

Peterston-super-Ely Community Council Cyngor Cymuned a Llanbedr-y-Fro



COUNCIL SUMMONS

The next Meeting of Peterston-Super-Ely Community Council is to be held on Monday 12 June 2023.

The meeting will be multi location.

You may choose to attend at the Village Hall or join remotely.

The following business will be transacted;

Yours sincerely,

A handwritten signature in blue ink, appearing to read 'C Craven', is placed over a grey rectangular background.

Catherine Craven

Clerk to the Council

To ensure access is as seamless as possible please contact the Clerk by emailing council@peterstonsuperely.org and a link to the meeting will be sent to you.

AGENDA

1. To receive apologies for absence.
2. To receive Disclosures if Personal/Prejudicial Interest from Members
3. To receive in person request from the public and press.
4. To confirm as a correct record the minutes of the meetings held on the 15 May 2023;
 - a) Annual Meeting
 - b) Ordinary Meeting
5. To review applications and consider co-option to fill the one vacancy that exists in the office of Councillor.
6. Vale of Glamorgan Council; To receive a report from
 - a) Councillor Michael Morgan;
 - b) Correspondence received;
 - c) Planning applications.
7. To examine and approve the Payment of Accounts.
8. To examine and approve the Bank Reconciliation for May 2023.
9. To consider the Internal Auditor's Report Action Table.
10. To receive a report from the Neighbourhood Policing Team.
11. To consider correspondence received from One Voice Wales.
12. To consider correspondence received from other bodies and organisations.
13. To consider correspondence received from Members of the Public.
14. To review and agree Standing Orders.
15. To consider ways to make progress on the outstanding MUGA issues including lighting.
16. To make progress on the drafting and publication of the Training Plan.
17. To make progress on Members completing the Code of Conduct training.
18. To check progress on the safety of the headstones in the Churchyard.
19. To review and plan any actions arising from the Play Area Report (May 2023).
20. To receive an update from the review of the Assets and Risk Assessment Schedule.
21. To plan the Community Engagement Event.
22. To review the Grant Criteria and application procedure.
23. To review and approve the 2023-24 Insurance policy.
24. To receive feedback from the site meeting with the NRA and Riverbanks Trust.
25. To review the Insurance policy for 2023-24.

Peterston-super-Ely Community Council

Cyngor Cymuned a Llanbedr-y-Fro



Minutes of the multilocation Annual Council Meeting
held at 19:30pm on the 15 May 2023

Present: Councillors: Abigail Phillips CHAIR,
John Drysdale, Shân Firth, Darren Meir,
David Moody-Jones, and Huw Potter.

Also Present: Catherine Craven, Clerk, two members of the public and a member of the Vale of Glamorgan Council's Standards Committee present.

27. It was **AGREED** that Councillor A Phillips be elected for the Chairman of the Council year 2023-24.
28. Councillor A Phillips signed the Declaration of Acceptance of Office of Chairman in the presence of the Clerk.
29. It was **AGREED** that the Council records its appreciation for the contribution Councillor D Moody-Jones has made as Chairman.
30. An apology received from Councillor David Cross was noted.
31. No declarations of interest were made.
32. It was **AGREED** that Councillor David Cross, who had expressed an interest in the role, be elected as Vice-Chair for the council year 2023-24.
33. It was **AGREED** that Committee Membership for 2023-24 to be as follows:
 - a) Risk Assessment (Four Members). Councillors A Phillips, D Cross, Shân Firth and D Moody-Jones.
 - b) Finance Committee (Four Members). Councillors A Phillips, D Cross, J Drysdale and D Moody-Jones.
34. It was **AGREED** that representatives on the board of external bodies for the council year 2023-24 to be as follows;
 - a) One Voice Wales. Councillor D Moody Jones.
 - b) Vale of Glamorgan Community Liaison Committee. Councillor A Phillips.
35. It was **AGREED** that the times and dates of the Ordinary Meetings be as follows:

2023 - 12 June, 10 July, 11 September, 9 October, 13 November.
2024 – 15 January, 12 February, 11 March, 15 April.
36. It was **AGREED** that the review of the Standing Orders be deferred until the expected Model from One Voice Wales is published.
37. It was **AGREED** that the Financial Regulations, as shown in Appendix 1, be approved and adopted.
38. It was **AGREED** that the Publications Scheme, as shown in Appendix 2, be approved and adopted.
39. It was **AGREED** that the Financial and Business Risk Assessment, as shown in Appendix 3, be approved and adopted.
40. The Chairman urged those Members yet to undertake the course to do so as a matter of urgency. The Clerk will circulate the schedule of dates.
41. It was **AGREED** that a Working Group be set up to review the Asset Register and Insurance arrangements.
Members of the group include; Councillors A Phillips, D Moddy-Jones, J

Drysdale and the Clerk.

The Working Group was given delegate powers to renew the Insurance, due 1 June 2023, up to the value of £1,650 with the option to fixed a period of up to three years. The Working Group is to report back to full council at the next meeting.

42. It was **AGREED** that the Banking arrangements, regular payments and current contracts for 2023-24.as shown in Appendix 4 be accepted and adopted.
43. It was **AGREED** that Mrs J Howell be appointed Internal Auditor for the 2023-24 financial year.
44. The Chairman urged those Members yet to undertake compete their training questionnaire to do so as a matter of urgency.

19:52pm Meeting Closed.

DRAFT

Peterston-super-Ely Community Council

Cyngor Cymuned a Llanbedr-y-Fro



Minutes of the multilocation Council Meeting
held at 19:52pm on the 15 May 2023.

Present: Councillors: Abigail Phillips CHAIR,
John Drysdale, Shân Firth, Darren Meir,
David Moody-Jones, and Huw Potter.

Also Present: Catherine Craven, Clerk, Councillor M Morgan two members of the public and a member of the Vale of Glamorgan Council's Standards Committee present.

An apology received from Councillor Abigail Phillips was noted.

44. An apology from Councillor D Cross was noted.

45. A declaration from Councillor S Firth was made as follows:

'I am a member of the Wyndham Park Residents Association'

46. The Chair invited the members of the public present to speak.

Person 1: As a resident of Gwern y Steeple he is dismayed that road users continue to speed through the village. He was disappointed to see that the PCSO was not present at the meeting to receive this complaint. He does report incidents on-line.

Person 2: A member of the Croes y Park Chapel provided an update on the condition of the walls in response to the question raised by this Council. The Chapel is working with a contractor and a traffic management company and there is on-going monitoring of the walls. Once funding is secured repair work can begin. The Chapel asked the Council for financial support towards the cost of repairs.

47. Councillor Morgan, Vale of Glamorgan Council responded to Person 1 and urged all to report all incidents to the police to ensure a database of evidence of there being a problem can be recorded.

It was **AGREED** that a letter of complaint about the continuing matter of speeding road users is to be drafted and sent to the Police Commissioner, Alun Michael.

Councillor d Moody-Jones will continue to pursue the reinstatement of Cuppa with a Coppa and for that timing to coincide with the monthly market.

48. Councillor Morgan, Vale of Glamorgan Council responded to Person 2, thanking the volunteers at Croes y Park Chapel for their valued contribution to the village.

Councillor Morgan is pressing for regular highway inspection to be carried to address the condition of the roads and on-going flooding. A meeting with the Director of Environment has yet to be arranged.

Councillor Morgan updated the Council now that the Vale of Glamorgan Replacement Local Development Plan has been scrutinised. The next stage will be consultation and encourages everybody to participate.

Councillor Morgan had circulated papers on the proposed the Model Farm in Rhoose development.

Councillor Morgan congratulated the new Chairman on her appointment.

Councillor Morgan and the two members of the public left the meeting.

49. Correspondence from the Council listed below was noted;
- Planning Committee Agenda and Reports 27 April 2023
 - Note of PSB/TCC Exchange Meeting 28th March
 - Observations of Town and Community Council Meetings
 - Special Planning Committee - 18th May 2023
50. No comments were made for the planning application:
- Planning Application No. 2023/00442/LBC (HW)
Location: 10, Cory Crescent, Peterston Super Ely
Proposal: Addition of solar panels on rear of main roof and rear extension. Alterations to single storey rear extension's roof to replace existing pitched side gable with flat roof to look similar to recent extension and removal of dated failing portion of roof and replacement with a triple Velux rooflight. Changing utility room in rear extension to and ensuite.
 - Planning Application No. 2023/00488/FUL (WG)
Location: 21, Main Avenue, Peterston Super Ely
Proposal: Single storey side extension to include a bathroom. Wall render to match existing. Windows to match existing.
51. It was **AGREED** that the following payment be approved;

Recipient	Description	£
HMRC	Employers NI (2022-23)	7.92
Mr R Bailey	Churchyard Plan Drawings	150.00
4seasons	Ground Maintenance Churchyard	376.80
Salary	Clerk	421.85
Pension contributions	Employer and Employee	81.69
Cllr D Muir	Remuneration 2023-24	156.00
Cllr. S Firth	Remuneration 2023-24	156.00
Expenses	Clerk	68.12
SLCC	Membership	112.00
Cllr J Drysdale	Allotment: connectors for the water tanks	50.55
ICO Wales	Data Protection Fee	40.00
J Howell	Internal Audit	180.00
Print Partnership	Printouts of plans for Churchyard – reimbursement to C Craven	18.50
I D Mobile	May mobile phone	5.00
4seasons	Ground Maintenance Churchyard – March	90.00
TEEC	Website hosting 2022	144.00
TEEC	Website hosting 2023	144.00
Cllr. A Phillips	Remuneration 2023-24	156.00
Cllr. S Firth	Event reimbursement	180.34

The Clerk reminded Members to obtain a VAT receipt when making purchases on behalf of council business to ensure it can make best use of the reclaim status it has.

52. It was **AGREED** that Councillors J Drysdale and H Potter, be nominated to authorise the above payments on-line. Councillor D Moody-Jones would assist if required.

53. It was **AGREED** that the Bank Reconciliation to the 30 April 2023 presented be accepted and approved. Appendix 1
54. The statement of receipts and payments accounts presented on the Annual Return for 2022/23 were examined.
The Council was satisfied that the responses to Governance Statement, questions 1 to 8, were completed with 'yes' replies. Question 9 was not applicable.
It was **AGREED** that the accounts be accepted and approved.
The Chairman duly signed on behalf of the Council. Appendix 2
55. The Internal Auditor's Report was examined.
It was **AGREED** that the Council records its appreciation for the work carried out by Mrs J Howell.
It was **AGREED** that the Clerk drafts a list of actions for the next meeting.
56. PCSO Davies was not in attendance but had provided a report on crime report which was noted.
57. Correspondence from One Voice Wales listed below was noted;
- a) Care Inspectorate Wales (CIW) – Job vacancies;
 - b) Motions for 2023 Annual General Meeting;
 - c) Naturewise – eco literacy course
 - d) Grants for Coedtiroedd Bach
 - e) Newly appointed Communications Officer
 - f) Vacancy – Head of National office for Social Care – Welsh Government
 - g) Vacancy – Senior IT Service Manager – Welsh Government
 - h) Vacancy - Disabled People's Employment Champion
 - i) Innovative Practice Conference Wednesday 5th July.
 - j) Draft minutes - 24.4.23 - One Voice Wales Bridgend, Cardiff and the Vale Area meeting
 - k) Good Councillor's Guide to Employment
 - l) CEO seeking support for student survey.
58. Correspondence from the Wyndam Park Residents Association was discussed. It was **AGREED** that an email to the Vale of Glamorgan's Director of Environment be sent to press for a long-awaited site meeting.
59. Correspondence from the TaSC concerning the draining issues on the footpath through the Memorial Field was noted. It was **AGREED** that this would be further explored in consultation with the local community.
60. It was **AGREED** that Councillors H Potter and D Cross be nominated to oversee signage required for the Play Area and Memorial Field.
61. It was **AGREED** that a wider Community Consultation would be planned for late September this year to inform Council's future actions and planning.
62. It was **AGREED** that the local garage be approached to request a cost to repair the welding to a damaged gate in the Play Area. JD
63. A follow up on the TaSG Grant applications, to address the lighting issues at the MUGA, is to be made.
64. It was **AGREED** that the new e-mail address council@peterstonsuperely.org be sent to the Parish Magazine for publishing.
65. The Chair urged Members to undertake their Code of Conduct training in accordance with the Standing Orders.

