

H A M B L E
P A R I S H
— C O U N C I L —
Council Meeting
Agenda

Hamble Parish Council, Parish Office, 2 High Street, Hamble, Southampton SO31 4JE

Monday, 10 May 2021– 7pm

Priory Centre, St Andrews Church, High Street, Hamble.

This meeting is open to members of the public.

Minute reference for the meeting will follow the following format 10.05.2021
+item number.

Councillor Simon Hand to open the meeting and take the election for the new Chair.

1. **Election of Chairman:**
To receive nominations and elect a Chairman of the Council for the municipal year (2021-22).
2. **Receive the Declaration of Acceptance of Office by the Chairman**
3. **Welcome**
 - a. Apologies for absence;
 - b. Declaration of interest and approved dispensations; and
 - c. To approve minutes of previous Council Meeting – 12th April 2021.
4. **Public Participation**
5. **Election of Vice-Chairman:**
To receive nominations and elect a Vice-Chairman of the Council for the municipal year (2021-22).
6. **Governance Review. To receive the following:**
 - a. Membership of Committees, Working Parties and nominees to external organisations for the municipal year (2021-22);
 - b. Dates and times of meetings up to the Annual Council Meeting 2022;
 - c. Media Policy;
 - d. Customer Complaints Policy;
 - e. Equality Statement;
 - f. Asset Register;
 - g. Insurance Cover; and
 - h. Financial Regulations.
 - i. Standing Orders
7. Update and Agenda for the Annual Parish Meeting
8. Update on Recruitment and contracts – Smart Media and Robert Half

9. Delegated decisions
10. Accidents and incidents

Dated: 11 May 2021

Signed: Amanda Jobling, Clerk,

Hamble Parish Council, Parish Office, 2 High Street, Hamble, Southampton
SO31 4JE. 023 8045 3422.

Council – 17th may 2021

Committees, working groups and representation on external bodies – including membership, election of Chairs and frequency of meetings

Decision

To approve the committees, working groups and nominations to outside bodies and the frequency of meetings for 2021/22.

Agree the membership of each group and to elect a Chair for each.

Panel/Group	Frequency	Members	Date
Full Council	Monthly – second Monday	Cllr Cohen Cllr Cross Cllr Dann Cllr Hand Cllr Jones Cllr Lehneis Cllr M Nicholson Cllr Palmer Cllr Rolfe Cllr Ryan Cllr Thompson Cllr Underdown	17.05.21 14.06.21 12.07.21 13.09.21 11.10.21 8.11.21 13.12.21 10.01.22 14.02.22 14.03.22 11.04.22
Planning Committee <ul style="list-style-type: none">• Highways & infrastructure• Designations• Design / local policies• Enforcement• Applications• Footpaths	Monthly – 4 th Monday in every month	Cllr Cohen Cllr Dann Cllr Nicholson Cllr Rolfe Cllr Ryan Cllr Thompson Cllr Underdown	24.05.21 28.06.21 26.07.21 27.09.21 25.10.21 22.11.21 24.01.22 28.02.22 28.03.22 25.04.22
Asset Management Committee <ul style="list-style-type: none">• Leases• Buildings / facilities• Land/Estate• Health & Safety• Fees & Charges	First Tuesday in every second month	Cllr Cross Cllr Hand Cllr Thompson Cllr Underdown	6.07.21 7.09.21 2.11.21 4.01.22 1.03.22 3.05.22
Personnel Working Group <ul style="list-style-type: none">• Pay & conditions• Disciplinary• Staff health & safety• Performance Management	As and when	Cllr Cohen Cllr Hand Cllr Rolfe Cllr Thompson Cllr Leheins	

Operations Working Group Coordinate operational issues across the council. (Reports to Full Council)	To be agreed		
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Review Panel • Complaints • Appeals of individual decisions • Staffing / disciplinary	When required	Cllr Rolfe Cllr Schofield Cllr M Nicholson Cllr Craig Palmer
Dinghy Park Working Group (Reports to AMC)	When required – 3 meetings a year	Cllr Cross Cllr Underdown + community representatives
Friends of Westfield Common (Reports to AMC)		Cllr Cross (Chair)
Communications Working Group (Reports to Full Council)	Wednesday following Council meeting	Cllr Nicholson Cllr Craig Palmer
Footpaths Working Group (Reports to AMC)		Cllr Rolfe Cllr Thompson Cllr Underdown
Covid-19 Recovery Working Groups	As and when – time limited – 3 months	Cllr Cross (Chair) Cllr Hand
Interpretation Board Task and Finish (Reports to AMC)	As and when	Cllr Cohen
Railway Station Partnership	TBA	Cllr Hand

Additional groups

Group	Frequency	Membership
Litter and Recycling	As and when	Cllr Cohen Cllr Jones Cllr Nicholson
Young people	As and when	Cllr Dann
Mercury Hub	As and when	Cllr Leheins
Allotment Liaison Group	As and when	Cllr Dann

Council Representations on External Bodies

External Group	Council Representatives
Henville Trust (year 3 of 4 year term)	Cllr Underdown

Hamble Village Memorial Hall	Vacancy
Hamble Estuary Partnership	Cllr Underdown
Police Liaison Committee	Cllr Palmer

COMPLAINTS AND COMPLIMENTS

POLICY AND PROCEDURE

1. This policy sets out how the Council will respond to feedback and importantly if we have got something wrong what steps we should follow to remedy them.
2. Receiving feedback helps the council to review the way it works and ensure that lessons are learnt or success is recognised.
3. The complaints and compliments policy is for all complaints and compliments to the Council, whether these are minor, serious, informal or formal and apply to all services provided by the Council.
4. Separate arrangements as prescribed by law are in place in respect of complaints about Councillors. These arrangements are referred to in paragraph 7 below.
5. The Council believes that complaints can provide useful information and feedback on the quality of our services, procedures and practices. The effective handling of complaints will help us to improve the services provided on behalf of residents, visitors and those working within the village. The aim this policy is to ensure that complaints are investigated swiftly and in an impartial manner and a solution identified, whenever possible, to the satisfaction of both the complainant and the Council.
6. Where a member of staff, a councillor or a service is complimented this should be recorded and recognised. In this way we can learn to do more of the things that people like and appreciate.
7. Unlike other parts of local government, the parish council is not covered by the Local Government Ombudsman unless the complaint relates to a joint project or service involving a part of local government that is covered by the Ombudsman such as Eastleigh Borough Council or Hampshire County Council.

DEFINITION OF COMPLAINTS

8. People's perceptions differ widely but for the purposes of this policy a complaint is:
"An expression of dissatisfaction... about the council's actions or lack of actions, or about the standard of service whether the action was taken or the service provided by itself or a body or agent acting on its behalf."
9. More specifically, a complaint is where: -
 - a. The Council has not done something it has a duty to do or normally does;
 - b. The Council has done something it has no right to do or does not normally do as a matter of established practice;
 - c. The conduct or behaviour of an employee or councillor is unsatisfactory;
 - d. The established levels of service delivery are not reached;
 - e. A person does not understand or is not informed of why or how a situation arose or exists;

- f. An adopted and known procedure is not followed;
- g. Maladministration is alleged.

WHAT TO DO IF YOU HAVE A COMPLAINT

- 10. Any issues should initially be raised with the Clerk, who is responsible for dealing with these matters. The complaint can be made by telephone, email, or in person. People should not post issues on social media and assume that the Council will be aware of them.
- 11. In most cases the issue will be dealt with straight away and the complaint resolved immediately. If this is not possible and an investigation is needed you might be asked to set out the complaint in writing. Investigations will be dealt with as quickly as possible and under normal circumstances you should get a written response within 15 working days.
- 12. If the complaint is about the Clerk, the complainant should contact the Chair of the Council.

PUTTING THINGS RIGHT – STAGE 1

- 13. If following the investigation, the Council is at fault, every effort will be made to resolve the complaint to the satisfaction of the complainant.
- 14. Where subsequent actions or simply the passage of time prevents this, other actions may be appropriate which may include a local settlement. A local settlement is defined as action taken to restore a complainant to a situation he or she would have been in if the fault had not occurred.
- 15. When considering a local settlement, the remedy will need to be appropriate to the injustice and may be reduced where a complainant has contributed to the injustice suffered.
- 16. Some remedies may involve the treatment of staff under the council's disciplinary process. The outcome of this cannot be shared due to confidentiality.

WHAT IF YOU ARE NOT SATISFIED? - STAGE 2

- 17. If you are not satisfied with the outcome of your complaint, you should confirm this in writing to the Clerk along with your reasons. The matter will then be referred to the Councils Review Committee which will review the complaint, all of the paperwork relating to it, and the proposed resolution. You will be invited to attend the meeting and to explain the issue.
- 18. In order to preserve confidentiality, the Review Committee will normally deal with your complaint in private session. The Committee will decide on the outcome of the complaint and will notify you accordingly. The outcome and lessons learnt will also be considered by the Council.

WHAT IF MY COMPLAINT IS ABOUT A COUNCILLOR?

- 19. Councillors are required to observe a 'Code of Conduct' – a copy of which can be found on the Council <http://www.hambleparishcouncil.gov.uk/community/hamble-parish-council-14956/core-policies/> or Eastleigh Borough Council's website www.eastleigh.gov.uk or at the Parish Office. If you feel a Councillor has broken the Code of Conduct, you can complain to the Monitoring Officer at Eastleigh Borough Council. They will decide whether the matter should be considered by Standards Committee. This is an independent committee responsible for promoting high ethical standards and also investigating allegations that Councillors' behaviour may have fallen short of the required standards. The Standards Committee will consider your complaint and may carry out an investigation (or arrange for someone to do so).

20. More information about the Code of Conduct relating to Councillors and about the Standards Committee of Eastleigh Borough Council is available on our website as well as [at: www.eastleigh.gov.uk](http://www.eastleigh.gov.uk)

WHAT TYPE OF BEHAVIOUR IS COVERED BY THE CODE OF CONDUCT?

21. Broadly, the Code requires Councillors:

- Not to discriminate unlawfully;
- To treat others with respect;
- Not to do anything to compromise the impartiality of Council employees;
- Not to disclose confidential or personal information;
- Not to stop anyone gaining access to information they are entitled to;
- Not to conduct themselves so as to bring their office or the Council into disrepute;
- Not to use their position to improperly secure an advantage, or disadvantage, for anyone;
- Not to use the Council's resources for unauthorised political purposes;
- To declare any personal or prejudicial interest in any matter that comes before the Council and, if appropriate, not to take part in the decision. Where the interest declared is deemed to be prejudicial, Councillors are not permitted to take part in the decision on that matter;
- To register certain financial and other interests (a copy of the register is available for public inspection).

A full copy of the Code of Conduct is available on the Council's website at: www.hambleparishcouncil.gov.uk

ASSISTANCE OR ADVICE RELATING TO PROCEDURES OR A COMPLAINT

22. If you need help or general guidance about the Council's procedures or about any specific complaint, contact the Clerk at The Memorial Hall, Hamble-le-Rice, Southampton SO31 4JE or telephone 02380 453422 or email clerk@hamblepc.org.uk

COMPLIMENTS

23. Where a compliment is made about the Council's work, a member of staff or a councillor the Clerk should be notified. If appropriate the individual involved will be told and thanked for their work/effort and for staff it will be recorded on their personal file.

24. Where compliments are made about a service or work that the council does it will be reported to the appropriate Committee.

MONITORING

25. Information will be collected and reported annually on formal complaints and the resolution of them

VERSION CONTROL

May 2021

DRAFT

Equality and Diversity Policy

INTRODUCTION

1. The aim of this policy is to set out the commitment of the Hamble Parish Council, its Members and Officers to meeting the its equality and diversity duty.
2. The policy is designed to support good decision-making through having policies that are efficient and effective; which meet different people's needs; as well as promoting equality and diversity in relation to Hamble Parish Council and its functions and activities.

