



Date of Issue 17<sup>th</sup> May 2023

**To all members of Westgate-on-Sea Town Council**

**You are hereby summoned to attend an ANNUAL TOWN COUNCIL MEETING of Westgate-on-Sea Town Council on Tuesday 23rd May 2023 at 7pm at 78 St Mildreds Road, Westgate on Sea, CT8 8RF for the purposes of considering and passing such resolutions as may be deemed necessary or desirable in respect of the matters contained within the agenda.**

**If you are unable to attend this meeting please advise the Town Clerk in advance by email so that your apologies and reasons for absence can be given at the meeting.**

**Members of the public and press are welcome to attend.**

Signed: G Gray

Town Clerk & RFO

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Members: Cllr Donaldson (Vice-chair to Chair the start of the meeting); Cllr D'Abbro; Cllr Fenning; Cllr Green; Cllr King; Cllr Mulinya; Cllr Scott; Cllr Veck; Cllr Wallin

- 1. To Elect Chair – the Chair to sign the Declaration of Acceptance of Office for Chair**
- 2. To Appoint Vice Chair**
- 3. To receive and accept apologies for absence**
- 4. To receive declarations of pecuniary and non-pecuniary interests**
- 5. To confirm receipt of all the signed Declarations of Office from Councillors**
- 6. Minutes – to receive and approve the minutes of the Full Council meeting held on 4<sup>th</sup> April 2023 (Attach 1)**
- 7. County and Thanet District Ward Councillors Report**  
KCC and/or TDC Ward Councillors to report on issues affecting Westgate on Sea.
- 8. Review of Governance Arrangements**  
Draft Committee Terms of Reference and Scheme of Delegations – Members are invited to debate and approve – **Decision required.** (Attach 2)
- 9. Committee and Working Group Appointments 2023/24**  
To debate and approve Committee, Sub-Committee and Steering/Working Group Membership – **Decision required.** (Attach 3)
- 10. Financial and Budget Reports**
  - (a) Bank Reconciliation 31st March 2023 be received. (Attach 4a)
  - (b) Payment and Receipt Reports March 2023 be received. (Attach 4b)
  - (c) Year End Account Reports be received. (Attach 4c)



## **11. Annual Review**

To complete annual review

- i. Asset Register (Attach 5i)
- ii. Confirmation of Insurance Cover (Attach 5ii)
- iii. Annual Subscriptions – currently –
  - Campaign to Protect Rural England,
  - National Allotment Society,
  - Society of Local Council Clerks,
  - National Association of Local Councils and Kent Association of Local Councils (Attach 5iii)Renewal invitation for KALC/NALC received; Members invited to renew subscription for 2023/24 at a cost of £1,695.00 plus VAT: **Decision required**
- iv. List of Direct Debits (Attach 5iv)

## **12. Representation on Outside Bodies 2023/2024**

To approve membership on outside bodies to represent the Town Council for the year 2023/24; list to be shared prior to the meeting: **Decision required** (Attach 6)

## **13. Public Participation Session**

The meeting will adjourn to allow 15 minutes for the purposes of public participation. Subject to standing order 3(f) a member of the public shall not speak for more than 3 minutes and in accordance with standing order 3(e) a question shall not require a response at the meeting nor start a debate on the question.

## **14. Small Grants Scheme Funding Applications**

Town Clerk to provide the documentation for the applications under the Small Grants Scheme; Members to consider the request following the deferral from the last meeting from the following organisation:

- a) Town Clerk to share the documentation for the application under the Small Grant Scheme from the Westgate Cricket Club for the renovation of the changing rooms at the Westgate Cricket Club: **Decision required** (Attach 11)

## **15. Internal Audit Report Update**

The Internal audit was completed by David Buckett on 21<sup>st</sup> April 2023 and the report has now been received by the Town Council; a copy is shared with Members for receiving: **Decision required** (Attach 7)

## **16. Appointment of Chaplain for Town Council**

To appoint Rev Susan Wing as Chaplain for the Town Council: **Decision required**

## **17. Appointment of Councillor Internal Auditor for Town Council**

To appoint Cllr Veck as Councillor Auditor to complement the Internal Audit processes for the Town Council: **Decision required**

## **17. Bank Signatories Update**



Following the election there is now a necessity to review the bank signatories, all ex-Town Councillors to be removed from the bank records and a requirement to appoint two further bank signatories to ensure that at least two signatories are available at any one time. The bank requires two signatories to authorise all payments who must be elected Members; **Decision required**

**18. Planning Appeal APP/Z2260/W/22/3312740**

Town Clerk to share details of the appeal in relation to 2 Tidewell Mews, including the appellant's grounds of appeal; Members invited to comment:  
**Decision required (Attach 8)**

**19. General Power of Competence**

Town Clerk to provide a report including the background to the GPC and invite Members to adopt the GPC for the next four-year period until May 2027:  
**Decision required (Attach 9)**

**20. Town Councillor Vacancy**

Town Clerk to report on the process for the vacancy as confirmed by TDC:  
**Decision required (Attach 10)**

Next meeting – 6<sup>th</sup> June 2023





**Minutes of the Town Council Meeting of  
Westgate on Sea Town Council held in Town Council  
Office, 78 St Mildreds Road, Westgate on Sea CT8 8RF**

**Held on Tuesday 4<sup>th</sup> April 2023 at 7pm**

Present	Cllrs Donaldson (Vice-chair), King, Parry, Wallin	
Also, in attendance	Mrs Gill Gray (Town Clerk), Community Warden and 1 resident Cllr Donaldson reminded everyone of the purdah rules and reported that sadly ex Cllr David Morrish has passed away and advised of the funeral	
3	<b>To receive apologies for absence</b> Cllr Cornford, Cllr Calcutt, Cllr Green, Cllr O'Connor, Cllr Scott, Cllr Veck and Cllr Crow-Brown (KCC) PCSO sent apologies to the meeting	
3	<b>Members' Declarations of Interest</b> Cllr King declared an interest for Item 9 as he is the Chair of the Unite Transport campaign	
3	<b>Minutes</b> It was moved by Cllr Wallin and seconded by Cllr Parry and <b>RESOLVED:</b> that the minutes of the Full Council meeting held on 7 <sup>th</sup> March 2023 be signed and approved as a true record of the meeting. It was moved by Cllr Parry and seconded by Cllr Wallin and <b>RESOLVED:</b> that the minutes of the PH&E Committee held on 14 <sup>th</sup> February 2023 were received. It was moved by Cllr Donaldson and seconded by Cllr Parry and <b>RESOLVED:</b> that the minutes of the Extraordinary ET&D Sub-Committee held on 6 <sup>th</sup> February 2023 were received. It was moved by Cllr Donaldson and seconded by Cllr Parry and <b>RESOLVED:</b> that the minutes of the HR Committee held on 22 <sup>nd</sup> November 2022 & 6 <sup>th</sup> February 2023 were received.	
3	<b>Public Participation Session</b> No requests were received to speak	
3	<b>Report from Community Warden and PCSO</b> The report from the Community Warden was shared with everyone. The report contained details on the following items: <ul style="list-style-type: none"> <li>• Assisting retailers, Town Council and residents</li> <li>• Scam talks and support for warden assisted accommodation</li> <li>• Safety in Action Week and Drugs and Alcohol Awareness talks</li> <li>• Operation Zig Zag attendance</li> </ul>	



	<ul style="list-style-type: none"> <li>• Supported local church lunch club</li> <li>• Supported tree planting event</li> <li>• Reporting pot holes</li> </ul>	
3	<p><b>Town Clerk Report</b></p> <p>Town Clerk reported on the following items:</p> <ul style="list-style-type: none"> <li>• Tree planting</li> <li>• Annual Town Meeting</li> <li>• Elections 4<sup>th</sup> May 2023</li> <li>• Personnel update</li> </ul>	
3	<p><b>KCC/TDC Councillor Reports</b></p> <p>Cllr Crow-Brown shared a report with the Town Clerk which was read and included:</p> <ul style="list-style-type: none"> <li>• Westgate tree planting</li> <li>• Secondary school offer day</li> </ul> <p>Cllr King commented and it was agreed by Members that there should be regular attendance from KCC and TDC Cllrs.</p>	
3	<p><b>Finance Reports</b></p> <p>A) Bank Reconciliations February 2023  B) Payment and Receipt Reports February 2023  C) Annual Budget by Combined Account Code February 2023  D) Budget Forecast Report as at 28<sup>th</sup> February 2023</p> <p>It was moved by Cllr Wallin and seconded by Cllr Parry and <b>RESOLVED:</b> that the Bank Reconciliations February 2023 were received.</p> <p>It was moved by Cllr Parry and seconded by Cllr Wallin and <b>RESOLVED:</b> that the Payment and Receipt Reports February 2023 were received.</p> <p>It was moved by Cllr Parry and seconded by Cllr Wallin and <b>RESOLVED:</b> that the Annual Budget by Combined Account Code February 2023 be received.</p> <p>It was moved by Cllr Parry and seconded by Cllr Wallin and <b>RESOLVED:</b> that the Budget Forecast Report for 28<sup>th</sup> February 2023 be received.</p>	
3	<p><b>Bus Service Number 35 Update</b></p> <p>Following the Local Transport Sub-Committee meeting on 28.03.23 the recommendations from the debate for practical solutions were shared in a report for Full Council to consider. The draft Terms of Reference are recommended for Council to adopt.</p> <p>It was moved by Cllr Parry and seconded by Cllr Wallin and <b>RESOLVED:</b> that the Terms of Reference for the Local Transport Sub-Committee were adopted by Council.</p> <p>It was moved by Cllr Parry and seconded by Cllr Walling and <b>RESOLVED:</b> that three options recommended by the LT Sub-Committee were supported</p>	



	<p><b>Option A – That the fourth No 8 bus every hour at 51 minutes past the hour is proposed to be rerouted onto the Mountfield estate</b></p> <p><b>Option B – That the mechanism should be explored for the Town Council to subsidise the early No 35 bus at 9am for those using a bus pass to include all costs</b></p> <p><b>Option C – That the addition of a handrail be explored with KCC on the pathway that leads from Ursuline Drive to Canterbury Road</b></p>	
3	<p><b>Small Grants Scheme Funding Applications</b></p> <p>Town Clerk provided the documentation for one Small Grants Scheme funding application under the Small Grants Scheme, Members considered the request from the following organisation:</p> <p>a) Westgate Cricket Club for the renovation of the changing rooms at the Westgate Cricket Club.</p> <p><b>It was moved by Cllr Donaldson and seconded by Cllr Wallin and RESOLVED: that the consideration of the Small Grants Scheme application for the Westgate Cricket Club is deferred to the next meeting and an invitation extended to the applicants to provide an update and attend the meeting.</b></p>	
3	<p><b>Meeting Schedule for 2023/2024</b></p> <p>Town Clerk shared the proposed meeting schedule for the meetings for 2023/2024</p> <p><b>It was moved by Cllr Parry and seconded by Cllr Wallin and RESOLVED: that the meeting schedule for 2023/2024 was agreed</b></p>	
3	<p><b>KCC/SCO/TH/0042/2023 North Thanet Link Scheme to the south of Margate</b></p> <p>Town Clerk shared the consultation letter and the request from Jacobs on behalf of KCC with a request for a scoping opinion under the Town and Country Planning (EIA) Regulations 2017 as amended (Regulation 15). Any advice needs to be submitted no later than 21.04.23. Formal consultation will follow in due course.</p> <p><b>It was RESOLVED: that the advice to be communicated is that the scope of the documents are comprehensive and informative that have been provided by Jacobs on behalf of KCC. The Town Council looks forward to learning more from the formal consultation and engagement opportunities in due course.</b></p>	
3	<p><b>Town Council Vehicle</b></p> <p>The Town Clerk reported that the vehicle has now undergone a small repair within the delegated expenditure for the RFO; therefore no decision required.</p>	
3	<p><b>St George's Day – 23<sup>rd</sup> April 2023</b></p>	



	<p>Cllr Wallin sought permission to hoist and fly the St Georges flag on Sunday 23<sup>rd</sup> April 2023.</p> <p><b>It was RESOLVED: that Cllr Wallin and assisted by Cllr Parry would hoist and fly the St Georges flag on Sunday 23<sup>rd</sup> April 2023 at the flagpole in the Memorial Garden on Sea Road</b></p>	
3	<p><b>Next Meeting</b></p> <p>The next meeting is the ATCM on 23<sup>rd</sup> May 2023</p>	
3	<p><b>Meeting Closed at 20.05 hours</b></p>	

Signed.....

Dated.....

