

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

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

1. CIL Resources available

CIL funding currently stands at:

Financial Year	Income	Expenditure	CIL running Total	Timescales
2018-19	£2556.87		£2556.87	16.10.23
2019-20	£104.01			03.04.24
	£3258.75		£5919.63	19.10.24
2020-21	£3,258.67			03.04.25
	£2,681.48		£11,859.78	09.10.25
2021-22			£11,859.78	
2022-23	£9,734.69			07.04.27
	£7,747.54	£10,123.64	£19,218.37	12.10.27
2023-24	£53,848.41		£73,066.78	14.04.28
	Committed	£25,563.09	£47,503.69	Balance after committed
				funds
Totals	£83,190.42	£35,686.73		

2. Projects completed as bids against the Neighbourhood CIL Pot

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

Project	Budget	Predicted Cost	Sources of External Funding	Neighbourhood CIL (Parish) Funding	Start date	Current Position
Lower Playing Field Goal Posts	None	Approx. £10,000	None	£10,123.64	June 2023	Completed

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

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

Project	Budget	Predicted Cost	Sources of External Funding	Neighbourhood CIL (Parish) Funding	Start date	Current Position
Play area	None	£27,599.99	Neighbourhood	£22,488.99	July 2023	Funding
updates	allocated		CIL (BDC)			request to

			£5111			BDC CIL
						amended and
						under review
Play area	None	£3074.10	£0	£3074.10	May 2023	Underway
signage						

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

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

Project	Budget	Predicted	Sources of	Neighbourhood	Additional	Further
		Cost	External	CIL (Parish)	consultation	information
			Funding	Funding	required	
CCTV at LPL	None	£7000.00	BDC CIL for	£3500	Approval from	Quotes being
and GPL	allocated		Merriam Close		BPC required	sought
Village Hall	None	Unknown	Neighbourhood	Unknown	Consultation	
	allocated		CIL (BDC), bDC		with	
			CIL		Brantham	
			Infrastructure		residents and	
			pot and		PC needed	
			external			
			funding			
Signage for	None	Unknown	SCC Locality	£Unknown	PC Approval	
cycleway to	Allocated		Budget		needed	
Manningtree						
Crossing on	None	£100,000	S106? /	£unknown	Community	
A137	allocated		Locality		Consultation	
			funding		needed	
Other major	None	Unknown	To be		Subject to	
projects	allocated		determined		consultation	
New Grit Bins	On as an			Neighbourhood		
	when basis			CIL (Parish)		
New Waste	On as and			Neighbourhood		
Bins	when basis			CIL (Parish		



PREMIUM NOTIFICATION

Agent James Hallam Insurance (CAS) Spargo House 10 Budshead Way Crownhill, Plymouth PL6 5FE	Phone: 01752 670440 UK 6171
Policyholder Brantham Parish Council 34 Sycamore Way Brantham Manningtree CO11 1TL	525449
Policy number ACY 2388843 Policy type Charity and Community (Essentials) Period of insurance from 0:01 Hrs 1/10/23 to Midnight 30/09/24	Reason Renewal Premium £1,034.21 Insurance Premium Tax (IPT) £124.12 at 12.0%
	Total premium £1,158.33
Number of claims in previous insurance year: 0 Your Long Term Undertaking (LTU) expires on 30/09/25 Please refer to the notes overleaf regarding renewal of your	policy.

Date of Issue 22/08/23

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Does this policy still meet your needs?

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

Notes applying to renewal of your policy

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

Important Reminder

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

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NOTICE TO POLICYHOLDERS

NEW GENERAL EXCLUSION: TERRITORIAL EXCLUSION (PROPERTY)

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

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

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

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

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

Phone: 0345 60 20 999 or 01323 737541 | Email: ansvar.insurance@ansvar.co.uk | Web: www.ansvar.co.uk Ansvar Insurance is a business division of Ecclesiastical Insurance Office plc (EIO) Reg No 24869. EIO is registered in England at Benefact House, 2000 Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom. EIO is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 113848.



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

Agent		
James Hallam Insurance (CAS) Spargo House 10 Budshead Way Crownhill, Plymouth PL6 5FE	Phone	e: 01752 670440 UK 6171
Policyholder Brantham Parish Council 34 Sycamore Way Brantham Manningtree CO11 1TL		525449
Policy number ACY 2388843	Reason Renewal	
Policy type Charity and Community (Essentials)		
Period of insurance from 0:01 Hrs 1/10/23 to Midnight 30/09/24	Premium Insurance Premium Tax (IPT)	£1,034.21 £124.12 at 12.0%
	Total premium	£1,158.33
Your Long Term Undertaking (LTU) expires on 30/09/25		
DESCRIPTION OF THE ORGANISATION: Council (town, parish or community)		
CHARITABLE ACTIVITIES OF THE INSURED: a) We cover the following activities: * Allotments * Clean-Ups and Litter Picks * Clerical and Other Non-Manual Work * Committee Activities * Conferences, Trade Shows and Exhibitions * Delivery And/Or Collection Of Goods * Domestic Duties * Fire Safety Or Theft Prevention Advice * Fireworks Display or Bonfire Event up to 100 Attendees * Fundraising Events (ex. Fireworks & Bonfires) up to 1000 * Gardening (Domestic) * Gritting of pavements and paths * Meetings, coaching and mentoring * Provision and maintenance of municipal infrastructure * Provision and maintenance of parks, open spaces and pl		

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ADDITIONAL RISK INFORMATION

* Talks, Presentations And Seminars

b) We are also covering the following additional activities you have disclosed to us:

* Operation of community traffic calming or speed watch

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

DECLARED INCOME, WAGES AND VOLUNTEERS You have declared to us your: a) income as £67,000 b) wage roll as £23,500 c) number of volunteers as 17



Policy number ACY 2388843 **SCHEDULE General Cover** The cover provided under the following sections (if shown as operative) applies to all locations specified under this policy. COVER SECTION **EXCESS** (Unless another amount is stated by endorsement or in the policy wording) **1 PUBLIC AND PRODUCTS LIABILITY** £100 **OPERATIVE Indemnity Limit** £10,000,000 2 EMPLOYERS' LIABILITY **OPERATIVE** Indemnity Limit £10,000,000 **3 TRUSTEES' AND DIRECTORS' INDEMNITY** £250 **OPERATIVE Indemnity Limit** £1,000,000 **4 PROFESSIONAL INDEMNITY** NOT OPERATIVE **5 PERSONAL ACCIDENT OPERATIVE** Deferment period 14 days **Temporary Total** Death Permanent Total Disablement Person(s) insured: Benefit Disablement (per week) Employees/volunteers aged 16-65 years £20,000 £20,000 £200 Employees/volunteers aged 66-75 years £10,000 £10,000 £50 Employees/volunteers aged 76-80 years £5,000 £25 £5,000 **6 FIDELITY GUARANTEE** £250 **OPERATIVE** Indemnity Limit £250,000 Retroactive date - 1/10/2019 **7 REPUTATIONAL RISKS** £250 **OPERATIVE** 1. Libel and slander £500,000 2. PR crisis - any incident £5,000 **8 LEGAL EXPENSES OPERATIVE** Indemnity Limit £250,000 9 CYBER NOT OPERATIVE 10 ALL RISKS £75 **OPERATIVE** Unspecified items with a single item limit of £1,000 and £3,000 within the geographical limits of the United Kingdom 11 MONEY NOT OPERATIVE 12 GOODS IN TRANSIT NOT OPERATIVE

13 MOTOR POLICY COMPENSATION

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NOT OPERATIVE

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Policy number ACY 2388843

SCHEDULE

Endorsements

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

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Policy number ACY 2388843

SCHEDULE

Location: Municipal Infastructure In the Parish of Brantham Manningtree CO11 1TL

SECTION		EXCESS (Unless another amount is stated by endorsement or in the policy wording)	COVER
14 PROPERTY DAMAGE including Accidental Damage		£100	OPERATIVE
	Malicious people	£250	
Buildings sum insured			£209,344
Day one item - declared value			£182,038
15 BUSINESS INTERRUPTION			NOT OPERATIVE
16 LOSS OF LICENCE			NOT OPERATIVE
17 EQUIPMENT BREAKDOWN			NOT OPERATIVE
18 TERRORISM			NOT OPERATIVE