66. Now that the Church Yard map had been published Councillors D Moody Jones and D Muir will undertake an inspection of the headstones and also inspect the Lych Gate.
67. Councillor S Firth reported the Coronation Big Lunch Party on the 7th May was well attended by local residents. Fine weather ensured the afternoon was a great opportunity for the community to celebrate together. It was **AGREED** that the Council's appreciation to all the event volunteers be recorded.

21.43pm Meeting closed.

DRAFT

June 2023

Item 6b. List of correspondence received from Vale of Glamorgan Council

Emails with link have been forwarded to Members

- a) "Future Proofing" Social Prescribing in Cardiff and the Vale of Glamorgan – towards a common language
- b) Vale Public Services Board Well-being Plan 2023-28
- c) Planning Committee - 25th May 2023

Item 6c. List of planning applications received from Vale of Glamorgan Council

Emails with link have been forwarded to Members

- a) Planning Application No. 2023/00482/FUL (SDB)
Location: Castleby House, Peterston Super Ely
Proposal : New single storey contemporary rear extension
- b) Planning Application No. 2022/01319/FUL (GW)
Location: Land North East of Milverton, Peterston Super Ely
Proposal: Erection of stables for personal use of occupiers of Milverton and as an ancillary equine dentist use with associated works.

Item 6d

A request from the Social Care Officer, Children and Young People Services Vale of Glamorgan Council was received to use the Memorial Field on the 29th July to run a Regional Adoption Collaborative Family Fun Day.

This will not be an open event.

Permission was granted by the council for the same event last summer (2022).

No issues arose

Recommendation:

The Council requests a copy of the Risk Assessment and Public Liability Insurance Policy and a contact number of the person in charge at the event.

Item 7: Payment of Accounts

Recipient	2023	£
Edenvale May Invoice	May	420.00
Total Pensions Remittance	May	111.22
Summary of Clerks Salary and Expenses	May	531.17
Welsh Water	MUGA Oct 23 to April 24	21.16
Clr A Phillips	Event reimbursement	496.50
BHIB Insurance		£1,390.37
ID mobile	May	5.00
4Seasons	May	Expected

Time: 11:09

Bank Reconciliation up to 01/06/2023 for Cashbook No 1 - Current Bank A/c

<u>Date</u>	<u>Cheque/Ref</u>	<u>Amnt Paid</u>	<u>Amnt Banked</u>	<u>Stat Amnt</u>	<u>Difference</u>	<u>Cleared</u>	<u>Payee Name or Description</u>
03/05/2023	#R7 TaSC		21.16	21.16		R <input checked="" type="checkbox"/>	Receipt(s) Banked
03/05/2023	#receipt 6		150.00	150.00		R <input checked="" type="checkbox"/>	Receipt(s) Banked
11/05/2023	006(#4)		150.00	150.00		R <input checked="" type="checkbox"/>	Receipt(s) Banked
15/05/2023	BACS	7.92			7.92	<input type="checkbox"/>	HMRC
15/05/2023	BACS	250.00		250.00		R <input checked="" type="checkbox"/>	Edenvale
15/05/2023	BACS	150.00		150.00		R <input checked="" type="checkbox"/>	Russell Bailey
15/05/2023	BACS	376.80		376.80		R <input checked="" type="checkbox"/>	4Seasons
15/05/2023	BACS	421.85		421.85		R <input checked="" type="checkbox"/>	Clerk Salary
15/05/2023	BACS	24.55		24.55		R <input checked="" type="checkbox"/>	Vale of Glamorgan Council
15/05/2023	BACS	81.69		81.69		R <input checked="" type="checkbox"/>	Vale of Glamorgan Council
15/05/2023	BACS	156.00		156.00		R <input checked="" type="checkbox"/>	Darren Meir
15/05/2023	BACS	156.00		156.00		R <input checked="" type="checkbox"/>	Mrs Shan Firth
15/05/2023	BACS	68.12		68.12		R <input checked="" type="checkbox"/>	Clerks Expences
15/05/2023	BACS 16	112.00		112.00		R <input checked="" type="checkbox"/>	SLCC
15/05/2023	BACS 17	50.55		50.55		R <input checked="" type="checkbox"/>	J Drysdale
15/05/2023	BACS 18	40.00		40.00		R <input checked="" type="checkbox"/>	ID Mobile
15/05/2023	BACS 19	180.00		180.00		R <input checked="" type="checkbox"/>	J Howell
15/05/2023	BACS 20	18.50		18.50		R <input checked="" type="checkbox"/>	C Craven Reclaim
15/05/2023	BACS 23	144.00		144.00		R <input checked="" type="checkbox"/>	TEEC Ltd
15/05/2023	BACS 24	144.00		144.00		R <input checked="" type="checkbox"/>	TEEC Ltd
15/05/2023	BACS 22	96.00		96.00		R <input checked="" type="checkbox"/>	4Seasons
15/05/2023	BACS #P26	180.34		180.34		R <input checked="" type="checkbox"/>	Shan Firth
15/05/2023	BACS #P25	156.00		156.00		R <input checked="" type="checkbox"/>	Abigale Phillips
23/05/2023	#Receipt 5		650.00	650.00		R <input checked="" type="checkbox"/>	Receipt(s) Banked
24/05/2023	DD.#P21	5.00		5.00		R <input checked="" type="checkbox"/>	ID Mobile
		<u>2,819.32</u>	<u>971.16</u>				

Bank Reconciliation Statement as at 01/06/2023
for Cashbook 1 - Current Bank A/c

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page No</u>	<u>Balances</u>
	31/03/2023		46,359.82
			<u>46,359.82</u>
<u>Unpresented Cheques (Minus)</u>		<u>Amount</u>	
15/05/2023 BACS HMRC		7.92	
			<u>7.92</u>
			46,351.90
<u>Receipts not Banked/Cleared (Plus)</u>			
		0.00	
			<u>0.00</u>
			46,351.90
		Balance per Cash Book is :-	46,351.90
		Difference is :-	0.00

Your Account Statement



For Businesses. For Communities. For Good.

Unity Trust Bank plc
PO Box 7193
Planetary Road
Willenhall
WV1 9DG

Miss Catherine Craven
11 Lilac Drive
Llantwit Fardre
Pontypridd
CF38 2PH

Date: 31/05/2023

Account Name: Peterston Super Ely Community Council

Swift Code (BIC): NWBKGB2L

IBAN Number: GB93NWBK60023571418024

Sort Code: 608301

Account Number: 20463261

Your arranged overdraft limit is £0.00

Contact Us

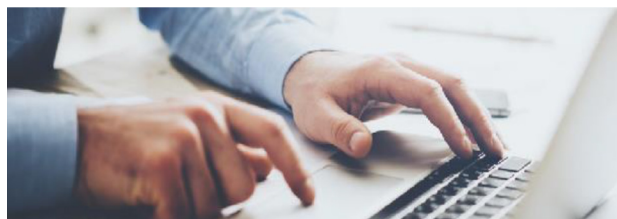
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Your Current T1 account transactions:

Date	Type	Details	Payments Out	Payments In	Balance
30/04/2023		Balance brought forward	£0.00	£0.00	£48,200.06
02/05/2023	Credit	GREENWILLOW	£0.00	£150.00	£48,350.06
03/05/2023	Credit	Peterston Super EI	£0.00	£21.16	£48,371.22
16/05/2023	Credit	Credit 000006	£0.00	£150.00	£48,521.22

Page number 1 of 3

Statement number 014

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For Communities.
For Good.**

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Your Current T1 account transactions:					
Date	Type	Details	Payments Out	Payments In	Balance
18/05/2023	Faster Payment Debit	B/P to: C T Craven	£18.50	£0.00	£48,502.72
18/05/2023	Faster Payment Debit	B/P to: Russell Bailey	£150.00	£0.00	£48,352.72
18/05/2023	Faster Payment Debit	B/P to: Mrs Shan Firth	£180.34	£0.00	£48,172.38
18/05/2023	Faster Payment Debit	B/P to: C T Craven	£489.97	£0.00	£47,682.41
18/05/2023	Faster Payment Debit	B/P to: TEEC Limited	£144.00	£0.00	£47,538.41
18/05/2023	Faster Payment Debit	B/P to: CC pension fund	£106.24	£0.00	£47,432.17
18/05/2023	Faster Payment Debit	B/P to: Edenvale	£250.00	£0.00	£47,182.17
18/05/2023	Faster Payment Debit	B/P to: 4 Seasons Tree and	£376.80	£0.00	£46,805.37
18/05/2023	Faster Payment Debit	B/P to: MRS SHAN FIRTH	£156.00	£0.00	£46,649.37
18/05/2023	Faster Payment Debit	B/P to: J D Drysdale	£50.55	£0.00	£46,598.82
18/05/2023	Faster Payment Debit	B/P to: Abigale Phillips	£156.00	£0.00	£46,442.82
18/05/2023	Faster Payment Debit	B/P to: 4 Seasons Tree and	£96.00	£0.00	£46,346.82
18/05/2023	Faster Payment Debit	B/P to: TEEC Limited	£144.00	£0.00	£46,202.82
18/05/2023	Faster Payment Debit	B/P to: ICO	£40.00	£0.00	£46,162.82
18/05/2023	Faster Payment Debit	B/P to: Joanna Howell	£180.00	£0.00	£45,982.82
18/05/2023	Transfer	B/P to: SLCC ENTERPRISES L	£112.00	£0.00	£45,870.82
18/05/2023	Faster Payment Debit	B/P to: MR Darren Meir	£156.00	£0.00	£45,714.82
23/05/2023	Credit	JENKINS NL	£0.00	£650.00	£46,364.82
24/05/2023	Direct Debit	Direct Debit (ID MOBILE LIMITED)	£5.00	£0.00	£46,359.82

Sending or Receiving Currency

You may be asked for your SWIFTBIC (Bank Identification Code) and IBAN (International Bank Account Number). These can be found at the top of this statement and are required to ensure that international banks can find the correct account to credit or debit funds.

When receiving currency into your Unity account, you must inform us of the transaction. The SWIFTBIC number relates to a central Unity account. We use this account to receive international currency before allocating the payment to your account. Please call us on **0345 140 1000** for more information.

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A copy of our interest rates can be found on our website – [unity.co.uk/interest-rates](https://www.unity.co.uk/interest-rates)

A copy of our fees and charges can be found on our website – <https://www.unity.co.uk/terms-and-conditions/>

This information is also available by calling **0345 140 1000**.

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Item 11 June 2023

List of correspondence received from One Voice Wales

Emails with link have been forwarded to Members

- a) Climate Change Bulletin May 2023
- b) OVW Digital Project Manager Vacancy
- c) Innovative Practice Conference
- d) ITEC and Chwarae Teg Training Courses
- e) June 2023 training dates
- f) Quarterly newsletter May 2023 – Ombudsman
- g) Welsh Government Information - Smart Device awareness
- h) Community Ownership Fund

Item 12 June 2023

List of correspondence received from other organisations and bodies

Emails with link have been forwarded to Members

- a) GVS Health Social Care & Wellbeing ebulletin 2.6.2023
- b) GVS Health Social Care & Wellbeing ebulletin 18.5.2023
- c) GVS Health Social Care & Wellbeing ebulletin 26.5.2023
- d) ICO - Renewal confirmation ICO_00013325103
- e) Save The Date - 2nd July 2023 - Mayor of Barry's Civic Service

MODEL STANDING ORDERS 2023 (WALES)

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INTRODUCTION

This is a new version of the model standing orders designed to comply with all relevant legislation including the Local Government and Elections (Wales) Act 2021. (May 2023)

How to use model standing orders

Standing orders are the written rules of a local council. Standing orders are essential to regulate the proceedings of a meeting. A council may also use standing orders to confirm or refer to various internal organisational and administrative arrangements. The standing orders of a council are not the same as the policies of a council but standing orders may refer to them.

Local councils operate within a wide statutory framework. These model standing orders incorporate and reference many statutory requirements to which councils are subject. It is not possible for the model standing orders to contain or reference all the statutory or legal requirements which apply to local councils. For example, it is not practical for model standing orders to document all obligations under data protection legislation. The statutory requirements to which a council is subject apply whether or not they are incorporated in a council's standing orders.

The model standing orders do not include model financial regulations. Financial regulations are standing orders to regulate and control the financial affairs and accounting procedures of a local council. The financial regulations, as opposed to the standing orders of a council, include most of the requirements relevant to the council's Responsible Financial Officer. Model financial regulations are available to councils in membership of One Voice Wales (OVW).