Chair of the Council





# WESTGATE-ON-SEA TOWN COUNCIL COMMITTEE TERMS OF REFERENCE AND SCHEME OF DELEGATIONS 2023

Adopted Minute Ref – Review due 05.2024

## 1. Introduction

Committees may exercise delegated functions on behalf of the Town Council under the following terms of reference, subject to: -

The Town Council's approved Budget and Financial Regulations

The Town Council's approved Standing Orders

Any previous minuted decision of the Town Council

Any matters reserved to the Town Council by law

## 2. FINANCE AND GENERAL PURPOSES COMMITTEE

### Role of Committee:

To manage the Council's financial resources, to guide the Council in its strategy and act on policy and operational matters concerned with Council's finances, property, assets, and land.

### Membership:

The Committee shall consist of Up to EIGHT Councillors appointed by the Full Council at the Annual Town Council Meeting each May.

The quorum for a meeting will be a minimum of three Councillor members.

The Town Council Chairperson or Vice Chairperson should be a member of the Committee.

The Committee may not appoint anyone other than Town Councillors to the Committee or any sub-committee.

### Meetings:

The Committee is required to hold meetings at least on a quarterly basis.

The Responsible Financial Officer shall attend all Committee meetings.

There will be no meeting held in August of each year.

### Voting:

All decisions of the Committee shall be determined by majority vote. The Chairperson has the casting vote when there are equal numbers of votes.

### Rights and Powers:



To guide the Council in the formulation of its objectives.

To identify the need for new services and facilities.

To facilitate the organisation and budget provision for Town Council events and initiatives proposed by Full Council.

To manage the Events and Tourism budget agreed each financial year on behalf of Council.

To be responsible for overseeing and controlling the financial resources of the Council.

To ensure adequate financial controls are in place to utilise and protect the Council's finances and assets.

To make provision for future agreed capital projects.

To consider the financial estimates of the Council and recommend the precept to be levied to Full Council for debate and resolution.

To be responsible for overseeing the Council's revenue and capital budget and the works scheduled therein.

To be responsible for the collection of all revenue, the raising and renewal of loans and insurance.

To allocate and monitor reserves to ensure that surpluses are not built up other than for working capital or for earmarked projects and known liabilities, ensuring that sufficient reserves are retained for future maintenance, replacement or upgrading of items for which the Council is responsible

To be responsible for the banking, financial and accounting methods adopted by the Council.

To oversee the management of the provision of allotments.

To enter into legal proceedings on the Council's behalf within the Committee's delegated limit of financial expenditure.

To consider the delegation of appropriate services to the Town Council from other authorities.

To respond to consultations from Government and other bodies that will not admit of delay.

To deal with applications for grants and donation applications

To manage and maintain expenditure for maintenance and determine emergency repairs, safety and upkeep of the Council's land, buildings and premises.

To deal with matters not normally dealt with or specifically referred to other Committees or Sub Committees.



The Committee may appoint an appropriate sub-committee or Working Group(s) to facilitate the work of the committee within their delegated rights and powers.

### 3. **EVENTS, TOURISM & DEVELOPMENT SUB-COMMITTEE**

**ET&D is a sub-committee of the F&GP Committee. (Should this be a Committee instead?)**

#### **Role of Sub-Committee:**

The purpose of the E,T&D Sub-Committee is not to replace any existing local group, organisation or club, it shall be a conduit to encourage local groups, clubs and community organisations to work in collaboration with the Town Council.

Encourage as many community groups as possible and organisations to be involved in the events, tourism initiatives and improvements identified for the Town

Build, Investigate and identify events for a full year rolling calendar for the Town.

Take responsibility for planning, research, identifying costs and available grants for events for the Town and report back to the F & GP Committee or Town Council on these matters.

Liaise with relevant authorities and organisations to report back to the F & GP Committee or Town Council on these matters.

Identify ways of involving the whole community and gather the views and opinions of as many groups and organisations in the community as possible.

Regularly report back to the Town Council on progress, issues arising and recommendations from the Sub-Committee.

To identify initiatives for boosting tourism in the Town and surrounding area.

To recommend improvements for the Town and how the Town Council can facilitate the implementation with use of funding, sponsorship and grant opportunities.

To work on PR & Marketing initiatives that will promote the Town to local residents and visitors.

#### **Membership:**

There will be a minimum of five Town Councillors nominated by the Town Council; one Chair and Vice-chair position will be filled as voted for by the Sub-Committee.

#### **Defining Roles**

At the first meeting, the Sub-Committee will elect a Chairperson and Vice-chair.

#### **Roles and Relationships**

The Town Council will provide the opportunity for the endorsement of regular reports via its meeting agenda.



## **Meetings**

E,T&D Sub-Committee meetings will preferably take place every month.

At least three clear days' notice of meetings shall be sent to members via the communication method agreed with, and appropriate to each individual member.

The Town Clerk or Nominated Person shall keep a record of meetings and circulate minutes to Sub-Committee members and the Town Council in a timely fashion. Minutes shall be made publicly available on the Town Council website.

All meetings should be open to the public.

A minimum of three members shall be present for decisions to be taken. A simple majority vote will be required to support any motion. The Chairperson will have one casting vote.

## **Working Groups**

The Sub-Committee may establish working groups, made up of volunteers from the community to aid them in any Event and/or Project related work.

Each working group should have a lead person from the Sub-Committee.

## **Finance**

All grants and funding will be applied for and held by the Town Council, who will ring-fence the funds for the Event and/or Project purposes only.

Notification of all planned expenditure will be given to the Town Clerk before actual costs are incurred.

Invoices will be made out in the name of the Town Council who will pay them at their next scheduled Town Council meeting.

There is an Events budget agreed annually by the Town Council. The Sub-Committee has delegated authority from F & GP Committee for the use of £300.00 per annum maximum for incidental expenditure in relation to events, tourism and initiatives.

## **Changes to the Terms of Reference**

This constitution may be amended with the support of at least two thirds of the current membership at a Sub-Committee meeting and with the approval of either F&GP Committee or the Town Council.

## **4. HUMAN RESOURCES COMMITTEE**

### **Role of Committee:**

To manage human resources for the Council, to review, debate and recommend on policy and operational matters concerned with the Council's Human Resources. To manage the Human Resources budget which includes training budget for Members and staff.



**Membership:**

The Committee shall consist of up to FOUR Councillors appointed by the Full Council at the Annual Town Council Meeting each May.

The quorum for a meeting will be a minimum of three Councillor members.

The Committee may not appoint anyone other than Town Councillors to the committee.

**Meetings:**

The committee is required to hold meetings at least quarterly.

There will be no meeting held in August of each year.

**Rights and Powers:**

To review existing staffing related policies to ensure that pay and working conditions are in line with the sector and meet all relevant statutory UK regulations and legislation including amendments and the Council follows good working practices as defined by the Chartered Institute of Personnel and Development.

To authorise Members' attendance at conferences, courses and meetings.

To review staffing levels, draft a staffing strategy, implement, review and monitor strategy to ensure the work of the Town Council is efficiently discharged in consultation with Full Council.

To review recruitment policies to ensure that the council do not discriminate against sex, age, race, colour or disability and that the policies consider both the needs of the job and that of Council.

Research and investigate new HR policies and initiatives for consideration by the Full Council for approval.

To determine pay and contractual conditions of employment and review/update these as necessary to comply with UK Employment Law as well as good practice.

To oversee the Council's pension policy and the criteria required for eligibility.

To oversee and agree the annual appraisal of the Town Clerk through the Chairperson of Town Council, who will conduct regular reviews and the annual appraisal.

Oversee the grievance, misconduct and dismissal procedures and nominate hearing panels to determine decisions as and when required.

To determine the training and qualification policy of the Council and to recommend and oversee all training for employees and Councillors.

To support the Town Clerk in the approval of all staff recruitment, appointment, training and dismissals.



To establish and review performance management;

- (i) The Town Clerk to be responsible for the general staffing appraisals, keeping a written and electronic records
- (ii) The Chairperson, Vice Chairperson and Members of the HR Committee who have undergone training to be responsible for the Clerk's appraisal, keeping a written and electronic record.

To establish the health, safety and welfare policies of the Council and oversee implementation and compliance.

To monitor the leave and absences of employees in order to address any regular or sustained staff absences.

To ensure all disciplinary and grievance policies are dealt with in line with the Council's procedures.

One Member of the committee may be invited to sit on the Appeals Committee if and when required; Appeals will be decided by Council.

To manage the Human Resources budget including the training budget for Members and the staff of the Town Council.

## **5. APPEALS COMMITTEE**

### **Role of Committee:**

To act as an independent appeals committee.

### **Membership:**

The Committee shall consist of THREE Councillors, advisable to include the Chairperson of the Council and to include one from the Human Resources Committee appointed by Council as and when required.

The quorum for a meeting will be a minimum of three councillor members.

### **Meetings:**

The committee will meet as and when required.

### **Rights and Powers:**

To hear and determine all matters of appeal concerning employees.

## **6. PLANNING, HIGHWAYS AND ENVIRONMENT COMMITTEE**

### **Role of Committee:**

The Committee role is to consider, decide upon and make recommendations on

- planning application consultations sent by Thanet District Council and any other authorities.



- Statutory and non-Statutory planning policy documents from whatever source.

The Committee role is to consider and make recommendations on

- To debate and recommend strategy and action on any matters related to highways and by-ways of Westgate on Sea or highways or by-ways that directly affect the Town
- To debate and recommend strategy and action on any matters related to the general environment and environmental sustainability of Westgate on Sea

### **Membership:**

The Committee shall consist of up to SIX Members appointed by the Full Council at the Annual Town Council Meeting each May.

The quorum for a meeting will be a minimum of three Councillor members.

The Committee shall elect its own Chairperson and Vice-Chairperson once a year on the meeting immediately after the ATCM of Full Council or on an election year at the first scheduled meeting.

### **Meetings:**

All meetings shall have minutes taken by the Town Clerk or other nominated employee and conducted in the manner as prescribed for Full Council meetings in the Westgate on Sea Town Council Standing Orders as in force at the time.

On the first meeting in an Election Year the Committee will review their Standing Orders and Terms of Reference. They will then report back to the next Full Council meeting on any changes they feel are necessary and ask for those changes to be ratified by Full Council.

The Committee will meet monthly except for August each year.

### **Rights and Powers:**

The Committee can ask any member of the public, company, or organisation they think will be of benefit to the decision making of The Committee to give evidence to The Committee.

- The Committee will perform the following on behalf of Full Council;
  - Scrutinize all planning applications made within the area covered by Westgate on Sea Town Council.
  - Scrutinize any planning applications that are on other areas, but which may impact on the area covered by Westgate on Sea Town Council.
  - Make recommendations on behalf of Full Council, as to whether the application should be;
    - i. Supported (with or without comments);
    - ii. Objection (with comments);
    - iii. No Objection offered or



iv. Called In (this can only be undertaken by a District Councillor).  
\* DEVOLVED AUTHORITY – Where the Planning Application is subject to time constraints for comments which mean that a meeting will not be held before the deadline for comments then the Chairperson and Vice Chair have the authority of Full Council to do any of the following through the Clerk;

- a. Call an Extra-Ordinary Meeting of the Planning, Highway and Environment Committee to consider the matter.
- b. Ask any District or County Councillor (as appropriate) to “Call In” the application.
- c. Make representation to the relevant authority requesting an extension to the consultation dates.
- d. Ensuring they comply with any Planning Policy of Westgate on Sea Town Council, make a response on behalf of Westgate on Sea Town Council, reporting such response to the next available Full Council Meeting.

- The Committee will carry out any site visits through and with the Clerk it feels are necessary to assist it in its deliberations.
- The Committee will provide an overview to the Full Council monthly if matters warrant their attention.

## **7. LOCAL TRANSPORT SUB-COMMITTEE**

**LT is a sub-committee of the F&GP Committee.**

### **Role of Sub-Committee:**

The purpose of the LT Sub-Committee is to consider practical solutions for local transport in Westgate on Sea where there is a demonstrated need.

Take responsibility for planning, research, identifying costs and options for the Town and report back to the F & GP Committee or Town Council on these matters.

Liaise with relevant authorities and organisations to report back to the F & GP Committee or Town Council on these matters.

Identify ways of involving the whole community and gather the views and opinions of as many groups and organisations in the community as possible.

Regularly report back to the Town Council on progress, issues arising and recommendations from the Sub-Committee.

To recommend improvements for the Town and how the Town Council can facilitate the implementation with use of funding, sponsorship and grant opportunities.

### **Membership:**

There will be a minimum of three Town Councillors nominated by the Town Council; one Chair position will be filled as voted for by the Sub-Committee.



## **Defining Roles**

At the first meeting, the Sub-Committee will elect a Chairman.

## **Roles and Relationships**

The Town Council will provide the opportunity for the endorsement of regular reports via its meeting agenda.

## **Meetings**

LT Sub-Committee meetings will be held as required but not more than once a month.