Endorsements

046 - Long Term Undertaking

330 - Infectious Disease, Cyber and Data Protection

340 - Territorial Exclusion (Property)General Exclusions

049 - Day One Non-Adjustable (Property Damage)

333 - Parish Council Scheme Endorsement

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ENDORSEMENTS

215 ACTIVITIES

1. EXCLUDED ACTIVITIES

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

- a) Liability arising from any of the following activities:
 - i. abseiling
 - aerial activities of any kind
 - American football or Australian rules football
 - climbing requiring the use of hands as well as feet (other than children's playground equipment)
 - fire walking
 - firework and/or bonfire events organised or run by any professional supplier
 - glacier walking or trekking
 - Gaelic football
 - gorge walking and the like
 - gymnastics
 - ii. football where:

- horse, pony or donkey riding of any kind
- martial arts or fighting sports of any kind
- Olympic style weightlifting
- parkour or freerunning
- powerlifting •
- professional sport of any kind
- racing or time trials (other than on foot) •
- rugby
- tree climbing
- underground activities of any kind including but not limited to caving and potholing.
- your football team(s) is (are) participating in a league system (including official training and practice sessions) - you manage, control or organise a football league system.
- iii. water activities (other than swimming, snorkelling, surfing, windsurfing or the use of non-mechanically propelled watercraft not exceeding nine metres in length whilst operated on inland waterways only or within three miles of the coast provided they are not used in any white water activity).

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

- airborne lanterns
- bicycles other than for normal road use
- cables or wires •
- elastic ropes
- fireworks or explosive items (other than as specifically stated as • part of your Charitable Activities shown in the schedule)
- land, kite or fly boards of any kind •
- land, sand or ice yachts of any kind •
- motorised fairground rides •
- roller blades
- sandboards •

- segway vehicles
- skates
- skateboards and hover boards
- . skis
- sleds •
- snowboards
- snow tubes of any kind
- toboggans
- water based play inflatables
- weaponry.
- c) Liability arising from any activity that involves the ownership, possession or use by you or on your behalf, or by any person entitled to cover under this section, of any:
 - motor car, van, lorry, motor unit of an articulated lorry, coach, bus, mini-bus, guad bike, go-kart, motorcycle, motor tricycle, motor scooter or moped
 - trailer used for carrying people (whether fare paying or not) for which compulsory motor insurance or security is not required.

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

2. PROFESSIONAL SUPPLIERS CONTINGENCY EXTENSION

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

- abseiling
- aerial runways •
- air rifle shooting •
- archery .
- assault courses
- BMX riding
- clay pigeon shooting •
- climbing wall
- climbing with ropes .
- dry slope skiing or boarding

- go-karting
- gymnastics
- horse, pony or donkey riding
- . ice skating
- inflatable play equipment
- land, kite or fly surfing or boarding
- land, sand or ice yachting
- motorised fairground rides
- Olympic style weightlifting

- paint-balling
- powerlifting
- roller blading
- roller skating
- rope courses
- skateboarding
- zip wires
- zorbing.

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- - javelin throwing



ENDORSEMENTS

	CYBER EXCLUSIONS AND DATA PROTECTION EXTENSION LIMIT mputer system and data are deleted and replaced by:
computer system	For the Cyber section only this definition is as follows: hardware, data , computer networks, websites, intranet and extranet sites
	For the Terrorism section only this definition is as follows: any computer or other equipment or component or system or item which processes, stores, transmits or receives data
	For the Public and Products Liability section, Employers' Liability section, Professional Indemnity section, Trustees' and Directors' Indemnity section and the Cyber Loss (Property) General Exclusion only this definition is as follows: any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back-up facility
data	For the Cyber section only this definition is as follows: facts, concepts, information, ideas, text, recordings and images which are converted to a form which can be processed by hardware , but not including software and programs
	For the Terrorism section only this definition is as follows: data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever
	For the Public and Products Liability section, Employers' Liability section, Professional Indemnity section, Trustees' and Directors' Indemnity section and the Cyber Loss (Property) General Exclusion only this definition is as follows: information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a computer system
2. The following definitions ar	re added to this policy:
cyber act	any unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of, or operation of any computer system
cyber incident	 a) any error or omission, or series of related errors or omissions involving access to, processing of, use of, or operation of any <i>computer system</i>, or b) any partial or total unavailability, or failure, or series of related partial or total unavailability or failures, to access, process, use or operate any <i>computer system</i>
infectious or communicable disease	any disease, pandemic or epidemic including but not limited to any: a) virus b) bacterium c) parasite d) other organism or infectious matter e) mutation or variation to any of the above whether: i. living or dead ii. natural or artificial iii. officially declared an epidemic or pandemic or not transmitted by any direct or indirect means (whether asymptomatic or not)
time element loss	business interruption, contingent business interruption or any other consequential losses
Continued	

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ENDORSEMENTS

330 INFECTIOUS DISEASE AND CYBER EXCLUSIONS AND DATA PROTECTION EXTENSION LIMIT

Continued....

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

(Applicable to the whole policy unless we say otherwise)

This policy does not cover:

INFECTIOUS OR COMMUNICABLE DISEASE

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

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

i. the fear of a threat (whether actual or perceived) from an infectious or communicable disease

ii. contamination or fear of contamination (whether actual or perceived) of property by an *infectious or communicable disease*

but this shall not exclude direct physical loss or physical damage to insured property at the *premises* occurring during the *period of insurance* resulting directly or indirectly from, or caused by, a peril otherwise insured by this policy

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

Provided that:

• this exclusion applies regardless of any concurrent or contributory cause or event or occurrence in any sequence with any other cause or event

g) Trustees' and Directors' Indemnity

h) Directors' and Officers' Liability

- in the event of any contradiction in this policy this exclusion shall always take primacy
- where we apply this exclusion the burden of proving the contrary shall be upon you
- this exclusion applies to all sections and extensions of this policy except those sections or extensions (where available and insured by this policy) noted below:
 - a) Employers' Liability
 - b) Public Liability
 - c) Medical Malpractice
 - d) Reputational Risks
- j) Legal Expenses k) Terrorism.

i) Personal Accident

- e) PR Crisis Communicationf) Professional Indemnity
- .,,

CYBER LOSS (PROPERTY)

- 1. Notwithstanding any provision to the contrary within this policy or any endorsement thereto, this policy excludes all loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:
 - a) any unauthorised access to, or loss of, alteration of, or damage to, or a reduction in the functionality, availability or operation of a *computer system* or any unauthorised access to, or modification of, *data*.

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

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

Continued....

Date of issue 22/08/23

ENDORSEMENTS

330 INFECTIOUS DISEASE AND CYBER EXCLUSIONS AND DATA PROTECTION EXTENSION LIMIT

Continued....

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

(Applicable to the whole policy unless we say otherwise)

This policy does not cover:

CYBER LOSS (PROPERTY)

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

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

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

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

c) any:

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

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

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

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

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

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

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

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

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

c) liability arising under extension 6 Data Protection of section 1.

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

Continued....

Date of issue 22/08/23

ENDORSEMENTS

330 INFECTIOUS DISEASE AND CYBER EXCLUSIONS AND DATA PROTECTION EXTENSION LIMIT

Continued....