CONTENT

3. It is our policy to provide, information, facilities, services, employment and representation to all in our community irrespective of:
 - Gender, including gender reassignment
 - Marital or civil partnership status
 - Being pregnant or having just had a baby
 - Having or not having dependents
 - Religious belief or political opinion
 - Race (including colour, nationality, ethnic or national origins)
 - Disability
 - Sexual orientation
 - Age
4. The Council is opposed to all forms of unlawful and unfair discrimination. All people and employees will be treated fairly and will not be discriminated against, directly or indirectly, on any of the above grounds. All decisions will be made objectively and without prejudice or unlawful discrimination.
5. Hamble Parish Council recognises that promoting equality is a core part of its business. This policy helps all those who are Council Members or work for the Council to achieve this. s.
6. The Council aims to create a culture that respects and values each other's differences, that promotes dignity, equality and diversity. We aim to remove barriers, bias or discrimination that prevents individuals or groups from realising their potential and contributing fully to the community to develop a culture that positively values diversity.
7. Hamble Parish Council will challenge discrimination. It aims to provide equality and fairness to all in the community and expects all Members and Officers to be aware and understand the Equality Act 2010.

EQUALITY COMMITMENTS

8. Hamble le Rice Parish Council is committed to:

- Promoting equality of opportunity for everyone.
- Promoting a good and harmonious environment in which all people are treated with respect.
- Preventing occurrences of unlawful direct discrimination, indirect discrimination, harassment and victimization
- Fulfilling our legal obligations under equality legislation and associated codes of practice.
- Complying with our own equal opportunities policy and associated policies.
- Taking lawful affirmative and positive action where appropriate.

9. This policy will be reviewed annually.

Reviewed by Council: 13.05.19

Review date: 11.05.20

HAMBLE PARISH COUNCIL

FINANCIAL REGULATIONS

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1. GENERAL

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

- determines on behalf of the council its accounting records and accounting control systems;
- ensures the accounting control systems are observed;
- maintains the accounting records of the council up to date in accordance with proper practices;
- assists the council to secure economy, efficiency and effectiveness in the use of its resources; and
- produces financial management information as required by the council.

1.10. The accounting records determined by the RFO shall be sufficient to show and explain the council's transactions and to enable the RFO to ensure that any income and expenditure account and statement of balances, or record of receipts and payments and additional information, as the case may be, or management information prepared for the council from time to time comply with the Accounts and Audit Regulations.

1.11. The accounting records determined by the RFO shall in particular contain:

entries from day to day of all sums of money received and expended by the council and the matters to which the income and expenditure or receipts and payments account relate;

a record of the assets and liabilities of the council; and

wherever relevant, a record of the council's income and expenditure in relation to claims made, or to be made, for any contribution, grant or subsidy.

1.12. The accounting control systems determined by the RFO shall include:

procedures to ensure that the financial transactions of the council are recorded as soon as reasonably practicable and as accurately and reasonably as possible;

procedures to enable the prevention and detection of inaccuracies and fraud and the ability to reconstruct any lost records;

identification of the duties of officers dealing with financial transactions and division of responsibilities of those officers in relation to significant transactions;

procedures to ensure that uncollectable amounts, including any bad debts are not submitted to the council for approval to be written off except with the approval of the RFO and that the approvals are shown in the accounting records; and

measures to ensure that risk is properly managed.

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

setting the final budget or the precept (council tax requirement);

approving accounting statements;
approving an annual governance statement;
borrowing;
writing off bad debts;
declaring eligibility for the General Power of Competence; and
addressing recommendations in any report from the internal or external auditors,
shall be a matter for the full council only.

1.14. In addition the council must:

determine and keep under regular review the bank mandate for all council bank accounts;

approve any grant or a single commitment in excess of £5,000 and

in respect of the annual salary for any employee have regard to recommendations about annual salaries of employees made by the Personnel committee in accordance with its terms of reference.

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

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

2. ACCOUNTING AND AUDIT (INTERNAL AND EXTERNAL)

2.1. All accounting procedures and financial records of the council shall be determined by the RFO in accordance with the Accounts and Audit Regulations, appropriate guidance and proper practices.

2.2. On a regular basis, at least once in each quarter, and at each financial year end, a member other than the Chairman shall be appointed to verify bank reconciliations (for all accounts) produced by the RFO. The member shall sign the reconciliations and the original bank statements (or similar document) as evidence of verification. This activity shall on conclusion be reported, including any exceptions, to and noted by the council.

2.3. The RFO shall complete the annual statement of accounts, annual report, and any related documents of the council contained in the Annual Return (as specified in proper practices) as soon as practicable after the end of the financial year and

having certified the accounts shall submit them and report thereon to the council within the timescales set by the Accounts and Audit Regulations.

- 2.4. The council shall ensure that there is an adequate and effective system of internal audit of its accounting records, and of its system of internal control in accordance with proper practices. Any officer or member of the council shall make available such documents and records as appear to the council to be necessary for the purpose of the audit and shall, as directed by the council, supply the RFO, internal auditor, or external auditor with such information and explanation as the council considers necessary for that purpose.
- 2.5. The internal auditor shall be appointed by and shall carry out the work in relation to internal controls required by the council in accordance with proper practices.
- 2.6. The internal auditor shall:
 - be competent and independent of the financial operations of the council;
 - report to council in writing, or in person, on a regular basis with a minimum of one annual written report during each financial year;
 - to demonstrate competence, objectivity and independence, be free from any actual or perceived conflicts of interest, including those arising from family relationships; and
 - have no involvement in the financial decision making, management or control of the council.
- 2.7. Internal or external auditors may not under any circumstances:
 - perform any operational duties for the council;
 - initiate or approve accounting transactions; or
 - direct the activities of any council employee, except to the extent that such employees have been appropriately assigned to assist the internal auditor.
- 2.8. For the avoidance of doubt, in relation to internal audit the terms 'independent' and 'independence' shall have the same meaning as is described in proper practices.
- 2.9. The RFO shall make arrangements for the exercise of electors' rights in relation to the accounts including the opportunity to inspect the accounts, books, and vouchers and display or publish any notices and statements of account required by Audit Commission Act 1998, or any superseding legislation, and the Accounts and Audit Regulations.
- 2.10. The RFO shall, without undue delay, bring to the attention of all councillors any correspondence or report from internal or external auditors.

3. ANNUAL ESTIMATES (BUDGET) AND FORWARD PLANNING

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

4. BUDGETARY CONTROL AND AUTHORITY TO SPEND

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

- the council for all items over £10,000;
- a duly delegated committee of the council for items over £5,000; or
- the Clerk, in conjunction with Chairman of Council or Chairman of the appropriate committee, for any items below £3,000.

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 Chairman.

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

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

- 4.3. Unspent provisions in the revenue or capital budgets for completed projects shall not be carried forward to a subsequent year.
- 4.4. The salary budgets are to be reviewed at least annually in October for the following financial year and the schedule included in the minutes. The RFO will inform committees of any changes impacting on their budget requirement for the coming year in good time.
- 4.5. In cases of extreme risk to the delivery of council services, the clerk may authorise revenue expenditure on behalf of the council which in the clerk's judgement it is necessary to carry out. Such expenditure includes repair, replacement or other work, whether or not there is any budgetary provision for the expenditure, subject to a limit of £3,000. The Clerk shall report such action to the chairman as soon as possible and to the council as soon as practicable thereafter.
- 4.6. No expenditure shall be authorised in relation to any capital project and no contract entered into or tender accepted involving capital expenditure unless the council is satisfied that the necessary funds are available and the requisite borrowing approval has been obtained.
- 4.7. All capital works shall be administered in accordance with the council's standing orders and financial regulations relating to contracts.
- 4.8. The RFO shall regularly provide the Finance Working Group with a statement of receipts and payments to date under each head of the budgets, comparing actual expenditure to the appropriate date against that planned as shown in the budget. These statements are to be prepared at least at the end of each financial quarter and shall show explanations of material variances. For this purpose "material" shall be in excess of £250 or 15% of the budget. Material variances will be reported to Council
- 4.9. Changes in earmarked reserves shall be approved by council as part of the budgetary control process.

5. BANKING ARRANGEMENTS AND AUTHORISATION OF PAYMENTS

- 5.1. The council's banking arrangements, including the bank mandate, shall be made by the RFO and approved by the council; banking arrangements may not be delegated to a committee. They shall be regularly reviewed for safety and efficiency.
- 5.2. All invoices for payment shall be examined, verified and certified by a Councilor the RFO to confirm that the work, goods or services to which each invoice relates has been received, carried out, examined and represents expenditure previously approved by the council.
- 5.3. The RFO shall prepare a schedule of payments requiring authorisation, forming part of the Agenda for the Council's monthly meeting. The council shall review the schedule for compliance and having satisfied itself shall authorise payment by a resolution of the council. The approved schedule shall be ruled off and initialed by the Chairman of the Meeting. A detailed list of all payments shall be disclosed within or

as an attachment to the minutes of the meeting at which payment was authorised. Personal payments (including salaries, wages, expenses and any payment made in relation to the termination of a contract of employment) may be summarised to remove public access to any personal information.

- 5.4. A councillor will be required shall examine invoices arithmetical accuracy and against the authorised payment list. They will initial each invoice to confirm it has been checked.
- 5.5. The Clerk and RFO shall have delegated authority to authorise the payment of items only in the following circumstances:
 - a) If a payment is necessary to avoid a charge to interest under the Late Payment of Commercial Debts (Interest) Act 1998, and the due date for payment is before the next scheduled Meeting of council, where the Clerk and RFO certify that there is no dispute or other reason to delay payment, provided that a list of such payments shall be submitted to the next appropriate meeting of council ;
 - b) An expenditure item authorised under 5.6 below (continuing contracts and obligations) provided that a list of such payments shall be submitted to the next appropriate meeting of council; or
 - c) fund transfers within the councils banking arrangements up to the sum of £10,000 provided that a list of such payments shall be submitted to the next appropriate meeting of council.
 - d) Other circumstances which arise, are within the expenditure limit for the budget and are reported to Council including card payments
- 5.6. For each financial year the Clerk and RFO shall draw up a list of due payments which arise on a regular basis as the result of a continuing contract, statutory duty, or obligation (such as but not exclusively) Salaries, PAYE and NI, Superannuation Fund and regular maintenance contracts and the like for which council may authorise payment for the year provided that the requirements of regulation 4.1 (Budgetary Controls) are adhered to, provided also that a list of such payments shall be submitted to the next appropriate meeting of council.
- 5.7. A record of regular payments made under 5.6 above shall be drawn up and be signed by two members on each and every occasion when payment is authorised - thus controlling the risk of duplicated payments being authorised and / or made.
- 5.8. In respect of grants Council shall approve expenditure within set limits and in accordance with its policy statement. Any Revenue or Capital Grant in excess of £5,000 shall before payment, be subject to ratification by resolution of the council.
- 5.9. Members are subject to the Code of Conduct that has been adopted by the council and shall comply with the Code and Standing Orders when a decision to authorise or instruct payment is made in respect of a matter in which they have a disclosable pecuniary or other interest, unless a dispensation has been granted.

- 5.10. The council will aim to rotate the duties of members in these Regulations so that onerous duties are shared out as evenly as possible over time.
- 5.11. Any changes in the recorded details of suppliers, such as bank account records, shall be approved in writing by a Member.

6. INSTRUCTIONS FOR THE MAKING OF PAYMENTS

- 6.1. The council will make safe and efficient arrangements for the making of its payments.
- 6.2. Following authorisation under Financial Regulation 5 above, the Clerk or RFO shall give instruction that a payment shall be made.
- 6.3. All payments shall be effected by electronic BACS payments to the council's bank.
- 6.4. Electronic payments will be in accordance with the schedule as presented to council or committee shall be signed by one member of council and the invoices countersigned by the a further member. A member who is a bank signatory, having a connection by virtue of family or business relationships with the beneficiary of a payment, should not, under normal circumstances, be a signatory to the payment in question.
- 6.5. Payments will be entered onto the system by the clerk at the earliest point following the approval process. The payments when entered onto the system will on occasion have a delayed payment date such as for salary payments. Payments will need to be approved by an authorised signatory set out on the Councils mandate. When payments are approved they should be cross referenced with the agreed scheduled of payments. Any incorrect payments should be referred back to the Clerk.
- 6.6. Payments will not normally be presented for approval other than at a council or committee meeting. Any approval obtained away from such meetings shall be reported to the council at the next convenient meeting.
- 6.7. If thought appropriate by the council payment for certain items may be made by internet banking transfer provided evidence is retained showing which members approved the payment.
- 6.8. The Bank will issue security information to those authorised to undertake electronic banking on the mandate. The information is specific to the individual and is their responsibility to keep secure. Any known breaches must be reported immediately to the bank and to the Clerk. Details of the Clerks security clearance are retained in the Councils safe in a sealed envelope and should only be opened to enable business continuity. The envelope can only be opened by the Chairman of Council in the presence of two other councillors. After the envelope has been opened, in any circumstances, the PIN and / or passwords shall be changed as soon as practicable. The fact that the sealed envelope has been opened, in whatever circumstances, shall

be reported to all members immediately and formally to the next available meeting of the council. This will not be required for a member's personal computer used only for remote authorisation of bank payments.