At least three clear days' notice of meetings shall be sent to members via the communication method agreed with, and appropriate to each individual member.

The Town Clerk or Nominated Person shall keep a record of meetings and circulate minutes to Sub-Committee members and the Town Council in a timely fashion. Minutes shall be made publicly available on the Town Council website.

All meetings shall be open to the public.

A minimum of three members shall be present for decisions to be taken. A simple majority vote will be required to support any motion.

## **Working Groups**

The Sub-Committee may establish working groups, made up of volunteers from the community to aid them in any Project related work.

Each working group should have a lead person from the Sub-Committee.

## **Finance**

All grants and funding will be applied for and held by the Town Council, who will ring-fence the funds for the Project purposes only.

Notification of all planned expenditure will be given to the Town Clerk before actual costs are incurred.

Invoices will be made out in the name of the Town Council who will pay them at their next scheduled Town Council meeting.

## **Changes to the Terms of Reference**

This constitution may be amended with the support of at least two thirds of the current membership at a Sub-Committee meeting and with the approval of either F&GP Committee or the Town Council.



## **8. COASTAL COMMUNITY TEAM – is this to be continued?**

### **Role of Working Party:**

The Secretary of State for Communities and Local Government has agreed to the request of Westgate-on-Sea Town Council to create a Coastal Community Team. The Team will advise and support the Town Council in its efforts to regenerate the town.

### **Membership:**

The Team will consist initially of:

ONE Town Councillor as chairperson, and representatives of: Shops and small businesses, schools and young people, churches, Residents' Association, Westgate-on-Sea Heritage Centre, Conservation Area Action Group.

Other members may be co-opted, in particular those working on other planning processes.

### **Meetings:**

Meetings should be held as and when required but normally every quarter.

Decisions should normally be by consensus at meetings. Where a vote is required each member shall have one vote. A minimum of three members shall be present for decisions to be taken. A simple majority vote will be required to support any motion. The Chairperson will have one casting vote.

Copies of the Town Council's Code of Conduct will be available to all members.

### **Rights and Powers:**

Help to re-energise and galvanise the community of Westgate-on-Sea, bringing together the various business and commercial, community and other relevant organisations

Draw up an economic plan for Westgate-on-Sea, in accordance with DCLG guidance, and in co-ordination with other planning initiatives such as the Neighbourhood Plan; - Identify, examine and make proposals for measures and projects to help revive the economy of the town, and to cater for the needs of the residents young and old; - Develop partnerships with other Teams in Thanet, and other organisations with a role to play in the town's regeneration.

The Team will pay special attention to informing and involving the wider community in its work, through reports and appropriate initiatives such as visits to schools and retirement homes.

The Council will review the Team's activities each year, on the basis of a report from the Team.

## **9. ALLOTMENTS WORKING GROUP**



**Membership:**

- The Allotments Working Group shall consist of up to **TWO Councillors (proposed to be one Officer instead)** and FIVE Allotment Holders to represent the tenants of the allotment garden.
- All Councillors and members of the Working Group will receive notification by email for the dates for meetings at least three clear working days in advance, including Agenda and any other relevant papers for the Working Group meeting.

**Procedures**

- The Allotments Working Group will operate in accordance with Local Government law and in accordance with the Council's Standing Orders.
- At the first meeting of the Working Group the Group shall elect a Chairperson and Vice-Chairperson for the forthcoming year from amongst the Group membership. The Chairperson and Vice-Chairperson may be re-elected in subsequent years.
- The Group will submit minutes of meetings to the next Council meeting and seek approval for recommendations made.
- The Town Clerk or designated officer shall provide administrative support for the Group.

**Frequency of Meetings:**

- The Group shall normally meet every two months in January, March, May, July, September and November unless varied by the agreement of the Group.

**Functions:**

- To consider any issues relating to the management of land and facilities within the boundary of the Allotment Gardens.
- To discuss and make recommendations to the Council on matters delegated to the Allotments Working Group, currently: -
  - Allotments management – to recommend levels of fees and charges for the letting of the allotments at Lymington Road
  - To ensure that all plots are cultivated and maintained on a regular basis, any new tenants to have at least 50% of their plot cultivated to within a period of six months.
  - To advise the Town Clerk if any plots are not meeting the recommendations of the National Society of Allotments and failing to operate under a thirty-day non-cultivation system; in this instance the



Town Council may elect to serve notice which could result in the tenancy being terminated if neglect is still evident.

- To ensure all rules relating to the Allotment Gardens on Lymington Road made by the Town Council are upheld.
- The Chairperson of the Allotment Working Group and two representatives including 1 Councillor preferably shall undertake regular inspections of the Allotment Gardens and provide the Group with a report at the next meeting.

#### **Rent**

- All payments for rent for an Allotment Garden will be administered by the Town Clerk or representative, to be paid annually in advance on receipt of an invoice, within a period of 21 days. The annual invoices are generally sent out when the tenancy expires at the end of September each year.

### **10. SUBSTITUTION**

Where an ordinary Member of a Committee cannot attend a Committee meeting a substitute Member may be proposed and communicated to the Town Clerk in writing by the ordinary Member at least 2 days with the agreement of the substitute Member before the meeting takes place, the appointment of the substitute if agreed by the Committee Members of the meeting to be permitted voting rights for that meeting.

### **11. DELEGATIONS**

#### **(a) General**

Where powers of duties have been delegated to a Committee it shall be competent for that Committee in turn to assign functions or delegate powers and duties to the Town Clerk provided that any action taken under delegated powers by the Town Clerk shall be reported to the next meeting of the appropriate committee or sub-committee (or Council) for information.

A committee may set up a working group to investigate, consider and report back with recommendations on any issue.

Any power or duty which is delegated under this scheme is subject to Town Council policy and the approved budget and may also be exercised by the Town Council or any Committee which has delegated or further delegated that power or duty.

#### **(b) Chairperson's powers**

The Town Clerk may, in consultation with the Chairperson of the Council, on the Council's behalf deal with, decide or take action on such matters as will not admit of



delay, subject to a report indicating such action being submitted to the next meeting of the Council.

**(c) Delegation to the Town Clerk**

The following list of delegations to the Town Clerk may, from time to time, be further delegated to the Council's officers at the discretion of the Town Clerk.

To be and carry out the functions of the Proper Officer under the Local Government Act 1972

To arrange and call meetings of the Town Council and its Committees and Sub-Committees; and to implement decisions thereof.

The general management of the Council's services in accordance with the policies determined from time to time by the Council and its Committees, including dealing with correspondence and handling complaints and requests for information.

The management of the Town Council's facilities.

The initiation of new arrangements and revision of existing arrangements for the improved management of Council establishments providing the estimated cost has been included in the current revenue budget.

The determination of the use of existing office accommodation, the purchase of equipment and the authorisation of repairs and maintenance to all buildings and equipment within the financial limit of the current revenue budget.

The implementation of non-discretionary adjustments to the Scheme of Conditions of Service of the National Joint Council

The appointment, management, development, appraisal and discipline of employees.

The delegation of staff to attend courses, seminars etc. relevant to their position with the Council

Any action necessary in an emergency to protect the Council's property or assets or minimise its liabilities, subject to consultation where practicable with the Chairperson and to report back to the next appropriate Council meeting.

**(d) Further Delegations**

The Council may from time-to-time further delegate action to the Town Clerk. Such delegation will be clearly minuted and revised accordingly.

**(e) Delegations to the Responsible Financial Officer**

To be the Responsible Financial Officer for the purposes of section 151 of the Local Government Act 1972 and carry out the functions of the Responsible Financial Officer under the Local Government Act 1972, including the maintenance of the Council's accounts, arrangements for internal audit and the preparation of budget estimates for the forthcoming year.



To make arrangements to pay the salaries and wages of employees of the Council.





## WESTGATE-ON-SEA TOWN COUNCIL COMMITTEES AND MEMBERSHIPS 2023/24

Westgate-on-Sea Town Council operates its powers and duties through a Committee system. The Council and its Committees make the policy decisions of the Council. The Town Clerk carries out the decisions of the Council and has some delegated powers under Section 101 of the Local Government Act 1972 to ensure the smooth day to day running of the Council.

<b>Finance &amp; General Purposes Committee – up to 8 Members</b> Reviews the financial performance of the Council and considers expenditure and budgets	<b>Planning, Highways &amp; Environment Committee – up to 6 Members</b> Considers the planning application notifications from Thanet District Council as consultees for comments
Cllr King	Cllr Wallin
Cllr Wallin	Cllr Donaldson
Cllr Donaldson	
Cllr Veck	

<b>Human Resources Committee – up to 4 Members</b> Discusses matters relating to staffing and ensures best practice on policy and operational matters through recommendations whilst meeting statutory UK regulations and legislation	<b>Events, Tourism &amp; Developments Sub-Committee – up to 5 Members</b> The purpose of the E,T&D Committee is not to replace any existing local group, organisation or club, it shall be a conduit to encourage local groups, clubs and community organisations to work in collaboration with the Town Council. Encourage as many community groups as possible and organisations to be involved in the events, tourism initiatives and improvements identified for the Town
Cllr King	Cllr King
Cllr Donaldson	Cllr Donaldson
Cllr Veck	Cllr Scott




<b>Local Transport Sub-Committee</b>
<b>3 Members</b>
Cllr King
Cllr Wallin

<b>Coastal Community Team</b>	<b>Allotments Working</b>
<b>1 Member</b>	<b>Group</b>
	Proposed Officer of WoSTC



Date: 11/04/2023

Westgate on Sea Town Council

Page 1

Time: 12:56

**Bank Reconciliation Statement as at 31/03/2023  
for Cashbook 1 - Current Bank A/c**

User: CHLOE

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page</u>	<u>Balances</u>
Current Account	28/02/2023	120	3,531.28
Allotment Account	29/02/2020		0.00
			<u>3,531.28</u>
<u>Unpresented Cheques (Minus)</u>		<u>Amount</u>	
		0.00	
			<u>0.00</u>
			3,531.28
<u>Receipts not Banked/Cleared (Plus)</u>			
		0.00	
			<u>0.00</u>
			3,531.28
		<b>Balance per Cash Book is :-</b>	<b>3,531.28</b>
		<b>Difference is :-</b>	<b>0.00</b>



Date: 06/04/2023

Westgate on Sea Town Council

Page 1

Time: 15:30

**Bank Reconciliation Statement as at 31/03/2023  
for Cashbook 2 - Petty Cash**

User: CHLOE

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page</u>	<u>Balances</u>
Petty Cash	30/11/2022		294.61
			<u>294.61</u>
<u>Unpresented Cheques (Minus)</u>		<u>Amount</u>	
		0.00	
			<u>0.00</u>
			294.61
<u>Receipts not Banked/Cleared (Plus)</u>			
		0.00	
			<u>0.00</u>
			294.61
		<b>Balance per Cash Book is :-</b>	<b>294.61</b>
		<b>Difference is :-</b>	<b>0.00</b>



**Bank Reconciliation Statement as at 31/03/2023  
for Cashbook 3 - Unity Deposit Account**

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page</u>	<u>Balances</u>
Deposit Account	31/01/2023	30	83,879.37
			0.00
			<u>83,879.37</u>
<u>Unpresented Cheques (Minus)</u>		<u>Amount</u>	
		0.00	
			<u>0.00</u>
			83,879.37
<u>Receipts not Banked/Cleared (Plus)</u>		0.00	
			<u>0.00</u>
			83,879.37
		<b>Balance per Cash Book is :-</b>	<b>83,879.37</b>
		<b>Difference is :-</b>	<b>0.00</b>



