

Avon Dassett Parish Council

Agenda

I hereby give notice that an Ordinary Meeting of Avon Dassett Parish Council will be held in The Reading Room on 4 March 2024 at 7.00pm, to which you are summoned for the transaction of the following business

Summons	Clr Mike Blakeman, Clr Trevor Gill (Vice Chair), Clr Liz Hirst, Clr Alex Jackson, Clr Darrell Muffitt (Chair)
Invitees	The General Public, Clr Chris Mills (WCC), Clr Natalie Gist (SDC). Clr Nigel Rock (SDC)
Meeting Chair	Clr Darrell Muffitt
Minute Taker	Joanne Jarman (Parish Clerk)

The meeting is open to the public and the press, who are welcome to attend the duration of the meeting* and may raise questions or comment on agenda items during Public Participation. Members of the public are not expected to speak at any other time during the meeting.

***Occasionally members of the public may be asked to leave the meeting if the council resolves to consider 'confidential business'**

- 1. Record of Members Present**
- 2. To Receive Apologies and the Reasons for Such Absence**
- 3. To receive Declarations of Personal or Pecuniary Interest**
- 4. Public Participation - to receive any questions or presentations from the public**
(15 minutes will be allowed for this item)
- 5. To approve the Minutes of previous meeting:**
 - 5.1 Extra Ordinary meeting held on 29th January 2024
- 6. To receive Progress Reports on Outstanding Items not covered later on the agenda (See Clerk's Report)**
 - 6.1 To confirm the completed actions – see Parish Clerk's report
- 7. County and District Councillor Reports**
 - 7.1 Warwickshire County Council
 - 7.2 Stratford District Council
- 8. Planning**
 - 8.1 Update - See Parish Clerk's Report
 - 8.2 24/00331/FUL – Pax Hill House – Single storey front and rear extensions. Two storey side extension to replace part two storey part single storey buildings.
<https://apps.stratford.gov.uk/eplanning/AppDetail.aspx?appkey=S8QPBYPMMBN00>
- 9. Projects Group**
 - 9.1 To receive a progress update on the Projects Group
 - 9.2 To approve the revised business case for the refurbishment of the Reading Room
- 10. Community**
 - 10.1 To receive an update on the refurbishment of The Reading Room
 - 10.2 To receive an update on the Burial Ground
 - 10.3 To receive an update on St John's Church
 - 10.4 To receive an update on community policing/neighbourhood watch
 - 10.5 To receive an update on the playground
 - 10.6 To receive an update on the War Memorial
- 11. Highways, Street Lighting and Footpaths**
 - 11.1 To receive an update on highways, street lighting and drains
 - 11.2 To receive an update on the speed survey
 - 11.3 To note the road closure of Farnborough Road on 15th and 17th April 2024
- 12. Finance**
 - 12.1 To approve the payments in the schedule attached to this agenda
 - 12.2 To review the financial statements to 29th February 2024

- 12.3 To approve the insurance renewal
- 12.4 To consider the need for a limited assurance review
- 13. Communications**
- 13.1 To receive the notes from the websites Focus Group
- 13.2 To consider the use of gov.uk email addresses
- 13.3 To consider the redevelopment of the Parish Council website
- 14. D-Day celebrations**
- 14.1 To consider the arrangements for the D-Day celebrations
- 15. Annual Parish Meeting**
- 15.1 To consider the date and format of the next Annual Parish Meeting
- 16. Police and Crime Commissioner Election**
- 16.1 To confirm the elections to be held on 2nd May 2024
- 17. Call for Sites**
- 17.1 To consider the responses to the Call for Sites
- 17.2 To consider how to proceed with sites proposed for Electric Vehicle Charging points
- 18. Correspondence (for information only)**
- 18.1 Update on Upper Lighthorne Primary Healthcare
- 18.2 Digital Switchover
- 18.3 Home Upgrade Grants
- 19. Councillors' Reports**
- To report on minor matters of information not included elsewhere on the agenda
- 20. Items for the Next Agenda**
- To raise items for future agendas.
- 21. Date of the next meeting:** 13th May 2024 (to include the Annual Parish Council meeting)



Parish Clerk – Joanne Jarman
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Tel: 07809 197817
Website: avondassettparishcouncil.com

Avon Dassett Parish Council

Interim Parish Clerk's Report – 4th March 2024

Agenda Reference	COMPLETED ACTIONS AND UPDATES – 8th January 2024
10.7	Fire Service consultation to be uploaded to website and a Mailchimp to be sent out to residents informing them of the consultation – complete
	OUTSTANDING ACTIONS
6.	Contact to be made with the Diocese to establish its plans for St Joseph's – Cllr Hirst
6.	STWA to be contacted to ask that laybys be provided rather than traffic lights and that notice is given of road works – Cllr Gill
6.	Drains to be identified via What Three Words and sent to WCC Highways to confirm they are all on the gullying schedule – Cllr Gill
6.	Trees on WCC land to be Identified – Cllr Gill
6.	Lengthsman specification to be put together for the Projects Group - Cllrs Gill and Muffitt
9.1	Quotes for the installation of the playground matting to be obtained – Cllr Gill
8.	PLANNING MATTERS
8.1 (8.1.20 24)	Planning Application: 23/03379/FUL Top Lodge – a no objection response was submitted.
6.1 (29.1.2 024)	<p>Planning application: 23/03397/FUL Land and Building Adjacent Avon Carrow – the Parish Council agreed to support the application for the following reasons with conditions:</p> <ul style="list-style-type: none"> • The proposed application complies with the Core Strategy. • The proposal would provide for a single local market dwelling, to meet one of the 4-bed local needs identified in the current Housing Needs Survey. • The site is defined as agricultural but has ceased to operate as such for quite some time. The existing dilapidated large barn which will be demolished thus removing the harmful effect of the structures on the distinctive character and appearance of the village. • Comments on previous applications referred to the encroachment of the development on the agricultural nature of the landscape and the impact adverse impact on the adjacent listed Avon Carrow. By reducing the size of the development to a lower single dwelling which is well within the footprint of the existing barn the impact on both the surrounding landscape and Avon Carrow is much reduced. <p>The response to the application along with the conditions was submitted on the SDC planning portal on 31st January 2024.</p>
10.1	Work on Reading Room toilets - the contractor has been formally appointed to carry out the work and the deposit paid. The work should be completed by the end of the financial year.

<p>10.6</p>	<p>Planning consent (23/02824/LBC) has been given for the major works to the War Memorial. In addition to normal conditions the following will need to be discharged:</p> <ul style="list-style-type: none"> • Details of the design of the following (in large-scale annotated elevation and section drawings with a Specification of Works) shall be submitted to and approved in writing by the District Planning Authority before the relevant works commence and shall be implemented in accordance with the approved details. <ul style="list-style-type: none"> i. Stone repair including profile, dimensions, type and extent of replacement. ii. Mortar mix and finish • Prior to the commencement of cleaning sample cleaning trials shall be carried out as described in the Impact and Heritage Statement. Photographs and details of sample panels of the trial cleaning, new stonework and mortar pointing shall be submitted for the written approval of the District Planning Authority before works commence. The work shall be implemented in accordance with the approved details/samples. The sample panels shall be kept on site for reference until the works are fully completed.
<p>11.1</p>	<p>Warwickshire Horsewatch is working with WCC to provide a limited number of free Horse Road Safety “Dead Slow” signs. Two signs have been loaned to us and have been placed on private property as agreed with the property owners. The acquisition of further signs has been put on hold until the impact of these can be assessed.</p> <p>Faulty street lights at the War Memorial and opposite the playground were reported to WCC on 9th February 2024. WCC has confirmed that it has raised defects for both units.</p>
<p>11.2</p>	<p>The speed survey strips have been installed and we await the results.</p>
<p>13.1</p>	<p>Cllr Jackson and the Clerk joined the Focus Group village websites on 24th January 2024.</p> <p>The meeting was productive and a summary of the main points has been circulated to all councillors. No comments were received from councillors. The next steps should be noted and accepted.</p> <p>Since the meeting the administrators of the Avon Dasset Facebook page have given the Clerk access rights so that information about Parish Council meetings can be posted on the page.</p>
<p>12.3</p>	<p>Insurance renewal – the insurance is due for renewal on 6th April 2024. The renewal quote is £614.04 with Aviva Insurance. This compares to £553 for the last financial year, being an increase of 11%.</p>
<p>12.4</p>	<p>Parish Councils with gross income or gross expenditure under £25,000 can certify themselves as exempt from a limited assurance review. Avon Dasset Parish Council qualifies for this exemption. It is my recommendation that the exemption be claimed as the cost of over £210 does not constitute value for money.</p>
<p>15.1</p>	<p>The date for the Annual Parish meeting needs to be set. This must take place before 1st June 2024. The format for the meeting needs to be considered. It has been suggested that the village should be invited to put forward ideas for the meeting; this could be via Mailchimp, WhatsApp and Facebook.</p> <p>Themes that have been suggested include:</p> <ul style="list-style-type: none"> • Climate change – either a speaker or signposting people • History – sharing memories and learning about the village • Potential for planting trees • Projects update

16.1	The election for the Police and Crime Commissioner will be held on 2 nd May 2024. The Reading Room will be a polling station. Voters are reminded that they will need to provide ID.
17.1	An update on Upper Lighthorne Primary Healthcare has been received. It is anticipated that a GP practice will be appointed in April. Information can be found on the following website: https://smithdom.uk/ulnhs/home/ulnhs.shtml
	<p>Items for the next agenda:</p> <ul style="list-style-type: none"> Annual financial statements AGAR – signing of parts 1 and 2 Internal auditors report Dates for Exercise of Public Rights Code of Conduct Standing Orders Financial Regulations – these may be held over if the new Financial Regulations have not been issued by NALC Health and Safety Policy Risk Assessment Scheme of Delegation Standing Orders

Minutes of an Extraordinary meeting of Avon Dassett Parish Council

29th January 2024

at

The Reading Room, Avon Dassett

The Chair welcomed attendees to the meeting

The meeting commenced at 19.00

1. PRESENT

Cllr Mike Blakeman
 Cllr Trevor Gill (Vice Chairman) & Minute Taker
 Cllr Liz Hirst
 Cllr Darrell Muffitt (Chairman)
 Cllr Natalie Gist (SDC)

Two attendees representing the Planning Application

Four members of the public

APOLOGIES

Cllr Jackson
 Cllr Mills (WCC)

2. DECLARATIONS OF INTEREST

Cllr Hirst – Agenda item 6.1 approval of the quote of £2,881.95 for additional works to the Reading Room

3. PUBLIC PARTICIPATION

It was confirmed that members of the public in attendance did not have any matters to raise other than those relating to the planning application which is agenda item 5.1 and agreed that members of the public would raise comments and concerns following the presentation to be given by the applicants.

4. APPROVAL OF THE MINUTES OF THE PREVIOUS MEETING

The minutes of the ordinary meeting held on 8th January 2024 were approved:

Proposed: Cllr Muffitt

Seconded: Cllr Hirst

Unanimously approved

5. PLANNING

5.1 Planning application: 23/03397/FUL Land and Building Adjacent Avon Carrow -

<https://apps.stratford.gov.uk/eplanning/AppDetail.aspx?appkey=S5PTW6PMFNB00>

The applicants gave a detailed review of the planning application, and a copy of the presentation is in Appendix 1.

Following this there was a general discussion between the applicants and members of the public. The issues / concerns and the responses were as follows:

Ownership/ maintenance and planting scheme and biodiversity area.

Concerns were raised as to who would own the area and be responsible for its maintenance. It was suggested that it would be more appropriate to plant native trees rather than an orchard. Also, there are some mature trees on the edge of this area, and these should be rationed or replaced with trees of sufficient stature so as to retain privacy for the neighbouring properties. There was also a concern that in the future this area could be developed for future housing.

The applicants responded that this area would be part of the title for the proposed development and there would be a legal covenant covering the issues raised.

Tree Roots on the development site

There was a concern that any development on the site should ensure that any roots relating to trees belonging to Avon Carrow should not be damaged.

The applicants responded that there is a concrete slab beneath the existing structure which would limit root growth. As the new development is within this area there is not expected to be any impact on the root structure relating to these trees.

Sewerage and Rainwater

Concerns were raised relating to surface water running from the site to Avon Carrow and also the lack of a plan as to how sewerage will be dealt with.

The applicants stated that these concerns would be addressed by condition and a detailed proposal as to how they would be addressed would be submitted to the planning authority post approval.

Impact on Avon Carrow during development

During the development of the site including the removal of the existing structure there would be an impact on the residents of Avon Carrow and any other property that a shared the access drive. Concerns were also raised as to whether the existing access road surface would be further damaged during construction. There were safety concerns regarding visibility where the new dwelling access joined the existing road The applicants confirmed there would be a clear demarcation. The applicants confirmed that the roadway would reinstated on completion.

It was agreed that there would be a detailed construction management plan produced post-approval and this would be covered by a pre-commencement condition

Cllr Blakeman stated he had circulated his report to Councillors prior to the meeting and this document included all representations made on the planning portal prior to the meeting; submissions after the meeting could not be considered. He confirmed that the key points in his report to Councillors were covered in the discussion.

The Council resolved unanimously to support the application subject to certain conditions. Cllr Blakeman agreed to document the conditions for approval by Councillors prior to submission to Stratford on Avon District Council.