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

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

The most **we** will pay is:

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

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

a) The following cyber exclusion is added:

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

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

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

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

2. Liability directly or indirectly arising from:

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

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

No indemnity will be provided in respect of:

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

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

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ENDORSEMENTS

outdoor gym equipment, war memorials and waste bins b) multi-use games areas belonging to you for which you are responsible and used for your activities The definition of buildings does not include: a) bridges, dams, land piers, jetties, culverts, excavations and marquees	 a) fixed street furniture including but not limited to bus shelters, playground equipment and its associated hard or artificial surface outdoor gym equipment, war memorials and waste bins b) multi-use games areas belonging to <i>you</i> for which <i>you</i> are responsible and used for <i>your activities</i> The definition of <i>buildings</i> does not include: a) bridges, dams, land piers, jetties, culverts, excavations and marquees b) property or structures in the course of construction, or erection and any materials or supplies in connection with such property or structure (except where insured under the Minor Contract Works extension to the Property Damage section of this policy) 2) The policy definition of <i>charity</i> is deleted and replaced by: <i>charity</i> a) a registered or recognised charity or organisation holding charitable status b) a volunteer organisation c) a not-for-profit company d) a company limited by guarantee e) a Charitable Incorporated Organisation (CIO) f) a community Interest Company (CIC) g) a social enterprise the purposes and objectives for which are recognised as charitable in law and are for the public benefit 		a) fixed street furniture including but not limited to bus shelters, playground equipment and its associated hard or artificial surface
 a) bridges, dams, land piers, jetties, culverts, excavations and marquees b) property or structures in the course of construction, or erection and any materials or supplies in connection with such property or structure (except where insured under the Minor Contract Works extension to the Property Damage section of this policy) 2) The policy definition of <i>charity</i> is deleted and replaced by: <i>charity</i> a) a registered or recognised charity or organisation holding charitable status b) a volunteer organisation c) a not-for-profit company d) a company limited by guarantee e) a Charitable Incorporated Organisation (CIO) f) a Community Interest Company (CIC) g) a social enterprise the purposes and objectives for which are recognised as charitable in law and are for the public benefit For the Trustees' and Directors' Indemnity section only this definition is extended to include 	 a) bridges, dams, land piers, jetties, culverts, excavations and marquees b) property or structures in the course of construction, or erection and any materials or supplies in connection with such property or structure (except where insured under the Minor Contract Works extension to the Property Damage section of this policy) 2) The policy definition of <i>charity</i> is deleted and replaced by: <i>charity</i> a) a registered or recognised charity or organisation holding charitable status b) a volunteer organisation c) a not-for-profit company d) a company limited by guarantee e) a Charitable Incorporated Organisation (CIO) f) a Community Interest Company (CIC) g) a social enterprise the purposes and objectives for which are recognised as charitable in law and are for the public benefit For the Trustees' and Directors' Indemnity section only this definition is extended to include h) a parish, town or community council 		b) multi-use games areas
charity a) a registered or recognised charity or organisation holding charitable status b) a volunteer organisation c) a not-for-profit company d) a company limited by guarantee e) a Charitable Incorporated Organisation (CIO) f) a Community Interest Company (CIC) g) a social enterprise the purposes and objectives for which are recognised as charitable in law and are for the public benefit For the Trustees' and Directors' Indemnity section only this definition is extended to include	 charity a) a registered or recognised charity or organisation holding charitable status b) a volunteer organisation c) a not-for-profit company d) a company limited by guarantee e) a Charitable Incorporated Organisation (CIO) f) a Community Interest Company (CIC) g) a social enterprise the purposes and objectives for which are recognised as charitable in law and are for the public benefit For the Trustees' and Directors' Indemnity section only this definition is extended to include h) a parish, town or community council 		 a) bridges, dams, land piers, jetties, culverts, excavations and marquees b) property or structures in the course of construction, or erection and any materials or supplies in connection with such property or
 b) a volunteer organisation c) a not-for-profit company d) a company limited by guarantee e) a Charitable Incorporated Organisation (CIO) f) a Community Interest Company (CIC) g) a social enterprise the purposes and objectives for which are recognised as charitable in law and are for the public benefit For the Trustees' and Directors' Indemnity section only this definition is extended to include 	 b) a volunteer organisation c) a not-for-profit company d) a company limited by guarantee e) a Charitable Incorporated Organisation (CIO) f) a Community Interest Company (CIC) g) a social enterprise the purposes and objectives for which are recognised as charitable in law and are for the public benefit For the Trustees' and Directors' Indemnity section only this definition is extended to include h) a parish, town or community council 	2) The policy de	efinition of <i>charity</i> is deleted and replaced by:
	h) a parish, town or community council	charity	 b) a volunteer organisation c) a not-for-profit company d) a company limited by guarantee e) a Charitable Incorporated Organisation (CIO) f) a Community Interest Company (CIC) g) a social enterprise
	Continued		
Continued	Continued		

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333 PARISH COL	JNCIL SCHEME ENDORSEMENT
Continued	
3) The policy de	efinition of <i>employee</i> is deleted and replaced by:
employee	 any person: a) under a contract of service or apprenticeship with <i>you</i> b) who is hired to, supplied to or borrowed by <i>you</i> c) engaged under a work experience or similar scheme d) helping as an authorised volunteer e) who is a <i>trustee or director</i> of <i>yours</i> while under <i>your</i> direct control and supervision and working for <i>you</i> in connection with <i>your activities</i>
	For the Employers' Liability, Public and Products Liability and Professional Indemnity sections only, this definition is extended to include any: f) labour only sub-contractor or anyone employed by them g) self-employed person h) parish, town or community councillors while under your direct control and supervision and working for you in connection with your activities
	For the Cyber section only this definition is extended to include any: i) labour only sub-contractor or anyone employed by them j) self-employed person while under your direct control and supervision and working for you in connection with your activities
4) The policy de	efinition of premises is deleted and replaced by:
premises	that part of the buildings and grounds at each of the addresses shown in the schedule owned or occupied by you in connection with your activities
	 The definition of <i>premises</i> does not include: a) fixed street furniture including but not limited to bus shelters, playground equipment and its associated hard or artificial surface, outdoor gym equipment, war memorials and waste bins b) multi-use games areas
5) The policy de	efinition of <i>trustee or director</i> is deleted and replaced by:
trustee or director	 any natural person who was, is or becomes a (an): a) trustee b) director c) officer d) governor e) member of a committee of management f) shadow or de facto director g) <i>employee</i> acting in a managerial or supervisory capacity of the <i>charitable body</i>
	For the Trustees' and Directors' Indemnity section only this definition is extended to include parish, town or community councillors
6) The policy de	efinition of <i>unoccupied</i> is deleted and replaced by:
unoccupied	vacant, untenanted, empty or no longer in active use for a period exceeding 30 consecutive days
	 The definition of <i>unoccupied</i> does not include: a) fixed street furniture including but not limited to bus shelters, playground equipment and its associated hard or artificial surface, b) outdoor gym equipment, war memorials and waste bins multi-use games areas
	SPECIAL NOTE (not forming part of this policy wording): Buildings that are hired or loaned to third parties on an hourly or daily basis for specific functions or activities as part of your activities are not deemed to be unoccupied during the periods between each hiring provided no one period between each hiring exceeds 30 consecutive days.
Continued	

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ENDORSEMENTS

333 PARISH COUNCIL SCHEME ENDORSEMENT

Continued...

- 7) Under section 14 (Property Damage), in respect of any:
 - a) fixed street furniture including but not limited to bus shelters, playground equipment and its associated hard or artificial surface, outdoor gym equipment, war memorials and waste bins
 - b) multi-use games areas
 - the extensions of cover are not operative other than:
 - Extension 2 Fees
 - Extension 3 Debris Removal
 - Extension 4 Statutory Regulation and Public Authorities.