- 6.9. No employee or councillor shall disclose any PIN or password, relevant to the working of the council or its bank accounts, to any person not authorised in writing by the council or a duly delegated committee.
- 6.10. Regular back-up copies of the records on any computer shall be made and shall be stored securely away from the computer in question, and preferably off site.
- 6.11. The council, and any members using computers for the council's financial business, shall ensure that anti-virus, anti-spyware and firewall software with automatic updates, together with a high level of security, is used.
- 6.12. The bank mandate approved by the council shall identify a number of councillors who will be authorised to approve transactions on those accounts.
- 6.13. Access to any internet banking accounts will be directly to the access page which should be saved under "favourites", not through a search engine or e-mail link. Remembered or saved passwords facilities must not be used on any computer used for council banking work. Breach of this Regulation will be treated as a very serious matter under these regulations.
- 6.14. Changes to account details for suppliers, which are used for internet banking may only be changed on written hard copy notification by the supplier and supported by hard copy authority for change signed by the Clerk and a member. An annual review suppliers details will be undertaken and changes reported to Council.
- 6.15. Any Debit Card with pin a number will be specifically restricted to the Clerk and used for transactions of £500 or less unless authorised by council or committee before any order is placed.
- 6.16. A pre-paid debit card may be issued to employees with varying limits. These limits will be set by the council. Transactions and purchases made will be reported to the council and authority for topping-up shall be at the discretion of the RFO
- 6.17. Any corporate credit card or trade card account opened by the council will be subject to automatic payment in full at each month-end. Personal credit or debit cards of members or staff shall not be used under any circumstances.
- 6.18. The RFO may provide petty cash to officers for the purpose of defraying operational and other expenses. Vouchers for payments made shall be forwarded to the RFO with a claim for reimbursement.
 - a) The RFO shall maintain a petty cash float of £250 for the purpose of defraying operational and other expenses. Vouchers for payments made from petty cash shall be kept to substantiate the payment.
 - b) Income received must not be paid into the petty cash float but must be separately banked, as provided elsewhere in these regulations.

- c) Payments to maintain the petty cash float shall be shown separately on the schedule of payments presented to council under 5.2 above.]

7. PAYMENT OF SALARIES

- 7.1. As an employer, the council shall make arrangements to meet the statutory requirements placed on all employers by PAYE and National Insurance legislation. The payment of all salaries shall be made in accordance with payroll records and the rules of PAYE and National Insurance currently operating, and salary rates shall be as agreed by council, or duly delegated committee.
- 7.2. Payment of salaries and payment of deductions from salary such as may be required to be made for tax, national insurance and pension contributions, or similar statutory or discretionary deductions must be made in accordance with the payroll records and on the appropriate dates stipulated in employment contracts, provided that each payment is reported to the next available council meeting, as set out in these regulations above.
- 7.3. No changes shall be made to any employee's pay, emoluments, or terms and conditions of employment without the prior consent of the relevant committee.
- 7.4. Each and every payment to employees of net salary and to the appropriate creditor of the statutory and discretionary deductions shall be recorded. This record is not for public use inspection or review (under the Freedom of Information Act 2000 or otherwise) other than:
 - a) by any councillor who can demonstrate a need to know;
 - b) by the internal auditor;
 - c) by the external auditor; or
 - d) by any person authorised under Audit Commission Act 1998, or any superseding legislation.
- 7.5. The total of such payments in each calendar month shall be reported with all other payments as made as may be required under these Financial Regulations, to ensure that only payments due for the period have actually been paid.
- 7.6. An effective system of personal performance management should be maintained for the senior officers.
- 7.7. Any termination payments shall be supported by a clear business case and reported to the council. Termination payments shall only be authorised by council.
- 7.8. Before employing interim staff the council must consider a full business case.

8. LOANS AND INVESTMENTS

- 8.1. All borrowings shall be effected in the name of the council, after obtaining any necessary borrowing approval. Any application for borrowing approval shall be approved by Council as to terms and purpose. The application for borrowing approval, and subsequent arrangements for the loan shall only be approved by full council.
- 8.2. Any financial arrangement which does not require formal borrowing approval from the Secretary of State (such as Hire Purchase or Leasing of tangible assets) shall be subject to approval by the full council. In each case a report in writing shall be provided to council in respect of value for money for the proposed transaction.
- 8.3. The council will arrange with the council's banks and investment providers for the sending of a copy of each statement of account to the Chairman of the council at the same time as one is issued to the Clerk /RFO.
- 8.4. All loans and investments shall be negotiated in the name of the council and shall be for a set period in accordance with council policy.
- 8.5. The council shall consider the need for an Investment Strategy and Policy which, if drawn up, shall be in accordance with relevant regulations, proper practices and guidance. Any Strategy and Policy shall be reviewed by the council at least annually.
- 8.6. All investments of money under the control of the council shall be in the name of the council.
- 8.7. All investment certificates and other documents relating thereto shall be retained in the custody of the Clerk/RFO.
- 8.8. Payments in respect of short term or long term investments, including transfers between bank accounts held in the same bank, or branch, shall be made in accordance with Regulation 5 (Authorisation of payments) and Regulation 6 (Instructions for payments).

9. INCOME

- 9.1. The collection of all sums due to the council shall be the responsibility of and under the supervision of the RFO.
- 9.2. Particulars of all charges to be made for work done, services rendered or goods supplied shall be agreed annually by the council, notified to the RFO and the RFO shall be responsible for the collection of all accounts due to the council.
- 9.3. The council will review all fees and charges at least annually, following a report of the Clerk.
- 9.4. Any sums found to be irrecoverable and any bad debts shall be reported to the council and shall be written off in the year.
- 9.5. All sums received on behalf of the council shall be banked intact as directed by the RFO. In all cases, all receipts shall be deposited with the council's bankers with such frequency as the RFO considers necessary.

- 9.6. The origin of each receipt shall be entered on the paying-in slip.
- 9.7. Personal cheques shall not be cashed out of money held on behalf of the council.
- 9.8. The RFO shall promptly complete any VAT Return that is required. Any repayment claim due in accordance with VAT Act 1994 section 33 shall be made at least annually coinciding with the financial year end.
- 9.9. Where any significant sums of cash are regularly received by the council, the RFO shall take such steps as are agreed by the council to ensure that more than one person is present when the cash is counted in the first instance, that there is a reconciliation to some form of control such as ticket issues, and that appropriate care is taken in the security and safety of individuals banking such cash.

10. ORDERS FOR WORK, GOODS AND SERVICES

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

11. CONTRACTS

- 11.1. Procedures as to contracts are laid down as follows:
 - a. Every contract shall comply with these financial regulations, and no exceptions shall be made otherwise than in an emergency provided that this regulation need not apply to contracts which relate to items (i) to (vi) below:
 - i. for the supply of gas, electricity, water, sewerage and telephone services;
 - ii. for specialist services such as are provided by solicitors, accountants, surveyors and planning consultants;

- iii. for work to be executed or goods or materials to be supplied which consist of repairs to or parts for existing machinery or equipment or plant;
 - iv. for work to be executed or goods or materials to be supplied which constitute an extension of an existing contract by the council;
 - v. for additional audit work of the external auditor up to an estimated value of £500 (in excess of this sum the Clerk and RFO shall act after consultation with the Chairman and Vice Chairman of council); and
 - vi. for goods or materials proposed to be purchased which are proprietary articles and / or are only sold at a fixed price.
- b. Where the council intends to procure or award a public supply contract, public service contract or public works contract as defined by The Public Contracts Regulations 2015 ("the Regulations") which is valued at £25,000 or more, the council shall comply with the relevant requirements of the Regulations².
- c. The full requirements of The Regulations, as applicable, shall be followed in respect of the tendering and award of a public supply contract, public service contract or public works contract which exceed thresholds in The Regulations set by the Public Contracts Directive 2014/24/EU (which may change from time to time)³.
- d. When applications are made to waive financial regulations relating to contracts to enable a price to be negotiated without competition the reason shall be embodied in a recommendation to the council.
- e. Such invitation to tender shall state the general nature of the intended contract and the Clerk shall obtain the necessary technical assistance to prepare a specification in appropriate cases. The invitation shall in addition state that tenders must be addressed to the Clerk in the ordinary course of post. Each tendering firm shall be supplied with a specifically marked envelope in which the tender is to be sealed and remain sealed until the prescribed date for opening tenders for that contract.
- f. All sealed tenders shall be opened at the same time on the prescribed date by ~~the Clerk in the presence of at least one member of council.~~
- g. Any invitation to tender issued under this regulation shall be subject to Standing Orders⁴ and shall refer to the terms of the Bribery Act 2010.
- h. When it is to enter into a contract of less than £25,000 in value for the supply of goods or materials or for the execution of works or specialist services other than such goods, materials, works or specialist services as are excepted as set out in paragraph (a) the Clerk or RFO shall obtain 3 quotations (priced descriptions of the proposed supply); where the value is below £3,000 and above £100 the Clerk or RFO shall strive to obtain 3 estimates. Otherwise, Regulation 10.3 above shall apply.

- i. The council shall not be obliged to accept the lowest or any tender, quote or estimate.
- j. Should it occur that the council, or duly delegated committee, does not accept any tender, quote or estimate, the work is not allocated and the council requires further pricing, provided that the specification does not change, no person shall be permitted to submit a later tender, estimate or quote who was present when the original decision making process was being undertaken.

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

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

13. STORES AND EQUIPMENT

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

14. ASSETS, PROPERTIES AND ESTATES

- 14.1. The Clerk shall make appropriate arrangements for the custody of all title deeds and Land Registry Certificates of properties held by the council. The RFO shall ensure a

record is maintained of all properties held by the council, recording the location, extent, plan, reference, purchase details, nature of the interest, tenancies granted, rents payable and purpose for which held in accordance with Accounts and Audit Regulations.

- 14.2. No tangible moveable property shall be purchased or otherwise acquired, sold, leased or otherwise disposed of, without the authority of the council, together with any other consents required by law, save where the estimated value of any one item of tangible movable property does not exceed £250.
- 14.3. No real property (interests in land) shall be sold, leased or otherwise disposed of without the authority of the council, together with any other consents required by law. In each case a report in writing shall be provided to council in respect of valuation and surveyed condition of the property (including matters such as planning permissions and covenants) together with a proper business case (including an adequate level of consultation with the electorate).
- 14.4. No real property (interests in land) shall be purchased or acquired without the authority of the full council. In each case a report in writing shall be provided to council in respect of valuation and surveyed condition of the property (including matters such as planning permissions and covenants) together with a proper business case (including an adequate level of consultation with the electorate).
- 14.5. Subject only to the limit set in Regulation 14.2 above, no tangible moveable property shall be purchased or acquired without the authority of the full council. In each case a report in writing shall be provided to council with a full business case.
- 14.6. The RFO shall ensure that an appropriate and accurate Register of Assets and Investments is kept up to date. The continued existence of tangible assets shown in the Register shall be verified at least annually, possibly in conjunction with a health and safety inspection of assets.