Action: Cllr Blakeman to prepare a submission for approval.

Post meeting update for the record: A copy of the submission is attached in Appendix 2.1

6. FINANCE

6.1 To approve the quote of £2,881.95 for additional works to the Reading Room, being a new toilet, kitchen wall unit, storage unit in the safe room and to extend hot water pressure relief to outside

Proposed: Cllr Gill

Seconded: Cllr Blakeman

Unanimously approved

7. Communications

7.1 To formally approve the Communications Survey Report

A copy is attached in Appendix 3

Proposed: Cllr Blakeman

Seconded: Cllr Muffitt

Unanimously approved

7.2 To confirm Option 4 of the Communications Parish Council Options

A copy is attached in Appendix 4

Proposed: Cllr Hirst

Seconded: Cllr Muffitt

Unanimously approved

8. CORRESPONDENCE

None

9. COUNCILLORS REPORTS

None

10. ITEMS FOR THE NEXT AGENDA

To receive an update on the call for land.

11. MEETING DATES

4th March 2024

The meeting closed at 20.15

ACTIONS summary:

- Cllr Blakeman to prepare a submission to Stratford on Avon District Council for approval.

PLANNING APPLICATION 24/00331/FUL

Pax Hill House, Avon Dassett, Southam, Warwickshire, CV47 2AE

The planning application is for single-storey front and rear extensions and a two-storey side extension to replace part two storey part single storey buildings

Summary

- The applicant states that the application is for two-storey and single-storey extensions to provide suitable accommodation for ageing relatives with mobility and sight impairment issues.
- The application can be viewed at <https://apps.stratford.gov.uk/eplanning/AppDetail.aspx?appkey=S8QPBYPMMBN00#>

Planning History

- There are no previous planning applications associated with this property since it was built in 1924. Many of the surrounding properties have had extensions over the years.

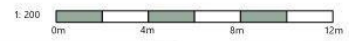
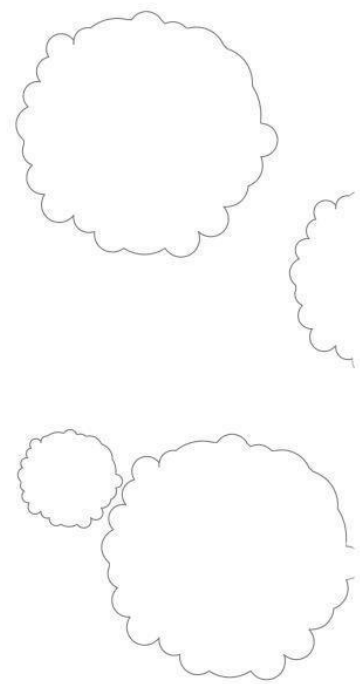
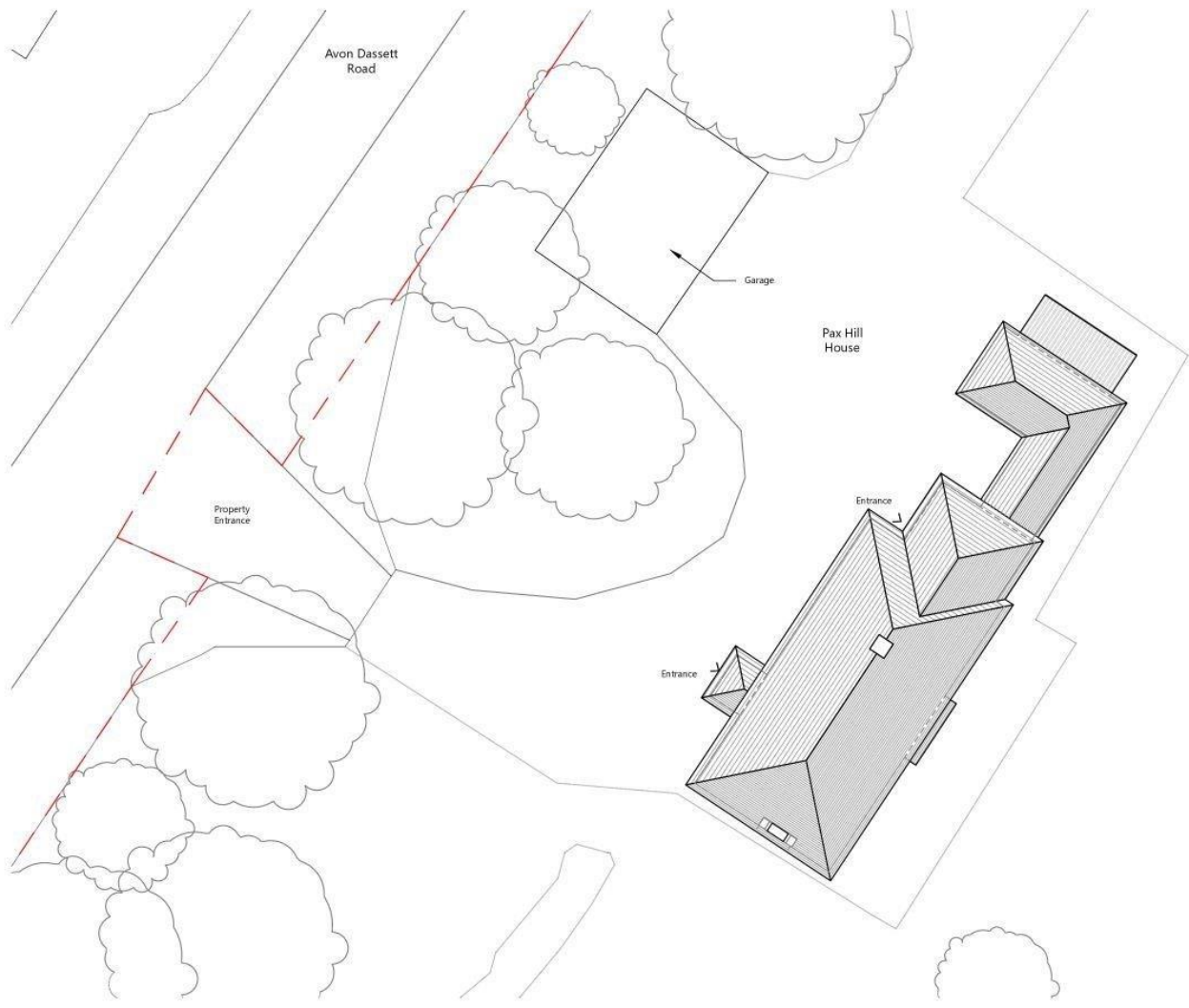
Observations

- The existing building is not listed and lies outside the Avon Dassett conservation area.
- The application site lies within the Special Landscape Area included as part of the Core Strategy.
- The submitted proposals aim to improve the current living arrangements of the client's family with a sensitively designed new extension for family members with mobility issues and includes a lift within the part new extension.
- The existing house is only partially visible from the main road through a gap in the hedging where an access gate is located. There are no public footpaths immediately adjacent to the property.
- The applicant considers that there will be no impact by the proposal on either the visual or the residential context of the local area and the inhabitants of the surrounding properties.
- The existing building of Pax Hill House is constructed of red clay bricks with interlocking concrete roof tiles with a mixture of UPVC and timber framed windows and doors. The proposal is to use the same or similar materials in the new extensions.
- The access remains as existing.

Conclusions

- The proposed extensions are relatively modest and in keeping with the existing building.
- The two-storey extension sits within the overall footprint of the existing single-storey
- The proposed extension will have little or no impact on the adjacent properties.
- The proposed extension will have little or no impact on the Special Landscape Area included as part of the Core Strategy.
- The materials to be used are the same as or sympathetic to the existing building,

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Revision	Details	Date
/	First Issue	26.01.24

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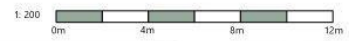
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Pax Hill House, Avon Dassett

Drawing Title:
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Job No: 23_055	Drawing No: 002	Revision: /

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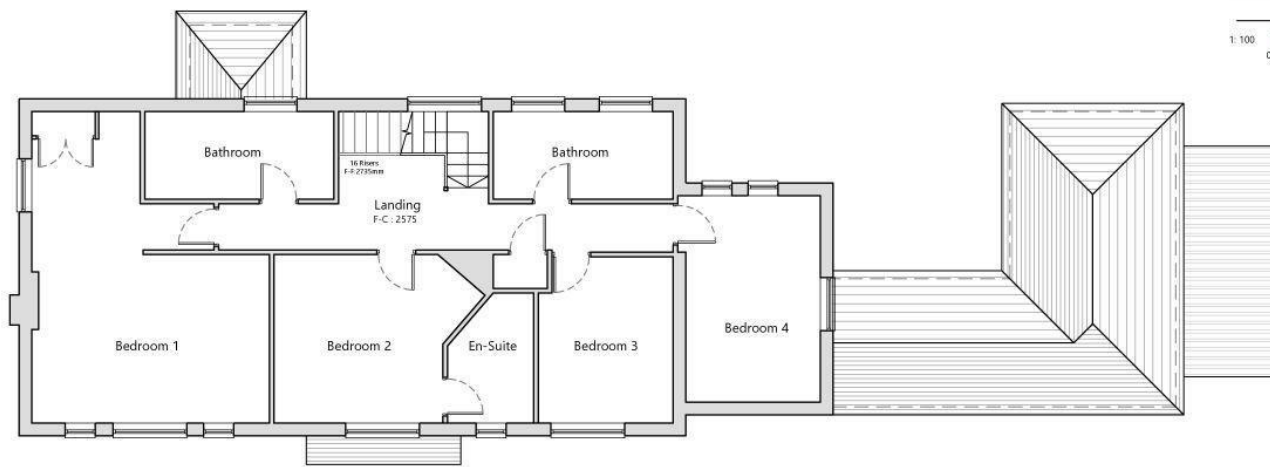


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/			09.02.24

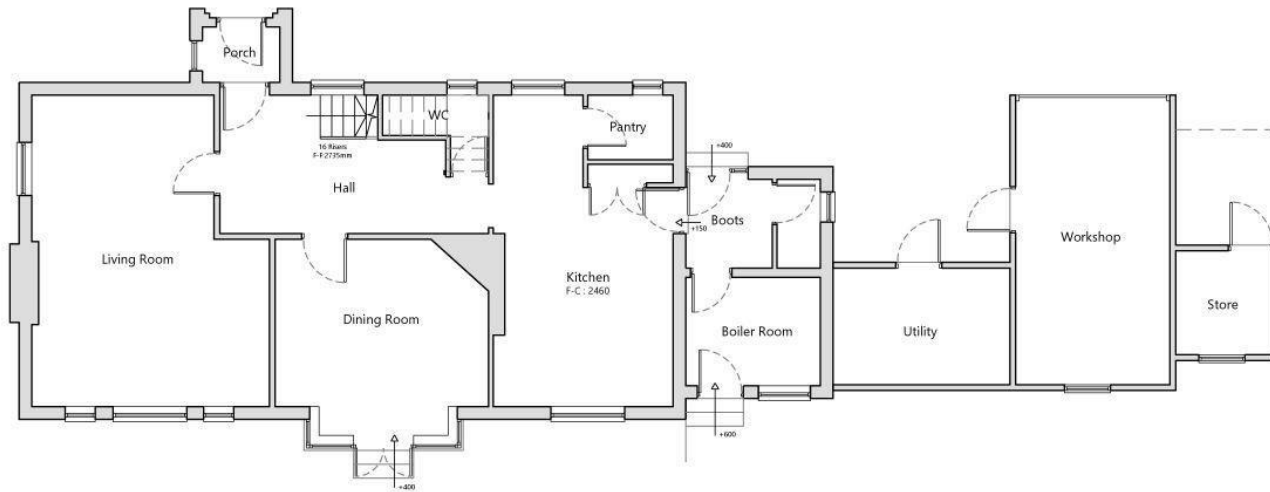
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OX5 5 5PP

Project: Pax Hill House, Avon Dassett	Drawing Scale: 1:200	Paper Size: A3
Drawing Title: Proposed Block Plan	Job No: 23_055	Drawing No: 101
	Revision: /	