Westgate on Sea Town Council  
Current Bank A/c

List of Payments made between 01/03/2023 and 31/03/2023

Date Paid	Payee Name	Reference	Amount Paid	Authorized Transaction Detail
02/03/2023	Business Stream (Water)	DD	£19.53 DD	INV: 1630899 - Water Office
06/03/2023	British Petroleum	BACS	£138.79 BACS	INV: 9004821201 - Fuel
06/03/2023	Pitch Master	BACS	£45.00 BACS	INV: 01.03 - Pitch Marking
06/03/2023	Business Stream (Water)	DD	£26.86 DD	INV: 1634711 - Water Pavilion
06/03/2023	Social Media Matters	BACS	£385.00 BACS	INV: WTC08 - S.Media Management
06/03/2023	P Wave Medical Ltd	BACS	£114.00 BACS	INV: S1792 -F.Aid P.Races
06/03/2023	Society of Local Council Clerk	BACS	£18.00 BACS	INV: 2094971 -GG - Elections
06/03/2023	Cleaner	BACS	£30.00 BACS	Office Clean 01.03.23
06/03/2023	KALC	BACS	£16.80 BACS	INV:..969 -RB - Display Assess
06/03/2023	Hughes & Son	BACS	£80.00 BACS	INV: 23.0017 -Pitch Marking
07/03/2023	Mitec Group Ltd	BACS	£159.84 BACS	INV: 22764 - Office 365
08/03/2023	Telecommunications Management	PAYPAL	£10.00 PAYPAL	Work Mobile Phone Top Up
13/03/2023	Siemens	DD	£514.80 DD	INV: A8634721 - Copier Rental
13/03/2023	Phoenix Link UK Ltd	DD	£104.41 DD	INV: 43073 - Tel & B.Band
14/03/2023	Octopus Energy	DD	£324.28 DD	INV: C79-21 - G&E Office
14/03/2023	Octopus Energy	DD	£79.63 DD	INV: 28F-20 - Elec Pavilion
16/03/2023	Pitch Master	BACS	£45.00 BACS	INV: 15.03 - Pitch Marking
16/03/2023	Window Cleaner	BACS	£12.00 BACS	INV: 21736 - Window Clean
16/03/2023	Smart Office Solutions Ltd	BACS	£348.00 BACS	INV: 624625 -Copier Collection
16/03/2023	Cleaner	BACS	£30.00 BACS	Office Clean 15.03.23
16/03/2023	Amazon	CC	£64.06 CC	INV: 15.02 -Event Decorations
16/03/2023	Lloyds Bank	CC	£3.00 CC	Credit Card Fees
17/03/2023	Smart Office Solutions Ltd	BACS	£348.00 BACS	INV - Photocopier
21/03/2023	Business Stream (Water)	DD	£1,921.48 DD	INV: 1694418 - Water Allot
23/03/2023	Fuse Collaboration Services	BACS	£31.20 BACS	INV: 1872 - Skykick
27/03/2023	Adobe Systems Software Ireland	PAYPAL	£24.26 PAYPAL	ADB144373256UK - Adobe
27/03/2023	KCS Procurement	BACS	£105.49 BACS	Photocopier
27/03/2023	Gr&ss	BACS	£300.00 BACS	INV: WTC001-Slit, brush & roll
30/03/2023	Cleaner	BACS	£30.00 BACS	Office Clean 29.04.23
30/03/2023	Pitch Master	BACS	£45.00 BACS	INV: 22.04 - Pitch Marking
31/03/2023	Unity Trust Bank	BACS	£0.10 BACS	Debit Interest
31/03/2023	Unity Trust Bank	BACS	£35.70 BACS	Bank Service Charge
31/03/2023	Payroll	BACS	£9,118.88 BACS	
	Total		£14,529.11	



Westgate on Sea Town Council

Current Bank A/c

Cash Received between 01/03/2023 and 31/03/2023

Date	Cash Received from	Receipt No	Receipt Description	Receipt Total
02/03/2023	Plot 45B	ALLOT 45B	Allot Renewal 22 - P45B	£36.50
27/03/2023	Barclays Bank Plc	BARCLAYS	Room Rental Income	£2,000.00
01/03/2023	Hearing Voices	DONA	Room rental donation	£10.00
27/03/2023	Plot 22B	ALLOT 22B	Allot New 23 - 22B	£61.50
28/03/2023	Siemens Financial	COPIER	INV: A8634721 - Copier REFUND	£514.80
31/03/2023	Smart Office Solutions	COPIER	Photocopier Refund	£348.00
07/03/2023	Thanet Community Lotto	LOTTO	Fundraising - Mar	£4.00
16/03/2023	Unity Deposit Account	SWEEP	Sweep - Dep to Cur	£10,000.00
31/03/2023	Unity Deposit Account	SWEEP	Sweep - DEP to CUR	£1,000.00
21/03/2023	Unity Trust Bank	INDEM CLAIM	Claim re: allot wtr inv.:.418	£1,921.48
27/03/2023	Plot 24B	ALLOT 24B	Allot New 23 - 24B	£61.50
16/03/2023	Your Leisure	SPANISH	INV: WES004 - Spanish	£440.00
			Total Receipts	£16,397.78



Westgate on Sea Town Council

Unity Deposit Account

List of Payments made between 01/03/2023 and 31/03/2023

Date Paid	Payee Name	Reference	Amount Paid	Authorized Ref	Transaction Detail
16/03/2023	Current Bank A/c	SWEEP	£10,000.00		Sweep - Dep to Cur
31/03/2023	Current Bank A/c	SWEEP	£1,000.00		Sweep - Dep to Cur
		Total Payments	£11,000.00		



Westgate on Sea Town Council

Unity Deposit Account

Cash Received between 01/03/2023 and 31/03/2023

Date	Cash Received from	Receipt No	Receipt Description	Receipt Total
31/03/2023	Unity Trust Bank	INTEREST	Bank Interest	£465.20
			Total Receipts	£465.20



Westgate on Sea Town Council

Petty Cash

List of Payments made between 01/03/2023 and 31/03/2023

Date Paid	Payee Name	Reference	Amount Paid	Authorized Ref	Transaction Detail
03/03/2023	Georges	CASH	£2.00 CASH		Drawing Pins
08/03/2023	Access Lock & Key Service	CASH	£31.16 CASH		Padlock for Pavilion
16/03/2023	Best One	CASH	£4.98 CASH		Sugar, Tea etc
24/03/2023	Officer WoSTC	CASH	£50.40 CASH		Mileage - CILCA - Ditton
24/03/2023	Amazon	CASH	£10.00 CASH		Stationary - Cutting Ruler
30/03/2023	Access Lock & Key Service	CASH	£35.00 CASH		Allotment Keys x 10
31/03/2023	Co Op	CASH	£12.65 CASH		Cleaning Supplies
Total Payments			£146.19		



Westgate on Sea Town Council

Petty Cash

Cash Received between 01/03/2023 and 31/03/2023

Date	Cash Received from	Receipt No	Receipt Description	Receipt Total
31/03/2023	Resident	COPY	Photocopying	£0.30
Total Receipts				£0.30



## Westgate on Sea Town Council

Page 1

## Working details for ANNUAL RETURN - Year ended 31 March 2023

	<u>Last Year £</u>	<u>This Year £</u>	<u>Code and Centre</u>		<u>Code Description</u>
1	65,266	70,002	310	0	General Reserves
1	137	137	315	0	Lotto Community Projects
1	300	1,595	316	0	EMR-Community Project - Path
1	0	6,261	317	0	EMR-Asset Transfers
1	0	425	319	0	EMR-Boating Pool
1	12,200	5,180	320	0	EMR-Local Plan Support
1	7,266	7,266	321	0	EMR-Elections
1	2,500	2,500	322	0	EMR-Discretionary Powers
1	15,354	1,752	323	0	EMR-Capital Projects Unidentif
1	0	1,001	326	0	EMR-Grit & Litter Bins
1	2,645	0	327	0	EMR - Westgate in Bloom
1	890	690	328	0	EMR-Westgate Day Stall
1	513	0	329	0	EMR - Community Spirit Group
1	0	1,897	330	0	EMR-Christmas Lights
1	<b>Balances brought forward</b>	<b>107,070</b>	<b>98,705</b>	Total balances and reserves at the beginning of the year as recorded in the financial records. Value must agree to Box 7 of previous year.	
2	149,475	161,600	1076	100	Precept
2	<b>(+) Precept or Rates and Levies</b>	<b>149,475</b>	<b>161,600</b>	Total amount of precept (or for IDBs rates and levies) received or receivable in the year. Exclude any grants received.	
3	12,025	7,105	115	999	VAT on Receipts
3	58	1,189	1090	100	Interest Received
3	135	159	1100	161	Lotto
3	48	0	1150	152	Charity Income Collected
3	0	270	1150	154	Charity Income Collected
3	0	1,083	1200	120	Training Recharge Income
3	651	7,170	1300	130	Room Rental Income
3	11	881	1310	130	Photocopying Income
3	1,870	2,064	1350	110	Recharge to Birchington Town C
3	3,130	3,000	1400	140	Allotment Rent Income
3	240	130	1401	141	Allotment Key Deposit Held
3	100	70	1402	140	Allotment PLOT Deposit
3	1,617	3,301	1405	140	Allotment Water Income
3	1,000	1,120	1410	142	Football Income
3	250	280	1450	190	Rec Grounds Income
3	0	275	1500	154	Return Deposits on Events
3	0	800	1503	154	Grants
3	0	1,061	1504	110	Donations
3	0	47	1504	130	Donations
3	860	323	1504	165	Donations
3	1,406	0	1504	166	Donations
3	0	52	1504	180	Donations
3	502	0	1504	190	Donations
3	209	0	1504	191	Donations
3	-200	0	1505	150	Westgate Day - Events Income
3	0	140	1525	164	Fixology Income
3	3,195	0	1700	170	Neighbourhood Plan Income
3	3,500	0	1800	185	COMF Income
3	437	619	1990	130	Credit Notes/Refunds
3	<b>(+) Total other receipts</b>	<b>31,044</b>	<b>31,138</b>	Total income or receipts as recorded in the cashbook less the precept or rates/levies received (line 2). Include any grants received.	
4	43,574	50,301	4000	120	Salaries - Office Staff
4	25,469	31,770	4010	120	Salaries - Operatives
4	27,046	34,222	4030	120	Pension & PAYE
4	<b>(-) Staff costs</b>	<b>96,089</b>	<b>116,293</b>	Total expenditure or payments made to and on behalf of all	

Continued over page



## Working details for ANNUAL RETURN - Year ended 31 March 2023

<u>Last Year £</u>	<u>This Year £</u>	<u>Code</u>	<u>and Centre</u>	<u>Code Description</u>
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employees. Include gross salaries and wages, employers NI contributions, employers pension contributions, gratuities and severance payments.

5	(-) Loan interest/capital repayments	0	0	Total expenditure or payments of capital and interest made during the year on the authority's borrowings (if any).	
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6		10,798	8,883	515	999	VAT on Payments
6		0	185	4050	120	Staff Mileage & Benefits
6		60	1	4060	120	Staff other Expenses
6		558	347	5000	110	Vehicle Expenses - Tax/MOT
6		813	776	5010	110	Vehicle Expenses - Insurance
6		1,304	1,647	5020	110	Vehicle Expenses - Fuel
6		649	553	5030	110	Vehicle Expenses - Repairs
6		104	343	5040	110	Tools
6		122	136	5050	110	Uniform
6		456	600	5060	110	Refuse Disposal
6		335	399	5070	110	Other Materials
6		9,732	15,189	6100	130	Rent & Maint Charge
6		2,302	2,149	6105	130	Utilities
6		1,146	1,055	6110	130	Telephone & Broadband
6		547	10	6115	130	Mobile Phones
6		3,672	4,988	6120	130	Photocopier
6		2,673	2,302	6130	130	Office Expenses
6		507	0	6140	130	Office Refurb & New Equip
6		1,328	2,020	7000	130	Software & Licences
6		2,199	2,287	7010	130	Subscription & Memberships
6		2,756	4,984	7020	130	Legal & Professional Fees
6		3,679	2,025	7030	130	Insurance
6		173	233	7040	130	Bank Fees
6		1,537	3,014	7310	120	Cllr & Officer Training
6		1,600	1,850	7500	130	Community Newsletter
6		120	27	7510	130	Meetings / Hospitality
6		1,026	3,037	7520	140	Allotment Water Expenditure
6		122	85	7530	140	Allotment Repairs
6		30	913	7540	140	Allotment Expenditure
6		1,260	1,037	7600	142	Football Pitches
6		13,349	11,888	7605	190	Rec Ground Expenditure
6		0	1,778	7610	154	Lymington Events Expenditure
6		14	0	7700	161	Lotto - Community Projects
6		521	0	7750	163	Community Spirit Craft Group
6		376	0	7751	166	Community Path Expenditure
6		1,610	1,548	7752	166	Community Beach Works Expendit
6		1,076	0	7753	166	Community Sundeck Expenditure
6		0	270	7800	154	Charity Collection Paid
6		48	0	7800	162	Charity Collection Paid
6		54	73	8016	152	Remembrance Wreath
6		138	1,781	8017	152	VEDAY Picnic in the Park
6		388	169	8020	153	Pancake Race
6		2,729	3,041	8045	157	Christmas Lights
6		396	344	8050	150	Westgate Day
6		1,990	658	8055	151	Westgate in Bloom
6		1,650	1,300	8060	160	Grants & Donations Paid
6		3,521	0	8500	185	COMF Expenditure
6		10,109	1,911	8800	170	Neighbourhood Plan Expenditure
6		622	1,430	9050	190	Community Assets
6		1,599	0	9053	190	Traffic Improvements HIPS Expe

Continued over page



## Working details for ANNUAL RETURN - Year ended 31 March 2023

	<u>Last Year £</u>	<u>This Year £</u>	<u>Code and Centre</u>		<u>Code Description</u>
6	999	0	9054	191	Litter/Grit Bins
6	0	180	9100	180	Elections
6	<b>92,795</b>	<b>87,445</b>	Total expenditure or payments as recorded in the cashbook less staff costs (line 4) and loan interest/capital repayments (line 5).		
7	<b>98,705</b>	<b>87,705</b>	Total balances and reserves at the end of the year. [Must equal (1+2+3)-(4+5+6)]		
8	2,112	3,531	200	0	Current Bank A/c
8	96,190	83,879	210	0	Unity Deposit Account
8	403	295	220	0	Petty Cash
8	<b>98,705</b>	<b>87,705</b>	The sum of all current and deposit bank accounts, cash holdings and short term investments held as at 31 March – To agree with bank reconciliation.		
9	<b>0</b>	<b>0</b>	The value of all the property the authority owns – it is made up of all its fixed assets and long term investments as at 31 March.		
10	<b>0</b>	<b>0</b>	The outstanding capital balance as at 31 March of all loans from third parties (including PWLB).		