Drafting notes

Model standing orders that are in bold type contain legal and statutory requirements. It is recommended that councils adopt them without changing them or their meaning. Model standing orders not in bold are designed to help councils operate effectively but they do not contain statutory requirements so they may be adopted as drafted or amended to suit a council's needs. It is OVW's view that all model standing orders will generally be suitable for councils.

For convenience, the word "councillor" is used in model standing orders and, unless the context suggests otherwise, includes a non-councillor with or without voting rights. A model standing order that includes brackets like this '()' requires information to be inserted by a council. A model standing order that includes brackets like this '[]' and the term 'OR' provides alternative options for a council to choose from when determining standing orders.

1. RULES OF DEBATE AT MEETINGS

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

mover of the original motion shall have a right of reply either at the end of debate on the first amendment or at the very end of debate on the final substantive motion immediately before it is put to the vote.

- o Unless permitted by the chair of the meeting, a councillor may speak once in the debate on a motion except:
 - i. to speak on an amendment moved by another councillor;
 - ii. to move or speak on another amendment if the motion has been amended since they last spoke;
 - iii. to make a point of order;
 - iv. to give a personal explanation; or
 - v. to exercise a right of reply.
- p During the debate on a motion, a councillor may interrupt only on a point of order or a personal explanation and the councillor who was interrupted shall stop speaking. A councillor raising a point of order shall identify the standing order which they consider has been breached or specify the other irregularity in the proceedings of the meeting they are concerned by.
- q A point of order shall be decided by the chair of the meeting and their decision shall be final.
- r When a motion is under debate, no other motion shall be moved except:
 - i. to amend the motion;
 - ii. to proceed to the next business;
 - iii. to adjourn the debate;
 - iv. to put the motion to a vote;
 - v. to ask a person to be no longer heard or to leave the meeting;
 - vi. to refer a motion to a committee or sub-committee for consideration;
 - vii. to exclude the public and press;
 - viii. to adjourn the meeting; or
 - ix. to suspend particular standing order(s) excepting those which reflect mandatory statutory or legal requirements.
- s Before an original or substantive motion is put to the vote, the chair of

the meeting shall be satisfied that the motion has been sufficiently debated and that the mover of the motion under debate has exercised or waived their right of reply.

- t Excluding motions moved under standing order 1(r), the contributions or speeches by a councillor shall relate only to the motion under discussion and shall not exceed 5 minutes without the consent of the chair of the meeting.

2. DISORDERLY CONDUCT AT MEETINGS

- a No person shall obstruct the transaction of business at a meeting or behave offensively or improperly. If this standing order is ignored, the chair of the meeting shall request such person(s) to moderate or improve their conduct.
- b If person(s) disregards the request of the chair of the meeting to moderate or improve their conduct, any councillor or the chair of the meeting may move that the person be no longer heard or be excluded from the meeting. The motion, if seconded, shall be put to the vote without discussion.
- c If a resolution made under standing order 2(b) is ignored, the chair of the meeting may take further reasonable steps to restore order or to progress the meeting. This may include temporarily suspending or closing the meeting.

3. MEETINGS GENERALLY

Full Council meetings ●
Committee meetings ●
Sub-committee meetings ●

- a Notices of meetings
 - i. The notice (including how the meeting may be accessed virtually, if applicable) must be published electronically and in a conspicuous place in the community at least three clear days before the meeting, or if the meeting is convened at shorter notice, at the time it is convened.
 - ii. If a member wants to receive the summons in writing rather than electronically to the address allocated to them or notified as their address to the clerk , they must give notice in writing

to the clerk and specify the postal address to which the summons should be sent.

- iii. The notice must provide details about how to access the meeting remotely, and the time and place of the meeting. The place may be omitted if the meeting is held by remote means only.
- iv. In exceptional circumstances, a meeting of a committee or sub-committee of the council may be called at shorter notice. In which case, notices should be published with at least 24 hours' notice.

These notice requirements also apply where a formal meeting is taking place which is not open to the public.

b Multi-location meetings

- i. All community councils must make and publish arrangements for its meetings to enable people who are not in the same place to meet. Under the arrangements, councils will need to take reasonable steps to allow meetings to be held from multiple locations. If the arrangements are revised or replaced the new arrangements must also be published.
- ii. The minimum requirement is that members are able to hear and be heard by others.

Meetings Generally – Other.

- a **The minimum three clear days for notice of a meeting does not include the day on which the notice was issued, the day of the meeting, a Sunday, a day of the Christmas break, a day of the Easter break or of a bank holiday or a day appointed for public thanksgiving or mourning.**
- b **The minimum three clear days' public notice for a meeting does not include the day on which the notice was issued or the day of the meeting unless the meeting is convened at shorter notice**
- c **Meetings shall be open to the public unless their presence is prejudicial to the public interest by reason of the confidential nature of the business to be transacted or for other special reasons. The public and the press's exclusion from part or all of a meeting shall be by a resolution which shall give reasons for the**

public and the press to be excluded.

- d The person presiding over the meeting must give members of the public in attendance a reasonable opportunity to make representations about any business to be discussed at the meeting, unless doing so is likely to prejudice the effective conduct of the meeting. This does not mean that members of the public can take part in debate, but they must be given a reasonable opportunity to make representations about business to be discussed.
- e The period of time designated for public participation at a meeting in accordance with standing order 3(d) shall not exceed 15 minutes unless directed otherwise by the chair of the meeting.
- f Subject to standing order 3(e), a member of the public shall not speak for more than 5 minutes.
- g In accordance with standing order 3(d), a question shall not require a response at the meeting nor start a debate on the question. The chair of the meeting may direct that a written or oral response be given.
- h A person shall raise their hand when requesting to speak and stand when speaking (except when a person has a disability or is likely to suffer discomfort). The chair of the meeting may at any time permit a person to be seated when speaking.
- i A person who speaks at a meeting shall direct their comments to the chair of the meeting.
- j Only one person is permitted to speak at a time. If more than one person wants to speak, the chair of the meeting shall direct the order of speaking.
- k **Photographing, recording, broadcasting or transmitting the proceedings of a meeting by any means is not permitted without the Council's consent.**
- l **The press shall be provided with reasonable facilities for the taking of their report of all or part of a meeting at which they are entitled to be present.**
- m **Subject to standing orders which indicate otherwise, anything authorised or required to be done by, to or before the Chair of the Council may in their absence be done by, to or before the Vice-Chair of the Council (if there is one).**
- n **The Chair of the Council, if present, shall preside at a meeting. If the Chair is absent from a meeting, the Vice-Chair of the Council**

(if there is one), if present, shall preside. If both the Chair and the Vice-Chair are absent from a meeting, a councillor as chosen by the councillors present at the meeting shall preside at the meeting.

- o **Subject to a meeting being quorate, all questions at a meeting shall be decided by a majority of the councillors and non-councillors with voting rights present and voting.**
- p **The chair of a meeting may give an original vote on any matter put to the vote, and in the case of an equality of votes may exercise their casting vote whether or not they gave an original vote.**

See standing orders 5(h) and (i) for the different rules that apply in the election of the Chair of the Council at the annual meeting of the Council.

- q **Unless standing orders provide otherwise, voting on a question shall be by a show of hands. At the request of a councillor, the voting on any question shall be recorded so as to show whether each councillor present and voting gave their vote for or against that question.** Such a request shall be made before moving on to the next item of business on the agenda.

r The minutes of a meeting shall include an accurate record of the following:

- i. the time and place of the meeting;
- ii. the names of councillors who are present and the names of councillors who are absent;
- iii. interests that have been declared by councillors and non-councillors with voting rights;
- iv. the grant of dispensations (if any) to councillors and non-councillors with voting rights;
- v. whether a councillor or non-councillor with voting rights left the meeting when matters that they held interests in were being considered;
- vi. if there was a public participation session; and
- vii. the resolutions made.

- s **A councillor or a non-councillor with voting rights who has a personal or prejudicial interest in a matter being considered at a**

- meeting which limits or restricts their right to participate in a discussion or vote on that matter is subject to obligations in the code of conduct adopted by the Council.
- t **No business may be transacted at a meeting unless at least one-third of the whole number of members of the Council are present and in no case shall the quorum of a meeting be less than three.**
See standing order 4(d)(viii) for the quorum of a committee or sub-committee meeting.
- u **If a meeting is or becomes inquorate no business shall be transacted** and the meeting shall be closed. The business on the agenda for the meeting shall be adjourned to another meeting.
- v A meeting shall not exceed a period of two and a half hours.

4. COMMITTEES AND SUB-COMMITTEES

- a **Unless the Council determines otherwise, a committee may appoint a sub-committee whose terms of reference and members shall be determined by the committee.**
- b **The members of a committee may include non-councillors unless it is a committee which regulates and controls the finances of the Council.**
- c **Unless the Council determines otherwise, all the members of an advisory committee and a sub-committee of the advisory committee may be non-councillors.**
- d The Council may appoint standing committees or other committees as may be necessary, and:
 - i. shall determine their terms of reference;
 - ii. shall determine the number and time of the ordinary meetings of a standing committee up until the date of the next annual meeting of the Council;
 - iii. shall permit a committee, other than in respect of the ordinary meetings of a committee, to determine the number and time of its meetings;
 - iv. shall, subject to standing orders 4(b) and (c), appoint and determine the terms of office of members of such a committee;

- v. may, subject to standing orders 4(b) and (c), appoint and determine the terms of office of the substitute members to a committee whose role is to replace the ordinary members at a meeting of a committee if the ordinary members of the committee confirm to the Proper Officer four days before the meeting that they are unable to attend;
- vi. shall, after it has appointed the members of a standing committee, appoint the chair of the standing committee;
- vii. shall permit a committee other than a standing committee, to appoint its own chair at the first meeting of the committee;
- viii. shall determine the place, notice requirements and quorum for a meeting of a committee and a sub-committee which, in both cases, shall be no less than three;
- ix. shall determine if the public may participate at a meeting of a committee;
- x. shall determine if the public and press are permitted to attend the meetings of a sub-committee and also the advance public notice requirements, if any, required for the meetings of a sub-committee;
- xi. shall determine if the public may participate at a meeting of a sub-committee that they are permitted to attend; and
- xii. may dissolve a committee or a sub-committee.

5. ORDINARY COUNCIL MEETINGS

- a In an election year, the annual meeting of the Council shall be held on or within 14 days following the day on which the councillors elected take office.**
- b In a year which is not an election year, the annual meeting of the Council shall be held on such day in May as the Council decides.**
- c If no other time is fixed, the annual meeting of the Council shall take place at 6pm.**
- d In addition to the annual meeting of the Council, any number of other ordinary meetings may be held in each year on such dates and times as the Council decides.**
- e The first business conducted at the annual meeting of the Council shall be the election of the Chair and Vice-Chair (if there is one) of**

the Council.

- f **The Chair of the Council, unless they have resigned or become disqualified, shall continue in office and preside at the annual meeting until their successor is elected at the next annual meeting of the Council.**
- g **The Vice-Chair of the Council if there is one, unless they resign or become disqualified, shall hold office until immediately after the election of the Chair of the Council at the next annual meeting of the Council.**
- h **In an election year, if the current Chair of the Council has not been re-elected as a member of the Council, they shall preside at the annual meeting until a successor Chair of the Council has been elected. The current Chair of the Council shall not have an original vote in respect of the election of the new Chair of the Council but shall give a casting vote in the case of an equality of votes.**
- i **In an election year, if the current Chair of the Council has been re-elected as a member of the Council, they shall preside at the annual meeting until a new Chair of the Council has been elected. They may exercise an original vote in respect of the election of the new Chair of the Council and shall give a casting vote in the case of an equality of votes.**
- j Following the election of the Chair of the Council and Vice-Chair (if there is one) of the Council at the annual meeting, the business shall include:
 - i. **In an election year, delivery by the Chair of the Council and councillors of their acceptance of office forms unless the Council resolves for this to be done at a later date. In a year which is not an election year, delivery by the Chair of the Council of their acceptance of office form unless the Council resolves for this to be done at a later date;**
 - ii. Confirmation of the accuracy of the minutes of the last meeting of the Council;
 - iii. Receipt of the minutes of the last meeting of a committee;
 - iv. Consideration of the recommendations made by a committee;
 - v. Review of delegation arrangements to committees, sub-committees, staff and other local authorities;
 - vi. Review of the terms of reference for committees;
 - vii. Appointment of members to existing committees;

- viii. Appointment of any new committees in accordance with standing order 4;
- ix. Review and adoption of appropriate standing orders and financial regulations;
- x. Review of the eligibility criteria for the use of the general power of competence
- xi. Review and adoption of the council's annual report
- xii. Review and adoption of the council's training plan
- xiii. Review of arrangements (including legal agreements) with other local authorities, not-for-profit bodies and businesses;
- xiv. Review of representation on or work with external bodies and arrangements for reporting back;
- xv. Review of inventory of land and other assets including buildings and office equipment;
- xvi. Confirmation of arrangements for insurance cover in respect of all insurable risks;
- xvii. Review of the Council's and/or staff subscriptions to other bodies;
- xviii. Review of the Council's complaints procedure;
- xix. Review of the Council's policies, procedures and practices in respect of its obligations under freedom of information and data protection legislation (*see also standing orders 11, 20 and 21*);
- xx. Review of the Council's policy for dealing with the press/media;
- xxi. Review of the Council's employment policies and procedures;
- xxii. Review of the Council's expenditure incurred under s.137 of the Local Government Act 1972
- xxiii. Determining the time and place of ordinary meetings of the Council up to and including the next annual meeting of the Council.