Existing First Floor Plan
Scale: 1:100



Existing Ground Floor Plan
Scale: 1:100

/	First Issue	26.01.24
Revision	Details	Date

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OX15 5NS

Project:
Paxhill House, Avon Dassett

Drawing Title:
Existing Floor Plans

Drawing Scale:
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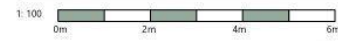
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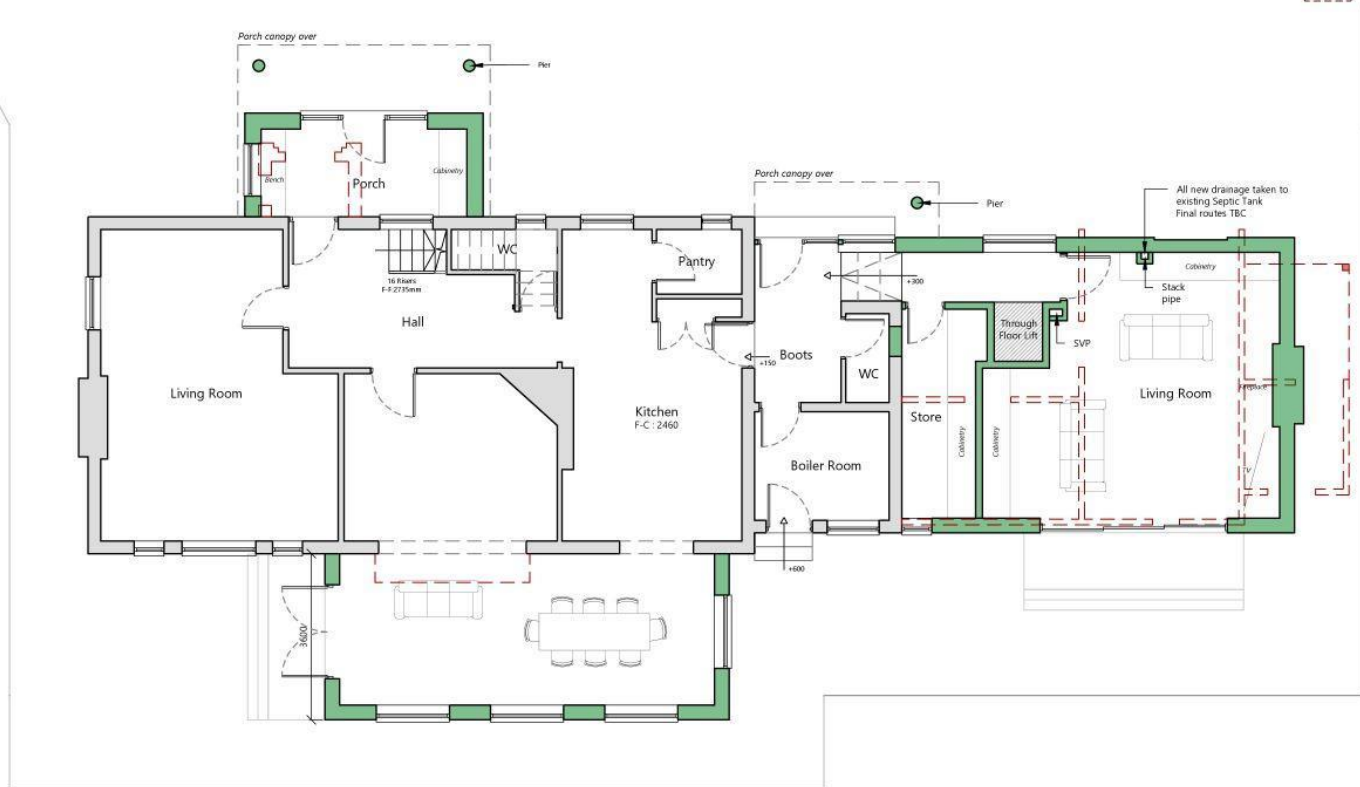
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Revision	Details	First Issue	Date
/			09.02.24

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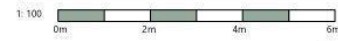
The Studio @
Aspleytree Cottage
Sibford Gower
Oxfordshire
OX15 5RS

Project:
Paxhill House, Avon Dassett

Drawing Title:
Proposed Ground Floor Plan

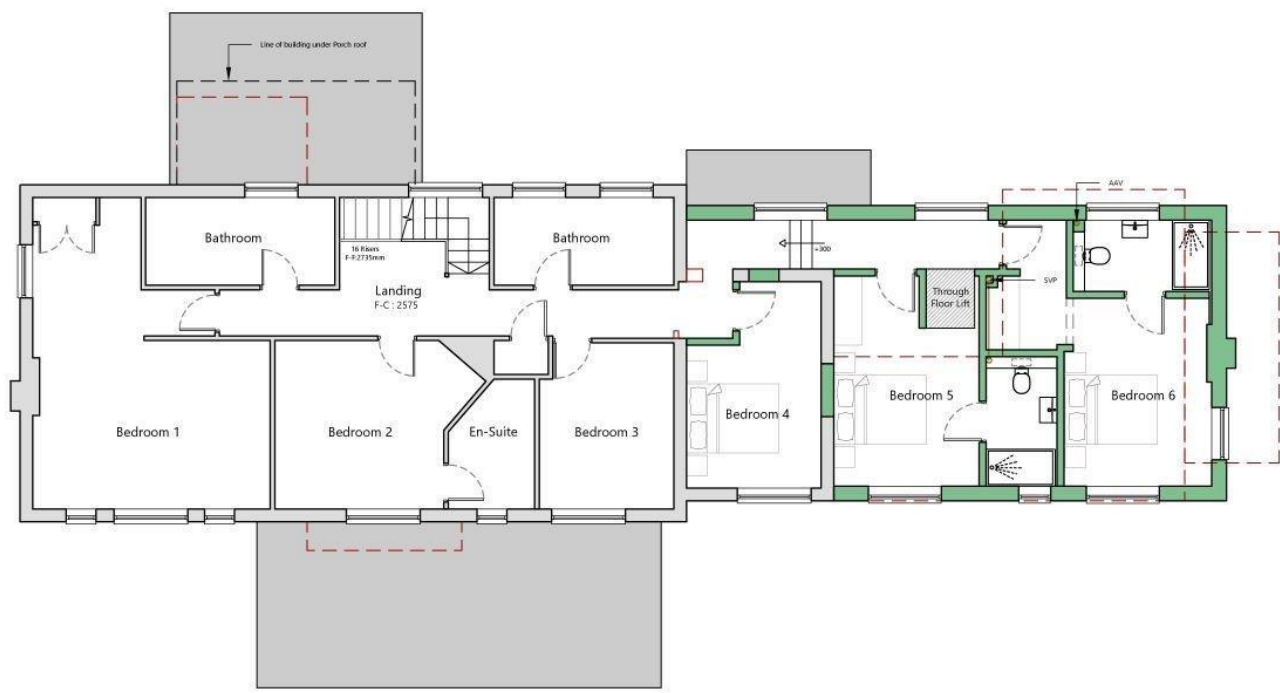
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Revision: /	

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Key

- Existing
- Proposed
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Revision	Details	Date

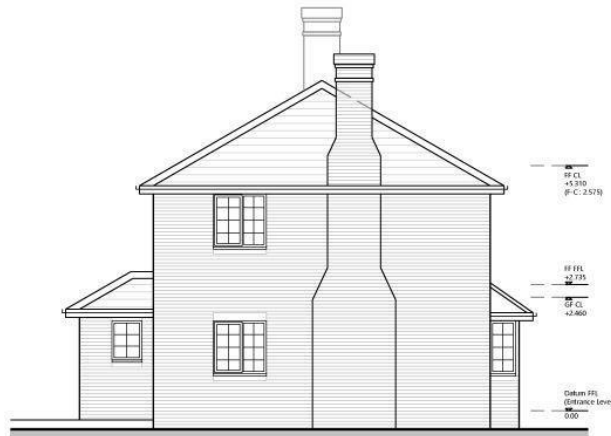
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 Oxfordshire
 OX15 5RS

Project:
 Paxhill House, Avon Dassett
 Drawing Title:
 Proposed First Floor Plan

Drawing Scale: 1:100	Paper Size: A3	
Job No: 23_055	Drawing No: 103	Revision: /



Existing East Elevation
Scale: 1:100



Existing South Elevation
Scale: 1:100

Existing Materials:
 Walls: Brick (red)
 Roof: Interlocking concrete tiles
 Windows: UPVC (white) framed
 Doors: UPVC (white) & timber (painted)
 Garage & Store: Worn edged timber cladding over brickwork
 Interlocking concrete tiles

Revision	Details	Date
/	First Issue	26.01.24

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Project:
Paxhill House, Avon Dassett

Drawing Title:
Existing East and South Elevations

Drawing Scale:
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Paper Size:
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Job No: **23_055** Drawing No: **005** Revision: /



Proposed East Elevation
Scale: 1:100

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Existing Materials:

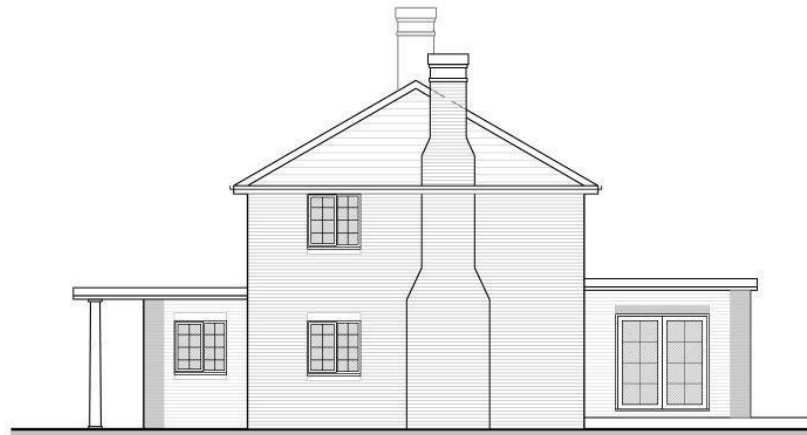
- Walls: Brick (red)
- Roof: Interlocking concrete tiles
- Windows: UPVC (white) framed
- Doors: UPVC (white) & timber (painted)
- Garage & Store: Wavy edged timber cladding (over brickwork)
- Interlocking concrete tiles

- Proposed Materials: Brick (variation to main house - red)
Brick detailing quoins, banding, soldier courses in varying colour to main brick

- Roof: Interlocking tiles to match existing
- New flat roofs to be covered in Lead
- Doors: Aluminium framed (grey) and glazed. Timber personnel doors

Key

Removed



Proposed South Elevation
Scale: 1:100

Revision	Details	First Issue	Date
/			09.02.24

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Project:
Paxhill House, Avon Dassett

Drawing Title:
Proposed East and South Elevations

Drawing Scale:
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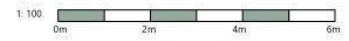
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Job No:
23_055

Drawing No:
105

Revision:
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- Existing Materials:
- Walls: Brick (red)
 - Roof: Interlocking concrete tiles
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 - Doors: UPVC (white) & timber (painted)
 - Garage & Store: Worn edged timber cladding (over brickwork)
 - Interlocking concrete tiles



Existing West (Front) Elevation
Scale: 1:100



Existing North Elevation
Scale: 1:100

/	First Issue	26.01.24
Revision	Details	Date

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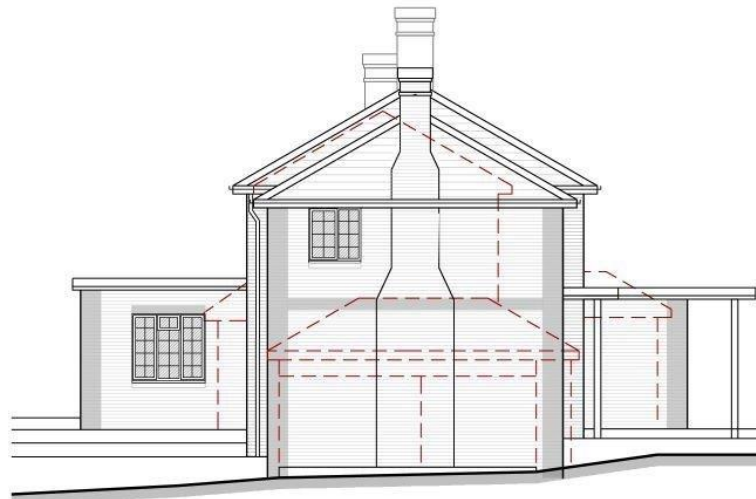
Project:
Paxhill House, Avon Dassett

Drawing Title:
Existing West and North Elevations

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Job No: 23_055_004	Revision: /



Proposed West (Front) Elevation
Scale: 1:100



Proposed North Elevation
Scale: 1:100

Do not scale from this drawing. Use figured dimensions only



Existing Materials:

Walls: Brick (red)
Roof: Interlocking concrete tiles
Windows: UPVC (white) framed
Doors: UPVC (white) & timber (painted)
Garage & Store: Wavy edged timber cladding (over brickwork)
Interlocking concrete tiles

Proposed Materials: Brick (variation to main house - red)
Brick detailing quoins, banding, soldier courses in varying colour to main brick

Roof: Interlocking tiles to match existing
New flat roofs to be covered in Lead
Doors: Aluminium framed (grey) and glazed. Timber personnel doors
Windows: Aluminium framed (grey)
Rainwater goods: To match existing

Key

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Revision	Details	First Issue	Date
/			09.02.24

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Project:
Paxhill House, Avon Dassett

Drawing Title:
Proposed West and North Elevations

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Job No:
23_055

Drawing No:
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Revision:
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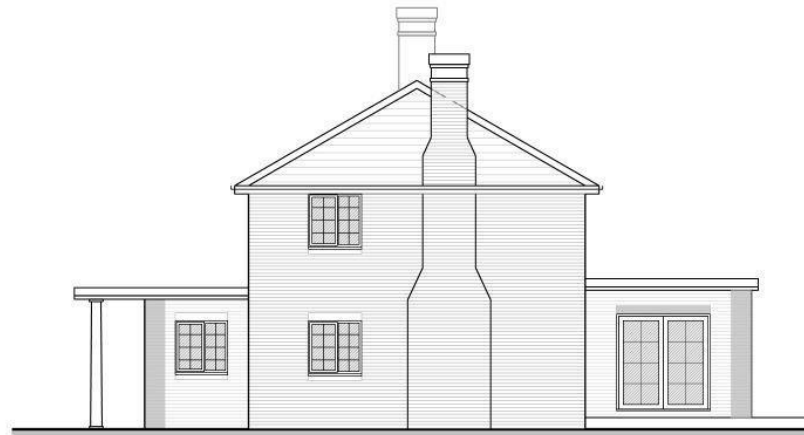
Proposed East Elevation
Scale: 1:100