## Trial Balance by Cost Centre

	<u>A/c Code</u>	<u>Account Name</u>	<u>Debit</u>	<u>Credit</u>
	200	Current Bank A/c	3,531.28	
	210	Unity Deposit Account	83,879.37	
	220	Petty Cash	294.61	
	310	General Reserves		70,002.05
	315	Lotto Community Projects		136.60
	316	EMR-Community Project - Path		1,075.47
	317	EMR-Asset Transfers		6,260.77
	319	EMR-Boating Pool	581.00	
	320	EMR-Local Plan Support		3,358.87
	321	EMR-Elections		7,265.74
	322	EMR-Discretionary Powers		2,500.00
	323	EMR-Capital Projects Unidentif		1,752.49
	326	EMR-Grit & Litter Bins		536.84
	328	EMR-Westgate Day Stall		690.00
	330	EMR-Christmas Lights		1,897.00
	Total :-	Balance Sheet & Non Centre A/cs	<b>88,286.26</b>	<b>95,475.83</b>
100 Income	1076	Precept		161,600.00
	1090	Interest Received		1,189.10
	Total :-	100 Income	<b>0.00</b>	<b>162,789.10</b>
110 Operational Costs	1350	Recharge to Birchington Town C		2,063.88
	1504	Donations		1,061.42
	5000	Vehicle Expenses - Tax/MOT	347.00	
	5010	Vehicle Expenses - Insurance	775.90	
	5020	Vehicle Expenses - Fuel	1,647.05	
	5030	Vehicle Expenses - Repairs	553.49	
	5040	Tools	342.92	
	5050	Uniform	136.00	
	5060	Refuse Disposal	600.00	
	5070	Other Materials	398.93	
	Total :-	110 Operational Costs	<b>4,801.29</b>	<b>3,125.30</b>
120 Human Resources	1200	Training Recharge Income		1,083.35
	4000	Salaries - Office Staff	50,301.39	
	4010	Salaries - Operatives	31,770.35	
	4030	Pension & PAYE	34,221.52	
	4050	Staff Mileage & Benefits	184.51	
	4060	Staff other Expenses	0.60	
	7310	Cllr & Officer Training	3,013.71	
	Total :-	120 Human Resources	<b>119,492.08</b>	<b>1,083.35</b>
130 Office Running Costs	1300	Room Rental Income		7,170.01
	1310	Photocopying Income		880.50
	1504	Donations		46.60
	1990	Credit Notes/Refunds		618.79
	6100	Rent & Maint Charge	15,189.05	
	6105	Utilities	2,149.02	
	6110	Telephone & Broadband	1,055.20	
	6115	Mobile Phones	10.00	
	6120	Photocopier	4,988.21	
	6130	Office Expenses	2,302.20	
	7000	Software & Licences	2,020.16	



## Trial Balance by Cost Centre

	<u>A/c Code</u>	<u>Account Name</u>	<u>Debit</u>	<u>Credit</u>
	7010	Subscription & Memberships	2,287.00	
	7020	Legal & Professional Fees	4,984.30	
	7030	Insurance	2,025.25	
	7040	Bank Fees	232.50	
	7500	Community Newsletter	1,850.00	
	7510	Meetings / Hospitality	27.15	
	<b>Total :-</b>	<b>130 Office Running Costs</b>	<b>39,120.04</b>	<b>8,715.90</b>
140 Allotments	1400	Allotment Rent Income		3,000.00
	1402	Allotment PLOT Deposit		70.00
	1405	Allotment Water Income		3,301.48
	7520	Allotment Water Expenditure	3,037.22	
	7530	Allotment Repairs	85.00	
	7540	Allotment Expenditure	912.87	
	<b>Total :-</b>	<b>140 Allotments</b>	<b>4,035.09</b>	<b>6,371.48</b>
141 Allotment Key Deposits	1401	Allotment Key Deposit Held		130.00
	<b>Total :-</b>	<b>141 Allotment Key Deposits</b>	<b>0.00</b>	<b>130.00</b>
142 Football Pitches	1410	Football Income		1,120.00
	7600	Football Pitches	1,036.91	
	<b>Total :-</b>	<b>142 Football Pitches</b>	<b>1,036.91</b>	<b>1,120.00</b>
150 Events-Westgate Day	8050	Westgate Day	344.26	
	<b>Total :-</b>	<b>150 Events-Westgate Day</b>	<b>344.26</b>	<b>0.00</b>
151 Events-Westgate in Bloom	8055	Westgate in Bloom	658.02	
	<b>Total :-</b>	<b>151 Events-Westgate in Bloom</b>	<b>658.02</b>	<b>0.00</b>
152 Events-Remembrance	8016	Remembrance Wreath	72.56	
	8017	VEDAY Picnic in the Park	1,780.57	
	<b>Total :-</b>	<b>152 Events-Remembrance</b>	<b>1,853.13</b>	<b>0.00</b>
153 Events-Pancake Race	8020	Pancake Race	168.66	
	<b>Total :-</b>	<b>153 Events-Pancake Race</b>	<b>168.66</b>	<b>0.00</b>
154 Events-Other	1150	Charity Income Collected		270.00
	1500	Return Deposits on Events		275.00
	1503	Grants		800.00
	7610	Lymington Events Expenditure	1,778.06	
	7800	Charity Collection Paid	270.00	
	<b>Total :-</b>	<b>154 Events-Other</b>	<b>2,048.06</b>	<b>1,345.00</b>
157 Events-Christmas Lights	8045	Christmas Lights	3,041.22	
	<b>Total :-</b>	<b>157 Events-Christmas Lights</b>	<b>3,041.22</b>	<b>0.00</b>
160 Community Projects Grants	8060	Grants & Donations Paid	1,300.00	
	<b>Total :-</b>	<b>160 Community Projects Grants</b>	<b>1,300.00</b>	<b>0.00</b>
161 Lotto Community Projects	1100	Lotto		158.50
	<b>Total :-</b>	<b>161 Lotto Community Projects</b>	<b>0.00</b>	<b>158.50</b>
164 Fixology	1525	Fixology Income		140.00



## Trial Balance for Current Year

## Trial Balance by Cost Centre

	<u>A/c Code</u>	<u>Account Name</u>	<u>Debit</u>	<u>Credit</u>
	Total :-	164 Fixology	0.00	140.00
165 Donations for Community Projec	1504	Donations		323.00
	Total :-	165 Donations for Community Projec	0.00	323.00
166 Community Beach Works	6000	Transfer from EMR		1,525.03
	7752	Community Beach Works	1,547.53	
	Total :-	166 Community Beach Works	1,547.53	1,525.03
170 Neighbourhood Plan	6000	Transfer from EMR		1,821.25
	8800	Neighbourhood Plan Expenditure	1,911.25	
	Total :-	170 Neighbourhood Plan	1,911.25	1,821.25
180 Council Activites	1504	Donations		52.00
	9100	Elections	180.42	
	Total :-	180 Council Activites	180.42	52.00
190 Community Assets	1450	Rec Grounds Income		280.00
	6000	Transfer from EMR		464.00
	7605	Rec Ground Expenditure	11,887.82	
	9050	Community Assets	1,429.99	
	Total :-	190 Community Assets	13,317.81	744.00
999 VAT Data	115	VAT on Receipts		7,104.86
	515	VAT on Payments	8,882.57	
	Total :-	999 VAT Data	8,882.57	7,104.86
		<b>Trial Balance Total :</b>	<b>292,024.60</b>	<b>292,024.60</b>
		<b>Difference :</b>	<b>0.00</b>	



**WESTGATE-ON-SEA TOWN COUNCIL  
LIST OF DIRECT DEBITS**

CAMPAIGN TO PROTECT RURAL ENGLAND  
DVLA  
FUEL CARD SERVICES  
INFORMATION COMMISSIONERS' OFFICE  
LLOYDS BANK CORPORATE  
OCTOPUS ENTERGY LTD  
OCTOPUS ENTERGY LTD  
PHOENIX LINK UK LT  
SW BUSINESS STREAM

ANNUAL MEMBERSHIP  
VEHICLE TAX  
BP FUEL  
DATA PROTECTION  
LLOYDS CREDIT CARD  
GAS SUPPLY  
ELECTRIC SUPPLY  
TELEPHONE AND BROADBAND  
WATER



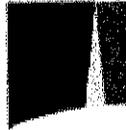
ASSET REGISTER 2022/2023

ASSET	QTY	LOCATION	DATE ACQUIRED	AMOUNT	TOTAL
Road signs - Road Ahead Closed	10	Container	Mar-17	£50.00	£500.00
Truck Town Council vehicle	1	On Road	Mar-17	£1.00	£1.00
Flag Pole	1	War Memorial - Sea Road		£1.00	£1.00
Microphone and console set (12 mic 1 x console)	1	Office - Reception area	Mar-17	£600.00	£600.00
Hewlett Packard Computer	2	Office - Reception area	11/01/2017	£325.00	£650.00
Dell Latitude Laptops	2	Office - Back Room		£400.00	£800.00
Folding meeting chairs	16	Office - Reception area		£53.12	£850.00
Defibrillator 1	1	Westgate - Station Road		£925.00	£925.00
Defibrillator 3	1	Westgate - Community Centre		£1.00	£1.00
Defibrillator 2	1	Westgate - Swan Public House		£925.00	£925.00
Defibrillator 4	1	Westgate - Cambourne Ave		£1.00	£1.00
Defibrillator 5	1	Westgate - (St Mildreds Bay)		£925.00	£925.00
Public litter bins	7	Westgate		£146.34	£909.65
Memorial Benches	1	St Mildreds Bay & West Bay		£1.00	£1.00
Football Posts	1	Office (Container)	01/03/17	£651.00	£651.00
Public litter bins	14	Westgate		£115.00	£1,610.00
Meeting tables	5	Office - Large Safe		£350.00	£1,750.00
SID Speedwatch kit	1	Office - Large Safe		£1,800.00	£1,800.00
Storage Container	1	Lymington Road Recreation Ground		£1,850.00	£1,850.00
Memorial Benches	2	St Mildreds Bay & West Bay		£2.00	£2.00
Showers in Pavilion	2	Lymington Road Recreation Ground	06/10/21	£576.00	£1,152.00
Fencing for Compound around Pavilion	1	Lymington Road Recreation Ground	22/10/21	£1,772.25	£1,772.25
Shelters on Sea Road	2	Opp Palm Court and opp War	01/05/21	£1.00	£2.00
War Memorial Recreation Ground including all	1	Lymington Road Recreation Ground	01/05/21	£1.00	£1.00
Outside PA system	1	Office	01/07/22	£600.00	£600.00
Grit Bins	4	Various sites in Westgate	08/12/21	£197.58	£790.32
					<b>£19,070.22</b>

NB The Christmas Tree has now died and therefore been removed from the Asset Register.

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**AVIVA**

**Certificate of Employers' Liability Insurance (a)**

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998, one or more copies of this certificate must be displayed at each place of business at which the Policyholder employs persons covered by the Policy)

Policy Number:	LCO02697
Name of Policyholder:	Westgate on Sea Town Council
Date of commencement of insurance	20/08/2022
Date of Expiry of insurance	19/08/2023

We hereby certify that subject to paragraph 2:

1. the policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey and the Island of Alderney, or to offshore installations in territorial waters around Great Britain and its Continental Shelf (b)
2. the minimum amount of cover provided by this Policy is no less than £5 million (c)

Signed on behalf of  
Aviva Insurance Limited  
(Authorised Insurers)

Authorised Signatory  
Adam Winslow  
Chief Executive Officer, UK & Ireland General Insurance

Notes

- a. Where the employer is a company to which regulation 3(2) of the Regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries, or that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries
- b. Specify applicable law as provided for in regulation 4(6) of the Regulations.
- c. See regulation 3(1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy.