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

- a **The Chair of the Council may convene an extraordinary meeting of the Council at any time.**

- b **If the Chair of the Council does not call an extraordinary meeting of the Council within seven days of having been requested in writing to do so by two councillors, any two councillors may convene an extraordinary meeting of the Council. The public notice giving the time, place and agenda for such a meeting shall be signed by the two councillors.**
- c The chair of a committee or a sub-committee may convene an extraordinary meeting of the committee or the sub-committee at any time.
- d If the chair of a committee or a sub-committee does not call an extraordinary meeting within seven days of having been requested to do so by two members of the committee or the sub-committee, any two members of the committee or the sub-committee may convene an extraordinary meeting of the committee or the sub-committee.

7. PREVIOUS RESOLUTIONS

- a A resolution shall not be reversed within six months except either by a special motion, which requires written notice by at least two councillors to be given to the Proper Officer in accordance with standing order 9, or by a motion moved in pursuance of the recommendation of a committee or a sub-committee.
- b When a motion moved pursuant to standing order 7(a) has been disposed of, no similar motion may be moved for a further six months.

8. VOTING ON APPOINTMENTS

- a Where more than two persons have been nominated for a position to be filled by the Council and none of those persons has received an absolute majority of votes in their favour, the name of the person having the least number of votes shall be struck off the list and a fresh vote taken. This process shall continue until a majority of votes is given in favour of one person. A tie in votes may be settled by the casting vote exercisable by the chair of the meeting.

9. MOTIONS FOR A MEETING THAT REQUIRES WRITTEN NOTICE TO BE GIVEN TO THE PROPER OFFICER

- a A motion shall relate to the responsibilities of the meeting for which it is tabled and in any event shall relate to the performance of the Council's statutory functions, powers and obligations or an issue which specifically affects the Council's area or its residents.
- b No motion may be moved at a meeting unless it is on the agenda and the mover has given written notice of its wording to the Proper Officer at least 7 clear days before the meeting. Clear days do not include the day of the notice or the day of the meeting.
- c The Proper Officer may, before including a motion on the agenda, received in accordance with standing order 9(b), correct obvious grammatical or typographical errors in the wording of the motion.
- d If the Proper Officer considers the wording of a motion received in accordance with standing order 9(b) is not clear in meaning, the motion shall be rejected until the mover of the motion re-submits it, so that it can be understood, in writing, to the Proper Officer at least 7 clear days before the meeting.
- e If the wording or subject of a proposed motion is considered improper, the Proper Officer shall consult with the chair of the forthcoming meeting or, as the case may be, the councillors who have convened the meeting, to consider whether the motion shall be included in the agenda or rejected.
- f The decision of the Proper Officer as to whether or not to include the motion on the agenda shall be final.
- g Motions received shall be recorded and numbered in the order that they are received.
- h Motions rejected shall be recorded with an explanation by the Proper Officer of the reason for rejection.

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

- a The following motions may be moved at a meeting without written notice to the Proper Officer:
 - i to correct an inaccuracy in the draft minutes of a meeting;

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

11. MANAGEMENT OF INFORMATION

See also standing order 20.

- a **The Council shall have in place and keep under review, technical and organisational measures to keep secure information (including personal data) which it holds in paper and electronic form. Such arrangements shall include deciding who has access to personal data and encryption of personal data. Such date will include recordings of meetings held by the Council.**
- b **The Council shall have in place, and keep under review, policies for the retention and safe destruction of all information (including**

personal data) which it holds in paper, recorded and electronic form. The Council's retention policy shall confirm the period for which information (including personal data) shall be retained or if this is not possible the criteria used to determine that period (e.g., the Limitation Act 1980).

- c The agenda, papers that support the agenda and the minutes of a meeting shall not disclose or otherwise undermine confidential information or personal data without legal justification.**
- d Councillors, staff, the Council's contractors and agents shall not disclose confidential information or personal data without legal justification.**

12. DRAFT MINUTES

- a If the draft minutes of a preceding meeting have been served on councillors with the agenda to attend the meeting at which they are due to be approved for accuracy, they shall be taken as read.
- b There shall be no discussion about the draft minutes of a preceding meeting except in relation to their accuracy. A motion to correct an inaccuracy in the draft minutes shall be moved in accordance with standing order 9(a)(i).
- c The accuracy of draft minutes, including any amendment(s) made to them, shall be confirmed by resolution and shall be signed by the chair of the meeting and stand as an accurate record of the meeting to which the minutes relate.
- d If the chair of the meeting does not consider the minutes to be an accurate record of the meeting to which they relate, they shall sign the minutes and include a paragraph in the following terms or to the same effect:

“The chair of this meeting does not believe that the minutes of the meeting of the () held on [date] in respect of () were a correct record but their view was not upheld by the meeting and the minutes are confirmed as an accurate record of the proceedings.”
- e Subject to standing order 19(a) and following a resolution which confirms the accuracy of the minutes of a meeting, the draft minutes or recordings of the meeting for which approved minutes exist shall be destroyed.
- f) **No later than seven working days of a council meeting, the council must publish electronically a note setting out:**

- **The names of the members who attended the meeting, and any apologies for absence;**
- **Any declarations of interest; and**
- **Any decisions taken at the meeting, including the outcomes of any votes.**

The requirements regarding the note to be published after a council meeting do not apply for private business or where disclosure would be detrimental to acting on those decisions.

13. CODE OF CONDUCT AND DISPENSATIONS

See also standing order 3(s).

- a **Councillors and non-councillors with voting rights shall observe the code of conduct adopted by the Council.**
- b All councillors and non-councillors with voting rights shall undertake training in the code of conduct within six months of the delivery of their acceptance of office form.
- c **Dispensation requests shall be in writing and submitted to the standards committee of the Vale of Glamorgan Council as soon as possible before the meeting that the dispensation is required for.**

14. CODE OF CONDUCT COMPLAINTS

- a Upon notification by the Public Services Ombudsman for Wales that it is dealing with a complaint that a councillor or non-councillor with voting rights has breached the Council's code of conduct, the Proper Officer shall, subject to standing order 12, report this to the Council.
- b Where the notification in standing order 13(a) relates to a complaint made by the Proper Officer, the Proper Officer shall notify the Chair of Council of this fact, and the Chair shall nominate another staff member to assume the duties of the Proper Officer in relation to the complaint until it has been determined.
- c The Council may:
 - i. provide information or evidence where such disclosure is necessary to investigate the complaint or is a legal requirement;
 - ii. seek information relevant to the complaint from the person or body

with statutory responsibility for investigation of the matter;

- iii. indemnify the councillor or non-councillor with voting rights in respect of their related legal costs and any such indemnity is subject to approval by a meeting of the Council.

15. PROPER OFFICER

- a The Proper Officer shall be either (i) the clerk or (ii) other staff member(s) nominated by the Council to undertake the work of the Proper Officer when the Proper Officer is absent.

- i. The Proper Officer shall **at least three clear days before a meeting of the council, a committee** or a sub-committee:

A) Arrange for the serving of the notice (including how the meeting may be accessed virtually, (if applicable) which must be published electronically and in a conspicuous place in the community at least three clear days before the meeting, or if the meeting is convened at shorter notice, at the time it is convened.

B) If a member wants to receive the summons in writing rather than electronically, they must give notice in writing to the clerk and specify the postal address to which the summons should be sent.

C) The notice must provide details about how to access the meeting remotely , and the time and place of the meeting. The place may be omitted if the meeting is held by remote means only.

D) The notice must be available in a conspicuous place giving notice of the time, place and agenda (provided that the public notice with agenda of an extraordinary meeting of the Council convened by councillors is signed by them) and published electronically with notice of the time and place and, as far as reasonably practicable, any documents relating to the business to be transacted at the meeting unless they relate to business which is likely to be considered in private or if their disclosure would be contrary to any enactment.

See standing order 3(b)(a) for the meaning of clear days for a meeting of a full council and for a meeting of a committee;

- ii. subject to standing order 9, include on the agenda all motions in the order received unless a councillor has given written notice at least 5 days before the meeting confirming their withdrawal of it;
- iii. **convene a meeting of Council for the election of a new Chair of the Council, occasioned by a casual vacancy in their office;**

- iv. **facilitate inspection of the minute book by local government electors;**
- v. **receive and retain copies of byelaws made by other local authorities;**
- vi. hold acceptance of office forms from councillors;
- vii. hold a copy of every councillor's register of interests where the Council has resolved to require councillors to declare interests upfront;
- viii. assist with responding to requests made under freedom of information legislation and rights exercisable under data protection legislation, in accordance with the Council's relevant policies and procedures;
- ix. liaise, as appropriate, with the Council's Data Protection Officer (if there is one);
- x. receive and send general correspondence and notices on behalf of the Council except where there is a resolution to the contrary;
- xi. assist in the organisation of, storage of, access to, security of and destruction of information held by the Council in paper and electronic form subject to the requirements of freedom of information and data protection legislation and other legitimate requirements (e.g., the Limitation Act 1980);
- xii. arrange for legal deeds to be executed;
See also standing order 22;
- xiii. arrange or manage the prompt authorisation, approval, and instruction regarding any payments to be made by the Council in accordance with its financial regulations;
- xiv. record every planning application notified to the Council and the Council's response to the local planning authority in a book or file for such purpose;
- xv. refer a planning application received by the Council to the Chair or in their absence the Vice-Chair (if there is one) of the Council within two working days of receipt to facilitate an extraordinary meeting if the nature of a planning application requires consideration before the next ordinary meeting of the Council
- xvi. manage access to information about the Council via the publication scheme; and

- xvii. retain custody of the seal of the Council (if there is one) which shall not be used without a resolution to that effect.

See also standing order 2 2.

16. RESPONSIBLE FINANCIAL OFFICER

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

17. ACCOUNTS AND ACCOUNTING STATEMENTS

- a “Proper practices” in standing orders refer to the most recent version of “Governance and Accountability for Local Councils in Wales – A Practitioners’ Guide.”
- b All payments by the Council shall be authorised, approved and paid in accordance with the law, proper practices and the Council’s financial regulations.
- c The Responsible Financial Officer shall supply to each councillor as soon as practicable after 30 June, 30 September and 31 December in each year a statement to summarise:
 - i. the Council’s receipts and payments (or income and expenditure) for each quarter;
 - ii. the Council’s aggregate receipts and payments (or income and expenditure) for the year to date;
 - iii. the balances held at the end of the quarter being reported and which includes a comparison with the budget for the financial year and highlights any actual or potential overspends.
- d As soon as possible after the financial year end at 31 March, the Responsible Financial Officer shall provide:
 - i. each councillor with a statement summarising the Council’s receipts and payments (or income and expenditure) for the last quarter and the year to date for information; and
 - ii. to the Council the accounting statements for the year in the form of Section 2 of the annual governance and accountability return, as required by proper practices, for consideration and approval.

- e The year-end accounting statements shall be prepared in accordance with proper practices and apply the form of accounts determined by the Council (receipts and payments or income and expenditure) for the year to 31 March. A completed draft annual governance and accountability return shall be presented to all councillors at least 14 days prior to anticipated approval by the Council. The annual governance and accountability return of the Council, which is subject to external audit, including the annual governance statement, shall be presented to the Council for consideration and formal approval before 30 June.