15. INSURANCE

- 15.1. Following the annual risk assessment (per Regulation 17), the RFO shall effect all insurances and negotiate all claims on the council's insurers in consultation with the Clerk.
- 15.2. The Clerk shall give prompt notification to the RFO of all new risks, properties or vehicles which require to be insured and of any alterations affecting existing insurances.
- 15.3. The RFO shall keep a record of all insurances affected by the council and the property and risks covered thereby and annually review it.
- 15.4. The RFO shall be notified of any loss liability or damage or of any event likely to lead to a claim, and shall report these to council at the next available meeting.

- 15.5. All appropriate members and employees of the council shall be included in a suitable form of security or fidelity guarantee insurance which shall cover the maximum risk exposure as determined annually by the council, or duly delegated committee.

16. RISK MANAGEMENT

- 16.1. The council is responsible for putting in place arrangements for the management of risk. The Clerk shall prepare, for approval by the council, risk management policy statements in respect of all activities of the council. Risk policy statements and consequential risk management arrangements shall be reviewed by the council at least annually.
- 16.2. When considering any new activity, the Clerk shall prepare a draft risk assessment including risk management proposals for consideration and adoption by the council.

17. SUSPENSION AND REVISION OF FINANCIAL REGULATIONS

- 17.1. It shall be the duty of the council to review the Financial Regulations of the council from time to time. The Clerk shall make arrangements to monitor changes in legislation or proper practices and shall advise the council of any requirement for a consequential amendment to these Financial Regulations.
- 17.2. The council may, by resolution of the council duly notified prior to the relevant meeting of council, suspend any part of these Financial Regulations provided that reasons for the suspension are recorded and that an assessment of the risks arising has been drawn up and presented in advance to all members of council.

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

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

³ Thresholds currently applicable are:

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

Reviewed by Council: 13.05.19

Review date: 11.05.20

PRESS AND MEDIA POLICY

1. Purpose

1.1 The purpose of this policy is to define the roles and responsibilities within the Council for working with the media on a day-to-day basis.

The policy is designed to establish a framework for achieving an effective working relationship with the media creating opportunities to promote the Councils work, Hamble and its community as well as to debate issues of importance in the local area.

2 Benefits

The Council is accountable to the local community for its actions and this can only be achieved through effective two-way communications. The media – press, radio, TV, and social media – are crucially important in conveying information to the community. Our message therefore should be positive and constructive aim to increase public awareness of the councils priorities, services and facilities

The use of media is vital in promoting civic society and holding the Council to account for its policies and actions. It is important that they have access to officers and members and to background information to assist them in this role. To balance this, the Council will defend itself from any unfounded criticism and will ensure that the public are properly informed of all the relevant facts using other channels of communication if necessary.

3 THE LEGAL FRAMEWORK

3.1 The law governing communications in local authorities can be found in the Local Government Acts 1986 and 1988. The Council must also have regard to the government's Code of Recommended Practice on Local Authority Publicity. Some aspects of the Code are relevant to this policy:-

- ☐ "Any publicity describing the Council's policies and aims [and the provision of services] should be as objective as possible, concentrating on facts or explanation or both."
- ☐ "Publicity touching on issues that are controversial, or on which there are arguments for and against the views or policies of the Council should be handled with particular care. Issues must be presented clearly, fairly and as simply as possible, although councils should not oversimplify facts, issues or arguments."
- ☐ "Publicity should not attack, nor appear to undermine, generally accepted moral standards."
- ☐ "... local authorities... should not use public funds to mount publicity campaigns whose primary purpose is to persuade the public to hold a particular view on a question of policy."

Furthermore the Local Government Transparency Code (2014) requires Councils to operate a culture of transparency making information widely available to all that want to access and use it. This includes media organisations and those wishing to reuse the information for that purpose.

3.2 In particular, officers and members should always have due regard for the long-term reputation of the Council in all their dealings with the media.

3.3 Confidential documents, exempt Minutes, reports, papers and private correspondence should not be leaked to the media. If such leaks do occur, an investigation will take place to establish who was responsible and take appropriate action.

3.4 When the media wish to discuss an issue that is, or is likely to be, subject to legal proceedings then advice should be taken from the Council's solicitor before any response is made.

3.5 There are a number of personal privacy issues for officers and members that must be handled carefully and sensitively. These include the release of personal information, such as home address and telephone number (although Member contact details are in the public domain), disciplinary procedures and long-term sickness absences that are affecting service provision. In all these and similar situations, advice must be taken from the Clerk before any response is made to the media.

4. CONTACT WITH THE MEDIA

4.1 When responding to approaches from the media, the Clerk is usually the main contact with permission to speak to the media. The Chairman of the Council, by the nature of their position are also authorised contacts with the media in consultation with the Clerk.

4.2 Statements made by the chairman should reflect the Council's opinion and set policies.

4.3 If other councillors are contacted directly by the media for comment, they should liaise with the Clerk before responding to the request.

4.4 Caution should be exercised when submitting letters to the editor for publication in newspapers. There are occasions when it is appropriate for the Council to submit a letter, for example to explain important policies or to correct factual errors in letters submitted by other correspondents. However, such letters should be kept brief and balanced in tone and correspondence should not be drawn out over several weeks.

4.5 Letters representing the views of the Council should only be submitted by the Chairman or the Clerk. Councillors are strongly encouraged not to use the letters page within the Local Press as a means of expressing their personal views.

4.6 At all times consideration should be given as to how the correspondence may affect the reputation of the Council.

5 ATTENDANCE OF MEDIA AT COUNCIL OR COMMITTEE MEETINGS

5.1 The Local Government Act 1972 requires that all agendas, reports and minutes are sent to the media on request, five working days prior to the meeting.

5.2 Seating and workspace will be made available for members of the press that attend Council and Committee meetings.

5.3 Any filming or taping of Council or Committee proceedings by the media can only be done with the express permission of the Clerk and Chairman of the particular meeting.

6 ELECTIONS

6.1 The Code of Recommended Practice on Local Authority Publicity contains guidance for providing publicity for members and for publicity around elections. The code makes it clear that Council resources should not be used on publicising individual members unless it is relevant to the particular position they hold in the Council. These extracts from the Code illustrate the main points:-

- “Publicity about individual councillors may include the contact details, the positions they hold in the council (for example Chairman of a committee or working party), and their responsibilities. Publicity may also include information about individual councillors’ proposals, decisions and recommendations. All such publicity should be objective and explanatory, and personalisation of issues or personal images making should be avoided.”
- “Publicity should not be, or liable to misrepresentation as being, party political. Whilst it may be appropriate to describe policies put forward by an individual councillor which are relevant to their position and responsibilities within the council, and to put forward their justification in defence of them, this should not be done in party political terms, using political slogans, expressly advocating policies of those of a particular party or directly attacking policies and opinions of other parties, groups or individuals.”
- “The period between the notice of an election and the election itself should preclude proactive publicity in all its forms of candidates and other politicians involved directly in the election.

6.2 The Council will not quote any Councillor in a news release or involve them in proactive publicity events during the election period, regardless of whether or not they are standing for election. The only exception to this (as laid down in the Code of Recommended Practice on Local Authority Publicity) is during an emergency or where there is a genuine need for a member level response to an important event outside the control of the Council. In this situation, members holding key civic positions should be able to comment.

7 PRESS RELEASES

7.1 The purpose of a press release is to make the media aware of a potential story, to provide important public information or to explain the Council’s position on a particular issue. It is the responsibility of all officers and members to look for opportunities where the issuing of a press release may be beneficial.

7.2 All press releases are to be factual, non-political, not written to cause offence and must be in accordance with Council policy.

7.3 All press releases are to be drafted and issued by the Clerk in order to ensure that the principles outlined in section three (Legal Framework) are adhered to, that there is consistency of style across the Council and that the use of the press release can be monitored, having consulted with the Chairman of the relevant committee on the proposed wording.

Reviewed by Council: 13.05.19

Review date: 11.05.20

Select for Local Councils

Notice to policyholders

This document details the main changes to the updated policy documents. It does not contain a record of every amendment or those made to individual client policies. Please ensure that you read in full any documentation provided in conjunction with the updated policy wording to determine the full terms, conditions, limitations and exclusions of the policy cover.

Fair processing notices

- Zurich's data protection statement has been updated.

General definitions

- The definition of Insurer has been updated to DAS Legal Expenses Insurance Company Limited in respect of both the legal expenses and the motor legal expenses and uninsured loss recovery covers. Previously Zurich was the insurer and the risk was 100% reinsured to DAS who provided the claims service. With effect from 1st April 2020 DAS will be the insurer and continue to provide the claims service. There will however be no impact of this change in practical terms.

Changes to General Exclusions - Parts A – Material Damage, B – Business Interruption, C – All Risks and D - Money

Communicable Diseases exclusion (endorsement)

- Under the General Exclusions a communicable diseases exclusion has been added for disease, infection, virus, bacterium or illness, the fear or threat thereof, and any associated clean-up or decontamination costs and the like. This exclusion does not apply to parts E, F, G, H, I, J, K, L, M, N, O, P, Q and R. This exclusion does not apply to the cover specifically provided under the Named Diseases, Murder, Suicide or Rape extension in Part B – Business interruption if operative.

Part A – Material damage

- The cover now incorporates the following clauses into your policy wording rather than stating them as endorsements within your schedule – Adaptation (Energy Performance and Sustainable Buildings), Bequeathed Property, Damage to Reputation, Fire Extinguisher Expenses, Groundsmens' Equipment, Landscape Gardens, Loss Minimisation and Metered Water.

Part B – Business Interruption (endorsements)

- As a result of the FCA's recently announced test case on the validity of Business Interruption claims, and to eliminate any uncertainty created as a result of the proceedings, we have amended the policy by endorsement to provide you with greater clarity as to the operation of the relevant Business Interruption extensions, all as set out below. Please refer to your policy schedule for the endorsement wordings.

Changes to Special Extensions to Part B – Business Interruption

Named Diseases, Murder, Suicide or Rape (endorsement)

- Reference to 'Notifiable' has been removed from the extension title and definition of disease and replaced with 'Named'.
- Anthrax is no longer covered as a disease.
- The radius has been amended to the premises only.
- The limit has been amended now applies to any one occurrence and in any one period of insurance rather than any one incident.

Parts E – Public liability and F – Hirer's liability

- The definition of Financial Loss has been updated in order to clarify the scope of cover provided by the Financial Loss extension. The primary objective of this policy extension is to provide indemnity for tortious liability claims in pure economic loss.
- The cover clause now refers to 'unlawful detention, imprisonment or arrest' rather than 'wrongful arrest or false imprisonment' (part E only).
- The Data Protection Act extension has been updated to refer to:
 - Sections 168 and 169 of the Data Protection Act 2018
 - Article 82 of Regulation (EU) 2016/679 (General Data Protection Regulation) rather than referencing the Data Protection Act 1998 which has now been superseded.

The limit of indemnity provided by this extension is now limited to £1,000,000 in any one period of insurance. No indemnity will be provided in respect of:

- fines, penalties, liquidated, punitive or exemplary damages
- the costs of notifying any person regarding loss of personal data
- the cost of replacing, reinstating, rectifying or erasing any personal data
- any deliberate or intentional criminal act or omission, committed by you, giving rise to any claim.

Accidental invasion of the right of privacy, referenced in the cover clause, has been clarified to exclude any liability arising under Regulation (EU) 2016/679 (General Data Protection Regulation) or the Data Protection Act 2018 to avoid duplication of cover with this extension.

- Cover for legal defence costs incurred in defending proceedings brought under the following legislation has been clarified to state that payments will only be made if they relate to an event involving injury and/or damage which is or may be the subject of indemnity under the policy:
 - the Corporate Manslaughter and Corporate Homicide Act 2007
 - the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
 - Part II of the Food Safety Act 1990
 - Part II of the Consumer Protection Act 1987.
- The cover now incorporates the following clauses into the policy wording rather than stating them as endorsements within your schedule:
 - Legionella (part E)
 - Liquidated or punitive damages.
- A cyber exclusion has been added for liability arising out of any unauthorised acts which result in access to, disruption of or failure of any computer or other equipment which processes, stores, transmits or receives Data. A new definition of Data has been added to the policy for the purposes of this exclusion.