**It is recommended that you retain a copy of each Employers' Liability certificate issued to you**





## Brokers Certificate of Public and Products Liability Insurance

Name and Address of Insured	Westgate on Sea Town Council 78 St. Mildreds Road Westgate-on-Sea Kent CT8 8RF
Insurers	Aviva Insurance Ltd, Pitheavlis, Perth PH2 0NH
Policy Number	LCO02697
Period of Insurance	From: 20 August 2022 To: 19 August 2023
<p>In our capacity as Insurance Brokers we hereby certify that the above named are currently insured for the above period. The limits of indemnity currently provided are as follows:</p> <p><b>Public and Products Liability</b></p> <p>£10,000,000 any one incident (or in total during any one period of insurance in relation to Products Liability)</p>	
<p>The cover provided is in accordance with the terms and conditions agreed with the insurer. Details can be provided on request. The information provided is accurate at the date of issue. No obligation is imposed on the Broker to advise of any alterations.</p>	
Broker Details	BHIB Insurance Brokers AGM House, 3 Barton Close, Grove Park, Enderby, Leicester LE19 1SJ
Signed	
Name	Kevin Richards – Cert CII – Head of Technical Broking
Date of Issue	27 July 2022



# Local Councils

## Policy Schedule

27/07/2022



**Important (Material Circumstances)**

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

**Your Details**

<b>Name of Council:</b>	Westgate on Sea Town Council
<b>Correspondence Address:</b>	78 St. Mildreds Road Westgate-on-Sea Kent CT8 8RF
<b>Business:</b>	Local Council
<b>Schedule produced on:</b>	27/07/2022
<b>The county association of local council you are affiliated to:</b>	Not Declared
<b>Population of Council Area:</b>	Up to 10,000

**Period of Insurance**

<b>Effective dates</b>	<b>From:</b>	20 August 2022
	<b>To:</b>	19 August 2023
<b>Renewal date:</b>		20 August 2023
<b>LTA Expiry Date:</b>		19 August 2025

**Your Insurance Adviser's Details**

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

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



**Premium Details**

<b>Annual Premium (excluding Terrorism):</b>	£1,808.26
<b>Insurance Premium Tax:</b>	£216.99
<b>Total Amount Due (excluding Terrorism):</b>	£2,025.25
<hr/>	
<b>Overall Annual Premium:</b>	£1,808.26
<b>Overall Insurance Premium Tax:</b>	£216.99
<b>Overall Amount Due:</b>	£2,025.25



**Cover Summary**

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

Applicable to all Sections where stated.

**Excess**

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

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

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

**Sub Limits**

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

All Limits of Liability apply any one Occurrence.

Limits are inclusive of the Excess unless otherwise stated.

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



**Part A - Property Damage and Business Interruption**

**Section 1 - Property Damage**

<b>Property Insured</b>	<b>Declared Value</b>	<b>Sum Insured</b>
Buildings	£100,000	£120,000
Contents	£168,266	£201,919
<b>Other Property Insured away from the Premises</b>		
Street Furniture	£100,000	£120,000
Gates and Fences	£87,712	£105,254
Playground Equipment	£114,402	£137,282
CCTV Equipment	Not Insured	Not Insured
War Memorials	£75,000	£90,000
Ground Surfaces	£7,000	£8,400
Mowers and Machinery	£25,000	£30,000
Sports Equipment	£30,000	£36,000
Regalia	Not Insured	Not Insured
Terrorism	Not Insured	

<b>Section Excess:</b>	£125
<b>Excess in respect of all Subsidence claims:</b>	£1,000
<b>Excess in respect of all Terrorism claims:</b>	Nil
<b>Territorial Limits:</b>	Great Britain, Northern Ireland, the Channel Islands and the Isle of Man



**Property Damage Extensions - Sub-Limits**

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



**Section 1A - Money**

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



**Section 2 - Business Interruption**

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

**Business Interruption Extensions – Sub-Limits**

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

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



**The Insured:** Westgate on Sea Town Council  
**Policy No:** LCO02697

**Local Councils  
Policy Schedule**

**Property Damage and Business Interruption Extensions - Sub-Limits**

**Claims Preparation Expenses:**

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

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



**Part B - Liabilities**

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



**Part C - Additional Covers**

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



**Continental Scale**

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

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

	<b>Territorial Limits</b>	Worldwide
Section 10	<b>Legal Expenses</b>	Insured
	Limit of Indemnity	£250,000
	Employee Compensation Aggregate Limit	£1,000,000
	Territorial Limits	As stated in the Policy

**Aviva Legal Helpline**

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



## Endorsements

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

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

### Additional Endorsements

#### [ 30 ] - Tree Felling and Lopping Cover

The following Extension is added to Part A - Section One - Property Damage:

The **Insurer** will pay for necessary and reasonable costs and expenses incurred by the **Insured** with the Insurer's consent for the lopping or removal of trees for which the **Insured** is responsible if such trees are considered by an arborologist or other qualified person to be an immediate threat to life or to the **Property Insured**.

However, this Extension will not cover legal or local authority costs involved in removing trees or costs solely incurred to comply with a preservation order.

The liability of the **Insurer** under this extension shall not exceed a maximum of £1,000 any one **Occurrence** and £5,000 any one **Period of Insurance**.

#### [ 31 ] - Fly Tipping Cover

The following Extension is added to Part A - Section One - Property Damage:

The **Insurer** will pay the reasonable costs of clearing and removing any property illegally deposited in or around the **Premises**.

The liability of the **Insurer** under this extension shall not exceed a maximum of £1,000 any one **Occurrence** and £5,000 any one **Period of Insurance**.

#### [ AMENDED ] - Amended Policy Introduction

**The following applies to your policy:**

The Policy Introduction is amended and restated as follows:

##### **Introduction**

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

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

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

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



**[ COVEX ] - General Exclusions - Coronavirus**

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

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

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

**Part C Section 10 Legal Expenses**

The Data Protection clause is restated as follows

**2. Legal defence**

**B. Data Protection**

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

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



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

4. Data Protection Act

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

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

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

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

Provided that

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



**[ IL001 ] - Index Linking**

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

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

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

**[ KEYPERSONS ] - Key Persons**

Two - Business Interruption:

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

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

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

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

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

Exclusions to this extension

We will not make payment under this Extension where

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



**[ SKATE ] - Skate Park Endorsement**

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

You must ensure that in connection with skateboard parks

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

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



**Long Term Undertaking - Expiry Date 19 August 2025**

**Reduced Premium**

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

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

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

**Local Council Awards Scheme (LCAS) Status**

A premium discount has been applied in recognition of confirmation that the Insured has attained an award under the Local Council Awards Scheme.



## **Important Information**

### **Data Protection – Privacy Notice**

#### **Personal Information**

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

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

#### **Personal Information we collect and how we use it**

We will use your personal information:

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

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

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

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

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

#### **Credit Searches**

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

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

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

#### **Automated decision making**

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



### **How we share your personal information with others**

We may share your personal information:

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

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

### **Marketing**

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

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

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

By email: [helpdesk@aviva.co.uk](mailto:helpdesk@aviva.co.uk)

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

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

### **How long we keep your personal information for**

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

### **Your rights**

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

### **Contacting us**

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

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

### **Fraud Prevention and Detection**

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

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



and we suspect fraud, we will record this to prevent fraud and money laundering.

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

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

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

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

### **Claims History**

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

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

### **Complaints Procedure**

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

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

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

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

### **Financial Services Compensation Scheme**

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

### **Choice of Law**

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

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

### **Telephone Call Charges and Recording**

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



### **Material Circumstances**

IMPORTANT – This policy is a legal contract

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

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

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

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

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

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

### **Claims since inception of this policy**

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



## **Local Councils**

### **Statement of Fact**

27/07/2022



**IMPORTANT** - This Statement of Fact provides a record of the information notified to us and facts assumed about you, your business and councillors and clerks. You must check all the information and material facts contained in the Statement of Fact and the Schedule and contact BHIB on 0330 013 0036 or by email to [affinities@bhbinsurance.co.uk](mailto:affinities@bhbinsurance.co.uk) immediately if any details are incorrect or incomplete.

You should keep this statement of fact for your records.

### Your Duty to make a Fair Presentation of Risk

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

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

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

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

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

### Claims Experience

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

### Declaration

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

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

### Your Property

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

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

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



**Fidelity Guarantee**

You do and will continue to;

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

**Health and Safety**

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



**Client Details**

<b>Council Name</b>	Westgate on Sea Town Council
<b>Address Line 1</b>	78 St. Mildreds Road
<b>Address Line 2</b>	
<b>Town</b>	Westgate-on-Sea
<b>County</b>	Kent
<b>Postcode</b>	CT8 8RF
<b>Please state to which Rural Community Council (England) or County Voluntary Council (Wales) you are affiliated or in which County area your Hall is situated</b>	Not Declared
<b>Population Size</b>	Up to 10,000
<b>If you do not have an PAYE Reference, please confirm that you are exempt from holding one</b>	To be confirmed
<b>Contact Title</b>	Ms
<b>Contact Forename</b>	Gill
<b>Contact Surname</b>	Gray
<b>Contact Telephone</b>	
<b>Contact Email Address</b>	Gill Gray

*This e-mail address has not been verified. Please contact the BHIB Affinities team to confirm that it remains correct for all future correspondence. X*

**Additional Email Address**

**This is...** a new quotation

**Mandatory Covers**

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



**Additional Covers**

<b>Do you require Additional Covers, as set out below?</b>	Yes
<b>Do you wish to increase the standard limit for any of the above options</b>	Yes
<b>Please enter Contents Limit required</b>	168,266
<b>Please enter Street Furniture Limit required</b>	0
<b>Please enter Gates &amp; Fences Limit required</b>	87,712
<b>Please enter Playground Equipment required</b>	114,402
<b>Please enter War Memorials required</b>	0
<b>Please enter Mowers &amp; Machinery required</b>	0
<b>Please enter Sports Equipment required</b>	0
<b>Total of Higher Values</b>	370,380



**Optional Covers**

**Do you require cover for Buildings**

**Yes**

**Buildings Cover ( 1 )**

<b>Address Line 1</b>	Lymington Road Pavilion, Lymington Road
<b>Address Line 2</b>	
<b>Town</b>	Westgate-on-Sea
<b>County</b>	Kent
<b>Postcode</b>	CT8 8ER
<b>Please state the Sum Insured</b>	100,000
<b>Construction Type</b>	Standard Construction Buildings incl Listed Buildings & Pavilions
<b>Is Subsidence cover required</b>	Yes
<b>Has there been any history of subsidence at this location</b>	No

**Do you require cover for CCTV Equipment**

**No**

**Is cover for Sports Ground Surfaces and/or Concrete, Tarmac or Asphalt Surfaces required**

**Yes**

**Sum Insured required for Ground Surfaces**

**7,000**

**Is cover for Regalia required**

**No**

**Is Business Interruption cover required?**

**Yes**

**Do you wish to add cover for Loss of Revenue?**

**Yes**

**Loss of Revenue Sum Insured**

**10,000**

**Additional Increased Cost of Working sum insured**

**0**

**Indemnity Period (months)**

**12 Months**

**Do you wish to add cover for Increased Cost of Working?**

**Yes**

**Increased Cost of Working sum insured**

**10,000**

**Increased Cost of Working Indemnity Period (months)**

**12 Months**

**Do you wish to add cover for Loss of Rent?**

**No**

**Do you wish to add cover for Key Persons?**

**Yes**

**Is cover for Personal Accident required**

**Yes**

**Is cover for Terrorism required**

**No**



Do you require No Claims Bonus Protection & Application of Excess Protection	No
Do you require Data Breach Response cover?	No
Have you attained an award under the Local Council Awards Scheme?	Yes
Do you wish to receive a free Parish Online licence?	No
Do you wish to agree to a 3 year Long Term Undertaking (LTU) in return for a discount	Yes
LTU Start date	20/08/2022
LTU End date	19/08/2025

**General Questions**

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

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

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

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

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

**Business Description** Local Council

Has the client elected to pay by instalments? No

Has your organisation made, or had made against it, any claims in the last 3 years, whether insured or not? No



## **Important Information**

### **Data Protection – Aviva Privacy Notice**

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

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

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

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

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

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

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

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

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

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

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

### **Fraud prevention and detection**

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

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

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

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

### **Claims History**

- Under the conditions of your policy you must tell us about any insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When you tell us about an incident we will pass information relating to it to a database.



- We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

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

#### **Fraud prevention and detection**

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

You can contact the FOS on 0800 023 4567. You can also visit their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) where you will find further information

#### **Regulatory Status**

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

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

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

You may check this information and obtain further information about how the Financial Conduct Authority protects you by visiting [www.fca.org.uk](http://www.fca.org.uk)

#### **Fraud prevention and detection**

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

You can contact the FOS on 0800 023 4567. You can also visit their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) where you will find further information

#### **Financial Services Compensation Scheme**

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

#### **Choice of Law**

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

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

#### **Financial Services Compensation Scheme**

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

In all cases, please quote your policy number.