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

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

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

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

- a) fixed street furniture including but not limited to bus shelters, playground equipment and its associated hard or artificial surface, outdoor gym equipment, war memorials and waste bins
- b) multi-use games areas.
- 10) The EXCLUDED ACTIVITIES stated within endorsement 215 ACTIVITIES, shown in the schedule, do not apply to the extent that cover is provided by this endorsement. Section 1 is deemed to cover the following additional activity(ies):

Playground zipwires

- in connection with your activities, or
- whilst under the overall control of any professional supplier in connection with your activities.
- 11) DEFIBRILLATORS (PROPERTY DAMAGE)

The following extension is added to section 14

WHAT IS COVERED

DEFIBRILLATORS

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

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

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

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

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

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

WHAT IS NOT COVERED

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

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

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Policy number ACY 2388843

ENDORSEMENTS

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

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

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

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

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

Provided that:

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

d) the sums insured may be reduced at any time to correspond with any reduction in value or activity.

49 DAY ONE - NON-ADJUSTABLE (PROPERTY D	AMAGE)
The following policy definition is added:	

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

- professional fees
- debris removal costs
- as insured under the Fees extension to the Property Damage section of this policy

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

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

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

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

UNDERINSURANCE

- when *reinstatement* applies:
- if at the time of the *damage*, the *declared value* (by the item in the schedule covering the *buildings* affected) is less than the cost of *reinstatement* (of all the *buildings* to which that *declared value* relates) at the inception of the *period of insurance*, then the amount *we* will pay will be reduced in the same proportion that the said *declared value* bears to the said cost of *reinstatement*.
- when *reinstatement* does not apply:

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

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⁴⁶ LONG TERM UNDERTAKING



Policy number	ACY 2388843	ENDORSEMENTS		
	JSION (PROPERTY) - GENERAL EXC exclusion is added to this policy.	LUSIONS		
(Applicable to the whole policy unless we say otherwise)				
This policy does not co	ver:			
	IERRITORIAL EXCLUSION (PROPERTY) The following definition is added to this policy:			
excluded territory	a) Belarus (Republic of B b) Russian Federation, ar c) Ukraine (including the			
any loss, damage , liability, cost or expense of whatsoever nature, directly or indirectly arising from, or in respect of, any: a) identity domiciled, resident, located, incorporated, registered or established in an excluded territory , or b) property or asset located in an excluded territory , or c) individual that is resident in or located in an excluded territory , or d) claim , action, suit or enforcement proceeding brought or maintained in an excluded territory , or e) payment in an excluded territory .				
This exclusion will not apply to any coverage or benefit required to be provided by us by law or regulation applicable to us , however, the terms of any sanction clause will prevail.				
This exclusion applies t	o all cover sections of this policy	v except those covers (where available and insured by this p	oolicy) shown below:	
 a) Employers' Liability b) Public Liability c) Medical Malpractice d) Reputational Risks o e) Professional Indemn 	r PR Crisis Communication	 f) Trustees' and Directors' Indemnity g) Directors and Officers Liability h) Personal Accident i) Legal Expenses j) Cyber. 		

Date of issue 22/08/23

Darren Hughes T/A



The Aerial Doctor

45 Mumford Close

West Bergholt

CO6 3HY

01026 247114 / 07747 775320

darren.hughes I I @btopenworld.com

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Brantham Parish Council, Brantham Suffolk

3th Sept 2023

Dear Jaqui

Solar Powered CCTV Systems, Brantham

Thank you for inviting me to submit a quotation for the proposed works we discussed..

Supply and install in 2 locations (Gravel Pit Lane and Playing Fields) -

2 no 5m high 76mm diameter hinged column

- 2 no. HIK-Vision 8MP Color-Vu Camera powered by Solar Panel including brackets
- 2 no. 10.8v 19.6amp Lithium batteries
- 2 no. anti climb spikes
- 2 no. 256Gb SD card
- The cameras are to be installed at the top of the column with the solar panels facing the sun in order to charge
- The column will need to be cemented into the ground at 80cm.
- Colour night range is approx. 30m
- Free Hik- Connect APP will be used to remotely view the cameras and recordings
- •
- 3-year warranty on camera
- 1 year warranty on the battery pack
- · Compliant signage will be displayed
- 4G data sim to be provided by yourselves.

Total cost to supply and install: £8,196

Please let me know if you want to go ahead on this and I will organise the parts order.

Best regards

Darren Hughes

Domestic & Commercial

Freeview / Sky / Freesat / Fm & D.a.b Repairs, Upgrades & New Installations.

All work guaranteed for 12 months





Mrs Jackie Heywood Brantham Parish Council

5th Sept 2023

Ref: MJQ/BPC/0509

Dear Jackie

Quotation: Proposed CCTV Systems, Lower Playing fields & Gravel Pit lane

Following our recent discussion, I am pleased to provide a revised quotation for a CCTV system to cover both sites, which I have based on using a single column with one camera on each site.

To supply and install the following:

2 x HIK-Vision 8MP Color-Vu Camera with Solar Panel and mounting bracket

2 x 10.8v 19.6amp Lithium battery pack

2 x 5m 76mm diameter galvanised column with hinge (to allow access & maintenance without use of access equipment)

2 x vandal resistant anti climb spike to surround the column

2 x 256Gb micro SD camera installed into camera for playback

- Camera and solar panel will be mounted to the top of the hinged column.
- Column is to be cemented into the ground using rapid set concrete at a depth of 800mm. (BPC to confirm any underground infrastructure prior to installation)
- Solar panel to be mounted facing south to give maximum charging power to the battery
- Battery capacity is around 7 days of independent life i.e. if light level is low due to a period of cloudy days etc. then this will reduce battery life. Battery life will also depend on how often the camera is viewed remotely.
- Line cross detection will be set up, so if a person or object crosses a virtual line drawn on the camera image, then it will trigger notification to a device of your choosing, though APP notification. This will be set for scheduled times (ie not during the times that the allotment is in use)
- Colour night range is approx. 30m
- Remote access and recordings will be viewed though the Free Hik- Connect APP (One master user will be set up and then multiple users can also have access but not administration)
- We can be set up as an engineer administrator if you require allowing us to access the system remotely to make changes to the system (ie line cross detection, schedules, notifications etc)

 the cost of this is £120 + VAT per annum per site. This would include obtaining playback recordings if required.
- 3-year warranty on camera only (no coverage for vandalism).
- 1 year warranty on the battery pack (no coverage for vandalism)
- MJS Systems signage to be displayed at various points around the site to notify of CCTV presence.

Unit 10 Old Shields Farm Waterhouse Lane, Ardleigh Essex, CO7 7NE Tel: 01206 322071 www.mjssystems.co.uk e mail: sales@mjssystems.co.uk **Please note**: Each camera is accessed remotely via 4G, so a data-only sim will need to be provided with a minimum of 10gb data allowance per month by BPC, prior to installation so that this can be installed into the camera.

Total cost to supply and install: £7,050.00 + VAT

If the order is placed for both sites to be carried out at the same time, then we can offer a 5% discount on the quoted figure.

I trust this quotation is in order, if you have any questions, the please do let me know.

I look forward to hearing from you.