Part G – Employers' liability

- Cover for legal defence costs incurred in defending proceedings brought under the following legislation has been clarified to state that payments will only be made if they relate to an event involving injury which is or may be the subject of indemnity under the policy:
 - the Corporate Manslaughter and Corporate Homicide Act 2007
 - the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

Part L – Plant protection

- The cover has been amended to exclude damage by malicious persons.

Part M – Deterioration of stock

- The cover has been amended to exclude damage by malicious persons.

Commercial helplines

- Business Assistance helpline - the emergency repairs assistance service has been removed.

Zurich Municipal

Zurich Municipal is a trading name of Zurich Insurance plc.

A public limited company incorporated in Ireland. Registration No. 13460.

Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.

UK Branch registered in England and Wales Registration No. BR7985.

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance plc is authorised by the Central Bank of Ireland and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our authorisation by the Financial Conduct Authority are available from us on request. Our FCA Firm Reference Number is 203093.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

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Ms Amanda Jobling
Hamble Le Rice Parish Council
Memorial Hall
High St
Hamble Le Rice
Southampton
SO31 4JE

Select for Local Councils Policy Schedule

This insurance policy, which meets your demands and needs, has been based on the latest information obtained from you. The Policy, the Policy Schedule, any Certificates of Insurance and Endorsements form one document and should be read together. This Schedule replaces any previous Schedule.

Policy Number	YLL-272006-5983
Insured	Hamble Le Rice Parish Council
Business	Parish / Town Council
Period of Insurance	
From	01 st June 2021
To	31 st May 2022
and any other period for which cover has been agreed.	

Renewal Premium	£ 6,396.80
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Premiums are inclusive of Insurance Premium Tax and/or VAT as appropriate.

Schedule Number	85014883
Long term agreement active until	01 st June 2023
Preparation Date	11 th May 2021
Prepared by	Mr Vincent Liu
Policy Form Reference	MLAACC03

Policy Cover Declaration:

You, the Insured, are not aware of any known losses or events that could give rise to a claim, or circumstances that would be prejudicial to us, the Insurer, should the basis of cover on the below given insurance product (s) be changed.

This is important information, please read it carefully and check that the facts given about you are correct and that we have included all the covers that you require. We are unable to give you advice so it is your responsibility to check the cover is correct for your organisation.

Important information

Taking reasonable care

We require that you take reasonable care in managing your activities. Where appropriate this requires you to do the following:

- Keep written risk assessments for your key activities
- Keep written records of your staff and volunteer training. For example, manual handling training, or for use of tools and machinery
- Abide by any rules, guidelines or advice that is given to you by any relevant authority, such as a Local Authority, or the Health and Safety Executive

We want you to be confident about your insurance and understand what is required of you. Please contact us if you have any questions relating to the above.

Lines of Cover applying

Part A – Material Damage

Table Headings

Contents (a)	Furniture, fixtures, fittings and tenants improvements
Contents (b)	Other contents and consumable stock not specified below including printed books and unused stationery
Contents (c)	Computer equipment, other office equipment and sports equipment
Contents (d)	Televisions, audio-visual and photographic equipment (excluding videos), beer, wine, spirits, tools and gardening equipment
Contents (e)	Tobacco
Contents (f)	Camcorders, videos and gaming machines
Contents (g)	Civic Regalia

Sums Insured

Premises Address	Buildings Sum Insured	Loss of Rent	Contents (a)	Contents (b)	Contents (c)	Contents (d)	Contents (e)	Contents (f)	Contents (g)
1. Roy Underdown Pavilion, Baron Road, Hamble, Southampton, Hampshire, SO31 4RN	£671,914.65	N/A	£6,888.78	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
2. Garages/Shed, Hamble, Southampton, Hampshire, SO31 4JE	£36,020.74	N/A	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
3. Clerks Office, Hamble, Southampton, Hampshire, SO31 4JE	£0.00	N/A	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
4. Sports Pavilion Mount Pleasant Rec Ground, Hamble, Southampton, Hampshire, SO31 4JS	£730,334.17	N/A	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00

For Premises: 1, 2, 3, 4

Insured Perils applicable to Material Damage : 1-13, 15 & 16

Excesses Applicable to Premises 1, 2 & 4

The following Excesses apply to each and every loss arising in respect of each and every separate premises:

Accidental Damage	£100
Theft	£100
Riot civil commotion and Malicious Persons	£250
Storm or Flood	£250
Escape of Water	£250

Falling Trees or Branches	£250
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Excesses Applicable to Premises 3

The following Excesses apply to each and every loss arising in respect of each and every separate premises:

Accidental Damage	£100
Theft	£100
Riot civil commotion and Malicious Persons	£250
Storm or Flood	£250
Escape of Water	£250
Falling Trees or Branches	£250

Operative Endorsements: 1, 2, 3, 5, 6, 7, 8 & 9 (please refer to the Endorsement section of the policy wording)

10. Communicable Diseases exclusion

The following exclusion is added to General Exclusions but is not applicable to parts E, F, G, H, I, J, K, L, M, N, O, P, Q and R

5. Communicable Diseases

This Policy does not cover 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 the following:

- a) a **communicable disease**; or
- b) the fear or threat (whether actual or perceived) of a **communicable disease**

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

For the purposes of this exclusion, '**communicable disease**' means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- i) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
- ii) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- iii) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

This exclusion does not however apply in respect of and only to the extent of cover expressly stated as being provided under the extension applicable to Part B – Business Interruption titled Named Diseases, Murder, Suicide or Rape.

Part B – Business Interruption

Premises Address	Additional Expenditure	Indemnity Period (Months)	Loss of Data	Indemnity Period (Months)	Loss of Gross Revenue	Indemnity Period (Months)
All Premises	£10,000	24	N/A		£30,000	12

For Premises: 1, 2, 3, 4

Insured Perils applicable to Business Interruption : 1-13, 15 & 16

Operative Endorsements:

10. Communicable Diseases exclusion

The following exclusion is added to General Exclusions but is not applicable to parts E, F, G, H, I, J, K, L, M, N, O, P, Q and R

5. Communicable Diseases

This Policy does not cover 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 the following:

- a) a communicable disease; or
- b) the fear or threat (whether actual or perceived) of a communicable disease

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

For the purposes of this exclusion, 'communicable disease' means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- i) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
- ii) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- iii) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

This exclusion does not however apply in respect of and only to the extent of cover expressly stated as being provided under the extension applicable to Part B – Business Interruption titled Named Diseases, Murder, Suicide or Rape.

11. Named Diseases amendment

Extension 2. under Part B – Business Interruption Section 5 – Special Extensions is deleted and restated as follows;

2. Named Diseases, Murder, Suicide or Rape

The insurance in respect of each item under this Part includes loss resulting from interruption of or interference with the **business** carried on by the **insured** at the **premises** in consequence of:

- a) i) any occurrence of a Named Disease at the **premises** or attributable to food or drink supplied from the **premises**
- ii) any discovery of an organism at the **premises** likely to result in the occurrence of a Named

Disease

- iii) any discovery of a Named Disease at the **premises**
- b) the discovery of vermin or pests at the **premises**
- c) any accident causing defects in the drains or other sanitary arrangements at the **premises** which causes restrictions on the use of the **premises** on the order or advice of the competent local authority
- d) any occurrence of murder, suicide or rape at the **premises**.

Provided always that:

- 1) Named Disease will mean illness sustained by any person resulting from:
 - A) food or drink poisoning
 - B) one of the following specified human infectious or human contagious diseases:

Acute encephalitis	- Ophthalmia neonatorum
Acute poliomyelitis	- Paratyphoid fever
Anthrax	- Rabies
Bubonic Plague	- Relapsing fever
Cholera	- Rubella
Diphtheria	- Scarlet fever
Dysentery	- Smallpox
Legionellosis	- Tetanus
Legionnaires Disease	- Tuberculosis
Leprosy	- Typhoid fever
Leptospirosis	- Typhus fever
Malaria	- Viral hepatitis
Measles	- Viral haemorrhagic
Meningitis	- Whooping cough
Meningococcal Infection	- Yellow fever
Mumps	

an outbreak of which the competent local authority has stipulated shall be notified to them.

- 2) For the purposes of this clause:
 - A) Indemnity Period will mean the period during which the results of the **business** are affected in consequence of the occurrence, discovery or accident beginning with the date from which the restrictions on the **premises** are applied or in the case of d) above with the date of the occurrence and ending not later than the Maximum Indemnity Period thereafter.
 - B) Maximum Indemnity Period will mean three months.
- 3) in the event that this Part includes an extension which deems loss, destruction or damage at other

locations to be Damage at the **premises** such extension will not apply to this Special Extension.

- 4) The **insurer** will not be liable under this clause for:
 - A) loss arising from restrictions on the use of the **premises** in consequence of an emergency prohibition notice or emergency prohibition order being served against the insured or the manager of the **premises** in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006 including any amendments or re-enactment thereto
 - B) any costs incurred in the cleaning, repair, replacement, recall or checking of **property**.
- 5) The **insured** will comply with all issues identified as contraventions arising from a Food Premises Inspection Report within the timescales stated in such report.
- 6) 6) The **insured** will notify the **insurer** immediately of any prohibition notice, emergency prohibition notice or emergency prohibition order served against them or the manager of the premises in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006 including any amendments or re-enactment thereto.
- (7) The **insurer** will only be liable for the loss arising at those **premises** which are directly affected by the occurrence, discovery or accident under this part and then only for an amount not exceeding £100,000 any One Event and in the aggregate in any one period of insurance.

Part C – All Risks

Table Headings

Contents (a)	Furniture, fixtures, fittings and tenants improvements
Contents (b)	Other Contents and consumable stock not specified below including printed books and unused stationery
Contents (c)	Computer Equipment, other office equipment and sports equipment
Contents (d)	Televisions, audio-visual and photographic equipment (excluding videos), beer, wine, spirits, tools and gardening equipment
Contents (e)	Tobacco
Contents (f)	Camcorders, videos and gaming machines
Contents (g)	Civic Regalia

Item Description	Premises Address (if applicable)	Sum Insured	Excess
Contents (a)	Shell/PB Squash Courts, Hamble, Southampton, Hampshire, SO31 4JE	£3,041.49	£100
Contents (c)	Hamble Village Memorial Hall, High Street, Hamble, Southampton, Hampshire, SO31 4JE	£8,840.61	£100

Additional Items:

Where no premises address is shown, the item is not based at one location and cover is provided anywhere within the **territorial limits**.

Item Description	Sum Insured	Excess
Equipment including tools in various locations, as per asset register	£73,836.58	£100
CCTV Equipment at various locations	£7,498.40	£100
Christmas Lights	£2,595.60	£100
Pay and Display Machine x 2	£10,041.26	£100
'Welcome to Hamble' sign	£2,420.50	£100
Notice Board @ Hamble Square	£1,313.25	£100
Baltimore Seat	£19,776.00	£100
Quay Ladder	£8,008.25	£100
Height Barrier	£4,643.24	£100
Picnic Benches	£5,129.40	£100
Youth Shelter x2	£30,900.00	£100
Notice Board @ Cemetery	£1,434.51	£100
ATA Memorial	£14,616.64	£100
Mount Pleasant Playground and Skate Park	£257,500.00	£100
Bartlets Field Playground	£51,500.00	£100
Avro Court Playground	£36,050.00	£100
College P.F - Goal Posts and Tennie Posts and Nets	£1,965.24	£100
18th Century Water Pump, Well Lane	£2,436.10	£100
Sculpted Seat at the Foreshore	£13,008.32	£100
Hamble Airfield Memorial	£5,912.88	£100
Allotment Gardens Boundary Fencing - Hamble Lane	£12,875.00	£100
Storage Shed	£35,239.68	£100

Nespresso coffee machines	£1,766.40	£100
(3x) iPads	£1,110.76	£100

The excess stated applies to each and every loss.