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Existing Materials:
 Walls: Brick (red)
 Roof: Interlocking concrete tiles
 Windows: UPVC (white) framed
 Doors: UPVC (white) & timber (painted)
 Garage & Store: Wavy edged timber cladding (over brickwork)
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 Brick detailing quoins, banding, soldier courses in
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 Roof: Interlocking tiles to match existing
 New flat roofs to be covered in Lead
 Doors: Aluminium framed (grey) and glazed. Timber personnel doors

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Proposed South Elevation
Scale: 1:100

Revision	Details	Date
/	First Issue	09.02.24

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Project:
 Paxhill House, Avon Dassett

Drawing Title:
 Proposed East and South Elevations

Drawing Scale: 1:100	Paper Size: A3
Job No: 23_055	Drawing No: 105
Revision: /	

Avon Dassett Parish Council

Project Business Case

Reading Room – Refurbishment of the kitchen and toilet area

Updated: Wednesday, 28 February 2024

Management Summary	<p>Avon Dassett Parish Council “the Parish Council,” has for some time been considering how better and more frequent use can be made of it’s prime asset the Reading Room.</p> <p>At present it is used:</p> <ul style="list-style-type: none">• for Parish Council meetings• by the Post Office on Monday and Wednesday weekly• for Village coffee mornings on the first Monday of each month• by village clubs and societies on an occasional basis. <p>In order that the Reading Room can be viewed as a more attractive venue attention needs to be focussed on the facilities available.</p> <p>The Parish Council has invested in improved heating with the provision of a wood burning fire, installed broadband and had the main room redecorated.</p> <p>Attention needs to given to the kitchen area and also the toilet and this business case covers these areas.</p>
Reason why	<p>For some years the Parish Council has been seeking ideas as to how better use can be made of the Reading Room.</p> <p>A project was created to consider creating a drop in office to cater for people working away from then office.</p> <p>That project resulted in wifi access being installed but the project stalled when the Parish Plan survey revealed only minimal demand for a service.</p> <p>However the Reading Room lacks basic facilities and this project considers the development of the Reading Room to make it more usable as a community facility. Initially, improvements to the kitchen and washroom are being considered as the most basic facilities that require attention.</p>
Options	<p>Do nothing</p> <p>Make basic improvements</p> <p>Make additional improvements including disabled toilets and improving energy efficiency while increasing the warmth of the Reading Room.</p>
Results/ benefits	<p>Creation of more attractive, usable premises</p> <p>Possible better use of the facility</p> <p>Responding to local need – e.g. enabling new clubs, societies and activities</p>
Timescale	<p>March 2024 subject to the availability of the contractor</p>

<p>Estimated costs</p>	<p>Quotation received for £2,899.08 for improvements to the kitchen and washroom which are broken down as follows:</p> <ul style="list-style-type: none"> • new kitchen units £1380.08 • worktop £200.00 • under counter water heater £154.00 • electrics and plumbing £325.00 • new sink and tap £200.00 • bathroom basin tap £40.00 • installation cost £600.00 <p>This work was completed in 2023, but users requested additional cupboard space, bringing the storeroom into better use and improvements to the toilet.</p> <p>A quotation for this work has been received for £2,921.95 and funds earmarked for this work</p>
<p>Risks</p>	<p>Makes no improvement on usage</p> <p>Future plans to redevelop the facility may make the work a waste of resources (please note no plans currently visible)</p>
<p>Overall appraisal</p>	<p>The do nothing option results in the continuation of a cold unwelcoming environment lacking the basic services. There is no hot water in the washroom and the boiler in the kitchen leaks and intrudes into the workspace. The kitchen units are past their best and do not provide the storage facilities required by users. This option is rejected</p> <p>For the basic improvements option, following discussions with users and a survey of the premises the following work has been identified as needed to improve the basic services:</p> <ul style="list-style-type: none"> • Replace kitchen units • Replace worktops • Replace kitchen sink and tap • Replace and relocate water heater under the kitchen sink unit • Run hot water to washroom and install tap <p>The Projects Group is aware that the Parish Council's Financial Regulations require two estimates for work in excess £100 and below £3,000. However, the Parish Council has tried to meet this requirement, but has been unable to obtain a second estimate.</p> <p>This project was raised at the Parish Council meeting held on 9th January 2023 (minute reference 10.1 refers) and it was unanimously agreed that the work could proceed with one estimate.</p> <p>As a result of user requests, additional improvement work has been identified and approved. This includes:</p> <ul style="list-style-type: none"> • Fitting cupboards and shelving to the storeroom • Additional cupboards in the kitchen • Replacement toilet with a comfort height unit <p>It is proposed that the same contractor who undertook the initial work is retained to complete this next phase of improvements</p>

AVON DASSETT PARISH COUNCIL

PAYMENTS AND RECEIPTS SINCE LAST MEETING

CURRENT ACCOUNT

Date	Payee	Details	Expenditure	Income
02 January 2024	WM and DM Watts	Coffee morning	£15.10	
09 January 2024	WM and DM Watts	Coffee morning	£15.99	
02 January 2024	Google	Google accounts	£9.20	
09 January 2024	J Jarman	Clerk expenses	£16.20	
09 January 2024	SLCC	Registration fee	£450.00	
10 January 2024	WPC	Share of SLCC fee		£225.00
10 January 2024	C Dancer	Cleaning	£30.00	
10 January 2024	C Dancer	Cleaning	£30.00	
12 January 2024	EDF Energy	Electricity	£13.02	
15 January 2024	Avon Carrow Management	Reading Room Hire		£5.00
18 January 2024	1&1	Emails ets	£8.40	
18 January 2024	1&1	Website fees	£44.40	
22 January 2024	J Jarman	Clerk's salary	£361.04	
24 January 2024	Sky	Reading Room phone	£29.40	
05 February 2024	NuHatch	Reading Room deposit	£1,400.00	
08 February 2024	EDF Energy	Electricity	£64.34	
09 February 2024	Amazon	Cleaning products	£25.78	
02 February 2024	Google	Google accounts	£9.20	
12 February 2024	C Dancer	Cleaning	£30.00	
12 February 2024	T Gill	Coal for Reading Room	£19.47	
12 February 2024	WCC	Street light maintenance	£172.80	
14 February 2024	WM and DM Watts	Coffee morning	£11.73	
20 February 2024	Total Energies	Electricity - December	£121.77	
23 February 2024	Sky	Reading Room phone	£29.40	
20 February 2024	J Jarman	Clerk's salary	£361.04	
20 February 2024	1&1	Emails ets	£8.40	
00 January 1900	1&1	Website fees	£19.20	
00 January 1900	00 January 1900	00 January 1900		
			£3,295.88	£230.00

DEPOSIT ACCOUNT

Date	Details	Income
09 January 2024	Interest received	£26.88
09 February 2024	Interest received	£28.52
		£0.00
		£55.40

FOR AUTHORISATION

PAYMENTS FROM PRECEPT

MW and DEM Watts	Coffee mornings - April and May	60.00
Zoom	Virtual meetings	129.90
C Dancer	Cleaning - April and May	80.00
Clerk	Travel - March meeting	16.20
	Playground matting	1,500.00
Clear Council	Annual insurance	614.04
		£2,400.14

AVON DASSETT PARISH COUNCIL 2023 - 2024 FINANCIAL YEAR
RECEIPTS AND PAYMENTS ACCOUNT FOR THE PERIOD TO
29th FEBRUARY 2024

	<u>Actual</u>		<u>Net Receipts</u>	<u>Variance With Budget</u>	<u>Budget</u>
Receipts					
Precept	£15,610.00		£15,610.00	£0.00	£15,610.00
Interest received	£218.21		£218.21	£213.21	£5.00
Burial Ground Fees	£150.00		£150.00	£150.00	£0.00
Miscellaneous - Funds From Village Functions and other	£225.00		£225.00	£225.00	£0.00
Income related to Church Steps	£0.00		£0.00	£0.00	£0.00
Hire of Reading Room, car park etc	£272.50		£272.50	£222.50	£50.00
Mowing Refund From Stratford District Council	£1,060.59		£1,060.59	£660.59	£400.00
Freedom of Information Fees Received	£0.00		£0.00	£0.00	£0.00
Coronation grant	£0.00		£0.00	£0.00	£0.00
Election Fees Re The Use Of The Reading Room	£0.00		£0.00	(£220.00)	£220.00
VAT Reimbursement	£103.33		£103.33	(£996.67)	£1,100.00
TOTAL RECEIPTS	£17,639.63	£0.00	£17,639.63	£254.63	£17,385.00

	<u>Actual</u>	<u>Funded From Reserves</u>	<u>Net Expenditure</u>	<u>Variance With Budget</u>	<u>Budget</u>
Payments (Annual expenses)					
The Reading Room					
Reading Room: Cleaning	(£425.82)		(£425.82)	(£65.82)	£360.00
Reading Room: Electricity Supply	(£663.53)		(£663.53)	£186.47	£850.00
Reading Room: Maintenance	(£1,682.70)	£1,400.00	(£282.70)	£67.30	£350.00
Reading Room: WiFi	(£482.59)		(£482.59)	(£122.59)	£360.00
Total Reading Room	(£3,254.64)	£1,400.00	(£1,854.64)	£65.36	£1,920.00

Administration					
Clerk's Pay	(£3,671.80)	£0.00	(£3,671.80)	£1,078.20	£4,750.00
Administration Expenses	£0.00		£0.00	£480.00	£480.00
ADPC Training	(£948.00)		(£948.00)	(£218.00)	£730.00
Audit Fees	(£392.00)		(£392.00)	£58.00	£450.00
Data Protection	(£35.00)		(£35.00)	£0.00	£35.00
Election Fees	(£665.90)	£0.00	(£665.90)	£84.10	£750.00
Councillor and Clerk expenses	(£270.49)		(£270.49)	(£70.49)	£200.00
Subscriptions	(£205.50)		(£205.50)	£94.50	£300.00
Insurance	£0.00		£0.00	£850.00	£850.00
Total Administration	(£6,188.69)	£0.00	(£6,188.69)	£2,356.31	£8,545.00

Village Maintenance					
Street Light Maintenance	(£172.80)		(£172.80)	£7.20	£180.00
Street Light Electricity Supply	(£985.22)		(£985.22)	£414.78	£1,400.00
Village Maintenance & Mowing	(£3,751.78)	£1,060.59	(£2,691.19)	(£191.19)	£2,500.00
Tubs Etc	(£323.20)		(£323.20)	(£73.20)	£250.00
Total Village Maintenance	(£5,233.00)	£1,060.59	(£4,172.41)	£157.59	£4,330.00

Playground					
Playground Inspections	(£106.80)		(£106.80)	£43.20	£150.00
Playground Equipment and Repairs	£0.00		£0.00	£250.00	£250.00
Playground General Maintenance	£0.00		£0.00	£250.00	£250.00
Total Playground	(£106.80)	£0.00	(£106.80)	£543.20	£650.00

Communications & IT Expenditure					
Avon Dasset Parish Council Website	(£304.80)		(£304.80)	£55.20	£360.00
Communications & Surveys	£0.00		£0.00	£0.00	£0.00
IT Software, Hardware & Consumables	(£978.92)		(£978.92)	(£628.92)	£350.00
Total Communications & IT Expenditure	(£1,283.72)	£0.00	(£1,283.72)	(£573.72)	£710.00

Miscellaneous					
Coffee Morning Expenses & Xmas Gathering	(£164.29)		(£164.29)	£15.71	£180.00
Other - Section 111	£0.00		£0.00	£0.00	£0.00
Other - Section 137	£0.00		£0.00	£0.00	£0.00
Other - Section 145	(£1,018.16)		(£1,018.16)	(£768.16)	£250.00
Defibrillator	(£367.76)		(£367.76)	(£117.76)	£250.00
Community Projects	(£59.00)		(£59.00)	£491.00	£550.00
Total Miscellaneous	(£1,609.21)	£0.00	(£1,609.21)	(£379.21)	£1,230.00

TOTAL PAYMENTS	(£17,676.06)	£2,460.59	(£15,215.47)	£2,169.53	£17,385.00
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NET INCOME OVER EXPENDITURE FOR THE YEAR TO DATE	(£36.43)	£2,424.16
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TRANSFERRED TO GENERAL RESERVE

NET INCOME OVER EXPENDITURE AFTER TRANSFER TO RESERVES	(£36.43)	£2,424.16
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ALLOCATION of RESERVES

Earmarked Reserves	
Website	£1,000.00
Village Cemetary	£925.00
Reading Room Maintenance	£1,521.95
Playground	£1,500.00

General Reserves	£21,719.14
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Overspend to be recovered	£312.29
St John's Steps Appeal Funds	

Closing Period Bank Balances As At: 29 February 2024

Current Account	£1,981.85
Deposit Account	£24,684.24

Total Bank Balances	£26,666.09
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Summary of Cover

Clear Local Councils

Underwritten by



AVIVA

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INTRODUCTION

This document provides key information about the Local Councils policy arranged by Clear Insurance Management Limited. Should you have any additional questions, then please contact Clear Insurance Management Limited.