18. FINANCIAL CONTROLS AND PROCUREMENT

- a The Council shall consider and approve financial regulations drawn up by the Responsible Financial Officer, which shall include detailed arrangements in respect of the following:
 - i. the keeping of accounting records and systems of internal controls;
 - ii. the assessment and management of financial risks faced by the Council;
 - iii. the work of the independent internal auditor in accordance with proper practices and the receipt of regular reports from the internal auditor, which shall be required at least annually;
 - iv. the inspection and copying by councillors and local electors of the Council's accounts and/or orders of payments; and
 - v. whether contracts with an estimated value below £25,000 due to special circumstances are exempt from a tendering process or procurement exercise.
- b Financial regulations shall be reviewed regularly and at least annually for fitness of purpose.
- c **A public contract regulated by the Public Contracts Regulations 2015 with an estimated value in excess of £25,000 but less than the relevant thresholds referred to in standing order 17(f) is subject to the "light touch" arrangements under Regulations 109-114 of the Public Contracts Regulations 2015 unless it proposes to use an existing list of approved suppliers (framework agreement).**
- d Subject to additional requirements in the financial regulations of the Council, the tender process for contracts for the supply of goods, materials, services or the execution of works shall include, as a minimum, the following steps:
 - i. a specification for the goods, materials, services or the execution of

works shall be drawn up;

- ii. an invitation to tender shall be drawn up to confirm (i) the Council's specification (ii) the time, date and address for the submission of tenders (iii) the date of the Council's written response to the tender and (iv) the prohibition on prospective contractors contacting councillors or staff to encourage or support their tender outside the prescribed process;
 - iii. the invitation to tender shall be advertised in a local newspaper and in any other manner that is appropriate;
 - iv. tenders are to be submitted in writing in a sealed marked envelope addressed to the Proper Officer;
 - v. tenders shall be opened by the Proper Officer in the presence of at least one councillor after the deadline for submission of tenders has passed;
 - vi. tenders are to be reported to and considered by the appropriate meeting of the Council or a committee or sub-committee with delegated responsibility.
- e Neither the Council, nor a committee or a sub-committee with delegated responsibility for considering tenders, is bound to accept the lowest value tender.
- f **Where the value of a contract is likely to exceed the threshold specified by the Office of Government Commerce from time to time, the Council must consider whether the Public Contracts Regulations 2015 or the Utilities Contracts Regulations 2016 apply to the contract and, if either of those Regulations apply, the Council must comply with procurement rules. OVW can supply Council's with further information in this regard.**

19. HANDLING STAFF MATTERS

- a A matter personal to a member of staff that is being considered by a meeting of Council is subject to standing order 10.
- b The Chair of the Council, or in their absence, the vice-chair, shall upon a resolution conduct a review of the performance and annual appraisal of the work of the Clerk. The reviews and appraisal shall be reported in writing and are subject to approval by resolution by the Council.
- c Subject to the Council's policy regarding the handling of grievance

matters, the Council's most senior member of staff shall contact the Chair of the Council or in their absence, the vice-chair of the Council in respect of an informal or formal grievance matter, and this matter shall be reported back and progressed by resolution of the Council.

- d Subject to the Council's policy regarding the handling of grievance matters, if an informal or formal grievance matter raised by Clerk relates to the chair or vice-chair of the Council, this shall be communicated to another member of the Council which shall be reported back and progressed by resolution of the Council.
- e Any persons responsible for all or part of the management of staff shall treat as confidential the written records of all meetings relating to their performance, capabilities, grievance or disciplinary matters.
- f In accordance with standing order 10(a), persons with line management responsibilities shall have access to staff records referred to in standing order 18(f).

20. RESPONSIBILITIES TO PROVIDE INFORMATION

See also standing order 21.

- a **In accordance with freedom of information legislation, the Council shall publish information in accordance with its publication scheme and respond to requests for information held by the Council.**

21. RESPONSIBILITIES UNDER DATA PROTECTION LEGISLATION

(Below is not an exclusive list).

See also standing order 10.

- a The Council may appoint a Data Protection Officer.
- b **The Council shall have policies and procedures in place to respond to an individual exercising statutory rights concerning their personal data.**
- c **The Council shall have a written policy in place for responding to and managing a personal data breach.**

- d **The Council shall keep a record of all personal data breaches comprising the facts relating to the personal data breach, its effects and the remedial action taken.**
- e **The Council shall ensure that information communicated in its privacy notice(s) is in an easily accessible and available form and kept up to date.**
- f **The Council shall maintain a written record of its processing activities.**

22. RELATIONS WITH THE PRESS/MEDIA

- a Requests from the press or other media for an oral or written comment or statement from the Council, its councillors or staff shall be handled in accordance with the Council's policy in respect of dealing with the press and/or other media.

23. EXECUTION AND SEALING OF LEGAL DEEDS

See also standing orders 14(b)(xii) and (xvii).

- a A legal deed shall not be executed on behalf of the Council unless authorised by a resolution.
- ~~b **[Subject to standing order 22(a), the Council's common seal shall alone be used for sealing a deed required by law. It shall be applied by the Proper Officer in the presence of two councillors who shall sign the deed as witnesses.]**~~

The above is applicable to a Council with a common seal.

OR

[Subject to standing order 22(a), any two councillors may sign on behalf of the Council, any deed required by law and the Proper Officer shall witness their signatures.]

The above is applicable to a Council without a common seal.

24. COMMUNICATING WITH COUNTY BOROUGH OR COUNTY COUNCILLORS

- a An invitation to attend a meeting of the Council shall be sent, together

with the agenda, to the ward councillors of the Vale of Glamorgan Council representing the area of the Council.

- b Unless the Council determines otherwise, a copy of each letter sent to the Vale of Glamorgan Council shall be sent to the ward councillor representing the area of the Council.

25. RESTRICTIONS ON COUNCILLOR ACTIVITIES

- a. Unless duly authorised no councillor shall:
 - i. inspect any land and/or premises which the Council has a right or duty to inspect; or
 - ii. issue orders, instructions or directions.

26. STANDING ORDERS GENERALLY

- a All or part of a standing order, except one that incorporates mandatory statutory or legal requirements, may be suspended by resolution in relation to the consideration of an item on the agenda for a meeting.
- b A motion to add to or vary or revoke one or more of the Council's standing orders, except one that incorporates mandatory statutory or legal requirements, shall be proposed by a special motion, the written notice by at least 2 councillors to be given to the Proper Officer in accordance with standing order 9.
- c The Proper Officer shall provide a copy of the Council's standing orders to a councillor as soon as possible.
- d The decision of the chair of a meeting as to the application of standing orders at the meeting shall be final.

Effective: 01/01/2023 to 17/05/2023

Display Action Officer: Yes

Site: Peterston-Super-Ely (PA) (PA087)

Site: Peterston-Super-Ely (PA) (PA087)

Locality: PETERSTON SUPER ELY, VALE OF GLAMORGAN

Area: Peterston-Super-Ely

Condition Survey

Defect No:	Description	Log Date	Location	Defect Type	Class.	Organisation	Status	Job No.
Asset: 1,000.00	Asset - Locn.: 367817702 - MUGA			Feature Type: PL: MUGA			Area: Peterston-Super-Ely	
Batch: 81406107 - Inspection Batch	No actionable defects found			Route: PL: Peterston-Super-Ely	Officer: Gareth Scott			Date: 02/05/2023
Batch: 81402717 - Inspection Batch	No actionable defects found			Route: PL: Peterston-Super-Ely	Officer: Wyndham Hughes			Date: 18/01/2023
Asset: 1,000.01	Asset - Locn.: 37 - Infant Multi Unit			Feature Type: PL: Multi Unit			Area: Peterston-Super-Ely	
Batch: 81406108 - Inspection Batch	No actionable defects found			Route: PL: Peterston-Super-Ely	Officer: Gareth Scott			Date: 02/05/2023
Batch: 81402706 - Inspection Batch				Route: PL: Peterston-Super-Ely	Officer: Wyndham Hughes			Date: 18/01/2023
81400453	Cap loose	18/01/2023		PL: STRUCTURE-Caps Missing	Internal		Committed	41500262
Asset: 1,000.02	Asset - Locn.: 1393698040 - Rocking Horse			Feature Type: PL: Rocker			Area: Peterston-Super-Ely	
Batch: 81406109 - Inspection Batch	No actionable defects found			Route: PL: Peterston-Super-Ely	Officer: Gareth Scott			Date: 02/05/2023
Batch: 81402708 - Inspection Batch	No actionable defects found			Route: PL: Peterston-Super-Ely	Officer: Wyndham Hughes			Date: 18/01/2023
Asset: 1,000.03	Asset - Locn.: 1430487250 - Crazy Scrambler			Feature Type: PL: Rocker			Area: Peterston-Super-Ely	
Batch: 81406110 - Inspection Batch	No actionable defects found			Route: PL: Peterston-Super-Ely	Officer: Gareth Scott			Date: 02/05/2023
Batch: 81402702 - Inspection Batch	No actionable defects found			Route: PL: Peterston-Super-Ely	Officer: Wyndham Hughes			Date: 18/01/2023
Asset: 1,000.04	Asset - Locn.: -554291566 - Two Way Spring			Feature Type: PL: Rocker			Area: Peterston-Super-Ely	
Batch: 81406111 - Inspection Batch	No actionable defects found			Route: PL: Peterston-Super-Ely	Officer: Gareth Scott			Date: 02/05/2023
Batch: 81402703 - Inspection Batch	No actionable defects found			Route: PL: Peterston-Super-Ely	Officer: Wyndham Hughes			Date: 18/01/2023
Asset: 1,000.05	Asset - Locn.: 167 - Bowl			Feature Type: PL: Rotator			Area: Peterston-Super-Ely	
Batch: 81406112 - Inspection Batch	No actionable defects found			Route: PL: Peterston-Super-Ely	Officer: Gareth Scott			Date: 02/05/2023
Batch: 81402704 - Inspection Batch	No actionable defects found			Route: PL: Peterston-Super-Ely	Officer: Wyndham Hughes			Date: 18/01/2023
Asset: 1,000.06	Asset - Locn.: -701011090 - Supernova			Feature Type: PL: Rotator			Area: Peterston-Super-Ely	
Batch: 81406113 - Inspection Batch	No actionable defects found			Route: PL: Peterston-Super-Ely	Officer: Gareth Scott			Date: 02/05/2023
Batch: 81402701 - Inspection Batch	No actionable defects found			Route: PL: Peterston-Super-Ely	Officer: Wyndham Hughes			Date: 18/01/2023

Effective: 01/01/2023 to 17/05/2023

Display Action Officer: Yes

Site: Peterston-Super-Ely (PA) (PA087)

Condition Survey

Defect No:	Description	Log Date	Location	Defect Type	Class.	Organisation	Status	Job No.
Asset: 1,000.07	Asset - Locn.: -681842543 - Slide / Tunnel			Feature Type: PL: Slide			Area: Peterston-Super-Ely	
Batch: 81406124 - Inspection Batch	No actionable defects found			Route: PL: Peterston-Super-Ely	Officer: Gareth Scott			Date: 02/05/2023
Batch: 81402705 - Inspection Batch	No actionable defects found			Route: PL: Peterston-Super-Ely	Officer: Wyndham Hughes			Date: 18/01/2023
Asset: 1,000.08	Asset - Locn.: Combination Swing 2 Bay, 2 cradle, 1 basket			Feature Type: PL: Swing			Area: Peterston-Super-Ely	
Batch: 81406114 - Inspection Batch	No actionable defects found			Route: PL: Peterston-Super-Ely	Officer: Gareth Scott			Date: 02/05/2023
Batch: 81402707 - Inspection Batch	No actionable defects found			Route: PL: Peterston-Super-Ely	Officer: Wyndham Hughes			Date: 18/01/2023
Asset: 1,000.09	Asset - Locn.: 1579714110 - Cantilever Swing			Feature Type: PL: Swing			Area: Peterston-Super-Ely	
Batch: 81406115 - Inspection Batch	No actionable defects found			Route: PL: Peterston-Super-Ely	Officer: Gareth Scott			Date: 02/05/2023
Batch: 81402712 - Inspection Batch	No actionable defects found			Route: PL: Peterston-Super-Ely	Officer: Wyndham Hughes			Date: 18/01/2023
Asset: 1,000.10	Asset - Locn.: -979289989 - Trim Trail			Feature Type: PL: Trim Trail			Area: Peterston-Super-Ely	
Batch: 81406116 - Inspection Batch				Route: PL: Peterston-Super-Ely	Officer: Gareth Scott			Date: 02/05/2023
81401222	1 post has a bit of movement on the rope bridge, possibly snapped underground. I have put some screws in to secure the post better but cannot guarantee how long this temporary repair will last.	02/05/2023		PL: STRUCUTRE- Wood Rotten Internal			Uncommitted	41500421
Batch: 81402709 - Inspection Batch	No actionable defects found			Route: PL: Peterston-Super-Ely	Officer: Wyndham Hughes			Date: 18/01/2023
Asset: 1,000.11	Asset - Locn.: -237755097 - Aerial Runway			Feature Type: PL: Zip Line			Area: Peterston-Super-Ely	
Batch: 81406117 - Inspection Batch	No actionable defects found			Route: PL: Peterston-Super-Ely	Officer: Gareth Scott			Date: 02/05/2023
Batch: 81402713 - Inspection Batch	No actionable defects found			Route: PL: Peterston-Super-Ely	Officer: Wyndham Hughes			Date: 18/01/2023
Asset: 2,000.00	Asset - Locn.: 2048783312 - Site Surface			Feature Type: PL: Site Surfacing			Area: Peterston-Super-Ely	
Batch: 81406118 - Inspection Batch				Route: PL: Peterston-Super-Ely	Officer: Gareth Scott			Date: 02/05/2023
81401223	Large hole in rubber mulch on top of the tunnel	02/05/2023		PL: SURFACE-Contains Holes Internal			Committed	41500422
Batch: 81402715 - Inspection Batch	No actionable defects found			Route: PL: Peterston-Super-Ely	Officer: Wyndham Hughes			Date: 18/01/2023
Asset: 3,000.00	Asset - Locn.: Site Bin			Feature Type: PL: Bin			Area: Peterston-Super-Ely	
Batch: 81406119 - Inspection Batch	No actionable defects found			Route: PL: Peterston-Super-Ely	Officer: Gareth Scott			Date: 02/05/2023