Operative Endorsements: 1, 2, 3 & 7 (see pages 35 - 37)

10. Communicable Diseases exclusion

The following exclusion is added to General Exclusions but is not applicable to parts E, F, G, H, I, J, K, L, M, N, O, P, Q and R

5. Communicable Diseases

This Policy does not cover 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 the following:

- a) a **communicable disease**; or
- b) the fear or threat (whether actual or perceived) of a **communicable disease**

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

For the purposes of this exclusion, '**communicable disease**' means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- i) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
- ii) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- iii) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

This exclusion does not however apply in respect of and only to the extent of cover expressly stated as being provided under the extension applicable to Part B – Business Interruption titled Named Diseases, Murder, Suicide or Rape.

Part D – Money

	Limit any one loss
1. Loss of Non-Negotiable Money in the situations specified in items 2(a), 2(b), 2(c)(i) and 2(c)(ii):	£250,000
2. Loss of other Money:	
(a) in transit in the custody of any Member or Employee or in transit by registered post (limit £250), or in a Bank Night Safe	£5,000
(b) in the private residence of any Member or Employee	£250
(c) in the premises	
(i) in the custody of or under the actual supervision of any Member or Employee	£5,000
(ii) in locked safes or strongrooms	£5,000
(iii) in locked receptacles other than safes or strongrooms	£250

Excess: £50 each and every loss

Personal Accident Assault Limits: Stated in Section 3(c) of the policy wording

Operative Endorsements:

‘In respect of **Section 1 – Special Definitions**, the definition of Person Insured is extended to include any person between the ages of 16 and 90.’

10. Communicable Diseases exclusion

The following exclusion is added to General Exclusions but is not applicable to parts E, F, G, H, I, J, K, L, M, N, O, P, Q and R

5. Communicable Diseases

This Policy does not cover 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 the following:

- a) a **communicable disease**; or
- b) the fear or threat (whether actual or perceived) of a **communicable disease**

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

For the purposes of this exclusion, ‘**communicable disease**’ means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- i) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and

- ii) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- iii) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

This exclusion does not however apply in respect of and only to the extent of cover expressly stated as being provided under the extension applicable to Part B – Business Interruption titled Named Diseases, Murder, Suicide or Rape.

Part E – Public Liability

Limit of Indemnity: £15,000,000

Excess: £100 each and every claim in respect of Section 2(d)(ii)

Operative Endorsements:

1. Environmental Clean Up Costs. The following Special Definitions are added to Section 1:

Clean Up Costs

- a) Testing for or monitoring of Pollution or Contamination
- b) the costs of Remediation required by any Enforcing Authority to a standard reasonably achievable by the methods available at the time that such Remediation commences.

Remediation

Remedying the effects of Pollution or Contamination including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

Enforcing Authority

Any government or statutory authority or body implementing or enforcing environmental protection legislation within the territorial limits.

Cover

With effect from 01 July 2009 or the inception of the policy if later, the **insurer** will indemnify the **insured** in respect of all sums including statutory debts that the **insured** is legally liable to pay in respect of Clean Up Costs arising from environmental damage caused by Pollution or Contamination where such liability arises under an environmental directive, statute or statutory instrument.

Provided always that:

- a) liability arises from Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance. All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the same time such incident takes place
- b) the **insurer's** liability under this Extension shall not exceed £1,000,000 for any one occurrence and in the aggregate in any one Period of Insurance and will be the maximum the insurer will pay inclusive all costs and expenses. This limit will form part of and not be in addition to the Limit of Indemnity stated in the Schedule
- c) immediate loss prevention or salvage action is taken and the appropriate authorities are notified

Exclusions

The **insurer** shall be under no liability:

1. in respect of Clean up Costs for **damage** to the **Insured's** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the **insured's** care, custody or control
2. for **damage** connected with pre-existing contaminated property
3. for **damage** caused by a succession of several events where such individual event would not warrant immediate action
4. in respect of removal of any risk of an adverse effect on human health on the Insured's land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the **insured's** care, custody or control
5. in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences
6. in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident
7. for **damage** resulting from an alteration to subterranean stores of groundwater or to flow patterns
8. in respect of costs for the reinstatement or reintroduction of flora or fauna
9. for **damage** caused deliberately or intentionally by the **insured** or where they have knowingly deviated from environmental protection rulings or where the **insured** has knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which they are responsible
10. in respect of fines or penalties of any kind
11. for **damage** caused by the ownership or operation on behalf of the **insured** of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water
12. for **damage** which is covered by a more specific insurance policy
13. for **damage** caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
14. for **damage** caused by disease in animals belonging to or kept or sold by the **insured**.

3. **Officials Indemnity**

Section 3 – Financial Loss

For the purposes of this Section, **employee** is held to include **member**

Part F – Hirers' Liability

Limit of Indemnity: £2,000,000

Excess: £100 each and every claim for damage to the premises or contents caused other than by fire or explosion

Operative Endorsements**Part G – Employers Liability**

Limit of Indemnity: £10,000,000

Operative Endorsements:

Part H – Libel and Slander

Sum Insured

£250,000

Excess: 10% each and every claim or £1,000 whichever is the lower

Part I – Motor Vehicles

Insured Vehicle: All as described in
Persons Entitled to Drive: the Certificate of
Limitation as to Use: Motor Insurance

Cover: Section 22

A. Comprehensive

excess : Section 23

Amount	Description
£ 150	Accidental Damage , Fire , Theft , Windscreen , Total Loss
£ Nil	Third party

Additional to any other Excess which applies

Age and Inexperienced Driver Excess: Section 11

(a)	Under 25 years	£150
(b)	Over 25 years inexperienced	£150

Additional to any other Excess which applies

Repair Limit: £Nil

Section 12

Damage to Property Limit:

£5,000,000 Applicable to any Commercial Vehicle, Minibus, Agricultural Vehicle and Special Type

£50,000,000 Applicable to any Private Motor Car

Personal Effects Limit: £150

Section 13

Medical Expenses Limit: £250

Section 14

Additional Cover : Section 25

U. Occasional Business Use

Not Operative

V. Loss of No Claim Discount/Excess

Not Operative

Operative Endorsements:

Part J – Motor Legal Expenses and Uninsured Loss Recovery

The Claims Handling Agent is DAS Legal Expenses Insurance Company Limited

Limit of Indemnity: £100,000 per insured incident

Part K – Inspection Contract

Service: Inspections of each item of Plant described in the Plant Specification under Contract Number EI-272006-5987.

Part N – Fidelity Guarantee

Persons Guaranteed:
All members and employees

Sum Guaranteed
£500,000

Excess: £100 each and every loss

Part O – Personal Accident

Cover is limited to £500,000 any one person and £2,000,000 any one incident.

Persons Insured:

Employees

Capital Sum	£50,000.00
Weekly Sum	£200.00
Cover	Sections 2 and 3 - Accident and Assault Cover

Directors/Councillors

Capital Sum	£50,000.00
Weekly Sum	£200.00
Cover	Sections 2 and 3 - Accident and Assault Cover

Operative Endorsement:

Special Condition 4 of Section 5 is inoperative provided always that the **insurer** will not make any payment of any benefit or in respect of any expense or loss arising from any Person Insured who has attained the age of 90 years unless such expense or loss arises during the period of insurance during which the Person Insured attains the age of 90

Part P – Legal Expenses

The Claims Handling Agent is DAS Legal Expenses Insurance Company Limited.

Section:

3. Employment Disputes and Compensation Awards	
(A) Employment Disputes	Operative
(B) Compensation Awards	Operative
(C) Service Occupancy	Operative
4. Legal Defence	Operative
5. Property Protection and Bodily Injury	
(A) Property Protection	Operative
(B) Bodily Injury	Operative
6. Tax Protection	
(A) Inland Revenue Investigations, Full or Aspect Enquiries	Operative
(B) Employers compliance	Operative
(C) VAT disputes	Operative
7. Contract Disputes - £5,000 Limit	Operative
8. Statutory Licence Protection	Operative
Limit of Indemnity:	£200,000

Operative Endorsements

Section 2 (c) shall read:

(c) in civil claims other than claims under Section 3 it is always more likely than not that a Person Insured will recover damages (or obtain any other legal remedy which the **insurer** has agreed) or make a successful defence.

Provisos (i) (1), (i) (2) and (ii) to Section 3 (B) are deleted.

The following is also operative: Debt Recovery

Insured Incident

The **insurer** will negotiate for the **insured's** legal rights including enforcement of judgment to recover money and interest due from the sale or provision of goods or of services, provided always that:

- a) the amount of the debt exceeds £250 (incl VAT)
- b) the claim under this Part is made within 90 days of the money becoming due and payable
- c) the **insurer** has the right to select the method of enforcement, or to forego enforcing judgment if the **insurer** is not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

Exceptions

We will not provide indemnity in respect of or arising from or relating to:

- a) any debt arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the debt is due within the first 90 days of the indemnity provided by this section
- b) the recovery of money and interest due from another party where the other party intimates that a defence exists
- c) any claim relating to:
 - i) any settlement payable under an insurance policy
 - ii) any lease, licence or tenancy of land or buildings
 - iii) any motor vehicle owned by, or hired or leased to you other than agreements relating to the sale of motor vehicles where you are engaged in the business of selling motor vehicles
- d) any dispute which arises out of the purchase, hire, sale or provision of computer hardware, software, systems or services.

General Notes

1. Fair presentation of the risk

You must make a fair presentation of the risk to us at inception, renewal and variation of your policy. This means that we must be told about all facts and circumstances which may be material to the risks covered by the policy and that you must not make a misrepresentation to us about any material facts. As part of your duty of fair presentation, you must ensure that the information detailed within the schedule is correct and complete. A material fact is one which would influence the acceptance or assessment of the risk. If you have any doubt about facts considered material, it is in your interests to disclose them to us.

Failure to make a fair presentation of the risk could result in the policy either being avoided, written on different terms or a higher premium being charged, depending on the circumstances surrounding the failure to present the risk fairly.

This policy is compliant with the principles of the Insurance Act 2015 law reforms. It also incorporates an 'opt out' which has the aim to promote good customer outcomes. We have opted-out of the 'proportionate reduction of claim remedy' available to insurers under the Insurance Act 2015. This means that in cases of non-disclosure or misrepresentation which are neither deliberate nor reckless, if we would have charged an additional premium had we known the relevant facts, we will charge that premium and pay any claims in full rather than reducing claims payments in proportion to the amount of premium that would have been charged.

We believe that our 'additional premium approach' should, in most situations, be more favourable to our customers when compared to the proportionate reduction of claim remedy. Our additional premium approach does not affect our right to apply the other remedies available under the Act for non-disclosure or misrepresentation.

2. Cancellation

All insurance policies run for a fixed period of time. The Insured can terminate an insurance contract verbally or in writing at any time. No refund will legally be due for any unused period of cover outside of the 'cooling off period' for consumer customers or following initiation for organisations and businesses. The Insurer may cancel the policy by giving 30 days' notice in writing. In such an event the insured will be entitled to a return of premium in respect of the unexpired portion of the period of insurance.

3. Bonus and fee structure

Employees and businesses who work for ZIP UK are remunerated in various different ways for selling insurance contracts. Employees receive a basic salary and also receive a bonus based on a number of factors, including the achievement of sales and quality targets. Businesses which work for the insurer on an outsourced basis receive a fee and also additional payments based on a number of factors, including the achievement of sales and quality targets.