Matthew Johns mjohns@mjssystems.co.uk



Jackie Brantham Parish Council

Wednesday 6th September 2023

Dear Jackie

REF: Quotation Q3973

Further to your request and our site survey, we are happy and able to quote for the below described works:

OPTION 1 – Mains Power – 3 Cameras

- Supply and Install 1 x HIKVISION IP 4 Channel 4TB NVR
- Supply and Install 1 x 19" High Definition CCTV Monitor and HDMI Cable
- Supply and Install 2 x HIKVISION IP 6 MegaPixel Infra Red 30mtrs Dome Style CCTV Cameras
- Supply and Install 2 x HIKVISION CCTV Camera Bases
- Supply and Install 1 x HIKVISION PTZ (long range) CCTV Camera with Corner Mount Bracket
- Supply and Install 1 x HIKVISION PTZ Camera Power Supply Unit
- Supply and Install 1 x HIKVISION POE Network Switch
- Supply and Install 3 x CCTV and Network Cabling between Cameras and NVR
- Supply and Install Pole/Mast and Fixings to mount Cameras on
- Supply and Install all required Fixings, Cable Clips, Connectors, Cable Containment and Ancillaries
- Configuration and Testing

Note: 1. Mains Power is required for the above installation

- 2. The above does not include any connection to a network or internet connection
- 3. A secure base area will be required to mount the pole and a post to fix to

Sub-Total	£2420.00
VAT @ 20%	£484.00
Total	£2904.00

OPTION 1 – Solar Power – 1 Camera

- Supply and Install 1 x HIKVISION Solar Panel Kit
- Supply and Install 1 x HIKVISION Solar 2.8mm Lens Bullet Camera
- Supply and Install 1 x HIKVISION Battery
- Supply and Install Pole/Mast and Fixings to mount Cameras on
- Supply and Install all required Fixings, Cable Clips, Connectors, Cable Containment and Ancillaries
- Configuration and Testing

Note: 1. The above does not include any connection to a network or internet connection3. A secure base area will be required to mount the pole and a post to fix to

Sub-Total	£2780.00
VAT @ 20%	£556.00
Total	£3336.00

T: 01206 396950 | E: info@signal-communications.co.uk | W: www.signal-communications.co.uk | VAT Reg. 127 8893 67 AERIAL INSTALLATION | MULTI-ROOM TV | TV WALL MOUNTING | SATELLITE TV CCTV SYSTEMS | TELEPHONE SOCKETS | FAULTS & REPAIRS WIRELESS & WIRED NETWORKS | SERVICE & MAINTENANCE



The costs and options set out above include all Labour, Expenses, Cabling, Connectors, Fixings, Brackets, Ancillaries, Containment where specified and all Parts and Equipment required to carry out the described Installation. This quotation is valid for 28 days from the date printed above.

Signal Communications are Fully Insured and provide a 1 Year Guarantee on all workmanship as standard.

We are CRB/DBS Checked to provide you with peace of mind when we visit you at your home or business address. Should you wish to proceed with any of the described works then please email or call us on 01206 396950. We look forward to hearing from you.

Yours sincerely

David Floyde

You can see what Customers have said about us at: www.checkatrade.com/signalcommunications/





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Protocol for Reporting at Council & Committee Meetings

Brantham Parish Council

Author: Sarah Keys (Parish Clerk)

ADOPTION DATE:	
MINUTE NO.	
VERSION NO.	2
REVIEW DATE:	

Protocol for Reporting at Council & Committee Meetings

- 1. Except where members of the public have been excluded due to the confidential nature of the business, any person may film, photograph, audio record or use social media to report on meetings of the Council, or a committee, including any public participation session.
- 2. Reporting is restricted by legislation to the proceedings of the meeting, in other words from calling to order to the official closure of the meeting.
- 3. In accordance with Government guidelines, Council policy does not permit the filming or photographing of persons under the age of eighteen or vulnerable adults without permission of a responsible adult. Any persons who object to being filmed or photographed and have moved to an area designated for this purpose should also not be filmed or photographed. However, the Council cannot guarantee that anyone will not be filmed or photographed.
- 4. Any person intending to report should give notice before the commencement of the meeting to the Clerk or Chairman of the Council. This will enable reasonable facilities to be afforded.
- 5. A notice indicating that meetings may be reported by use of filming etc. will be displayed at the meeting venue and a statement about reporting will also be included in relevant notices of meetings.
- 6. At the start of each meeting, the Chairman will announce that proceedings may be filmed, photographed or recorded and invite any members of the public not wishing to be filmed or photographed to move to the designated area.
- 7. Any filming or recording of meetings should be conducted overtly from a fixed point in an area of the meeting room specified by the Clerk or Chairman.
- 8. Live oral commentary will not be permitted at any time.
- 9. The use of flash photography or additional lighting will not be allowed unless agreement has been reached in advance of the meeting.
- 10. Recordings will not be made for reporting by the Council or any other person during any part of the meeting when the public and press are excluded.
- 11. Persons reporting on a meeting who act improperly or in a disruptive manner could be excluded from the meeting. 'Disruptive behaviour' would include any action or activity which disrupts the conduct of the meeting or impedes other members of the public from being able to see, hear or film etc., the proceedings. This might include:
 - a. Moving outside designated public areas
 - b. Excessive noise during debate
 - c. Intrusive lighting and use of flash photography
 - d. Asking people to repeat for the purpose of recording
 - e. Failure to observe this protocol
- 12. Those reporting on meetings should not edit the recordings, films or photographs in a way that could lead to misinterpretation of the proceedings. This includes refraining from editing an image or views expressed in a way that may ridicule or show a lack of respect towards those being photographed, filmed or recorded.

- 13. Recording and reporting of the Council's meetings is subject to the law and it is the responsibility of those recording and reporting to ensure compliance, including data protection and defamation. They will be responsible for any allegations of breaches of the law which may result from their use of recorded material and are admitted to the Council Meeting on the basis that they accept this responsibility. The Council reserves the right to initiate legal proceedings in appropriate circumstances.
- 14. The Council takes no responsibility for any recording made by others. It also takes no responsibility where a recording which it makes is subsequently used by any third party. Any third party making or editing a recording of a meeting shall in doing so be taken to have indemnified the Council against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever relating to the making or use of that recording.
- 15. The Council asserts no copyright or control over recordings of meetings made by itself or others whilst on Council premises, subject to paragraph 12 above.



EQUALITY & DIVERSITY POLICY

Brantham Parish Council

Author: Sarah Keys

BRANTHAM PARISH COUNCIL EQUALITY AND DIVERSITY POLICY

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Our commitment

The council is committed to providing equal opportunities in employment and to avoiding unlawful discrimination.

This policy is intended to assist the council to put this commitment into practice. Compliance with this policy should also ensure that employees do not commit unlawful acts of discrimination.

Striving to ensure that the work environment is free of harassment and bullying and that everyone is treated with dignity and respect is an important aspect of ensuring equal opportunities in employment.

The law

It is unlawful to discriminate directly or indirectly in recruitment or employment because of age, disability, sex, gender reassignment, pregnancy, maternity, race (which includes colour, nationality, caste and ethnic or national origins), sexual orientation, religion or belief, or because someone is married or in a civil partnership. These are known as "protected characteristics".

Discrimination after employment may also be unlawful, e.g. refusing to give a reference for a reason related to one of the protected characteristics.

The council will not discriminate against or harass a member of the public in the provision of services or goods. It is unlawful to fail to make reasonable adjustments to overcome barriers to using services caused by disability. The duty to make reasonable adjustments includes the removal, adaptation or alteration of physical features, if the physical features make it impossible or unreasonably difficult for disabled people to make use of services. In addition, service providers have an obligation to think ahead and address any barriers that may impede disabled people from accessing a service.

Types of unlawful discrimination

<u>Direct discrimination</u> is where a person is treated less favourably than another because of a protected characteristic.

In limited circumstances, employers can directly discriminate against an individual for a reason related to any of the protected characteristics where there is an occupational requirement. The occupational requirement must be crucial to the post and a proportionate means of achieving a legitimate aim.

<u>Indirect discrimination</u> is where a provision, criterion or practice is applied that is discriminatory in relation to individuals who have a relevant protected characteristic such that it would be to the detriment of people who share that protected characteristic

compared with people who do not, and it cannot be shown to be a proportionate means of achieving a legitimate aim.

<u>Harassment</u> is where there is unwanted conduct, related to one of the protected characteristics (other than marriage and civil partnership, and pregnancy and maternity) that has the purpose or effect of violating a person's dignity; or creating an intimidating, hostile, degrading, humiliating or offensive environment. It does not matter whether or not this effect was intended by the person responsible for the conduct.

<u>Associative discrimination</u> is where an individual is directly discriminated against or harassed for association with another individual who has a protected characteristic.

<u>Perceptive discrimination</u> is where an individual is directly discriminated against or harassed based on a perception that he/she has a particular protected characteristic when he/she does not, in fact, have that protected characteristic.