Effective: 01/01/2023 to 17/05/2023

Display Action Officer: Yes

Site: Peterston-Super-Ely (PA) (PA087)

Condition Survey

Defect No:	Description	Log Date	Location	Defect Type	Class.	Organisation	Status	Job No.	
Asset:	3,000.00	Asset - Locn.:	Site Bin	Feature Type:	PL: Bin		Area:	Peterston-Super-Ely	
Batch:	81402714 - Inspection Batch			Route:	PL: Peterston-Super-Ely	Officer:	Wyndham Hughes	Date:	18/01/2023
	No actionable defects found								
Asset:	3,000.01	Asset - Locn.:	164 - Fence	Feature Type:	PL: Fencing		Area:	Peterston-Super-Ely	
Batch:	81406120 - Inspection Batch			Route:	PL: Peterston-Super-Ely	Officer:	Gareth Scott	Date:	02/05/2023
81401224	Some fence post rotten and need replacing. I have reattached 2 slats that had come loose	02/05/2023		PL: STRUCUTRE- Wood Rotten Internal			Uncommitted	41500423	
Batch:	81402710 - Inspection Batch			Route:	PL: Peterston-Super-Ely	Officer:	Wyndham Hughes	Date:	18/01/2023
	No actionable defects found								
Asset:	3,000.02	Asset - Locn.:	162 - Picnic Bench	Feature Type:	PL: Picnic Table		Area:	Peterston-Super-Ely	
Batch:	81406121 - Inspection Batch			Route:	PL: Peterston-Super-Ely	Officer:	Gareth Scott	Date:	02/05/2023
	No actionable defects found								
Batch:	81402700 - Inspection Batch			Route:	PL: Peterston-Super-Ely	Officer:	Wyndham Hughes	Date:	18/01/2023
	No actionable defects found								
Asset:	3,000.03	Asset - Locn.:	1005018306 - Seats	Feature Type:	PL: Seat		Area:	Peterston-Super-Ely	
Batch:	81406122 - Inspection Batch			Route:	PL: Peterston-Super-Ely	Officer:	Gareth Scott	Date:	02/05/2023
	No actionable defects found								
Batch:	81402711 - Inspection Batch			Route:	PL: Peterston-Super-Ely	Officer:	Wyndham Hughes	Date:	18/01/2023
	No actionable defects found								
Asset:	3,000.04	Asset - Locn.:		Feature Type:	PL: Gate		Area:	Peterston-Super-Ely	
Batch:	81406123 - Inspection Batch			Route:	PL: Peterston-Super-Ely	Officer:	Gareth Scott	Date:	02/05/2023
	No actionable defects found								
Batch:	81402716 - Inspection Batch			Route:	Adho Inspection Route Enviro	Officer:	Wyndham Hughes	Date:	18/01/2023
	No actionable defects found								

Maintenance Management

Job No.	Description	Location	Officer	Priority	Job Status	Entered	Completion	Works Order
Asset:	1,000.01	Asset - Locn.:	37 - Infant Multi Unit	Feature Type:	PL: Multi Unit		Area:	Peterston-Super-Ely
41500262	Cap loose (PL: STRUCTURE-Caps Missing)		Gareth Scott	Play: 1 Month	Job Complete	18/01/2023	18/01/2023	Act. PKSGRD/40169
Asset:	1,000.10	Asset - Locn.:	-979289989 - Trim Trail	Feature Type:	PL: Trim Trail		Area:	Peterston-Super-Ely
41500421	1 post has a bit of movement on the rope bridge, possibly snapped underground. I have put some screws in to secure the post better but cannot guarantee how long this temporary repair will last. (PL: STRUCUTRE-Wood Rotten Mon)		Gareth Scott	Play: 6 Months	Job Created	02/05/2023		

Effective: 01/01/2023 to 17/05/2023

Display Action Officer: Yes

Site: Peterston-Super-Ely (PA) (PA087)

Maintenance Management

Job No.	Description	Location	Officer	Priority	Job Status	Entered	Completion	Works Order
	Asset: 2,000.00	Asset - Locn.: 2048783312 - Site Surface			Feature Type: PL: Site Surfacing		Area: Peterston-Super-Ely	
41500422	Large hole in rubber mulch on top of the tunnel (PL: SURFACE-Contains Holes)		Gareth Scott	Play: 1 Month	Job Committed	02/05/2023	02/06/2023	Est. PKSGRD/40281
	Asset: 3,000.01	Asset - Locn.: 164 - Fence			Feature Type: PL: Fencing		Area: Peterston-Super-Ely	
41500423	Some fence post rotten and need replacing. I have reattached 2 slats that had come loose (PL: STRUCUTRE- Wood Rotten Mon)		Gareth Scott	Play: 6 Months	Job Created	02/05/2023		

Ms Catherine Craven

Peterston Super Ely Community Council

11 Lilac Drive
Llantwit Fardre
Pontypridd
Rhondda Cynon Taf
CF38 2PH

31 May 2023

Quote Reference: LC/PETE/14423-I41G

Dear Ms Craven ,

LOCAL COUNCIL INSURANCE QUOTATION

We have pleasure in enclosing your renewal invite and terms for your Local Councils Insurance policy, together with a Schedule of Insurance and Statement of Fact. It is important that you review all the documentation, ensuring the information is correct and cover meets your requirements. If any of the information is incorrect, or you would like to make a change to your cover level(s) please contact our team.

Policy Type:	Local Councils
Insurer:	Aviva Insurance Ltd
Inception Date:	01 June 2023
Premium:	£1,365.37
Arrangement Fee:	£25.00 non-refundable in the event of cancellation
TOTAL PREMIUM	£1,390.37

Please note the premium above is based on the information you have provided, should any information change or be incorrect the premium may be subject to change.

IMPORTANT DOCUMENTS:Please read the following documents carefully.

- Quotation Schedule: This is an outline of the cover provided under the policy including cover levels, and relevant sums insured, excesses and exclusions.
- Statement of Fact: This is an outline of the information you have provided to BHIB and the insurer.
- Policy Summary: This provides an overview of the key aspects of the insurance policy.
- Policy Wording: This sets out the cover provided and the terms, conditions and exclusions which apply.
- Important Notices & Information Document: A summary of any important information regarding a Local Councils insurance policy.
- BHIB Cyber Policy Information: A summary of an additional Cyber Insurance policy BHIB can arrange for you.
- Terms of Business BHIB's Terms and Conditions, which explain how we will manage your policy.

Quotation details for any other insurance policies arranged through BHIB alongside your Local Councils Insurance will be issued under a separate communication.

Is This Policy Suitable for You?

This policy is designed for Local Town and Parish Councils domiciled in the UK who require insurance cover:

- as an employer against damages and legal costs made against them by employees for injury or disease arising out of their employment

- for claims made against them by third parties for injury, disease or damage to property during the policy term
- for claims made against them by third parties for injury, disease or damage to property caused by or in connection with products sold during the policy term.
- require cover against theft of the council's own money, securities or property by an employee, partner, contractor or volunteer.
- require cover for money which is lost or stolen.
- requires cover against the cost of compensation claims made against your business's directors and key managers (officers) for alleged wrongful acts.
- Requires cover against libel and slander for certain events.
- require assistance with legal expenses incurred for certain events.

Our understanding of your insurance requirements in relation to the renewal is based upon the information that you have provided to us.

We have established your needs as detailed on the enclosed Local Councils Insurance Quotation Schedule and Statement of Fact. Please check the statements and answers that are shown on these documents and let us know if anything is incorrect, as any inaccuracies or omissions may invalidate your cover. Should any alterations be required then please contact our Local Councils Team on 0330 013 0036.

It is important that you check the levels of cover and sums insured noted on the enclosed documents are correct and reflective of current valuations, and that you are not under insured.

What is Underinsurance?

This refers to inadequate insurance coverage which could leave you unable to claim for your full loss, and making you susceptible to the average rule, reducing your claim further. We recommend you obtain professional valuations for the reinstatement of your Buildings, every three years, to ensure your sum insured is set at the right level, avoiding the potentially damaging effects of underinsurance.

Index Linking

Certain Sums Insured on this policy are Index Linked, which means they will be adjusted annually according to recognised UK price indices. These indices measure the effect of inflation on such things as the price of raw materials and goods and the cost of labour. Each year, the relevant sums insured are automatically uplifted by your insurers. The revised values will be shown on your policy schedule at each renewal and the appropriate revised proportional premiums are charged accordingly. If your policy is subject to a Long-Term Agreement (see below), index linking will continue to be applied annually, and your premiums will therefore fluctuate proportionally, according to the revised values noted in your renewal invitation schedules. These rates fluctuate monthly, according to the most recent recommendations from the selected indices. Typically, different index linked rates may be applied to Buildings, Contents, Machinery, Plant and Equipment. These annual fluctuations are designed to help your sums insured to keep pace with the effects of inflation, however, you remain responsible for ensuring that your declared values and sums insured represent the correct replacement and/or reinstatement values of the items insured, at all times. Further information and explanation on this subject is available on request from the BHIB.

Market Selection

We have approached a Single Insurer. You should also be aware that in sourcing and placing business with Aviva Insurance that we have acted as your agent. We will also act as your agent in the event of a claim.

Significant Endorsements, Exclusions, Limitations, Warranties and Subjectivities

Please refer to the enclosed Policy Schedule, Policy Summary and Policy Wording which outline all conditions and exclusions applicable to your policy.

Additional endorsements applied to your policy are listed below:

- [30] - Tree Felling and Lopping Cover
- [31] - Fly Tipping Cover
- [AMENDED] - Amended Policy Introduction
- [COVEX] - General Exclusions - Coronavirus
- [GDPRCLP] - Data Protection Act wording amendment (CLP)
-

BHIB Leicester

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

T.0330 013 0036
E.enquiries@bhibaffinities.co.uk
www.bhibcouncils.co.uk

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

- [IL001] - Index Linking
- [KEYPERSONS] - Key Persons
- [PL004] - PLAYGROUNDS AND AMUSEMENT DEVICES
- [SKATE] - Skate Park Endorsement

Full details of these endorsements can be found on the enclosed Policy Schedule. It is important that you read and understand these endorsements, exclusions, limitations and other conditions and warranties. Please contact the BHIB Councils Team if you require any further explanation or assistance.

Failure to adhere to any significant endorsements, exclusions, limitations and other conditions and warranties can invalidate your policy, compromise your cover and result in claims not being paid. It is therefore vital that you are clear on your responsibilities. Please refer to the enclosed Policy Schedule and Policy Wording documents for further information.

The Policy Wording will include conditions that you must meet so cover applies if a claim is made. The insurer can refuse to pay out if all the policy's conditions are not met.

The policy may also include warranties. A warranty is a condition you must comply with precisely; if a warranty is not fulfilled, the insurer can suspend cover or cancel it.