Claims Contact Information

If you need advice on a claim, it is important that you speak to the appropriate specialist. Claims specialists are available to discuss your cover and advise you on how to make a claim. Their contact details are:

Line of cover	Claims team	Claims contact details	
Buildings, Contents including "All Risks" Items	Property Claims	Tel:	0800 028 0336
Business Interruption		Email:	farnboroughpropertyclaims@uk.zurich.com
Computer		Address:	Zurich Municipal Property Claims, Zurich Financial Services, PO Box 3303, Interface Business Park, Swindon, SN4 8WF
Money			
Public Liability	Liability Claims	Tel:	0800 876 6984
Employers Liability			
Personal Assault under Money		Email:	fnlc@uk.zurich.com (New Claims) zmflc@uk.zurich.com (Subsequent correspondence)
Personal Accident			
Financial and administrative liability		Address:	Zurich Municipal Casualty Claims, Zurich House, 1 Gladiator Way, Farnborough, Hampshire, GU14 6GB (DX 140850, Farnborough 4)
Professional Negligence			
Hirers Liability			
Fidelity Guarantee			
Libel and Slander			
Engineering Insurance			
Engineering – Deterioration of Stock			
Business Travel			
Motor	Motor Claims	Tel:	0800 916 8872 (new claims) 0800 232 1913 (customer damage)
		Email:	zmmotorclaimsoffice@uk.zurich.com
		Address:	Zurich Municipal Motor Claims, PO Box 3322, Interface Business Park, Swindon, SN4 8XW
Legal Expenses	DAS Legal Claims	Tel:	0117 976 2030 (Switchboard)

General claims procedure

This is a description of the general claims procedure you will need to follow:

1. Contact the relevant claims office, to notify the claim
2. If necessary, a claim form will be sent out to you for completion, or you will be asked to send details in writing
3. In the event of uncertainty, please call the relevant office for guidance.
4. Out of hours/Emergency Property losses - please contact 0800 028 0336
5. Track open claims on-line at: <https://www.zurich.co.uk/municipal/existing-customers>

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HAMBLE PARISH COUNCIL

MODEL STANDING ORDERS 2019 (ENGLAND)

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HOW TO USE MODEL 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 Motions on the agenda shall be considered in the order that they appear unless the order is changed at the discretion of the chair of the meeting.
- b A motion (including an amendment) shall not be progressed unless it has been moved and seconded.
- c A motion on the agenda that is not moved by its proposer may be treated by the chair of the meeting as withdrawn.
- d If a motion (including an amendment) has been seconded, it may be withdrawn by the proposer only with the consent of the seconder and the meeting.
- e An amendment is a proposal to remove or add words to a motion. It shall not negate the motion.
- f If an amendment to the original motion is carried, the original motion (as amended) becomes the substantive motion upon which further amendment(s) may be moved.
- g An amendment shall not be considered unless early verbal notice of it is given at the meeting and, if requested by the chair of the meeting, is expressed in writing to the chair.
- h A councillor may move an amendment to his own motion if agreed by the meeting. If a motion has already been seconded, the amendment shall be with the consent of the seconder and the meeting.
- i If there is more than one amendment to an original or substantive motion, the amendments shall be moved in the order directed by the chair of the meeting.
- j Subject to standing order 1(k), only one amendment shall be moved and debated at a time, the order of which shall be directed by the chair of the meeting.
- k One or more amendments may be discussed together if the chair of the meeting considers this expedient but each amendment shall be voted upon separately.
- l A councillor may not move more than one amendment to an original or substantive motion.
- m The mover of an amendment has no right of reply at the end of debate on it.
- n Where a series of amendments to an original motion are carried, the mover of the original motion shall have a right of reply either at the end of debate on the first amendment or at the very end of debate on the final substantive motion immediately before it is put to the vote.

- o Unless permitted by the chair of the meeting, a councillor may speak once in the debate on a motion except:
 - i. to speak on an amendment moved by another councillor;
 - ii. to move or speak on another amendment if the motion has been amended since he last spoke;
 - iii. to make a point of order;
 - iv. to give a personal explanation; or
 - v. to exercise a right of reply.
- p During the debate on a motion, a councillor may interrupt only on a point of order or a personal explanation and the councillor who was interrupted shall stop speaking. A councillor 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.
- q A point of order shall be decided by the chair of the meeting and his decision shall be final.
- r When a motion is under debate, no other motion shall be moved except:
 - i. to amend the motion;
 - ii. to proceed to the next business;
 - iii. to adjourn the debate;
 - iv. to put the motion to a vote;
 - v. to ask a person to be no longer heard or to leave the meeting;
 - vi. to refer a motion 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 or legal requirements.
- s Before an original or substantive motion is put to the vote, the chair of the meeting shall be satisfied that the motion has been sufficiently debated and that the mover of the motion under debate has exercised or waived his right of reply.
- t Excluding motions moved under standing order 1(r), the contributions or speeches by a councillor shall relate only to the motion under discussion and shall not exceed 3 minutes without the consent of the chair 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 chair of the meeting shall request such person(s) to moderate or improve their conduct.
- b If person(s) disregard the request of the chair of the meeting to moderate or improve their conduct, any councillor or the chair 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 chair 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 OR [The minimum three clear days' public notice of a meeting does not include the day on which the notice was issued or the day of the meeting].**
- 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.**
- e Members of the public may make representations, answer questions and give evidence at a meeting which they are entitled to attend in respect of the business on the agenda.

- f The period of time designated for public participation at a meeting in accordance with standing order 3(e) shall not exceed 15 minutes unless directed by the chair of the meeting.
- g Subject to standing order 3(f), a member of the public shall not speak for more than 5 minutes.
- h In accordance with standing order 3(e), a question shall not require a response at the meeting nor start a debate on the question. The chair of the meeting may direct that a written or oral response be given.
- i A person shall raise his hand when requesting to speak and stand when speaking (except when a person has a disability or is likely to suffer discomfort). The chair of the meeting may at any time permit a person to be seated when speaking.
- j A person who speaks at a meeting shall direct his comments to the chair of the meeting.
- k Only one person is permitted to speak at a time. If more than one person wants to speak, the chair of the meeting shall direct the order of speaking.
- 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.**
- m **A person present at a meeting may not provide an oral report or oral commentary about a meeting as it takes place without permission.**
- n **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.**
- o **Subject to standing orders which indicate otherwise, anything authorised or required to be done by, to or before the Chair of the Council may in his absence be done by, to or before the Vice-Chair of the Council (if there is one).**
- p **The Chair of the Council, if present, shall preside at a meeting. If the Chair is absent from a meeting, the Vice-Chair of the Council (if there is one) if present, shall preside. If both the Chair and the Vice-Chair are absent from a meeting, a councillor as chosen by the councillors present at the meeting shall preside at the meeting.**
- q **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.
 -
- r **The Chair of the meeting can vote on any matter but will ordinarily desist unless the casting vote of the Chair is required.**
 -
 - *See standing orders 5(h) and (i) for the different rules that apply in the election of the Chair of the Council at the annual meeting of the Council.*
- s **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.
- t 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.
- u **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.**
 -
 - *See standing order 4d(viii) for the quorum of a committee or sub-committee meeting.*

- 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 A meeting shall not exceed a period of 2.5 hours.

4. **COMMITTEES AND SUB-COMMITTEES**

- a **Unless the Council determines otherwise, a committee may appoint a sub-committee whose terms of reference and members shall be determined by the committee.**
- b **The members of a committee may include non-councillors unless it is a committee which regulates and controls the finances of the Council.**
- c **Unless the Council determines otherwise, all the members of an advisory committee and a sub-committee of the advisory committee may be non-councillors.**
- d 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;
 - 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. shall, after it has appointed the members of a standing committee, appoint the chair of the standing committee;
 - vii. shall permit a committee other than a standing committee, to appoint its own chair at the first meeting of the committee;
 - viii. 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;

- ix. shall determine if the public may participate at a meeting of a committee;
- x. 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;
- xi. shall determine if the public may participate at a meeting of a sub-committee that they are permitted to attend; and
- xii. may dissolve a committee or a sub-committee.

5. 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 Chair and Vice-Chair (if there is one) of the Council.**
- f **The Chair 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-Chair of the Council, if there is one, unless he resigns or becomes disqualified, shall hold office until immediately after the election of the Chair of the Council at the next annual meeting of the Council.**
- h **In an election year, if the current Chair of the Council has not been re-elected as a member of the Council, he shall preside at the annual meeting until a successor Chair of the Council has been elected. The current Chair of the Council shall not have an original vote in respect of the election of the new Chair 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 Chair of the Council has been re-elected**

as a member of the Council, he shall preside at the annual meeting until a new Chair of the Council has been elected. He may exercise an original vote in respect of the election of the new Chair of the Council and shall give a casting vote in the case of an equality of votes.

- j Following the election of the Chair of the Council and Vice-Chair (if there is one) of the Council at the annual meeting, the business shall include:
- i. **In an election year, delivery by the Chair 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 Chair 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 11, 20 and 21*);
- 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.

6. EXTRAORDINARY MEETINGS OF THE COUNCIL, COMMITTEES AND SUB-COMMITTEES

- a **The Chair of the Council may convene an extraordinary meeting of the Council at any time.**
- b **If the Chair 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 chair of a committee may convene an extraordinary meeting of the committee at any time.
- d If the chair of a committee does not call an extraordinary meeting within 3 days of having been requested to do so by 2 members of the committee, any 2 members of the committee may convene an extraordinary meeting of the committee.

7. ROLE OF THE CHAIR

- a The Chair is important to the functioning of the Council/Committees, and play a central role in delivering the Councils overall objectives. They are the elected mouth piece for the Committee/Council and will represent their decision making/policy at meetings, events and forums as needed. They will be responsible for building an effective partnership with other organisations, as needed, to ensure that the Council can achieve its aims and objectives

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 5 councillors to be given to the

Proper Officer in accordance with standing order 9, 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 7(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 chair of the meeting.

10. **MOTIONS FOR A MEETING THAT REQUIRE WRITTEN NOTICE TO BE GIVEN TO THE PROPER OFFICER**

- a A motion shall relate to the responsibilities of the meeting for which it is tabled 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.
- b No motion may be moved at a meeting unless it is on the agenda and the mover has given written notice of its wording to the Proper Officer at least 2 clear days before the notice of the meeting (Agenda) is published. Clear days do not include the day of the notice of the meeting.
- c The Proper Officer may, before including a motion on the agenda received in accordance with standing order 9(b), correct obvious grammatical or typographical errors in the wording of the motion.
- d If the Proper Officer considers the wording of a motion received in accordance with standing order 9(b) is not clear in meaning, the motion shall be rejected until the mover of the motion resubmits it, so that it can be understood, in writing, to the Proper Officer at least 1 clear day before the notice of the meeting (publishing of the Agenda)
- e If the wording or subject of a proposed motion is considered improper, the Proper Officer shall consult with the chair 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.
- f The decision of the Proper Officer as to whether or not to include the motion on the agenda shall be final.
- g Motions received shall be recorded and numbered in the order that they are received.

- h Motions rejected shall be recorded with an explanation by the Proper Officer of the reason for rejection.

11. MOTIONS AT A MEETING THAT DO NOT REQUIRE WRITTEN NOTICE

- a The following motions may be moved at a meeting without written notice to the Proper Officer:

- i. to correct an inaccuracy in the draft minutes of a meeting;
- ii. to move to a vote;
- iii. to defer consideration of a motion;
- iv. to refer a motion to a particular committee or sub-committee;
- v. to appoint a person to preside at a meeting;
- vi. to change the order of business on the agenda;
- vii. to proceed to the next business on the agenda;
- viii. to require a written report;
- ix. to appoint a committee or sub-committee and their members;
- x. to extend the time limits for speaking;
- xi. to exclude the press and public from a meeting in respect of confidential or other information which is prejudicial to the public interest;
- xii. to not hear further from a councillor or a member of the public;
- xiii. to exclude a councillor or member of the public for disorderly conduct;
- xiv. to temporarily suspend the meeting;
- xv. to suspend a particular standing order (unless it reflects mandatory statutory or legal requirements);
- xvi. to adjourn the meeting; or
- xvii. to close the meeting.

12. MANAGEMENT OF INFORMATION

See also standing order 20.

- 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 10(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 chair of the meeting and stand as an accurate record of the meeting to which the minutes relate.
- d If the chair 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 chair 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 one month after the meeting has taken place.**
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- f Subject to the publication of draft minutes in accordance with standing order 12(e) and standing order 20(a) and following a resolution which confirms the accuracy of the minutes of a meeting, the draft minutes or recordings of the meeting for which approved minutes exist shall be destroyed.

14. **CODE OF CONDUCT AND DISPENSATIONS**

See also standing order 3(u).