<u>Third-party harassment</u> occurs where an employee is harassed and the harassment is related to a protected characteristic, by third parties.

<u>Victimisation</u> occurs where an employee is subjected to a detriment, such as being denied a training opportunity or a promotion because he/she made or supported a complaint or raised a grievance under the Equality Act 2010, or because he/she is suspected of doing so. However, an employee is not protected from victimisation if he/she acted maliciously or made or supported an untrue complaint.

Failure to make reasonable adjustments is where a physical feature or a provision, criterion or practice puts a disabled person at a substantial disadvantage compared with someone who does not have that protected characteristic and the employer has failed to make reasonable adjustments to enable the disabled person to overcome the disadvantage.

Equal opportunities in employment

The council will avoid unlawful discrimination in all aspects of employment including recruitment, promotion, opportunities for training, pay and benefits, discipline and selection for redundancy.

<u>Recruitment</u>

Person and job specifications will be limited to those requirements that are necessary for the effective performance of the job. Candidates for employment or promotion will be assessed objectively against the requirements for the job, taking account of any reasonable adjustments that may be required for candidates with a disability. Disability and personal or home commitments will not form the basis of employment decisions except where necessary.

Working practices

The council will consider any possible indirectly discriminatory effect of its standard working practices, including the number of hours to be worked, the times at which these are to be worked and the place at which work is to be done, when considering requests for variations to these standard working practices and will refuse such requests only if the council considers it has good reasons, unrelated to any protected characteristic, for doing so. The council will comply with its obligations in relation to statutory requests for contract variations. The council will also make reasonable adjustments to its standard working practices to overcome barriers caused by disability.

Equal opportunities monitoring

The council will monitor the ethnic, gender and age composition of the existing workforce and of applicants for jobs (including promotion), and the number of people with disabilities within these groups, and will consider and take any appropriate action to address any problems that may be identified as a result of the monitoring process.

The council treats personal data collected for reviewing equality and diversity in accordance with the data protection policy. Information about how data is used and the basis for processing is provided in the council's privacy notices.

Dignity at work

The council has a separate dignity at work policy concerning issues of bullying and harassment on any ground, and how complaints of this type will be dealt with.

People not employed by the council

The council will not discriminate unlawfully against those using or seeking to use the services provided by the council.

You should report any bullying or harassment by suppliers, visitors or others to the council who will take appropriate action.

Training

The council will [provide training in/raise awareness of] equal opportunities to those likely to be involved in recruitment or other decision making where equal opportunities issues are likely to arise.

The council will [provide training to/raise awareness of] all staff engaged to work at the council to help them understand their rights and responsibilities under the dignity at work policy and what they can do to help create a working environment free of bullying and harassment. [The council will provide additional training to managers to enable them to deal more effectively with complaints of bullying and harassment.]

Your responsibilities

Every employee is required to assist the council to meet its commitment to provide equal opportunities in employment and avoid unlawful discrimination. Employees can be held personally liable as well as, or instead of, the council for any act of unlawful discrimination. Employees who commit serious acts of harassment may be guilty of a criminal offence.

Acts of discrimination, harassment, bullying or victimisation against employees or customers are disciplinary offences and will be dealt with under the council's disciplinary procedure. Discrimination, harassment, bullying or victimisation may constitute gross misconduct and could lead to dismissal without notice.

Grievances

If you consider that you may have been unlawfully discriminated against, you should use the council's grievance procedure to make a complaint. If your complaint involves bullying or harassment, the grievance procedure is modified as set out in the dignity at work policy.

The council will take any complaint seriously and will seek to resolve any grievance that it upholds. You will not be penalised for raising a grievance, even if your grievance is not upheld, unless your complaint is both untrue and made in bad faith.

Monitoring and review

This policy will be monitored periodically by the council to judge its effectiveness and will be updated in accordance with changes in the law.



Disciplinary Policy & Procedure

Brantham Parish Council

Author: Sarah Keys (Parish Clerk)

ADOPTION DATE:	
MINUTE NO.	
VERSION NO.	1
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BRANTHAM PARISH COUNCIL DISCIPLINARY POLICY

1. Introduction

- a) This policy is based on and complies with the 2015 ACAS Code of Practice <u>http://www.acas.org.uk/index.aspx?articleid=2174</u>). It also takes account of the ACAS guide on discipline and grievances at work: <u>https://www.acas.org.uk/media/1043/Discipline-and-grievances-</u> <u>at-work-The-Acas-guide/pdf/DG_Guide_Feb_2019.pdf</u>
- b) The policy is designed to help Council employees improve unsatisfactory conduct and performance in their job. Wherever possible, the Council will try to resolve its concerns about employees' behaviour informally, without starting the formal procedure set out below.
- c) The policy will be applied fairly, consistently and in accordance with the Equality Act 2010.
- d) This policy confirms:
 - informal coaching and supervision will be considered, where appropriate, to improve conduct and / or attendance
 - the Council will fully investigate the facts of each case
 - the Council recognises that misconduct and unsatisfactory work performance are different issues. The disciplinary policy will also apply to work performance issues to ensure that all alleged instances of employees' underperformance are dealt with fairly and in a way that is consistent with required standards. However, the disciplinary policy will only be used when performance management proves ineffective. For more information see ACAS "Performance Management" at https://www.acas.org.uk/index.aspx?articleid=6608
 - employees will be informed in writing about the nature of the complaint against them and given the opportunity to state their case
 - employees will be provided, where appropriate, with written copies of evidence and relevant witness statements in advance of a disciplinary hearing
 - employees may be accompanied or represented by a companion a workplace colleague, a trade union representative or a trade union official - at any investigatory, disciplinary or appeal meeting. The companion is permitted to address such meetings, to put the employee's case and confer with the employee. The companion cannot answer questions put to the employee, address the meeting against the employee's wishes or prevent the employee from explaining his/her case
 - the Council will give employees reasonable notice of any meetings in this procedure. Employee must make all reasonable efforts to attend. Failure to attend any meeting may result in it going ahead and a decision being taken. An employee who does not attend a meeting will be given the opportunity to be represented and to make written submissions
 - if the employee's companion is not available for the proposed date of the meeting, the employee can request a postponement and can propose an alternative date that is within five working days of the original meeting date unless it is unreasonable not to propose a later date
 - any changes to specified time limits in the Council's procedure must be agreed by the employee and the Council information about an employee's disciplinary matter will be restricted to those involved in the disciplinary process. A record of the reason for disciplinary action and the action taken by the Council is confidential to the employee. The employee's disciplinary records will be held by the Council in accordance with the General Data Protection Regulation (GDPR)
 - audio or video recordings of the proceedings at any stage of the disciplinary procedure are prohibited, unless agreed by all affected parties as a reasonable adjustment that takes account of an employee's medical condition
 - employees have the right to appeal against any disciplinary decision. The appeal decision is final
 - if an employee who is already subject to the Council's disciplinary procedure raises a grievance, the grievance will normally be heard after the completion of the disciplinary procedure

- disciplinary action taken by the Council can include a written warning, final written warning or dismissal
- this procedure may be implemented at any stage if the employee's alleged misconduct warrants this
- except for gross misconduct when an employee may be dismissed without notice, the Council will not dismiss an employee on the first occasion that it decides there has been misconduct
- if an employee is suspended following allegations of misconduct, it will be on full pay and only for such time as is necessary. Suspension is not a disciplinary sanction. The Council will write to the employee to confirm any period of suspension and the reasons for it,
- the Council may consider mediation at any stage of the disciplinary procedure where appropriate (for example where there have been communication breakdowns or allegations of bullying or harassment). Mediation is a dispute resolution process that requires the consent of affected parties
- e) Examples of misconduct

Misconduct is employee behaviour that can lead to the employer taking disciplinary action. The following list contains some examples of misconduct: The list is not exhaustive.