Your insurer can refuse to pay out if you don't meet all its conditions. The proposal from the insurer can contain conditions called subjectivities. A subjectivity is something the insurer will want you to carry out within a standard timescale. For example, you could be asked to fill in a proposal form, provide details of your claims history, or undertake risk improvement measures.

Excesses

All excesses are detailed in your Policy Schedule, please ensure you familiarise yourself with these.

Failure to adhere to any significant endorsements, exclusions, limitations and other conditions and warranties can invalidate your policy, compromise your cover and result in claims not being paid. It is therefore vital that you are clear on your responsibilities. Please refer to the enclosed Policy Schedule and Policy Wording documents for further information.

The insurer may also add an excess or exclusions. An excess is the amount paid, or the insurer holds back in the event of a claim (excess details are noted below). An exclusion is a clause in the policy that states which risks the insurance won't cover.

Important Information

Please refer to the enclosed *Important Information & Notices* document.

Duty of Fair Presentation

It is your responsibility to provide a fair presentation of the insurance risk by carrying out a reasonable search for information, including obtaining information from senior managers or other parties within your organisation or anybody who your business outsources any tasks to.

You must disclose every material circumstance which you know or ought to know or failing that disclose sufficient information to put your insurer on notice that it needs to make further enquiries. You must ensure that any information you provide is correct to the best of your knowledge and representations that you make in expectation or belief must be made in good faith.

To ensure that your business is adequately covered, you have an ongoing responsibility to share all material circumstances about your business are accurate and in good faith. Details about your business, its activities and how it is managed must be reported to your insurers. This means you must disclose:

- All known material circumstances which may influence your insurer's assessment of the risk, for example:

BHIB Leicester

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

T.0330 013 0036
E.enquiries@bhibaffinities.co.uk
www.bhibcouncils.co.uk

- Changes to your address, premises, or security
 - Contractual obligations to customers and suppliers
 - Changes to processes or your customer base
 - New products and services
 - Importing/Exporting to or from foreign markets
 - Opening offices or employing staff overseas
 - Past Convictions, County Court Judgements, Bankruptcies, or company/individual voluntary arrangements
 - Been the subject of recovery action by HM revenue and customs
 - Been prosecuted, served prohibition, or served an important order or notice under health and safety legislation or environmental protection legislation
 - Been disqualified from being a company director
-
- The knowledge of your senior management team, as well as directors, middle management and staff who may have knowledge of information material to the nature of your business now or any changes which might affect the profile of your risk in the future.
 - You are obliged to undertake a reasonable search of any information relating to your business held by external parties employed to advise the business, such as consultants, managing agents, accountants, solicitors, or risk managers.

Cancellation Rights

You have the right to cancel this insurance after the inception or renewal date, as described in the Insurance Product Information Document (IPID) or in your Policy Wording.

Claims

Insurers require you to notify details of claims or circumstances that may give rise to a claim against you. This Condition sets out the insurer's requirements for notifying claims and the procedures to be adopted and complied with. For example, you must not admit liability or prejudice the insurer's position and if you do, insurers could repudiate claims.

Additional Benefits

Local Council Awards Scheme (LCAS)

If you hold a Foundation, Quality or Gold Quality Award, you are entitled to a premium discount, in addition to any discounts already applied to this quotation. Simply contact the Local Councils Insurance Team on the contact number noted below, confirming your LCAS status, for us to provide an amended quotation.

Long Term Undertaking (LTU)

This quotation includes a Long-Term Undertaking (LTU) discount. An LTU gives you the benefit of ensuring that your policy will renew based on the same underlying rates as those used for the first year's quotation. Please be aware that premiums are adjusted proportionally, according to any revised sums insured you declare to us, for example, during the policy period, or in advance of a renewal. Premiums are also adjusted proportionally, according to fluctuations in the value of annual index linking applied at each renewal by your insurers (as explained above). Your insurers reserve the right to adjust the underlying rates and terms, where there have been claims made during the period preceding a renewal. Any changes to the rate of Insurance Premium Tax, in accordance with HMRC instructions, will also apply at each renewal. As you have chosen to enter a Long-Term Undertaking, you are agreeing to maintain this insurance policy until point of renewal three years from the commencement of this agreement. This LTU relates solely to this product and cannot be transferred to another policy or insurer.

BHIB Leicester

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

T.0330 013 0036
E.enquiries@bhibaffinities.co.uk
www.bhibcouncils.co.uk

Other Insurance Products

BHIB Cyber for Councils

Working with Talbot Underwriting Ltd we can arrange additional cover which will help you in the event of a cyber-attack, and any liabilities that arise due to a breach of privacy legislation (GDPR).

The policy provides:

- Limit of Indemnity: £250,000
- E-Theft Extension (Social Engineering/Funds Transfer): £25,000
- 10 free device licences for award-winning endpoint protection AVAST Antivirus Pro Plus and cloud data backups (RRP £400 per annum) which satisfies policy conditions.

The policy also offers a range of benefits which are exclusive to the BHIB Cyber for Councils policy, including:

- Small councils can work in partnership and have a joint policy with up to 3 other councils, enabling you to split the cost and share the 10 free AVAST Antivirus Pro Plus device licences
- Free 1 hour Cyber/GDPR consultation with a Compliance specialist who has experience as a councillor, to offer information and guidance. Further consultancy is available at an extra cost.

Please find further details enclosed.

What To Do Next

Please read through the enclosed documents carefully, ensuring the cover details accurately reflect your requirements.

If you would like to go ahead and renew cover, please contact us by phone or email. It is essential that we receive instructions to proceed with cover and payment prior to the inception date.

Paying for Your Policy

Credit/Debit Card:	Please access our online BHIB Self Service Portal* or call BHIB on 0330 013 0036 and have your card details ready. * Please refer to our recent email communications detailing the registration and access process. If you need any assistance getting started, please email, or call the team and we will be happy to help.
BACS/Automatic Transfer:	Account Name: BHIB Ltd Account No.: 01100742 Sort Code: 56-00-60 Reference: Your quote reference (see above)
Cheque:	Please make cheques payable to BHIB Ltd and send to, BHIB Ltd, AGM House, 3 Barton Close, Grove Park, Enderby, Leicester, LE19 1SJ, quoting your quote reference (see above) on the reverse.
Monthly Instalments:	You can spread the cost of your insurance premiums and pay one regular monthly payment by direct debit. If you choose this method, a premium loan credit application form will be emailed to you for completion and return to BHIB. It is important to decide which payment method you will use, in advance of the cover start date. If the instalments option is selected, please allow at least 7 working days from the date you send the completed loan application form to us, for the premium loan to be accepted and activated.

Premium Finance

You may be able to spread the cost of your insurance premium across regular monthly instalments; if you choose this method a Premium Finance Loan Application will be sent to you for completion. Please note BHIB is a credit broker and not a lender, we will not provide you with any advice regarding finance and will only approach Close Brothers Premium Finance (CBPF). BHIB Ltd is remunerated for arranging credit. Please refer to the enclosed Premium Finance Information Sheet for further information.

Finance Provider	Close Brothers Premium Finance (CBPF)
Loan Amount	£1,390.37
Interest Amount (6.75%)	£93.85
10 Monthly Instalments of	£148.42
Total Payable	£1,484.22
APR	17.48%
Instalment Term	10 Months
Policy Term	12 Months

The above table shows the premium which would be financed by Close Brothers Premium Finance, at a charge of 6.75% (Typical 17.48% APR variable).

Please refer to the enclosed Premium Finance Information Sheet for further information.

We look forward to receiving your instructions, however, should you have any queries in relation to the quotation please contact us.

Yours sincerely,

BHIB Councils Team
 Email: enquiries@bhibcouncils.co.uk
 Telephone: 0330 013 0036
 Website: www.bhibcouncils.co.uk
 Twitter: @bhibcouncils

BHIB Leicester

AGM House,
 3 Barton Close,
 Grove Park, Enderby,
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The Insured: Peterston Super Ely Community Council
Quotation Reference: 100723637BDN/LC/LC/PETE/14423-I41G



Local Councils

Statement of Fact

31/05/2023

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

You should keep this statement of fact for your records.

Your Duty to make a Fair Presentation of Risk

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

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

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

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

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

Claims Experience

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

Declaration

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

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

Your Property

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

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

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

Fidelity Guarantee

You do and will continue to;

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

Health and Safety

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

Client Details

Council Name	Peterston Super Ely Community Council
Address Line 1	11 Lilac Drive
Address Line 2	Llantwit Fardre
Town	Pontypridd
County	Rhondda Cynon Taf
Postcode	CF38 2PH
Please state to which Rural Community Council (England) or County Voluntary Council (Wales) you are affiliated or in which County area your Hall is situated	Not Declared
Population Size	Up to 5,000
If you do not have an PAYE Reference, please confirm that you are exempt from holding one	To be confirmed
Contact Title	Ms
Contact Forename	Catherine
Contact Surname	Craven
Contact Telephone	
Contact Email Address	pseccc@hotmail.co.uk

Verified e-mail address for all communications. Please let the BHIB Affinities team know immediately if this address needs to be changed.

Additional Email Address

This is... a new quotation

Mandatory Covers

Public Liability Limit of Indemnity	£10,000,000
Employers Liability Limit of Indemnity	10,000,000
Officials Indemnity Limit	500,000
Libel and Slander Limit	250,000
Legal Expenses Limit	250,000
Money - Cash in Transit, on Premises in Business Hours, in Bank Night Safe	£2,500
Money - Cash in Safe	2,500.00
Fidelity Guarantee Limit	£150,000

Additional Covers

Do you require Additional Covers, as set out below?	Yes
Do you wish to increase the standard limit for any of the above options	Yes
Please enter Contents Limit required	0
Please enter Street Furniture Limit required	0
Please enter Gates & Fences Limit required	55,130
Please enter Playground Equipment required	181,948
Please enter War Memorials required	0
Please enter Mowers & Machinery required	0
Please enter Sports Equipment required	0
Total of Higher Values	237,078

Optional Covers

Do you require cover for Buildings Yes

Buildings Cover (1)	
Address Line 1	Clubhouse, Memorial Field
Address Line 2	Peterston-super-Ely
Town	Cardiff
County	Vale of Glamorgan
Postcode	CF5 6LE
Please state the Sum Insured	39,353
Construction Type	Standard Construction Buildings incl Listed Buildings & Pavilions
Is Subsidence cover required	Yes
Has there been any history of subsidence at this location	No
Buildings Cover (2)	
Address Line 1	Stone Shed
Address Line 2	Peterston-super-Ely
Town	Cardiff
County	Vale of Glamorgan
Postcode	CF5 6LE
Please state the Sum Insured	3,936
Construction Type	Standard Construction Buildings incl Listed Buildings & Pavilions
Is Subsidence cover required	Yes
Has there been any history of subsidence at this location	No

Do you require cover for CCTV Equipment No

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

Sum Insured required for Ground Surfaces 175,000

Is cover for Regalia required No

Is Business Interruption cover required? Yes

The Insured: Peterston Super Ely Community Council
Quotation Reference: 100723637BDN/LC/LC/PETE/14423-I41G



Loss of Revenue Sum Insured	10,000
Additional Increased Cost of Working sum insured	10,000
Indemnity Period (months)	12 Months
Do you wish to add cover for Increased Cost of Working?	No
Do you wish to add cover for Loss of Rent?	No
Do you wish to add cover for Key Persons?	Yes
Is cover for Personal Accident required	Yes
Is cover for Terrorism required	No
Do you require No Claims Bonus Protection & Application of Excess Protection	No
Do you require Data Breach Response cover?	Yes
Have you attained an award under the Local Council Awards Scheme?	No
Do you wish to agree to a 3 year Long Term Undertaking (LTU) in return for a discount	Yes
LTU Start date	01/06/2023
LTU End date	31/05/2026

General Questions

- (i) No Insurer has declined my/our proposal, cancelled or refused to renew my/our policy, required an increased premium, special terms or conditions for any of the insurance proposed for** True
- (ii) Neither I/We, nor any other principal members of this organisation have been convicted of any criminal offence other than a motoring conviction** True
- (iii) I am/We are not aware of any existing circumstances which have resulted or could result in a dispute which may give rise to any payment under this insurance and I/We understand that no such circumstances can be accepted as a foundation of a claim under this insurance** True
- (iv) I/We declare that the proposer is registered in the United Kingdom, the Isle of Man or the Channel Islands** True
- To the best of my/our knowledge no partners, principals or directors have; been subject to any county court judgments, had any Insurer decline or refuse to renew Insurance or impose any special terms for acceptance, been convicted/charged/cautioned in respect of any criminal offence, been declared bankrupt or disqualified from being a company director or involved in any company that went into receivership or liquidation, been subject to a recovery action by Customs & Excise or the Inland Revenue.** True
- Business Description** Local Council
- Has the client elected to pay by instalments?** No
- Has your organisation made, or had made against it, any claims in the last 3 years, whether insured or not?** No

Important Information

Data Protection – Aviva Privacy Notice

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

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

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

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

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

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

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

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

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

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

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

Fraud prevention and detection

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

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

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

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

Claims History

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

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

Fraud prevention and detection

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

You can contact the FOS on 0800 023 4567. You can also visit their website at www.financial-ombudsman.org.uk where you will find further information

Regulatory Status

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

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

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

You may check this information and obtain further information about how the Financial Conduct Authority protects you by visiting www.fca.org.uk

Fraud prevention and detection

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

You can contact the FOS on 0800 023 4567. You can also visit their website at www.financial-ombudsman.org.uk where you will find further information

Financial Services Compensation Scheme

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

Choice of Law

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

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

Financial Services Compensation Scheme

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

In all cases, please quote your policy number.