#### **Copy document availability**

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

#### **Telephone Call Charges and Recording**

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call



rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.



# Statement of Fact Countrywise Motor Insurance



Quotation number  
Quote date

RQ-YAZKR  
30 May 2022

Broker name

Arthur J. Gallagher (Guildford)

**This document does not constitute acceptance of the risk, nor provide evidence of insurance cover.**

## Important

You should read this document carefully and in full since it represents the answers given by you or your representative during the application process and relied upon by us in deciding upon whether to accept the risk, together with the terms and premium that apply.

## Accuracy of Information

You have a duty of care to ensure that the information you or your representative have supplied is true to the best of your knowledge and belief.

If any of the information provided is not; correct, no longer true, valid or up-to-date, you should inform your insurance broker as soon as possible and where necessary, revised documentation will be issued. Failure to do so may mean that your policy is not valid or we may not be liable to pay all or some of your claim(s).

You are reminded that it is an offence to make any false statement or withhold any information for the purpose of obtaining a certificate of motor insurance.

## Proposer (who will be stated as the "Policyholder" if evidence of cover has been issued by us)

<b>Name of Company</b>	WESTGATE-ON-SEA TOWN COUNCIL
<b>Trading Name</b>	
<b>Address</b>	78 St. Mildreds Road Westgate-On-Sea Kent CT8 8RF
<b>Year Established</b>	2000
<b>Micro Enterprise</b>	Yes
<b>Agricultural Trade</b>	Parish Council
<b>Other Trade(s)</b>	None

## General Declaration

### You have confirmed the following:

- Neither the proposer nor any drivers have been declared bankrupt or insolvent, nor have been the subject of bankruptcy or insolvency proceedings, unless discharged.
- Neither the proposer nor any drivers have had insurance refused, declined, cancelled or had special terms imposed at any time.
- Neither proposer nor any drivers have any unspent non-motoring convictions according to the Rehabilitation of Offenders Act, nor have any prosecutions pending.



**MS Amlin Insurance SE**

MS Amlin Insurance SE (UK Branch), The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AG, United Kingdom, tel. +44 (0) 207 746 1000  
MS Amlin insurance SE is authorised and regulated by the NBB in Belgium and deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the United Kingdom for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

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# Statement of Fact Countrywise Motor Insurance

## Insured Vehicles

### Commercial Vehicles

Registration	Make / Model	Body Type	Year of Make	Value	Cover	NCD Years	Driving Restriction
CN57 HAU	Mercedes SPRINTER 311 CDI MWB CRC	Van	2007	£ 6,500	Comprehensive	4	Any driver aged over 25

### Trailers / Implements

#### Important Notice

The MS Amlin policy covers Trailers / Implements that are attached to a vehicle listed above and continues to do so once detached until such time the Trailer / Implement is attached to another vehicle. Furthermore the cover that applies to the Trailer / Implement will be the same as the insured vehicle to which the Trailer / Implement is (or was last) attached to.

#### You have confirmed that:

You do not require cover in respect of any Catering Trailer, Caravan, Mobile Home, nor any Trailer / Implement valued in excess of £100,000.

## Vehicle Declaration

You have confirmed the following:

- All vehicles are owned by and registered to the Proposer .
- All vehicles are kept overnight at the correspondence address of the Proposer at least 330 days of the year .
- No vehicle will be loaned, leased or hired out to another party.
- No Vehicle is fitted with a tracker.
- No Vehicle has been modified from the manufacturer's original specification .

## Use of Insured Vehicles, Trailers and Implements

You have confirmed that the insured vehicles, trailers and implements will be used for the following:

- Business use of the proposer including social, domestic and pleasure use and travel to and from the Proposer's place of work.
- Agricultural and/or Forestry contracting where the amount of income that is derived from this use is no more than 10%
- Agricultural / Special Types vehicles may be hired or loaned to a Public Authority for the purpose of driving stone crushing plant or for snow clearance.

#### Excluded Use:

Important: The MS Amlin policy will exclude:

- Use by any other person to travel to and/or from their place of work and/or study and for any associated business use.
- The Carriage of passengers and/or goods for hire and/or reward.
- The Carriage of any horse, animal and/or other living creatures for hire and/or reward.
- Use in connection with the Towing for reward a mechanically propelled vehicle.
- Racing, pace-setting, speed trials, motor rallies, competitions or trials.
- Hire of the vehicle.
- Use in connection with the motor trade.
- Use in connection with any other business.
- Use to secure the release of a motor vehicle other than the vehicle identified above.



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# Statement of Fact Countrywise Motor Insurance



## Driver Declaration

### You have confirmed the following:

- All drivers will hold a relevant driving licence (except where a fully trained driver over the age of 15 years uses an Agricultural / Special Type vehicle in a place where no licence is required by law).
- No Drivers have unspent motoring convictions under the Rehabilitation of Offenders Act for the following:
  - more than 2 motoring offences of any type, or
  - any offence where the conviction code starts with: AC, BA, CD, DD, DG, DR, E, IN, MR, NI, NR, Q, or
  - any of the following offences: MS60, MS61, MS62, MS63, MS64, MS65, MS66, NEND, TT99, Z007, Z008, or
  - any of the following offences: 41.04.001, 41.04.002, 50.08.015 to 50.08.023, 50.08.025 to 50.08.035, 50.08.123 to 50.08.142, 50.08.146, 50.08.147, 50.08.200 to 50.08.217, 50.10.001, 50.10.002, 52.08.093
- No Drivers have been involved in a motor accident, or made an insurance claim during the past 3 years.



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# Statement of Fact Countrywise Motor Insurance

## Important Notices

### Policy changes

Changes to this policy are only valid from the time that MS Amlin confirms acceptance.

### Privacy Notice

Your information has been, or will be, collected or received by MS Amlin. We will manage personal data in accordance with data protection law and data protection principles. We require personal data in order to provide good-quality insurance and ancillary services and will collect the personal data required to do this. This may be personal information such as name, address, contact details, identification details, financial information and risk details.

The full Data Privacy Notice can be found on [www.msamlin.com/en/site-services/data-privacy-notice.html](http://www.msamlin.com/en/site-services/data-privacy-notice.html).

A paper copy of the Data Privacy Notice can be obtained by contacting the Data Protection Officer by email ([dataprotectionofficer@msamlin.com](mailto:dataprotectionofficer@msamlin.com)) or at the below address:

Data Protection Officer  
MS Amlin Insurance SE (UK Branch)  
The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AG

### Fraud prevention

MS Amlin may pass information to the Claims and Underwriting Exchange register, run by Insurance Database Services Ltd (IDS Ltd) and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI). The aim is to help us check information provided and also to prevent fraudulent claims. When dealing with your request for insurance, we may search these registers. Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may give rise to a claim. When you tell us about an incident, we will pass information relating to it to the registers.

### Financial Services Compensation Scheme

MS Amlin Insurance SE (UK Branch) is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we are unable to meet our obligations to you under this policy. If you are entitled to compensation under the Scheme the level and the extent of the compensation would depend on the type of business and the circumstances of the claim. Further information is available from the FSCS.

Financial Services Compensation Scheme  
10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU

Website address: [www.fscs.org.uk](http://www.fscs.org.uk)

### Motor Insurance Database

Following UK legislation which implemented the Fourth EU Motor Directive, all UK motor insurance details are now required to be held on a central database. This legislation places an obligation upon you to ensure that the information stored on this database remains accurate and current at all times. Consequently any delay or failure to update your records may cause you to be in breach of this legislation which is a punishable offence.



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The information provided in this Insurance Product Information Document is a summary of key information about your policy that you should read. The summary does NOT contain the full terms, conditions, excesses and exclusions. These are detailed in the policy wording a copy of which is available on request.

### What is this type of insurance?

This is a motor insurance aimed at the agricultural community providing cover to comply with the laws relating to compulsory motor insurance legislation within the European Union and certain other countries within the territorial limits as standard (Third Party Only). Additional cover options include Fire and Theft and Accidental Damage cover (Comprehensive).

 What is insured?	Covered limit
<b>Third Party Only</b>	
✓ All amounts you may legally have to pay as a result of an accident where you were driving or using your vehicle	
✓ Death or Bodily Injury	Unlimited
✓ Damage to Property caused by Cars	£20,000,000
✓ Damage to Property caused by all other vehicle types	£5,000,000
✓ Damage to Property caused by vehicle carrying hazardous goods.	£1,200,000
✓ Prosecution Defence Costs	£2,000,000
✓ Uninsured Loss Recovery	£100,000
✓ Additional Legal Services	Included
<b>Third Party Fire and Theft</b>	
As noted above in Third Party Only, plus:	
✓ Loss of or damage to vehicle caused by fire, lightning, explosion, theft or attempted theft	Market Value
✓ Trailers (unless otherwise declared and accepted)	£100,000
✓ Personnel Effects	£250 per vehicle
<b>Comprehensive</b>	
As noted above in Third Party Only, and Third Party Fire and Theft plus accidental damage to your vehicle.	
Limits stated are per event unless stated otherwise	
✓ New Vehicle Replacement	Market Value
✓ Windscreen / Glass Cover	Unlimited
✓ Audio Visual and Navigation equipment	£1,000
✓ Loss of Keys / Replacement Locks	£1,250
✓ Global Positioning System (for farming)	£30,000
✓ Personal accident resulting in Death, or Loss of sight and/or limb	£10,000
✓ Emergency Accommodation And Travel Expenses	£100 per person £400 any one incident
✓ Medical Expenses	£500 per person
✓ Child Car Seat	£500
✓ Increased Personal Effects	£500 per vehicle

 What is not insured?
<b>General Exclusions (apply to all Sections of the Policy)</b>
✗ Loss, damage or liability while your vehicle is driven by anyone disqualified from driving or not permitted by your certificate of motor insurance or caused by the deliberate acts of any driver.
✗ Death of or injury to the driver except under the Personal Accident Section (if covered).
✗ Contractual liability, War, Earthquake, Radioactivity, Terrorism, Pollution, Contamination.
✗ Death, injury, loss or damage as a result of a deliberate act caused by you.
✗ Anyone insured who can claim for the same loss from any other insurance
✗ Driving while declared medically unfit by your medical advisor
✗ Accidents while the driver is under the influence of drink or drugs
✗ Death of or injury to anyone travelling in the vehicle for employment purposes other than as required by Road Traffic Acts
✗ Your liability for exemplary or aggravated damage
✗ Your liability for loss or damage while the insured vehicle is in any area to which aircraft have access.
<b>Third Party Only</b>
✗ Loss of or damage to the vehicle and its contents
<b>Third Party Fire &amp; Theft / Comprehensive</b>
✗ Any applicable Excess(es)
✗ Wear and tear or damage to your vehicle caused by lack of maintenance.
✗ Loss of use of your vehicle
✗ Loss of or damage where you do not take reasonable precautions to protect your vehicle
✗ Repairs or replacements which improve the condition of the vehicle
✗ Personal Accident cover – (Comprehensive cover only) where the incident involves:
- persons aged under 17 or over 70 at the time of the accident
- any injury caused:
i) deliberately
ii) by natural disease
iii) while under the influence of drugs or alcohol.

 Are there any restrictions on cover?
! Theft of your vehicle when the keys are left on or in it and it is not locked and secure
! New Vehicle Replacement – Cars and Commercial vehicles only where original vehicle is no more than 12 months old and cost of repair exceeds 60% of the price of a new vehicle
! Uninsured Loss Recovery requires greater than a 50% chance of success for any action to proceed
! You can only have Damage Fire & Theft cover if your vehicle is not used on the public highway.





#### Where am I covered?

The United Kingdom and any member country of the European Union and in any other country which has made arrangements which meet the insurance conditions of and are approved by the Commission of the European Union.



#### What are my obligations?

You must notify your broker as soon as reasonably possible:

- if you become aware that information you have given us is inaccurate;
- of you becoming aware of any changes in the information you have provided to us which happen before or during the period of insurance;
- if a claim for liability is made against you, and forward any letter, claim, writ, summons or other legal document you receive.

You must not admit liability or offer or agree to settle any claim without our written permission.

You must take all reasonable steps to protect your vehicle from loss or damage and to keep it in roadworthy condition.

You must take all reasonable steps that you can to avoid or keep losses as low as possible under this insurance.

You must notify us in writing if any single trip is likely to exceed 60 days, or the total of all trips in the same vehicle is likely to exceed 120 days, during the period of insurance.



#### When and how do I pay?

For full details of when and how to pay, you should contact your broker.