- a All councillors and non-councillors with voting rights shall observe the code of conduct adopted by the Council.
- b Unless he has been granted a dispensation, a councillor or non-councillor with voting rights shall withdraw from a meeting when it is considering a matter in which he has a disclosable pecuniary interest. He may return to the meeting after it has considered the matter in which he had the interest.
- c Unless he has been granted a dispensation, a councillor or non-councillor with voting rights shall withdraw from a meeting when it is considering a matter in which he has another interest if so required by the Council's code of conduct. He may return to the meeting after it has considered the matter in which he had the interest.
- d **Dispensation requests shall be in writing and submitted to the Proper Officer** as soon as possible before the meeting, or failing that, at the start of the meeting for which the dispensation is required.
- e A decision as to whether to grant a dispensation shall be made by the Proper Officer
- f A dispensation request shall confirm:
 - i. the description and the nature of the disclosable pecuniary interest or other interest to which the request for the dispensation relates;
 - ii. whether the dispensation is required to participate at a meeting in a discussion only or a discussion and a vote;
 - iii. the date of the meeting or the period (not exceeding four years) for which the dispensation is sought; and
 - iv. an explanation as to why the dispensation is sought.

Subject to standing orders 13(d) and (f), a dispensation request shall be

considered by the Proper Officer before the meeting or, if this is not possible, at the start of the meeting for which the dispensation is required

- g** **A dispensation may be granted in accordance with standing order 13(e) if having regard to all relevant circumstances any of the following apply:**
- 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.**

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 14(a) relates to a complaint made by the Proper Officer, the Proper Officer shall notify the Chair of Council of this fact, and the Chair 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 14(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.

b The Proper Officer shall:

- **at least three clear days before a meeting of the council, a 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;

- i. subject to standing order 9, include on the agenda all motions in the order received unless a councillor has given written notice at least 1 working day before the meeting confirming his withdrawal of it;
- ii. **convene a meeting of the Council for the election of a new Chair of the Council, occasioned by a casual vacancy in his office;**
- iii. **facilitate inspection of the minute book by local government electors;**
- iv. **receive and retain copies of byelaws made by other local authorities;**
- v. hold acceptance of office forms from councillors;
- vi. hold a copy of every councillor's register of interests;
- vii. 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;
- viii. liaise, as appropriate, with the Council's Data Protection Officer;
- ix. receive and send general correspondence and notices on behalf of the Council except where there is a resolution to the contrary;
- x. 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);

- xi. arrange for legal deeds to be executed;
(see also standing order 23);
- xii. arrange or manage the prompt authorisation, approval, and instruction regarding any payments to be made by the Council in accordance with its financial regulations;
- xiii. ensure that electors can access a record every planning application notified to the Council and the Council's response to the local planning authority
- xiv. refer a planning application received by the Council to the [Chair or in his absence the Vice-Chair (if there is one) of the Council] OR [Chair or in his absence Vice-Chair (if there is one) of the () Committee] 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 Council] OR [() committee];
- xv. manage access to information about the Council via the publication scheme; and
- xvi. 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 23).

17. **RESPONSIBLE FINANCIAL OFFICER**

- a The Council shall appoint appropriate staff member(s) to undertake the work of the Responsible Financial Officer when the Responsible Financial Officer is absent.

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 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 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.
- b. Financial regulations shall be reviewed regularly and at least annually for

fitness of purpose.

- c. **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 in standing order 18(f) is subject to Regulations 109-114 of the Public Contracts Regulations 2015 which include a requirement on the Council to advertise the contract opportunity on the Contracts Finder website regardless of what other means it uses to advertise the opportunity.**
- d. 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 on the council's own website, the government contract finder 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.
- e. Neither the Council, nor a committee or a sub-committee with delegated responsibility for considering tenders, is bound to accept the lowest value tender.
- f. **A public contract regulated by the Public Contracts Regulations 2015 with an estimated value in excess of £181,302 for a public service or supply contract or in excess of £4,551,413 for a public works contract (or other thresholds determined by the European Commission every two years and published in the Official Journal of the European Union (OJEU)) shall comply with the relevant procurement procedures and other requirements in the Public Contracts Regulations 2015 which include advertising the contract opportunity on the Contracts Finder website and in OJEU.**
- g. **A public contract in connection with the supply of gas, heat, electricity,**

drinking water, transport services, or postal services to the public; or the provision of a port or airport; or the exploration for or extraction of gas, oil or solid fuel with an estimated value in excess of £363,424 for a supply, services or design contract; or in excess of £4,551,413 for a works contract; or £820,370 for a social and other specific services contract (or other thresholds determined by the European Commission every two years and published in OJEU) shall comply with the relevant procurement procedures and other requirements in the Utilities Contracts Regulations 2016.

20. HANDLING STAFF MATTERS

- a A matter personal to a member of staff that is being considered by a meeting of Council or the Personnel Committee is subject to standing order 11.
- b Subject to the Council's policy regarding absences from work, the Council's most senior member of staff shall notify the chair of the Council or if he is not available, the vice-chair of absence occasioned by illness or other reason and that person shall report such absence to the Personnel at its next meeting.
- c The chair of the Council or in his absence, the vice-chair shall upon a resolution conduct a review of the performance and annual appraisal of the work of Clerk. The reviews and appraisal shall be reported in writing and are subject to approval by resolution by the Personnel Committee.
- d Subject to the Council's policy regarding the handling of grievance the Council's most senior member of staff (or other members of staff) shall contact the chair of the Council or in his absence, the vice-chair of Council in respect of an informal or formal grievance matter, and this matter shall be reported back and progressed by resolution of the Personnel Committee. Where appropriate
- 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 chair or vice-chair of the Council, this shall be communicated to the Chair of the Personnel Committee, which shall be reported back and progressed by resolution of the Council.
- 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 In accordance with standing order 11(a), persons with line management responsibilities shall have access to the relevant staff records referred to in standing order 19(f).

21. RESPONSIBILITIES TO PROVIDE INFORMATION

See also standing order 21.

- 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.

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

(Below is not an exclusive list).

See also standing order 11.

- a The Council shall 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 15(b)(xii) and (xvii).

- a A legal deed shall not be executed on behalf of the Council unless authorised by a resolution.

Subject to standing order 23(a), any two councillors may sign, on behalf of the Council, any deed required by law and the Proper Officer shall witness their signatures.

25. **COMMUNICATING WITH DISTRICT AND COUNTY OR UNITARY 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 OR Unitary 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 OR Unitary Council shall be sent to the ward councillor(s) representing the area of the Council.

26. **RESTRICTIONS ON COUNCILLOR ACTIVITIES**

- a. Unless duly authorised 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 to staff or members of the public in an official capacity.

27. **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 motion 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 by at least 2 councillors to be given to the Proper Officer in accordance with standing order 9.
- c The Proper Officer shall provide a copy of the Council's standing orders to a councillor as soon as possible.
- d The decision of the chair of a meeting as to the application of standing orders at the meeting shall be final.

Reviewed by Council: 08.04.19
Next review date: 07.04.19

Council - 17th May 2021

Item 7

Annual Parish Meeting

Introduction

1. Each year the Council is required to arrange and invite residents of the parish to a meeting. Last year's was not held due to Coronavirus restrictions. The meeting has to take place between 1 March and 1 June. For HPC the meeting needed to take place after the elections due to purdah.
2. Unfortunately, the on going restrictions on meetings and the need for social distancing mean that the options for holding the meeting and the numbers able to attend are severely constrained. Residents have been asked to confirm numbers and a cap is likely to be in place. The Memorial Hall has confirmed that despite the lifting of further restrictions on the 17th May that the Hall will still only be able to accommodate 18 people. This is the basis that we are going forward with but is not ideal.
3. Given this the agenda for the evening is as follows;
 - Introductions and welcome
 - Approve the minutes of the previous meeting - 4th April 2019
 - Overview of the year from Chair of 2020/21
 - Introduction from the new Council - short overview from each Councillor on their priorities for the Council term
 - Question and answer session.
 - Close meeting

Council – 17th May 2021

Item 8

Update on Recruitment and contracts

Introduction

1. At its last meeting, the Council delegated authority to the Clerk in consultation with the Chair, Chair of Personnel and the Communications Working Group to conclude the appointments to the Operations Manager, Resources Manager and appoint a Communications Consultant.
2. Mark Cowley started work as the Parish Warden on the 10th May 2021. He will be working with us full time for the next 6 months. His salary is set out in the attached confidential paper.
3. The Operations Manager has been filled and Lisa Bradbury Knight will start on Tuesday 8th June 2021. She will work 25 hours a week Tuesday – Friday. Details of her starting salary are set out in the confidential appendix.
4. Interviews took place for the Resources Manager but we were unable to fill the role. Further discussions with the Employment Consultant resulted in an approach to Robert Half Employment Consultants(<https://www.roberthalf.co.uk>) specialising in the financial services.
5. In consultation with the Chair and the Chair of Personnel I have requested a temporary accounts assistant placement from Monday 17th May 2021 to the end of August. This will be on a full-time basis. Initially RBS (provider of accounts software – been providing inputting and end of month checks since November 2020) will be retained to train and to advise on the specifics of the accounts systems but it is hoped we can move away from them during the placement. If the placement is successful then there is scope to look at a permanent contract. Alternatively we may redraft the role and seek an equivalent accounts assistant.
6. At this stage I am unable to confirm the cost of the temp but the estimate is £25ph which broadly equates to £25,000 per year. well within the scope of the ordinal budget for the post of Resources Manager – all be it the role was different.

7. Recognising that the accounts side of things is taken care of in the short term an offer has been made to a candidate that applied for both the Operations and the Resources role to take on a year's contract as a project manager. His name is Robin Mason.
8. The role will focus on moving forward some of our existing projects – Southern Quay benches, moving the bin store, Interpretation Boards and the litter audit as well as starting to scope the Mount Pleasant redevelopment. The role is for 15 hours per week for twelve months with the starting salary set out in the attached confidential paper. Part of the cost of the post will be charged to the project cost which will lessen the pressure on the staffing budget especially where external funding is being used.
9. Once the accounts assistant is appointed the full cost of the two roles will be set out in more detail.
10. Lastly Smart Marketing have been appointed to support us with our Communications and social media. We will be working with Claire Price. The contract value is £10,000 for the year.

Decision

To approve the appointments of the Parish Warden, Operations Manager, Projects Manager and the approach being taken to the appointment of a temporary Accounts Assistant.

Note the appointment of Smart Marketing as the Councils Communications Consultant for a 12 month period.

Item 9

Delegated decisions

Introduction

1. Council or the relevant committee will normally approve spending decisions. That said there are occasions where expenditure needs to be approved either because of payment terms or due to urgency. The Clerk is authorised in expectational circumstances to authorise up to the value of £3,000 where decisions are needed to enable services to continue. Other day to day expenditure is also agreed such as the use of card payments.

Delegated decisions

2. Staffing costs:

A number of delegated decisions have been taken around recruitment and these are set out in a separate report.

There are likely to be additional costs for new staffing including:

PPE

New security fobs for office access (minimum cost for call out £70.00 + cost of new fobs)

Additional laptops to enable remote and or flexible working (£5pw per laptop)

3. Other expenditure is as follows linked to reopening of services:

Replacement office blinds - £40.00

New reception chairs - £258.00

Deep cleaning of Rup ahead of lettings £ 377.00 inc vat

Acceptance of reinstating regular cleans at RUP £58.50 per week

Replacement heating valve for RUP - £168.00 inc vat.

Work to value on water supply in office – TBC

Supply of notice board and ground anchor kit for allotments - £399.00 inc vat.

Council – 17th May 2021

Item 9

Incidents and accidents

Introduction

All incidents and accidents that take place on the Councils land or facilities are reported to Council under our Health and Safety Policy.

Incident

Reports of damage to the surface and edging of the skate ramp were received on the 18th April 2021. The site was visited and it was noted that the repairs carried out last year had started to fail. Repairs were made and additional make shift ramps that were there were also removed.

On the 21st April 2021 we received a voice message reporting injury to a young child at the Mount Pleasant Play Area. The children sustained a scratch to her leg from metal that has frayed from the rope bridge play equipment.

The equipment was visited the following day and the equipment made safe. Further replacement rope has been purchased to replace it.

Updates on previous incidents/accidents

Work is on going with insurers over both the damage to RUP and replacement glazing as well as the replacement bench at the Foreshore following the damage that was sustained.