- unauthorised absence
- poor timekeeping
- misuse of the Council's resources and facilities including telephone, email and internet
- inappropriate behaviour
- refusal to follow reasonable instructions
- breach of health and safety rules.
- f) Examples of gross misconduct

Gross misconduct is misconduct that is so serious that it is likely to lead to dismissal without notice. The following list contains some examples of gross misconduct: The list is not exhaustive

- bullying, discrimination and harassment
- incapacity at work because of alcohol or drugs
- violent behaviour
- fraud or theft
- gross negligence
- gross insubordination
- serious breaches of council policies and procedures e.g. the Health and Safety Policy, Equality and Diversity Policy, Data Protection Policy and any policies regarding the use of information technology
- serious and deliberate damage to property
- use of the internet or email to access pornographic, obscene or offensive material
- disclosure of confidential information.
- g) Suspension

If allegations of gross misconduct or serious misconduct are made, the council may suspend the employee while further investigations are carried out. Suspension will be on full pay. Suspension does not imply any determination of guilt or innocence, as it is merely a measure to enable further investigation.

While on suspension, the employee is required to be available during normal hours of work in the event that the council needs to make contact. The employee must not contact or attempt to contact or influence anyone connected with the investigation in any way or to discuss this matter with any other employee or councillor.

The employee must not attend work. The council will make arrangements for the employee to access any information or documents required to respond to any allegations.

h) Examples of unsatisfactory work performance

The following list contains some examples of unsatisfactory work performance: The list is not exhaustive.

inadequate application of management instructions/office procedures

- inadequate IT skills
- unsatisfactory management of staff
- unsatisfactory communication skills.

2. The Procedure

a) Preliminary enquiries: The council may make preliminary enquiries to establish the basic facts of what has happened in order to understand whether there may be a case to answer under the disciplinary procedure.

If the employee's manager believes there may be a disciplinary case to answer, the council may initiate a more detailed investigation undertaken to establish the facts of a situation or to establish the perspective of others who may have witnessed misconduct.

b) Informal Procedures: Where minor concerns about conduct become apparent, it is the manager's responsibility to raise this with the employee and clarify the improvements required. A file note will be made and kept by the manager. The informal discussions are not part of the formal disciplinary procedure. If the conduct fails to improve, or if further matters of conduct become apparent, the manager may decide to formalise the discussions and invite the employee to a first stage disciplinary hearing.

3. Disciplinary investigation

- a) A formal disciplinary investigation may sometimes be required to establish the facts and whether there is a disciplinary case to answer.
- b) If a formal disciplinary investigation is required, the Parish Council will appoint an Investigator who will be responsible for undertaking a fact-finding exercise to collect all relevant information.
- c) The Investigator will be independent and will normally be a Councillor. If the Parish Council considers that there are no councillors who are independent (for example, because they all have direct involvement in the allegations about the employee), it will appoint someone from outside the Council.
- d) The Investigator will be appointed as soon as possible after the allegations have been made. The Parish Council will inform the Investigator of the terms of reference of the investigation. The terms of reference should specify:
 - the allegations or events that the investigation is required to examine
 - whether a recommendation is required
 - how the findings should be presented. For example, an investigator will often be required to present the findings in the form of a written report
 - who the findings should be reported to and who to contact for further direction if unexpected issues arise or advice is needed.
- e) The Investigator will be asked to submit their findings within 20 working days of appointment where possible. In cases of alleged unsatisfactory performance or of allegations of minor misconduct, the appointment of an investigator may not be necessary and the Council may decide to commence disciplinary proceedings at the next stage the disciplinary meeting.
- f) The Parish Council will notify the employee in writing of the alleged misconduct and details of the person undertaking the investigation. The employee may be asked to meet an investigator as part

of the disciplinary investigation. The employee will be given sufficient notice of the meeting with the Investigator so that he/she has reasonable time to prepare for it. The letter will explain the investigatory process and that the meeting is part of that process. The employee will be provided with a copy of the Council's disciplinary procedure. The Council will also inform the employee that when he/she meets with the Investigator, he/she will have the opportunity to comment on the allegations of misconduct.

- g) Employees may be accompanied or represented by a workplace colleague, a trade union representative or a trade union official at any investigatory meeting.
- h) If there are other persons (e.g. employees, councillors, members of the public or the Council's contractors) who can provide relevant information, the Investigator should try to obtain it from them in advance of the meeting with the employee.
- i) The Investigator has no authority to take disciplinary action. His/her role is to establish the facts of the case as quickly as possible and prepare a report that recommends to the Parish Council whether or not disciplinary action should be considered under the policy.
- j) The Investigator's report will contain his/her recommendations and the findings on which they were based. He/she will recommend either:
- k) the employee has no case to answer and there should no further action under the Council's disciplinary procedure
- I) the matter is not serious enough to justify further use of the disciplinary procedure and can be dealt with informally or
- m) the employee has a case to answer and a formal hearing should be convened under the Council's disciplinary procedure.
- n) The Investigator will submit the report to the Parish Council which will decide whether further action will be taken.
- o) If the Council decides that it will not take disciplinary action, it may consider whether mediation would be appropriate in the circumstances.

4. The disciplinary meeting

- a) If the Parish Council decides that there is a case to answer, it will appoint a staffing sub-committee of three councillors, to formally hear the allegations. The staffing sub-committee will appoint a Chairman from one of its members. The Investigator shall not sit on the sub-committee.
- b) No councillor with direct involvement in the matter shall be appointed to the sub-committee. The employee will be invited, in writing, to attend a disciplinary meeting. The sub–committee's letter will confirm the following:
 - the names of its Chairman and other two members
 - details of the alleged misconduct, its possible consequences and the employee's statutory right to be accompanied at the meeting
 - a copy of the information provided to the sub-committee which may include the investigation report, supporting evidence and a copy of the Council's disciplinary procedure
 - the time and place for the meeting. The employee will be given reasonable notice of the hearing so that he /she has sufficient time to prepare for it
 - that witnesses may attend on the employee's and the Council's behalf and that both parties should inform each other of their witnesses' names at least two working days before the meeting
 - that the employee may be accompanied by a companion a workplace colleague, a trade union representative or a trade union official
- c) The purpose of the disciplinary meeting hearing is for the allegations to be put to the employee and then for the employee to give their perspective. It will be conducted as follows:
 - the Chairman will introduce the members of the sub-committee to the employee and explain the arrangements for the hearing

- the Chairman will set out the allegations and invite the Investigator to present the findings of the investigation report (if there has been a previous investigation)
- the Chairman will invite the employee to present their account
- the employee (or the companion) will set out his/her case and present evidence (including any witnesses and/or witness statements)
- any member of the sub-committee and the employee (or the companion) may question the Investigator and any witness
- the employee (or companion) will have the opportunity to sum up
- d) The Chairman will provide the employee with the sub-committee's decision with reasons, in writing, within five working days of the meeting. The Chairman will also notify the employee of the right to appeal the decision.
- e) The disciplinary meeting may be adjourned to allow matters that were raised during the meeting to be further investigated by the sub-committee.