#### When does the cover start and end?

This insurance is generally issued for a twelve month period. Cover start and end dates will be shown on your schedule.



#### How do I cancel the contract?

You can cancel this insurance at any time by contacting your broker.

If cover has not started yet we will provide a full refund of the premium paid.

For any time after the policy has started, provided you have not made a claim, you will be entitled to a refund of any premium paid, subject to a pro rata deduction for consumers and a short period rate for non-consumers for any time for which you have been covered.

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Schedule –Motor Breakdown



<b>Name:</b>	MRS GILL GRAY WESTGATE-ON-SEA TOWN COUNCIL	<b>Motor Breakdown Provided by RAC</b>	
<b>Address:</b>	WESTGATE ON SEA TOWN COUNCIL 78 ST. MILDREDS ROAD WESTGATE-ON-SEA KENT CT8 8RF	<b>Policy Number:</b>	SRC01 021759438
<b>Vehicle Make/Model:</b>	MERCEDES-BENZ SPRINTER 311 CDI MWB	<b>Agent:</b>	ARTHUR J GALLAGHER INSURANCE BROKERS LTD
<b>Vehicle Registration:</b>	CN57HAU	<b>Agent Address:</b>	BLENHEIM HOUSE 1 - 2 BRIDGE STREET GUILDFORD SURREY GU1 4RY
<b>Vehicle Year of Make:</b>	2007		

<b>Your level of cover and service level code:</b>	<b>Agent Number:</b>	11615
<b>B116 - At Home</b>	<b>Last Year's Annual Premium Inclusive of 0% IPT:</b>	0
	<i>This is an annual figure which takes into account any changes you made to your policy during the policy term, and doesn't include any fees or charges</i>	
	<b>This year's premium inclusive of 12.00% IPT:</b>	£80.00
	<b>Effective Date:</b>	29th June 2022
	<b>End Date:</b>	29th June 2023

Please check that the cover and price meet your needs. If not, then you may wish to compare both with other providers.

Please note the vehicle weight and size restrictions of 3.5t in weight and 5.5m in length. If the vehicle does not fit the size limits, the policy will not be in force and the RAC will not be able to offer recovery in the event of a breakdown.

**Motor Breakdown**  
Motor Breakdown, provided by RAC, provides you with a comprehensive breakdown service. RAC, with its branded patrol force, ensures your total motoring peace of mind 24 hours a day, 365 days a year.

As a special feature of this policy, cover is provided for the vehicle whose registration number is stated on the policy document. This means that whoever is driving the registered vehicle is covered.

**What do I do if I breakdown?**  
Simply call the number stated on this document. You will be asked for your registration number, the vehicle make, model, colour, service level code and the precise details of your location. We will do the rest.

**Your Motor Breakdown Cover Explained**

Your individual service level entitlement and code are shown above on the policy schedule.

**B115 – Roadside/Recovery**  
Roadside assistance ¼ mile or more away from your home address or Recovery for your vehicle and up to 8 people and your vehicle to any single destination within the UK if we cannot get your vehicle repaired locally within a reasonable time.

**B116 – At Home**  
Roadside and Recovery cover as well as Roadside cover at or within ¼ mile of your home address

**B117 – European Motoring Assistance**  
Roadside, Recovery and At Home cover as well as cover in the event of a breakdown whilst abroad your vehicle will be fixed at the roadside by a contractor or if that's not possible recovered to a local garage for repair. If repairs to your vehicle will take more than 12 hours, or it is to be repatriated to the United Kingdom overnight accommodation or an alternative form of transport will be provided

**In the event of a breakdown call:**  
**0330 159 0260**

Please quote your vehicle registration number and service level code as shown above. If you breakdown while abroad please call the relevant number listed in your Policy Document in the European Motor Breakdown section, "How to obtain assistance"

**How Covea Insurance uses Your Information**



Please visit [www.coveainsurance.co.uk/dataprotection](http://www.coveainsurance.co.uk/dataprotection) for further information about how and when we process your personal information under our full Privacy Policy.

The personal information, provided by you, is collected by or on behalf of Covea Insurance plc ('we, us, our') and may be used by us, our employees, agents and service providers acting under our instruction for the purposes of insurance administration, underwriting, claims handling, for research or for statistical purposes.

We may process your information for a number of different purposes. For each purpose we must have a legal ground for such processing. When the information that we process is classed as "sensitive personal information", we must have a specific additional legal ground for such processing.

Generally, we will rely on the following legal grounds:

- It is necessary for us to process your personal information to provide your insurance policy and services. We will rely on this for activities such as assessing your application, managing your insurance policy, handling claims and providing other services to you.
- We have an appropriate business need to process your personal information and such business need does not cause harm to you. We will rely on this for activities such as maintaining our business records and developing, improving our products and services.
- We have a legal or regulatory obligation to use such personal information.
- We need to use such personal information to establish, exercise or defend our legal rights.
- You have provided your consent to our use of your personal information, including sensitive personal information.

#### **How we share your information**

In order to sell, manage and provide our products and services, prevent fraud and comply with legal and regulatory requirements, we may need to share your information with the following third parties, including:

- Reinsurers, Regulators and Authorised/Statutory Bodies
- Credit reference agencies
- Fraud prevention agencies
- Crime prevention agencies, including the police
- Suppliers carrying out a service on our, or your behalf
- Product providers where you've opted to buy additional cover
- Other insurers, business partners and agents
- Other companies within the Covea Insurance Group

#### **Marketing**

We will not use your information or pass it on to any other person for the purposes of marketing further products or services to you unless you have consented to this.

#### **How to Contact Us**

Please contact us if you have any questions about our Privacy Policy or the information we hold about you:

The Data Protection Officer, Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX or email: [dataprotection@coveainsurance.co.uk](mailto:dataprotection@coveainsurance.co.uk).

#### **How the RAC uses Your Information**

For the purposes of the UK Data Protection Laws that apply from time to time, the data controller in relation to the personal data you and/or your broker supplies to the RAC is RAC Motoring Services (RACMS). This enables your broker to provide you with a quotation, for you and the RAC to enter into a contract for RAC Breakdown Cover, in making a request for service or benefit, and for administering the RAC Breakdown Cover.

RACMS (Registered No: 01424399) Registered Office is RAC House, Brockhurst Crescent, Walsall, WS5 4AW. You can contact the Data Protection Officer for RACMS by emailing [dpo@rac.co.uk](mailto:dpo@rac.co.uk) or writing to the Data Protection Officer, RAC House, Great Park Road, Bradley Stoke, Bristol BS32 4QN.

RACMS obtains your personal data from your broker when your broker provides RACMS for the purposes set out below. RACMS also obtains your personal data when you contact the RAC directly in relation to your RAC Breakdown Cover. Please be aware that the RAC may record telephone calls for staff training and evidential purposes.

The categories of your personal data that the RAC obtain about you are:

- name;
- policy number;
- vehicle registration number;
- vehicle manufacturer;
- vehicle model;
- DVLA date of vehicle first registration;
- contact details;
- vehicle location data; and
- in very limited circumstances, certain sensitive personal data, including information on health and wellbeing, that you provide the RAC from time to time.

RACMS processes your personal data for the following purposes and its other legitimate interests in order to:

Covea Insurance plc, Norman Place, Reading RG1 8DA.

Registered in England and Wales. No. 613259

Telephone: 0330 221 0444 Fax: 0118 955 2211 Website: [www.coveainsurance.co.uk](http://www.coveainsurance.co.uk)

Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority No. 202277



- provide you with a quote for cover;
- provide you with a contract for cover;
- fulfil your contract for cover;
- administer your RAC Breakdown Cover; and
- contact you to provide you with the services that form part of your RAC Breakdown Cover

In most cases, processing the above information is necessary for the performance of a contract to which you are party or in order to produce a quotation at your request prior to entering into a contract. The RAC may also process information to comply with a legal obligation, or where the processing is necessary for the purposes of the RAC's legitimate interests, for example to reduce the risk of payment default and fraudulent abuse or to undertake research and statistical analysis.

RACMS may use your personal data to make automated decisions to calculate, evaluate or predict the performance of your RAC Breakdown Cover. If you have any concerns regarding the outcome of these checks, please let RACMS know.

Please note that, if you do not provide your personal data, the RAC will be unable to provide you with the RAC Breakdown Cover you are requesting, as well as services related to administering your RAC Breakdown Cover.

RACMS will share the personal data you provide with its group companies†. RAC group companies (RACGC) will use this for administration and customer services. RACGC may disclose your personal data to the RAC's service providers and agents for these purposes.

RACGC retains your personal data for so long as is necessary for the RAC to process your personal data for the purposes and legitimate interests set out above.

RACGC may transfer your personal data outside of the European Economic Area, for example to Asia. RACGC will only do this where it is necessary for the conclusion or performance of a contract between you and the RAC, or that RACGC enter into at your request, in your interest. In the event that RACGC transfers your personal data outside of the European Economic Area for any other reason, it shall ensure that appropriate and approved data transfer clauses or certification mechanisms are in place with the relevant recipient of your personal data.

When you give the RAC personal information about another person, you confirm that they have authorised you to act for them, that you have their consent to act on their behalf (for example, under a power of attorney) and use of their personal data in the manner described in this notice and to receive on their behalf any data protection notice.

RACGC or our agents may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossessions). Similar checks may be made in assessing any claims made. RACGC may monitor and record any communications with you including telephone conversations and emails for quality assurance and compliance reasons.

You have a number of rights in relation to your personal information that you can choose to exercise at any time. This includes your right to:

- access information the RAC process about you to obtain a copy of the data as well as receive supplementary information;
- object to the RAC using particular information or using it in a particular way. You can let the RAC know that you object to it and the RAC will consider whether your request can be granted;
- rectify inaccurate information, which in most cases you can do this simply by getting in touch with your broker;
- erasure your data if the RAC no longer have a legitimate basis for processing it;
- port data to another data controller or to you in a structured, commonly used and machine readable format.

The RAC have provided a basic overview of those rights above, but if you would like to find out more or exercise any of these rights you can contact the RAC Data Protection Officer on the contact details shown at the top of this privacy notice.

In addition to the rights set out above you have the right to raise a privacy complaint with the Information Commissioner's Officer (ICO). The ICO will usually require you to have approached RACMS first to try to resolve the matter.

† If you would like a list of all RAC group companies, please write to or email the Data Protection Officer.

Reason for Issue	AUTO RENEWAL	Schedule Dated	07th June 2022
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**IMPORTANT: This is a summary of cover only, and conditions, exclusions or limitations may apply. For full Terms & Conditions please see your policy wording. Any query should be referred immediately to your Insurance Broker or Intermediary.**



We have made some changes to your **Breakdown Cover**. This document forms part of **your Breakdown Cover** and it is important that **you** read this in conjunction with **your** policy booklet, **your schedule**, and general exceptions and general conditions.

We have made changes to the information provided within **your** policy booklet to make the information clearer and easier to understand. We recommend that **you** review the electronic copy of **your Breakdown Cover** policy booklet which is available on the **Cov ea Insurance** website or request a copy of the new policy booklet by contacting **your broker**. This policy wording replaces **your** original policy wording with effect from the renewal date.

**Summary of changes**

**Changes to the breakdown telephone number.**

If **you** have **broken down** in the UK and need assistance please call: **0330 159 0260**

**Changes to your cancellation terms - if you cancel your policy after the 14 day cooling off period and have not made a claim, we will refund your premium on a pro-rata basis.**

**Cancellation of your Breakdown Cover**

**Your right to cancel**

**You** can cancel **your Breakdown Cover** within the cooling off period, being 14 days from the later of:

1. the **effective date**; or
2. the date **you** receive **your Breakdown Cover** documents.

If **you** do this, **Cov ea Insurance** will cancel **your Breakdown Cover** with immediate effect from the day **you** request it and will refund the price **you** paid in full unless a **claim** has been made within this cooling off period.

At any time after the 14 day cooling off period referred to above, **you** may cancel **your Breakdown Cover**. Cancellations must be made by contacting **your broker**. **Your Breakdown Cover** will be cancelled with immediate effect. **You** will receive a pro-rata refund of the amount **you** paid if no claims have been made. If any **claims** have been made then no refund will be given.

As a result of the changes to Data Protection legislation, we have revised our data protection statements. Please visit [www.coveainsurance.co.uk/dataprotection](http://www.coveainsurance.co.uk/dataprotection) for further information about how and when we process **your** personal information under our full privacy policy. In addition, please review **your Motor Breakdown Renewal Schedule** for full details of how the **RAC** uses **your** personal information.

Reason for Issue	AUTO RENEWAL	Schedule Dated	07th June 2022
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**IMPORTANT: This is a summary of cover only, and conditions, exclusions or limitations may apply. For full Terms & Conditions please see your policy wording. Any query should be referred immediately to your Insurance Broker or Intermediary.**