Insurers

Aviva Insurance Limited

This Summary of Cover is designed to highlight the main features and exclusions to help you decide if the policy meets your needs. If you require more detailed information please contact Clear Insurance Management Limited at the address shown in the covering letter.

This is a Policy Summary only and does not contain full terms and conditions of the contract of insurance. Some of the covers will only apply if you have chosen to take the option selected. Full terms and conditions can be found in the policy documents, a copy of which is available on request.

Local Councils Policy Details

Mandatory Covers:

- Employers' Liability - covers your legal liability to employees including volunteers, if they are injured whilst working for you
- Public Liability - covers your legal liability to pay compensation to members of the public if they are injured or their property is damaged as a result of an accident caused by you or your employees, including volunteers
- Money - covers loss of money and provides compensation for an accident sustained by employees, clerks, councillors and voluntary workers as a direct result of theft or attempted theft
- Fidelity Guarantee - covers loss which you may sustain from fraud or dishonesty of employees
- Officials' Indemnity - covers your legal liability for negligence of council members, officials or members of your staff in pursuit of their duties
- Libel and Slander - covers your legal liability to pay compensation for libel contained in publications issued in the course of Council business or slander uttered by the Clerk to the Council and any member of the council whilst carrying out their duties
- Legal Expenses – provides legal advice and protection for legal costs arising from a range of contingencies

Optional Covers:

- Property Damage - provides All Risks cover for loss or damage to your buildings, contents and other property owned by the council – including street furniture, playground equipment and war memorials, with the option to include damage caused by subsidence
- Business Interruption – cover for loss of revenue or increased cost of working as a result of your premises being unfit for occupation following loss or damage
- Personal Accident – covers your council members, clerks, council employees or volunteers against accidental bodily injury
- No Claims Bonus Protection & Application of Excess Protection – provides cover for payment of excess and loss of no claims discount when clerks and councillors are using private motor vehicles in connection with council business

POLICY SUMMARY

This is a Policy Summary only and does not contain full terms and conditions of the contract of insurance. It is designed as a way for Clear Insurance Management Limited to provide important information to you about your Local Councils policy. Some of the covers will only apply if you have chosen to take the option selected. Full terms and conditions can be found in the policy documents, copies of which are available on request.

What is the Local Councils Insurance Policy?

The Local Councils Policy is specifically designed to cover the insurance needs of Parish, Town and Community Councils in England and Wales in respect of their legal liabilities, property damage and other risks. It is underwritten by Aviva Insurance Limited.

Please Read the Policy

Please periodically read the policy and the policy schedule carefully and make sure that it meets your needs and that you understand its terms, conditions, limits and exclusions.

If you wish to change anything or if there is any thing you do not understand please notify your insurance specialist. If you fail to notify us your policy may not operate or not operate fully.

Where am I covered?

This will depend on the product and choices you have made, please refer to the Summary and policy booklet for details of where you are covered.

What are my obligations?

This is a summary of your main obligations under the policy.

- You must make a fair presentation of the risk to us, which includes telling us of any circumstances which we would take into account in our assessment or acceptance of this insurance – wlf you fail to make a fair presentation of risk this could affect the extent of cover provided or invalidate your policy
- You must also make a fair presentation to us in connection with any variations, e.g. changes you wish to make to your policy.
- You must take all reasonable precautions to prevent loss or damage, and comply with any security or other loss prevention conditions in your policy documents

- You must notify us promptly of any event which might lead to a claim and follow the claims procedure set out in your policy
- For further details and any specific obligations relating to your trade or business activities following our assessment of your risk, please refer to your policy documents

When and how do I pay?

Payment options should be discussed with your insurance adviser.

How do I cancel the contract?

You can cancel your policy at any time during your period of cover, subject to the notice period shown in your policy.

To cancel your policy, contact your insurance adviser.

How do I make a complaint?

Please direct all complaints to:

Clear Insurance Management Limited
AGM House
3 Barton Close
Grove Park
Enderby
Leicester. LE19 1SJ

Telephone: 0330 013 0036

Email: councils@thecleargroup.com

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service

Exchange Tower

London

E14 9SR

Telephone: 0800 023 4567 (calls from UK landlines and mobiles are free) or
0300 123 9123

Or simply log on to their website at www.financial-ombudsman.org.uk.

Whilst Clear Insurance Management Limited and Insurers are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action.

Would I receive compensation if the Insurers were unable to meet their liabilities?

The Insurers are members of the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from the FSCS if Insurers are unable to meet their liabilities. Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100 or 0207 741 4100

Policy Duration

The policy has a 12 month period of insurance (unless shown differently on your policy schedule), and is annually renewable.

Mandatory Covers

EMPLOYERS LIABILITY

Significant Features and Benefits

Covers your legal liability to insure your employees for death or injury happening in the course of their employment with you up to £10 million any one occurrence (£5 million for claims arising from acts of terrorism).

Health and Safety at Work Legal Defence Costs – provides legal and other costs incurred in defending prosecutions

Unsatisfied Court Judgements – provides for payment of compensation to an employee where a court judgement remains unsatisfied six months after the judgement

Compensation for Court Attendance – covers attendance as a witness in connection with the defence of a claim. Limits are:

- £500 for each days attendance for partners and directors
- £250 for each days attendance or an employee

Contractual Liability – covers liability which attaches to you solely under the terms of an agreement

Medical Treatment – provides cover for damages, costs and expenses to any employee resulting in treatment given in connection with any bodily injury

Data Protection – provides cover for defence against prosecution brought under the Data Protection Act 1998 or under Article 82 of the General Protection Regulation (Regulation(EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing

Significant Exclusions or Limitations

- work on an offshore installation or travelling to or from
- injury to any employee where motor insurance is required by law to be in force
- fines, penalties or liquidated, aggravated, punitive or exemplary damages

PUBLIC AND PRODUCTS LIABILITY

Significant Features and Benefits

Covers your legal liability in connection with council business for accidental injury to members of the public or accidental damage to property not owned by you up to £10 million any one claim (£5 million for claims arising from acts of terrorism).

Persons entitled to indemnity include;

- Councillors, clerks, employees or former employees in connection with council business
- Voluntary helpers at charitable or recreational activities organised by you
- Officers, committee members, or other members of your canteen, social, sports or welfare organisation or ambulance, first aid or fire services
- Any Principal for whom you are carrying out work under any contract

Indemnity to Hirer – indemnifies any organisation or person whilst using any building owned by you up to a limit of £2,500,000 provided the purpose of use is noncommercial.

Advertising Liability – covers damages and compensation in the event of any infringement of copyright, title or slogan in any advertisement, publicity, article or broadcast by you up to £1,000,000

Significant Exclusions or Limitations

- injury to any employee or voluntary worker
- loss of or damage to property belonging to you or in your charge or control other than:
 - premises and contents temporarily in your charge for the purpose of carrying out work
 - premises leased rented or hired by you, excluding liability under any tenancy agreement
- property belonging to visitors and guests in your custody or control
- liability arising out of ownership, possession or use of any mechanically propelled vehicle or attached trailer where motor insurance is required by law or any water craft or aircraft
- products liability arising from:
 - any liability which attaches to you solely under the terms of an agreement
 - any product installed or incorporated in aircraft or spacecraft
- pollution unless due to a sudden, identifiable, unintended and unexpected incident
- fines, penalties or liquidated, aggravated, punitive or exemplary damages
- damage to employees' and visitors' vehicles and personal belongings whilst being worked upon or stored for a fee

PUBLIC AND PRODUCTS LIABILITY - CONTINUED

Significant Features and Benefits

Overseas Personal Liability – covers temporary visits to any other country made in connection with the business

Contingent Motor Liability – covers you against liability for vehicles not owned or provided by you in connection with the business

Member to Member Liability – covers claims arising out of the activities of the council against individual members made by another member or members

Food Safety Act Legal Defence Costs – covers cost of defence of criminal proceedings for breach of the Food Safety Act 1990 or other local equivalent

Pollution Clean-Up Costs – provides cover for the cost of carrying out remediation and clean-up costs following a sudden, unexpected incident if a demand or notice is served on the council under environmental protection legislation

Unauthorised Movement of Vehicles – covers your liability when vehicles not owned by you are being driven by your employees for the purpose of parking, loading or unloading, to allow free passage of a vehicle owned by you or to allow access to your premises

Significant Exclusions or Limitations

- liability arising from advice or design provided for a fee
- exposure to, inhalation of, fears of the consequences of exposure to/inhalation of, costs incurred in repairing, removing, replacing, recalling, rectifying, reinstating, or managing any property arising out of the presence of asbestos
- any publication or utterance of a libel or slander
- any excess as stated in your schedule

MONEY

Significant Features and Benefits

Crossed cheques and other non-negotiable money – maximum benefit £250,000

Cash and other negotiable money:

- in transit or in your premises during business hours or in a bank night safe – as per your policy schedule
- in a locked safe at your premises out of business hours – as per your policy schedule
- out of a safe, at your premises out of business hours — as per your policy schedule
- in private dwellings of principals, partners and directors of the business – £350
- whilst at exhibitions, fetes or similar events – up to £350

Personal Accident Assault extension – benefits as follows if any employee or other person entrusted with money is injured as a direct result of theft or attempted theft of money involving assault or violence or the threat of assault or violence:

- death, loss of limb, loss of sight and permanent total disablement £25,000
- temporary total disablement £100 per week (up to 104 weeks)
- temporary partial disablement £50 per week (up to 104 weeks)
- the cost of professional counselling up to £30 per session and £1,000 per person
- clothing and personal effects up to £250

Significant Exclusions or Limitations

- loss arising from the dishonesty of any committee member, officer, partner, director, trustee, employee or voluntary worker not discovered within 30 working days of the occurrence
- losses from unlocked, unattended vehicles
- shortage due to error or omission
- loss from locked safe at your premises out of business hours unless the key or keys of the safe are removed from the premises
- personal accident assault cover in respect of professional security carriers
- you must ensure that when in transit, money is carried by the following number of able-bodied adults;
 - 2 adults when in excess of £3,000 but not exceeding £6,000
 - 3 adults when in excess of £6,000 but not exceeding £15,000
- a professional carrier of money for single transits exceeding £15,000

FIDELITY GUARANTEE

Significant Features and Benefits

Covers loss of money or other property up to £250,000, with the option to increase your sum insured if needed, arising from the dishonesty of directors, principals, partners, employees or voluntary workers.

Cover will also extend to include;

- Auditors and other professional fees necessary to quantify a loss
- The cost of re-writing and amending computer software and systems following their fraudulent use
- Valid claims that are caused by the theft, fraud or dishonesty of more than one employee, where you are unable to specify the individual person or persons
- Theft, fraud or dishonesty committed during the period of insurance but not discovered until after this insurance has expired, up to 36 months after expiry provided you do not renew or replace the policy

Significant Exclusions or Limitations

- losses brought about from the dishonesty of any employee or voluntary worker who to the knowledge of the clerk or any councillor has a conviction for theft, fraud or dishonesty not considered spent under the Rehabilitation of Offenders Act 1984
- loss of interest or consequential loss of any kind
- losses caused by any temporary agency staff if cover for the loss is provided by the employment agency providing the person connected
- any unexplained shortages
- any excess as stated in your schedule

OFFICIALS INDEMNITY

Significant Features and Benefits	Significant Exclusions or Limitations
<p>Covers your legal liability for negligent acts, accidental errors or omissions of council members, officials or employees committed in relation to council business, up to £500,000 in any one period of insurance</p>	<ul style="list-style-type: none">• injury or loss or damage to property• loss or damage caused by councillors, officials or employees arising from;• fraud, dishonesty or criminal offence• neglect, error or omission other than in the course of the discharge of their duties• your failure to fulfil your obligation under any contract entered into by them with the third party making the claim• slander or libel• liability in respect of surcharge made by the District Auditor or other body

LIBEL AND SLANDER

Significant Features and Benefits	Significant Exclusions or Limitations
<p>Covers your legal liability to pay damages and claimants costs and expenses for the following;</p> <ul style="list-style-type: none">• libel• slander• passing off• infringement of trademark or registered design or patent• infringement of copyright <p>in your normal publications or committed by the clerk or any member of the council whilst carrying out official duties up to £250,000 in any one insurance period</p>	<ul style="list-style-type: none">• criminal or alleged criminal libel• passing off, infringement of trademark or registered design or patent in connection with computer software• claims for proceedings brought outside of the territorial limits stated in the schedule• 10% of each and every claim including claimants' costs and defence costs

LEGAL EXPENSES

Significant Features and Benefits

The following contingencies are covered under the Legal Expenses section of your policy, up to the limits specified in your schedule.