5. Disciplinary action

- a) If the sub-committee decides that there should be disciplinary action, it may be any of the following:
 - i. Oral warning

An oral warning is issued for most first instances of minor misconduct. The Council will notify the employee:

- of the reason for the warning, the improvement required (if appropriate) and the time period for improvement
- that further misconduct/failure to improve will result in more serious disciplinary action
- of the right to appeal
- that a note confirming the oral warning will be placed on the employee's personnel file, that a copy will be provided to the employee and that the warning will remain in force for six months
- ii. First written warning

If the employee's conduct has fallen beneath acceptable standards, a first written warning will be issued. A first written warning will set out:

- the reason for the written warning, the improvement required (if appropriate) and the time period for improvement
- that further misconduct/failure to improve will result in more serious disciplinary action
- the employee's right of appeal
- that a note confirming the written warning will be placed on the employee's personnel file, that a copy will be provided to the employee and that the warning will remain in force for a specified period of time (e.g. 12 months).
- iii. Final written warning

If the offence is sufficiently serious, or if there is further misconduct or a failure to improve sufficiently during the currency of a prior warning, the employee will be given a final written warning. A final written warning will set out:

- the reason for the final written warning, the improvement required (if appropriate) and the time period for improvement
- that further misconduct/failure to improve will result in more serious disciplinary action up to and including dismissal
- the employee's right of appeal

- that a note confirming the final written warning will be placed on the employee's personnel file, that a copy will be provided to the employee and that the warning will remain in force for a specified period of time (e.g. 12 months).
- iv. Dismissal
- b) The Council may dismiss:
 - for gross misconduct
 - if there is no improvement within the specified time period, in the conduct which has been the subject of a final written warning
 - if another instance of misconduct has occurred and a final written warning has already been issued and remains in force.
- c) The Council will consider very carefully a decision to dismiss. If an employee is dismissed, he/she will receive a written statement of the reasons for his/her dismissal, the date on which the employment will end and details of his/her right of appeal.
- d) If the sub-committee decides to take no disciplinary action, no record of the matter will be retained on the employee's personnel file. Action taken as a result of the disciplinary meeting will remain in force unless it is modified as a result of an appeal.

6. The appeal

- a) An employee who is the subject of disciplinary action will be notified of the right of appeal. His/her written notice of appeal must be received by the Council within five working days of the employee receiving written notice of the disciplinary action and must specify the grounds for appeal. The grounds for appeal include;
 - a failure by the Council to follow its disciplinary policy
 - the disciplinary decision was not supported by the evidence
 - the disciplinary action was too severe in the circumstances of the case
 - new evidence has come to light since the disciplinary meeting.
- b) Where possible, the appeal will be heard by a panel of three members of the Parish Council who have not previously been involved in the case. This includes the Investigator.
- c) The appeal panel will appoint a Chairman from one of its members.
- d) The employee will be notified, in writing, within 10 working days of receipt of the notice of appeal of the time, date and place of the appeal meeting. The employee will be advised that he/she may be accompanied by a companion a workplace colleague, a trade union representative or a trade union official.
- e) At the appeal meeting, the Chairman will:
 - introduce the panel members to the employee
 - explain the purpose of the meeting, which is to hear the employee's reasons for appealing against the disciplinary decision
 - explain the action that the appeal panel may take.
- f) The employee (or companion) will be asked to explain the grounds for appeal.
- g) The Chairman will inform the employee that he/she will receive the decision and the panel's reasons, in writing, usually within five working days of the appeal hearing.
- h) The appeal panel may decide to uphold the disciplinary decision of the Parish Council, substitute a less serious sanction or decide that no disciplinary action is necessary. If it decides to take no disciplinary action, no record of the matter will be retained on the employee's personnel file.
- i) If an appeal against dismissal is upheld, the employee will be paid in full for the period from the date of dismissal and continuity of service will be preserved.
- j) The appeal panel's decision is final.



Online Banking Policy

Brantham Parish Council

Author: Sarah Keys (Parish Clerk)

ADOPTION DATE:	
MINUTE NO.	
VERSION NO.	1
REVIEW DATE:	

Online Banking Policy for Brantham Parish Council

Background

This policy is based on the advice issued by the National Association of Local Council (NALC) relating to parish councils' use of online banking and the implications for the way in which the Parish Council operates with regards to the authorization of payments.

Banking arrangements have changed significantly in recent years, with more transactions being carried out online. As a result of this, the use of cheques is becoming rare. Many businesses prefer to receive payment by electronic means and are now discouraging the payment of invoices by cheques. This has become particularly apparent during the COVID-19 pandemic.

Legislation

The Legislative Reform (Payments by Parish Councils, Community Councils and Charter Trustees) Order 2014 (SI2014/580) came into effect on 12th March 2014.

This Legislative Reform Order repeals the statutory requirement (Local Government Act 1972 section 150(5) which states that "every cheque or other order for the payment of money shall be signed by two members of the council".

The removal of this particular legal requirement enables the Parish Council to take an overall approach to how it controls its money as well as taking advantage of modern technology including internet banking.

Internal Controls

The Parish Council must ensure that it maintains robust controls on payments as an integrated part of its overall financial control system and proposes an Internet Banking Policy as part of its governance. At all times the advice of NALC in relation to dual authorization will be followed: "Councils must not relinquish the "two member signatories" control over cheques and other orders for payment until they have put in place safe and efficient arrangements in accordance with the guidance noted from the NALC Finance and Audit Advisor "the overriding requirement resulting from the abolition of S150(5) is that each and every local council seeking to depart from the two signature rule must "implement and maintain robust controls on expenditure as an integrated part of their overall financial control system".

It is not a requirement that two people authorize electronic payments, however it is a general principle that more than one person should be involved in any payment, whether that is before, at or after the point at which the payment is made. Councils must consider the appropriate systems, procedures and controls available by banking providers".

Banking position

The Parish Council has a bank account with Lloyds Bank with internet banking facilities set up for the dayto-day payment of invoices and receipt of income on the three current accounts.

The Clerk provides regular reconciliations supported by bank statements to full Council on the Council's accounts.

Payments are made by the Council referred method of payment which is by direct transfer using online payments as the default position.

The Council will have a minimum of three Councillors as authorised signatories at any one time:

- 1. Wherever possible, payments will be made using online banking and should be initiated as per the procedures set out below within three days of being agreed at a council meeting.
- 2. Payment for items made by internet banking transfer must have evidence retained showing which members approved release of the payment.
- 3. Where internet banking arrangements are made with any bank, the Clerk shall be appointed as the Administrator. The Clerk will operate a 'create and submit only' authorisation and will be able to transfer funds between accounts held at the same bank. The Clerk will be the only authorised person enabled to set up a beneficiary or a payment.
- 4. The Bank Mandate approved by the Council shall identify a minimum of three Councillors as Signatories who will be authorised to 'approve only' transactions on those accounts.
- 5. Access to internet banking accounts will be directly to the banks log-in page and not through a search engine or e-mail link. Remembered or saved password facilities must not be used on any computer used for council banking work. Breach of this requirement will be treated as a very serious matter.
- 6. The Council, and those signatories using computers for the Council's internet banking, shall ensure that anti-virus, anti-spyware and firewall software with automatic updates, together with a high level of security, is used. Signatories may request reimbursement for the installation and annual update of such software on their personal computers.
- 7. No employee or Councillor shall disclose any PIN or password, relevant to the working of the Council or its bank accounts, to any person not authorised in writing by the council.
- 8. New beneficiary details and changes to beneficiary details used for internet banking must be supported by hard copy or email notification for checking and supported by hard copy authority for change signed by the Clerk and a Signatory.
- 9. A programme of regular checks of standing data with suppliers will be followed.

Procedure

The actual process of operating the online account will be the subject to the rules and security authorisation process of the agreed bank:

- 1. All orders for payment will be verified for accuracy by the Parish Clerk and included on the payment schedule.
- 2. The schedule of all payments shall be prepared by the Parish Clerk and presented to each meeting of the Council together with any supporting invoices or other documentation for approval. The approved schedule will be signed by the Clerk as Responsible Financial Officer and Chairman of the meeting.
- 3. The Parish Clerk will initiate payment.
- 4. Two of the three authorised Councillors will confirm the payments online (from the list of authorised Councillors held by LLoyds Bank). Councillors are expected to authorise payment requests within two days of the payment being initiated by the Parish Clerk.
- 5. Where a councillor is to be reimbursed for expenditure, they should not be an authoriser (in the case of internet payments), or a signatory (in the case of cheque payments).

Inter Account Transfers

Transfers between the Council's Accounts will continue to be subject to the Council's own Financial Regulation 5.5c "fund transfers within the councils banking arrangements up to the sum of £10,000 provided that a list of such payments shall be submitted to the next appropriate meeting of council.