Employment Disputes – covers the cost of defending you in disputes with employees, former employees and trade unions representing employees in respect of;

- unfair dismissal disputes under the ACAS arbitration scheme
- contracts of employment
- breach of statutory rights under employment legislation

Compensation Awards – covers basic and compensatory awards that you are ordered to pay by a tribunal or through the ACAS Arbitration Scheme related to a valid claim under the Employment Disputes contingency

Service Occupancy – covers the cost of recovering possession of premises owned by you, or for which you are responsible

Breach of Restrictive Covenant - covers the cost of pursuing an injunction against employees or former employees following a breach of express restrictive covenant in their contract of employment in respect of;

- Solicitation of other employees
- Solicitation of customers resulting in proven financial loss

Significant Exclusions or Limitations

Employment Disputes excludes claims for damages in respect of personal injury or physical property

Compensation Awards cover excludes;

- Non-payment of money due under the relevant contract of employment
- Compensation awards related to trade union activities or membership, health & safety dismissals brought under Section 44 of the Employment Rights Act 1996, statutory rights in relation to trustees of pension schemes or statutory rights in relation to Sunday shop and betting work
- Breach of National Minimum Wage Laws
- Compensation awards ordered due to failure to comply with a recommendation made by a tribunal

Service Occupancy does not cover the cost of defending your legal rights, other than defending a counter-claim

Criminal Prosecution excludes prosecutions for infringement of road traffic laws or regulations in connection with ownership, driving or use of a motor vehicle.

Data Protection excludes defence costs and civil awards where you are not registered with the Information Commissioner

LEGAL EXPENSES - CONTINUED

Significant Features and Benefits

Criminal Prosecution – covers the cost of defending you;

- in dealings with the Police, Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer prior to the issue of legal proceedings
- following an event which leads to an insured person being prosecuted in a criminal court

as well as the costs and expenses incurred in appealing against a sentence or conviction, including appeals against an Improvement or Prohibition Notice under the Health & Safety at Work etc. Act 1974 or the Food Safety Act 1990.

Data Protection – covers the cost of defending you and any compensation award following civil action taken against an insured person for compensation under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Protection Regulation (Regulation(EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing.

You are also covered for appeal costs following the Information Commissioner's decision to refuse registration or change of registration, or serve an Enforcement Deregistration or Transfer Prohibition Notice.

Significant Exclusions or Limitations

LEGAL EXPENSES - CONTINUED

Significant Features and Benefits

Wrongful Arrest – covers the cost of defending you in civil action for wrongful arrest or malicious prosecution in respect of an accusation of theft

Employee Civil Legal Defence – covers the defence of insured persons if;

- An event leads to civil action under legislation for unlawful discrimination
- Civil action in respect of an insured person's position as a trustee of a pension fund set up for the benefit of your employees

Statutory Notice – covers the cost of representing you in an appeal against the imposition or terms of a Statutory Notice issued under legislation affecting council business

Disciplinary Hearings – covers the cost of representing an insured person at a disciplinary hearing convened by a regulatory authority or professional body

Property Protection – covers representation at any legal proceedings related to property you own or are responsible for following;

- Any event which could cause physical damage or loss to property
- Any nuisance or trespass including eviction of squatters

Significant Exclusions or Limitations

Property Disputes excludes claims relating to;

- A contract entered into by you
- Tenancy disputes
- Mining subsidence
- Motor vehicles whilst being driven by an insured person

Personal Injury does not cover claims relating to;

- Illness or bodily injury which develops gradually or is not linked to a specific accident
- Defending the legal rights of an insured person, except in respect of a counter-claim

Motor vehicles whilst being driven by an insured person

Tax Protection, Employers' Compliance and VAT Disputes

contingencies are subject to you taking all reasonable care to ensure that returns are complete, correct and submitted within statutory time limits, and no cover is provided for;

- Claims caused by your failure to register for value added tax
- Claims arising from investigations by HM Revenue and Customs Special Investigation Section or Special Compliance Office
- Claims arising from investigations into alleged dishonesty or alleged criminal offences
- Claims arising from a tax avoidance scheme

LEGAL EXPENSES - CONTINUED

Significant Features and Benefits

Personal Injury - covers the cost of pursuing the legal rights of an insured person following an event causing their death or bodily injury, or that of a family member

Tax Protection – covers the cost of representing you and negotiating on your behalf in respect of any full enquiry, aspect enquiry or intervention enquiry carried out by HM Revenue and Customs

Employers' Compliance – covers the cost of representing you in any appeal proceedings related to your compliance with;

- Pay as you Earn
- Social Security Regulations
- Construction Scheme affairs

after a HM Revenue and Customs review or a formal written expression of dissatisfaction with your P11Ds or P9Ds

Vat Disputes – covers the cost of representing you in any appeals proceedings following assessment by HM Revenue and Customs in respect of value added tax due

Significant Exclusions or Limitations

LEGAL EXPENSES - CONTINUED

Significant Features and Benefits

Contract Disputes - covers you for the cost of representation at civil proceedings related to a contractual dispute arising from an agreement for the sale, provision, purchase or hire of goods or services provided that;

- The amount in dispute exceeds £250
- If the amount in dispute is payable in instalments, the instalments due at time of dispute exceed £250
- Any claims related to money owed to you are made within 90 days of the money being due

Tenancy Disputes – covers the cost of representing you in proceedings related to a tenancy dispute between you and your landlord

Statutory Licence Protection – covers appeals to the relevant statutory or regulatory authority following an event which results in the suspension, alteration of terms, refusal to renew or cancellation of your licence, statutory registration or British Standards Certificate of Registration

Significant Exclusions or Limitations

Contract Disputes and **Debt Recovery** contingencies exclude disputes related to;

- Insurance policies and other financial products
- Lease, licence or tenancy of land or buildings
- Motor vehicles
- Contracts of employment
- Specifically tailored computer hardware, software, systems or services
- Breach of professional duty by an insured person
- Recovery of money from another party unless the other party intimates a defence exists

Tenancy Disputes excludes disputes related to rent, service charges or renewal of the tenancy agreement

Statutory Licence Protection excludes;

- An original application or application of renewal
- Licence appeals related to motor vehicles

LEGAL EXPENSES - CONTINUED

Significant Features and Benefits

Debt Recovery – covers civil actions for the enforcement of judgement to recover money and interest due from the sale or provision of goods and services provided that;

- The amount in dispute exceeds £250
- You have exhausted all reasonable credit control and accounting procedures
- Sufficient assets exist to satisfy judgement
- Any claims related to debt recovery being made within 90 days of the money being due

Significant Exclusions or Limitations

General Exclusions and Limitations applicable to all contingencies;

- costs and expenses incurred prior to the insurer's written acceptance of a claim
- legal action taken without the insurer's consent
- legal action where you hinder the insurer or their appointed representatives
- claims deliberately or intentionally caused by an insured person
- claims related to a judicial review
- claims made at a time where you are bankrupt, has filed a bankruptcy or winding up petition, has made an arrangement with creditors, has entered into a deed or arrangement, are in liquidation or where your affairs are in the care or control of a receiver or administrator

Optional Covers

PROPERTY DAMAGE	
Significant Features and Benefits	Significant Exclusions or Limitations
<p>Covers loss or damage to buildings, contents, stock, furniture, fixtures and fittings, computers, glass and sanitary ware and other property belonging to you or for which you are responsible for the sum insured specified in your policy schedule.</p> <p>Specific limits indicated in your policy schedule are provided for;</p> <ul style="list-style-type: none"> • Street Furniture • Gates and Fences • Playground Equipment • CCTV Equipment • War Memorials • Ground Surfaces • Mowers and Machinery • Sports Equipment • Regalia <p>Loss or damage arising from subsidence, ground heave and landslip is also available</p> <p>Debris Removal Costs – the cost of removing debris of the insured property damaged</p> <p>Locks – covers the cost of replacement locks following theft of keys up to £5,000</p> <p>Trace and Access – covers the cost of locating source of escape of water or fuel oil from any tank, apparatus or pipe and subsequent making good of damage up to £25,000</p>	<ul style="list-style-type: none"> • theft or theft damage from any building not involving forcible and violent entry to or exit from the premises, or from open sided or temporary buildings or involving any partner, director, or employee • acts of fraud or dishonesty by any partner, director, or employee • frost, wear and tear, gradual deterioration, inherent vice, latent defect • rot, mildew, rust, corrosion, insects, woodworm, vermin • dyeing, cleaning, repair, renovation, marring or scratching • faulty or defective design workmanship or materials • operational error or omission • changes in temperature, dampness, dryness, shrinkage, evaporation, loss of weight, contamination, change in colour, flavour, texture or finish • due to pollution or contamination • disappearance, unexplained inventory shortage, misfiling or misplacing of information • freezing, escape of water or damage caused by malicious persons in respect of premises which are empty or not in use for 30 consecutive days or more

PROPERTY DAMAGE - CONTINUED

Significant Features and Benefits

Metered Utility Charges – covers the additional charges incurred in respect of any utility metered by a supply authority up to £25,000

Landscaping Costs – covers the reasonable cost of remaking, replacing, redesigning and purchasing as necessary to replace surrounding and internal landscaped grounds and gardens up to £25,000

Fire Brigade Charges and Extinguishing Expenses – covers fire brigade charges and extinguishing expenses, as well as the loss of fire extinguishing materials expended up to £25,000

Capital Additions – covers new or acquired premises or property, or additions and improvements to existing property, provided you inform us within 6 months

Decontamination and Clean-Up Expenses – covers the cost of decontamination or disposal of water, soil or similar substance incurred during emergency measures taken to prevent seepage, pollution or contamination, up to £25,000

Inadvertent Omission to Insure – covers accidental failure to insure property, subject to you notifying us as soon as possible and paying the appropriate premium, up to the amount in your Schedule

Significant Exclusions or Limitations

- damage caused by war
- losses where third party insurance has been invalidated due to a breach of condition, risk improvements not being complied with or failure to make a claim
- losses due to detonation of munitions of war where a state of war or hostilities exists
- losses due to joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure and vessels or any range of steam piping in connection therewith
- losses due to mechanical or electrical breakdown or derangement of the particular machine or apparatus or equipment in which such breakdown or derangement originates
- any excess as stated in your schedule

PROPERTY DAMAGE - CONTINUED

Significant Features and Benefits

Mitigation of Environmental Impact – covers the additional cost of reducing your environmental impact following damage, up to the amount stated in your schedule

Mitigation of Loss – covers reasonable and necessary costs to reduce or mitigate impending damage, up to £10,000

Motor Vehicles – covers costs not recoverable from any other policy for loss or damage to motor vehicles, up to £10,000

Resilient Repairs – Extra Costs – covers the extra costs of making property more resilient to future loss during reinstatement, up to £10,000

Involuntary Betterment – covers the additional cost of providing property that performs the same function in the event that new property of like kind and quality is not available following damage, up to £25,000

Significant Exclusions or Limitations

BUSINESS INTERRUPTION

Significant Features and Benefits

Loss of Revenue covers; Interruption to your organisation following an insured loss under the property damage and theft section, which results in reduced earnings and running costs.

Cover will be declaration linked – providing a 1331/3% uplift

Additional expenses to assist you in preventing or reducing a drop in income such as overtime payments

Full failure of public utilities (water/gas/electricity)

Full failure of telecommunications

Damage at the premises of a customer or supplier

Damage to property near by which prevents access

Loss of attraction

Notifiable Human Disease

Loss of Rent Receivable covers; A loss of rent receivable during the indemnity period. (subject to the maximum indemnity period specified in your policy schedule) as well as additional expenses incurred solely to avoid or diminish loss of rent receivable following Damage to property insured

Additional Increased Cost of Working covers; Additional expenses in excess of that covered within Loss of Rent Receivable incurred solely to avoid or diminish loss of revenue or resuming or maintaining your business as normal

Significant Exclusions or Limitations

- exclusions as shown under the Property Damage Policy Section
- any excess as stated in your schedule

BUSINESS INTERRUPTION - CONTINUED

Significant Features and Benefits

Stand-alone Increased Cost of Working covers; Additional expenses incurred following interruption of the business as a result of damage for the sole purpose of avoiding or diminishing any interruption or interference with the business

Extended Premises – extends cover under the business interruption section to the premises of any customers, suppliers or third parties, as well as in respect of transit, up to £50,000

Extended Incident – extends cover under the business interruption section to include notifiable human disease and other health risks, prevention of access and loss of attraction, and utilities, up to £50,000

Significant Exclusions or Limitations

PERSONAL ACCIDENT

Significant Features and Benefits

Covers any council member, clerk, employee or voluntary worker between the ages of 16 and 75 years against accidental bodily injury:

- death and permanent total disablement £100,000. The compensation payable for permanent total disablement will be in accordance with the scale shown in the policy
- temporary total disablement £200 per week (up to 104 weeks)
- temporary partial disablement £100 per week (up to 104 weeks)

In respect of any insured persons who at the commencement of the period of insurance is between the ages of 76 and 85, the compensation for death, loss of limbs, loss of hearing or loss of sight and loss of speech is reduced to £10,000

The cost of cleaning, repairing or replacing lost or damaged clothing or personal effects up to £500

Medical expenses incurred in connection with any disablement for which compensation is payable for up to 20% of the total compensation payable

Significant Exclusions or Limitations

- whilst engaging in motor cycling, hunting, winter sports, mountaineering or rock climbing, combat sports, show jumping, polo or steeple chasing
- whilst engaged in any occupation outside of your organisation
- suicide, intentional self-injury, or insanity or the influence of alcohol or non-prescribed drugs
- pregnancy or childbirth
- disability due to a gradual cause
- flying, except as a passenger on a recognised airline
- as a result of war

Please be aware, Personal Accident cover also excludes accidental bodily injury when participating in or training for contact sports.

NO CLAIMS BONUS PROTECTION AND APPLICATION OF EXCESS PROTECTION

Significant Features and Benefits

Covers loss of or reduction in no claims discount and payment of excess contribution under a motor policy following accidents to private vehicles used by clerks and councillors in connection with your business

Significant Exclusions or Limitations

- cover is limited to the ensuing year's discount loss or reduction up to a total of £500 or the excess contribution up to £250 or the sum of both amounts

Notifying a Claim

If an accident, loss or damage occurs or any circumstances arise which may cause a claim to be made:

- You should notify your insurance specialist (or alternatively you can contact us at our claims handling office):
 - promptly, if an incident occurs that may lead to you making a claim
 - immediately, in the event of a serious accident, loss or damage

Please provide your policy number and as much information as possible about the claim.

Claims Handling

For all claims with the exception of those under the Legal Expenses section of the policy please call the Aviva Claims Helpline on 0800 015 1498. The Claims helpline can be used by anyone wishing to report a claim on any of Aviva's commercial products. As soon as you know about the problem you face - we will start to put the solutions in place.

Legal Expenses Claims

If you suffer a loss and need to make a claim under the Legal Expenses section you should contact DAS Legal Expenses Insurance Company Limited directly on 0345 300 1899 and request a claim form. We can only proceed with your claim once we have received details of the incident in writing. A claim form is available to download at www.aviva.co.uk/legalprotection.

Additional Information

Employers Liability Certificates

The Employers Liability (Compulsory Insurance) Regulations 1998 lay down certain obligations for employers and in particular you should be aware of the following:

- Retention of Certificates

You are strongly recommended to retain copies of Employers Liability certificates that have expired for as long as reasonably practicable. This is because certain claims e.g. industrial diseases could be made many years after the disease is caused.

Health and Safety Legislation

Where you are required to do so under Health and Safety legislation you must:

- have a Health & Safety Policy in place
- undertake Risk Assessments in order to identify workplace hazards
- have an induction and on-going training programme which is regularly reviewed and recorded
- have a nominated person responsible for Health & Safety.

Underwriter and Insurer Details

The Insurers:

Aviva Insurance Limited.
Registered in Scotland No 2116.
Registered Office Pitheavlis Perth Scotland PH2 0NH
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
Firm Register Number 202153.

Insurers are UK based and operate within the jurisdiction of English Law.

Law Applicable

Unless otherwise agreed, the law of England and Wales will apply to this policy.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Customers with Disabilities

This Summary of Cover and other associated documentation is also available in large print, audio and Braille. If you require any of these formats please contact us.

Telephone Call Charges and Recording

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

clear
councils

Local Councils

Clear Insurance Management Limited
AGM House
3 Barton Close
Grove Park
Enderby
Leicester
LE19 1SJ

Clear Councils is a trading style of Clear Insurance Management Limited, which is authorised and regulated by the Financial Conduct Authority, Registered in England and Wales No 3712209. Registered office: 1 Great Tower Street, London EC3R 5AA

Clear Local Councils Summary of Cover v04.5.2019

BCOAG14088 10.2023

The Insured: Avon Dassett Parish Council
Policy No: 100723637BDN/LCO02823



Local Councils

Policy Schedule

21/02/2024

Important (Material Circumstances)

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

Your Details

Name of Council:	Avon Dassett Parish Council
Correspondence Address:	The Reading Room Avon Dassett Southam Warwickshire CV47 2AL
Business:	Local Council
Schedule produced on:	21/02/2024
The county association of local council you are affiliated to:	Not Declared
Population of Council Area:	Up to 500

Period of Insurance

Effective dates	From:	06 April 2024
	To:	05 April 2025
Renewal date:		06 April 2025
Long Term Undertaking:		Not Applicable

Your Insurance Adviser's Details

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

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

Premium Details

Annual Premium (excluding Terrorism):	£508.07
Insurance Premium Tax:	£60.97
Total Amount Due (excluding Terrorism):	£569.04
<hr/>	
Overall Annual Premium:	£508.07
Overall Insurance Premium Tax:	£60.97
Policy Administration Fee:	£45.00
Overall Amount Due:	£614.04

Cover Summary

Section	Cover Operative	Limit of Indemnity
Property Damage	Covered	As per Schedule
Money	Covered	As per Schedule
Business Interruption	Not Covered	Nil
Employers' Liability	Covered	£10,000,000
Public and Products Liability	Covered	£10,000,000
Fidelity Guarantee	Covered	£50,000
No Claims Discount and Application of Excess Protection	Not Covered	Not Applicable
Libel and Slander	Covered	£250,000
Officials Indemnity	Covered	£500,000
Personal Accident	Covered	£100,000
Legal Expenses	Covered	£250,000
Data Breach Response	Not Covered	Nil

Applicable to all Sections where stated.

Excess

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

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

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

Sub Limits

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

All Limits of Liability apply any one Occurrence.

Limits are inclusive of the Excess unless otherwise stated.

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

Part A - Property Damage and Business Interruption

Section 1 - Property Damage

Property Insured	Declared Value	Sum Insured
Buildings	£179,100	£214,920
Contents	£7,500	£9,000
Other Property Insured away from the Premises		
Street Furniture	£20,000	£24,000
Walls, Gates and Fences	£7,500	£9,000
Playground Equipment	£40,000	£48,000
CCTV Equipment	Not Insured	£0
War Memorials	£20,000	£24,000
Ground Surfaces	Not Insured	£0
Mowers and Machinery	£5,000	£6,000
Sports Equipment	£5,000	£6,000
Regalia	Not Insured	£0
Terrorism	Not Insured	

Section Excess: £250

Excess in respect of all Subsidence claims: £1,000

Excess in respect of all Terrorism claims: Nil

Territorial Limits: Great Britain, Northern Ireland, the Channel Islands and the Isle of Man

Buildings Insured

Location (1):	The Reading Room, Avon Dassett, Southam, Warwickshire, CV47 2AL
Buildings Declared Value:	£179,100
Buildings Sum Insured:	£214,920
Construction Type:	Standard Construction Buildings incl Listed Buildings & Pavilions
Subsidence Cover:	Excluded

Property Damage Extensions - Sub-Limits

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

Section 1A - Money

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

Section 2 - Business Interruption

	Cover	Sum Insured
Item 1 - Gross Revenue	Not Insured	
Item 2 - Additional Increased Cost of Working	Not Insured	
Item 3 - Standalone Increased Cost of Working	Not Insured	
Item 4 - Loss of Rent Receivable	Not Insured	
Territorial Limits	Great Britain, Northern Ireland, the Channel Islands and the Isle of Man	

Business Interruption Extensions – Sub-Limits

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

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

The Insured: Avon Dassett Parish Council
Policy No: 100723637BDN/LCO02823



Property Damage and Business Interruption Extensions - Sub-Limits

Claims Preparation Expenses:

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

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

Part B - Liabilities

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

Part C - Additional Covers

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

Continental Scale

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

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

Territorial Limits	Worldwide
Legal Expenses	Insured
Limit of Indemnity	£250,000
Employee Compensation Aggregate Limit	£1,000,000
Territorial Limits	As stated in the Policy

Aviva Legal Helpline

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

Endorsements

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

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

Additional Endorsements

[3] - Clerk Absence Cover

The following Extension is added to Part A - Section Two - Business Interruption:
The **Insurer** will indemnify the **Insured** against;

1. death of the **Insured's Clerk**, or;
2. total and permanent disablement of the **Insured's Clerk**, which prevents them from attending to their normal occupation,

due to injury caused by accidental and violent means

We will only pay the additional costs and/or expenses necessarily and reasonably incurred solely to prevent limitation of the normal activities undertaken by the **Insured** which but for such additional costs and/or expenses would have taken place

The liability of the Insurer under this extension shall not exceed a maximum of £500 per week, and £5,000 in any one **Period of Insurance**.

[30] - Tree Felling and Lopping Cover

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

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

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

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

[31] - Fly Tipping Cover

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

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

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

[AMENDED] - Amended Policy Introduction

The following applies to your policy:

The Policy Introduction is amended and restated as follows:

Introduction

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

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

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

The following paragraphs remain unaltered:

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

[COVEX] - General Exclusions - Coronavirus

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

3. We will not provide cover for any claim in any way directly or indirectly caused by, resulting from or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence:
- a. Any Coronavirus (including but not limited to SARS-CoV, SARS-CoV-2 and MERS-CoV) or any disease caused by any Coronavirus (including but not limited to Severe Acute Respiratory Syndrome, COVID-19 and Middle East Respiratory Syndrome);
or
 - b. Any mutation or variation of any virus or disease listed under 1 above, or any other disease by any such mutated or varied virus,
including, without limitation to the scope of the foregoing:
 - i. Any measures taken by any governmental, public or other authority or any other person for the prevention, suppression, mitigation, cleaning or removal of any virus or disease referred to in a. or b. above,
or
 - ii. Any fear or threat of a. , b. or i. above.

However, this Policy Exclusion does not apply in respect of the following Sections when insured by this policy

- a. Employers' Liability
- b. Public and Products Liability
- c. Fidelity Guarantee
- d. Officials Indemnity
- e. Personal Accident

[FIREWORKS_23] - Firework Displays & Bonfires

If in relation to any claim for Damage to the Property Insured You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim. You must ensure in connection with firework displays or bonfires organised by You that,

1. You consult the relevant authorities at least seven days before the event
2. You comply with any recommendations or instructions of the
 - a. relevant authorities including the Health and Safety Executive
 - b. fireworks manufacturers
3. You organise the event in accordance with guidance from the Health and Safety Executive
4. fireworks used must be obtained from a company complying with the firework regulations concerning the manufacture and supply of fireworks. All fireworks must be British Standard BS 7114: 1988 and not modified.
5. the display and bonfire must be at least 20 metres away from
 - a. The Premises
 - b. vehicles owned by you
 - c. flammable or other Dangerous Substances as defined in The Dangerous Substances and Explosive Atmospheres Regulations 2002 and all combustible materials

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

Part C Section 10 Legal Expenses

The Data Protection clause is restated as follows

2. Legal defence

B. Data Protection

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

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

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

4. Data Protection Act

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

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

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

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

Provided that

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

[IL001] - Index Linking

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

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

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

[PL002_23] - Skateboard Parks

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

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

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

[PL003_23] - Injury to Participants Exclusion

We will not provide indemnity in respect of Bodily Injury to persons taking part in activities on skateboard ramps, zip wires and/or BMX tracks, unless caused by defects in such structure

[PL004_23] - Playgrounds and Amusement Devices

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

You must ensure that in connection with playground and amusement devices

- a. all equipment, devices and facilities, including sand pits and paddling pools
 - i. are manufactured and installed to the appropriate standard and maintained in good condition.
 - ii. are inspected, by a competent person, at least weekly and
 - all defects or risks to health or safety immediately rectified, or
 - the structure taken out of use
 - b. You will erect where necessary suitable signs detailing any information that is necessary for the safe use of the equipment device or facility and clearly stating any restrictions on its use.
 - c. You will determine where supervision is necessary and ensure that it is provided whenever the play equipment device or facilities are in use.
2. We will not provide indemnity in respect of the operation of mechanically powered passenger carrying amusement devices or inflatable devices.

[HAWKEYE_FLOOD_500] - Increased Flood Excess - The Reading Room, CV47 2AL

The Excess amount in respect of Damage to Property Insured caused by or resulting from storm or flood is increased to £500
For the purpose of this endorsement 'storm' is specifically defined as water entering The Premises from, at or below ground level.

Local Council Awards Scheme (LCAS) Status

The Local Council Awards Scheme has not been attained.

Important Information

Data Protection – Privacy Notice

Personal Information

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

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

Personal information we collect and how we use it

We will use your personal information:

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

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

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

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

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

Credit Searches

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

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

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

Automated decision making

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

information we have collected.

How we share your personal information with others

We may share your personal information:

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

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

Marketing

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

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

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

By email: helpdesk@aviva.co.uk

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

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

How long we keep your personal information for

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

Your rights

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

Contacting us

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

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

Fraud Prevention and Detection

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

- Share information about you with other organisations and public bodies including the Police
- Undertake credit searches and additional fraud searches

- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this to prevent fraud and money laundering.

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

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

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

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

Claims History

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

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

Complaints Procedure

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

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

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

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

Financial Services Compensation Scheme

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

Choice of Law

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

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

Telephone Call Charges and Recording

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

Material Circumstances

IMPORTANT – This policy is a legal contract

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

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

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

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

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

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

Claims since inception of this policy

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

Focus Group on Village Websites

The focus group was organised following the village survey of online communications. This revealed that there was some confusion about where online information was published and difficulties in navigating the websites. Following the survey the decision was taken by the parish council to continue having two village websites (www.avondasset.com and www.avondassetparishcouncil.com) but to have clearer demarcation between the two. The focus group was therefore established to consider the following:

- clearer demarcation between the two websites, and
- improvements that can be made on structure/navigation including how to link between the two sites

The focus group met online on 24 January and consisted of three experts in online communication (Jan Ferris, Richard Taylor and Jason Wise), editors of the parish council and community websites (Jo Jarman and Sarah Richardson) and a representative of the parish council (Cllr Alex Jackson).

Summary of Discussion

Demarcation between the two sites

□

The parish council have a statement on their homepage setting out what they do.

We:

- *ensure that the street lighting is maintained and pay for the electricity*
- *manage the village playground regularly reviewing the equipment and fencing, arranging for an annual external review, ensuring that the grass is mown.*
- *arrange and pay for the mowing of the green areas in the village including the playground, cemetery, village green and highway verges*
- *alert the necessary local authority regarding issues relating to roads and drains*
- *manage and maintain the cemetery in conjunction with the Cemetery Manager*
- *arrange for the maintenance of the tubs that decorate the village*
- *manage and arrange for maintenance of the Reading Room*
- *will maintain the defibrillator and ensure that there are sufficient volunteers who can use this facility in the case of an emergency*

We are bound by a Code of Conduct set by Government mandate, and we perform regular Risk Assessments to support our decision taking.

We also create and maintain a development plan for the Parish and an Emergency Plan dictating the local response to any major incident affecting the parish.

There is also statutory information that needs to be on the parish council website: agendas, minutes, meeting dates, financial information, policies and procedures.

It was agreed that this was a good way to demarcate the two sites. The items listed by the parish council as their areas of responsibility should be on the parish council site and everything else on the community site.

However, all attendees were keen that whilst there would not be duplicate pages (there should be one source of truth), there would be links from one site to the other where appropriate. Each website would indicate what would be included on each site with links to the other website.

There were discussions about particular areas:

Reading Room: the Reading Room is a parish council asset, and the Parish Clerk manages the bookings, and therefore although it looks like it should go on the village site, it is actually part of the parish council responsibilities (in cases like this, it was suggested the village site link to the page on the parish council site, see above)

War Memorial: as above, a parish council asset

Cemetery: as above, a parish council asset

Coffee Morning: although this is financed by the parish council it is run independently. The view was that it should be on the village site as it is not a function of the parish council (but could have a link from the parish council site if necessary)

Events: these should be on the village site even if run by the parish council (eg D-Day). The parish council would like a calendar but only for Reading Room bookings and parish council meetings. All attendees thought it would be beneficial for all events regardless of who runs them to be on one site. The Parish Council would have a link to all events shown on the Community site to ensure anyone coming to either site could find the information they were looking for.

Waste Collection: the collection dates were not considered 'events' and whilst they should be on the community site, it was thought best to have a webpage with a link to Stratford.

Planning: although many people think this is the remit of the parish council, they are only a consultee. There is a good link on the village site which is automatically updated by Stratford District Council and thus it was considered this should remain (but can be linked to from the parish council site)

Post office: although the parish council is a communication link it is not a parish council function and having it on the parish council site implies the parish council have ownership or are involved in the management, thus the best approach is for the parish council to link to the page on the Community site.

News: this should be on the community site with **notices** (eg of elections etc) on the parish council site. There will be links from each site to the other.

Police, Fire Service and Crime: these should be on the community site

Our village: should be the community site

Road Closures: should be the community site

Churches: should be the community site

Improvements to structure, navigation and technical elements of the websites

The parish council site is in need of updating and the Parish Clerk indicated that the website is to be reviewed in its entirety.

Suggestions to consider for the parish council site are:

- Fewer menus (suggested 5) and click throughs (remove some headings example given was civility and respect)
- More intuitive headings
- Cookie message
- Favicon
- Mobile capability
- Calendar
- Use webcrawler to check for broken links
- Links need to be friendly URLs or tiny URLs

Suggestions to consider for the community website are:

- *Compton Chronicle* page
- Reduce top menu links so they fit on one page
- Have contact form
- Check subscription to events form
- Reduce archived news (put in folders) and change colour from red font
- Check parish council meetings on the calendar
- Check pull down menus on mobile
- Check some of the village group information
- Move News to second item on menu
- Favicon

Recommended Next Steps

The parish council are invited to accept the recommendations of the focus group (as outlined above) which were agreed by all attendees. If accepted the suggested next steps are:

- the editors of the parish council and community websites to effect the suggested changes
- once completed, the new websites to be demonstrated at a village coffee morning to get feedback
- Cllr Jackson and Sarah Richardson to finalise work on the communications strategy with an aim for it to be adopted at the March parish council meeting

Avon Dassett Parish Council

Project Business Case

Parish Council website and use of gov.uk email addresses

Management Summary	<p>It was identified during the recent communications survey that the Avon Dassett Parish Council website is a much-used resource within the village. Following a review of the website alongside a review of the Community website the information on the Parish Council website will be tailored to ensure that it complements the Community website.</p> <p>Councillors currently use their personal email addresses which is not advised within the sector.</p>
Reason why	<p>The Clerk has carried out research on the format of Parish Council websites. It has been established that the Avon Dassett Parish Council website does not meet Accessibility Requirements and the current methodology for email addresses is not able to meet the need for GDPR compliance. Other Parish Council websites have a fresher look about them and are easier to navigate than our current site. The Parish Council needs to move to a new website builder and email platform in order to be compliant.</p> <p>We are also strongly advised by the National Association of Local Councils (NALC) and the Warwickshire and West Midlands Association of Local Councils (WALC) that Parish and Town Councils should use a gov.uk domain and the Clerk and councillors should use gov.uk email addresses. It should be acknowledged that Parish Councils form part of first tier government. The Information Commissioner's Office (ICO) and the Joint Panel on Accountability and Governance, Practitioners' Guide 2023 (JPAG) have highlighted risks and made recommendations.</p> <p>ICO highlights the risks of using personal emails:</p> <ol style="list-style-type: none">Confidentiality and Integrity Risks:<ul style="list-style-type: none">Personal email accounts and devices pose risks to the confidentiality, integrity, and availability of personal data held by councils.Unintended Data Processing:<ul style="list-style-type: none">Use of personal devices increases the risk of personal data being processed for purposes different from the original collection, violating data protection principles.Data Accuracy and Retention Challenges:<ul style="list-style-type: none">Storing data on various devices raises the risk of outdated or inaccurate information, making it difficult to manage data retention appropriately.Security Concerns:

	<ul style="list-style-type: none"> Processing data through personal email accounts or on privately-owned devices poses security challenges, necessitating robust technical and organisational measures. <p>5. Accountability and GDPR Compliance Complexity:</p> <ul style="list-style-type: none"> The use of personal email accounts and devices complicates the demonstration of GDPR compliance, requiring effective organisational policies and processes. <p>JPAG Recommendations:</p> <p>1. Provide Official Email Accounts:</p> <ul style="list-style-type: none"> To comply with GDPR, councils should provide official email accounts for councillors, the clerk, and other officers. <p>2. User Management for Compliance:</p> <ul style="list-style-type: none"> Ensuring the proper officer can manage member and staff email accounts is crucial for effective user management. Commercial 'dashboard' email and web systems are recommended for compliance with GDPR
Options	<p>Do nothing (not an option in the Clerk's view)</p> <p>Redevelop the current website (the current builder is not fit for purpose; it would need to be upgraded at a cost and this would take a considerable amount of the Clerk's time which would also come at a significant cost)</p> <p>Volunteers to develop website (this could leave the Parish Council exposed as there would be no contracted organisation which would be ultimately responsible for the development. In the Clerk's view the Parish Council needs to be able to hold the developer to account and this would be difficult if this was a volunteer)</p> <p>Develop the website to include taking the following steps:</p> <ul style="list-style-type: none"> Appoint a specialist website developer to build a website Acquire gov.uk domain Acquire gov.uk email addresses Annual support contract to ensure website remains compliant
Results/benefits	<p>Parish Council complies with sector recommendations, including JPAG Risks highlighted by ICO are mitigated.</p> <p>Website is compliant, is easier to navigate and brought up to date.</p> <p>Built in Communication Management System (CMS) - agendas can be sent out directly from the CMS which will save the Clerk's time and the use of Mailchimp can be significantly reduced.</p> <p>Online booking system: this will link into a calendar on the website to show the Reading Room availability.</p>

Timescale	<p>Appoint website developer: March 2024 Build time of 3 to 6 weeks New website and email addresses go live: May 2024</p>
Estimated costs	<p>Quotes have been obtained from two recommended website consultants. The most cost effective is as follows:</p> <p>Year 1 costs: £705.00 - to build the website and acquire the gov.uk domain plus 25% contingency of £176.00. Ongoing costs: £305 per annum (it should be noted that current ongoing costs are c£480 per annum) – includes, website hosting, website support, email addresses and domain renewal plus 25% contingency of £75.00. Booking System: £120 per annum.</p> <p>It is anticipated that the Clerk will be able to build any additional hours into contracted hours; this assumes the support of Cllr Gill in the process.</p>
Risks	<p>Whilst the availability of the skills in this area might be available locally it would take a lot of time and effort to build the website and there is a risk that the current legislation requirements will not be met.</p> <p>The responsibility for the accuracy and availability of information is solely the responsibility of the Parish Council and by appointing a specialist company adds resilience to the process and mitigates any risk.</p>
Overall appraisal	<p>As Clerk and RFO I recommend that the Parish Council appoint an external consultant to build a new website, acquire a gov.uk domain and to set up email addresses for the councillor and clerk.</p> <p>In summary, the year 1 costs of up to £881 will be funded out of reserves. The ongoing costs of up to £380 per annum will constitute an annual saving on the communications budget for an improved service. The cost of the booking system would also be funded out of the communications budget.</p>

SUMMARY OF RESPONSE TO CALL FOR SITES

Cemetery Car Park (Parish Council owned)

Parking

Allotments

EV Charging

Land in front of Playground (WCC Highways owned)

Parking

EV Charging

Land behind & adjacent to bus shelter (Part privately owned, part WCC Highways owned)

Community garden

Land in front of Knights farm house/ adjacent Yew Tree driveway (WCC Highways owned)

Community garden

The Yew Tree car park (Community Benefit Society owned)

EV charging

St Joseph's Church (Archdiocese of Birmingham owned)

Village Hall

Community use

Fete field (Dassett Charities owned)

Village Hall

Carrow Barn (Privately owned)

Village Hall

Moat Close - land behind Hill View (Privately owned)

Housing

Various community uses

Update on plans for the ‘Digital Switchover’ in CSW region

As you may already be aware, the UK’s telephone network is changing. By the end of 2025, most phone providers will have moved their customers from landlines served by the old analogue Public Switched Telephone Network (PSTN) to new upgraded services which use digital technology. This is commonly referred to as the ‘Digital Switchover’.

Why is this happening?

The PSTN or ‘copper landline network’ is nearing the end of its life. It is becoming increasingly unreliable and more expensive to maintain. The new digital network will provide a more resilient, reliable, sustainable and energy-efficient phone service for decades to come.

It will also provide customers with other benefits including clearer calls and extra features that will include blocking most scam and nuisance calls, offering customers better protection against fraud.

When is this happening?

Around 90% of all Warwickshire residents and businesses currently receive their service from one of the ‘big four’ fixed landline providers: BT (BT Business & BT Consumer Group), VMO2, Sky and TalkTalk.

VMO2 have already completed the switchover for the vast majority of their Warwickshire customers, while those in the Atherstone area of North Warwickshire due to be migrated in August 2024.

The situation with Sky and Talk Talk is slightly different. As most of their customers do not receive their phone services via the PSTN network that Openreach is switching off, there isn’t the same requirement to switch their phone lines over.

As for BT Consumer Group – the largest provider of residential fixed line phone services in the UK, they will start the migration of customers to their Digital Voice network in the Solihull and Warwickshire areas in February 2024.

They have a number of drop-in sessions planned across the region in the coming weeks to address any issues or concerns that customers may have about the switchover process. More information on events in your area can be found by visiting: [Digital Voice Events](#) | [Digital Home Phone](#) | [BT](#)

Each of the phone service providers has extensive plans in place to notify affected customers well in advance of their switchover date. This includes providing them with easy to understand step-by-step instructions of what they will need to do on the day to ensure the transition is as smooth as possible.

Drawbacks and further advice:

One of the main drawbacks of the new digital network is that differences between the two technologies means that there is a risk that devices that currently rely on the old network – such as telecare devices - will not necessarily work when switched over to the digital one.

All telecoms providers have plans in place to provide extra support to their more vulnerable customers and all have now signed up to a charter agreeing that they will not migrate vulnerable customers over to the new digital network until they are sure that a compatible telecare solution is in place.

However, if you think that you or someone you know may be affected by this, we would advise that you to get in touch with the phone service provider to ensure they are aware of the situation.

Another drawback is that your new digital landline may not work if there is a power cut. Openreach are working with the government and the power networks to help make the digital phone network more resilient in the event of any power outages.

Those with access to a mobile phone are advised to ensure these are sufficiently charged so that in the event of a blackout, calls – including those to emergency services - can still be made.

Battery back-up solutions can also be purchased and OFCOM has stated that if an 'at-risk' customer does not have any other means available, their telecoms provider must offer a solution to allow calls to be made to the emergency services. Your phone service provider will be able to provide more information on this.

Finally, it is worth noting that BT Business are following a totally separate migration rollout plan for their customers compared to BT Consumer Group. If you are a BT Business customer, we suggest you contact them to discuss the migration of your phone services to the digital network.



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What can you get?

Low carbon heating:

- Solar photovoltaic panels
- Ground source heat pumps
- Air source heat pumps
- High retention electric storage heaters

Energy efficiency measures:

- Loft insulation
- Cavity wall insulation
- External & internal wall insulation
- Draught proofing
- Smart heating controls
- Hot water cylinder insulation

Open to homeowners and tenants in:

Off gas properties

- Not connected to mains gas for any heating
- May use gas for cooking

Worst performing homes

- Energy Performance Certificate (EPC) of D-G
- EPCs arranged free for eligible homes

Low income households

- Combined annual household income below £36,000 (gross)
- Any savings not factored in

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