Copy document availability

The Insured: Peterston Super Ely Community Council
Quotation Reference: 100723637BDN/LC/LC/PETE/14423-I41G



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

Telephone Call Charges and Recording

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

TERMS OF BUSINESS AGREEMENT

BHIB Limited TOBA March 2023 V12.0

Introduction

This document supersedes all Terms of Business previously issued by us. It sets out the terms upon which we agree to act for our clients and contains details of our regulatory and statutory responsibilities. It also sets out some of your responsibilities. Please read it carefully. This Terms of Business Agreement comes into force on the day you receive it from us and will remain in force until you are provided with revised terms.

Please contact us immediately if there is anything in these Terms of Business which you do not understand or with which you disagree.

About Us

BHIB Insurance Brokers is a trading name of BHIB Limited ("BHIB"), an insurance intermediary. Our registered address is: AGM House, 3 Barton Close, Grove Park, Enderby, Leicester LE19 1SJ.

E-mail: enquiries@bhibinsurance.co.uk. BHIB Limited is registered in England and Wales, number 829660 and is a wholly owned subsidiary of Brokerbilty Holdings Limited.

Regulation

We are authorised and regulated by the Financial Conduct Authority (FCA), number 116675 and registered in England and Wales, number 829660. Our permitted business is introducing, advising, arranging, dealing as agent and assisting in the administration and performance of general insurance contracts and credit broking. This can be verified by contacting the FCA, 12 Endeavour Square, London E20 1JN, telephone number 0800 111 6768, website www.fca.org.uk. We abide by the FCA Rules and Guidance for General Insurance. We hold and maintain Professional Indemnity insurance, as required by the FCA.

We are also members of the British Insurance Brokers Association (BIBA) and the Chartered Insurance Institute (CII).

Our Service

As an insurance intermediary, acting on your behalf, we

provide both advised and non-advised services. We will ask questions to enable us to assess reasonably your insurance requirements, this may include checking information that we already hold about you and your existing insurance arrangements with us and other parties.

Our on-line services are non-advised and we will provide you with information only. We will not provide you with any advice or specific recommendations and we will only deal with a single insurer when providing online services.

Where you contact us directly (e.g. telephone, face to face meeting, email etc.), our services will be advised and we will provide you with advice and guidance, after assessing what you want and need and recommend a suitable policy based on our experience of dealing with similar risks. Where we provide you with advice this is done on all types of general insurance products and BHIB are not tied to any one insurance company.

We are, however, tied to a single insurance provider when our offering is by way of provision of a scheme for particular sectors or classes of business.

Generally, we provide a fair and personal analysis of the market, however, for certain products we may only deal with a single insurer or select from a limited number of insurers as advised to you. The names of the insurers are available on written request. We will discuss your insurance requirements with you, including the scope of cover required, limits to be sought and pricing. Alternatively, if you confirm it in writing to us, we can place your risk without providing any advice. We will also provide advice on your payment options (if available) and, if premium finance is available for your insurances and is required, we can arrange this with your insurer or a specialist provider, as agreed with you.

Upon receipt of your instructions, whether written or verbal, we will endeavour to satisfy your requirements in your best interests. However, we will not in any circumstances act as an insurer nor will we guarantee or otherwise warrant the solvency of any insurer. A liability for premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent. We regularly monitor the financial standing of insurers available to us and we will discuss with you any concerns

that may arise.

During the course of the placement of your insurance we will keep you informed about the progress of our negotiations and will identify any inability to fulfil your requirements. We will take all reasonable steps to confirm your insurance requirements before the intended date of inception, renewal or extension of cover (whichever is appropriate). Where services are provided on an advised basis, we will provide you with all relevant information about the insurance cover we recommend, including the basis on which the product and the provider have been selected, enabling you to make an informed decision about whether or not to proceed. We do not act for every insurance company and therefore cannot guarantee that the cost of your insurance cover will be the cheapest in the market or that the policy wordings will provide the widest cover. However, we endeavour to provide cover commensurate with your risks and requirements. We will advise you if the product recommended is not regulated by the FCA.

When you contact us directly, our services (telephone, face to face meeting, email etc.) will extend to advising you and making a recommendation on your risk exposure and insurance needs, arranging cover as instructed, dealing with mid-term alterations, claims assistance in relation to insurance policies we have arranged and renewal advice and processing and premium finance. We act on your behalf in selecting an appropriate policy, and associated premium finance, to meet your needs and in assisting you with claims matters. We may either act on your behalf, or on behalf of the insurer, in arranging your cover. Please let us know if you would like confirmation of the situation for any policies arranged for you.

Methods of Communication

We will normally communicate with you by post, telephone, email and, where available, facsimile, or direct messaging via a website portal in addition to any meetings we may have with you. Please let us know if you would prefer not to receive communications by any particular medium.

Where we have provided services online on a non-advised basis, any communication between us after inception of a policy purchased online will primarily be by email or telephone and will then be considered as advised.

Please note we record all telephone calls to and from our office landlines to help with training, monitoring and compliance purposes. For further information, please do not hesitate to contact us.

Conflicts of Interest

Subject to regulatory and legal requirements, BHIB will endeavour to find a suitable insurance solution to meet your requirements and will act in the best interests of its clients, and treat all customers fairly, as required by the FCA. As independent insurance brokers, we generally act as the agent of our client, we will advise you where this may not be the case.

BHIB is not tied to any particular insurer or group of insurers, and dependant on the insurance cover required and indemnity limits sought by a client, BHIB may consider a specific product from a single insurer and/or place business through an insurance scheme with a particular insurer, or purchase products from a selection of relevant insurers.

An insurance scheme for a particular product, or a range of products, may be made available to BHIB through chosen markets with particular insurers. Alternatively this may be through BIG (Brokerability Insurance Gateway Limited), which is an Appointed Representative of Brokerability Limited, and which is also part of the same group of companies as BHIB, namely part of Brokerability Holdings Limited. BHIB is also a member of the Brokerability group of companies.

Occasions can arise where we or one of our associated group companies, clients or product providers will have a potential conflict of interest with business being transacted for you. If this happens and we become aware of the existence of a potential conflict of interest, we will write to you and obtain your consent before we carry out your instructions.

Treating Customers Fairly

BHIB Insurance Brokers is committed to a policy of Treating Customers Fairly and places the interests of the customer at the heart of the firm's business strategy. Our commitments to you are:

- To treat you as an individual and listen to you;
- To act at all times with integrity;
- To have competent staff to provide guidance and assistance in helping you select the

appropriate insurance product;

- To give you correct and clear information to enable you to make informed choices;
- To address your concerns in a sympathetic and understanding manner.

If you have any feedback, whether good or bad, let us know as we value your views to help us shape the future of our company.

Terms Relating to Disclosure (Providing Information to your Insurer)

Your insurance is based upon the information provided to the insurance company.

Such information may be provided directly online or to us as your appointed general insurance broker. For Consumers (individuals buying insurance wholly or mainly for purposes unrelated to their trade, business or profession) this means that you must take reasonable care to answer all questions fully and accurately. Once cover has been arranged, you must immediately notify us of any changes to the information that has been provided to your insurers.

All other clients must present the risk (i.e. the subject matter of the proposed insurance) fairly. This means that you must disclose to insurers, before the setting up or renewal of your insurance policy is concluded, anything that might influence the judgement of an insurer in fixing the premium, setting the terms or determining whether they would take the risk. If you are uncertain whether anything is material, you should disclose it. Failure to provide accurate and up to date information may invalidate your insurance cover and mean that a claim may not be paid.

In order to identify what must be disclosed, you are obliged to carry out a reasonable search before presenting the risk to insurers. This includes (but is not limited to) consulting with all senior managers. A senior manager is anyone who plays a significant role in the making of decisions about how your activities are to be managed or organised, regardless of whether or not that individual is a member of your board or is formally in a management role. You must also consult with anyone who has particular knowledge about the risk to be insured.

If you deliberately or recklessly (i.e. without care) fail to comply with your obligations to present the risk fairly,

insurers may avoid the policy. This means they can retain all premiums and treat the policy as if it never existed and refuse to make any claims payments. You could also be obliged to repay any claims payments that had already been made. If you fail to present the risk fairly, but your failure was neither deliberate nor reckless, the insurers response will depend upon what would have happened if you had complied with your obligations:

- a) if insurers would not have provided the policy, they may treat the policy as if it never existed, refuse to make any claims payments and demand the return of any claims payments already made. However, insurers would have to return any premium payments already made;
- b) if insurers would have provided the policy but on different terms, the policy will remain in force but will be treated as if those different terms applied from the start of the policy. This could result in a claim not being met in part or in full;
- c) if insurers would have provided the policy but charged a higher premium, insurers may reduce any payment in proportion to the difference between the premium charged and the premium that would have been charged if you had fairly presented the risk. This could result in a significant reduction to the amount of any payment under the policy.

All statements and facts disclosed on proposal forms, statement of facts, claim forms and other documents should be full, true and accurate and must be given after undertaking a reasonable search, including consulting with your senior management. Where forms are completed on your behalf you must check them for accuracy and completeness before signing them. You must always read the declaration and make sure you understand it before you sign.

Quotations

Unless stated otherwise in our documentation all quotations provided for new insurances are valid only for a period of 30 days from the date of issue. You should be aware that quotations may change or be withdrawn if the information given to us or your insurers in proposal forms or declarations differs from that provided at the time the quotation was issued.

Changes to Your Cover

We will normally deal with any requests to increase or amend cover on the day your instructions are received, or the next working day if a weekend or public holiday. Sometimes changes cannot be processed without obtaining additional information. If additional information is required we will contact you as quickly as possible. We will confirm any requested changes to your policy, once agreed by insurers, in writing. Any acceptance of your instructions to us to increase or amend cover will not be deemed confirmation that any increase or amendment to cover has been effected until confirmed by insurers. We will also advise you of any extra premiums you must pay or premiums we must return to you.

Receipt of Instruction

We do not consider instructions to arrange cover or change cover which are sent to us by post, electronic mail, or facsimile, or left on voicemail. Any insurance cover requested to be put in place upon your instructions shall not be valid or effective until such cover is confirmed by us to you either verbally or in writing.

We do not accept responsibility for instructions which do not reach us at all due to failures in the postal, electronic or telecommunications systems. Where a facility is provided by BHIB for clients to renew a policy online via an internet based portal then upon satisfactory renewal of such policy online, relevant insurance documents will be issued by way of confirmation of insurance cover.

Transferred Business

If we take over the servicing of insurance policies which were originally arranged through another insurance broker or intermediary or directly with an insurer, we do not accept liability for any claim arising out of the advice given by that broker, intermediary or insurer, nor for any errors, omissions or gaps in your current insurance protection.

We would ask you to contact us without delay should any aspect of a policy which has been transferred to us cause you concern or if you need an immediate review. Otherwise we will endeavour to review all transferred policies as they fall due for renewal.

Data Protection and Confidentiality

We are the Data Controller for the data you provide to us. We need to use your data in order to arrange your insurance and associated products when you are obliged to provide information without which we will be unable to provide a service to you. We may also use data for marketing purposes (please let us know if you would prefer not to receive marketing information from us).

You have a right to request access to any personal data held by us by writing to our Compliance Officer. You can request copies of the data we hold, have it corrected, sent to a third party or deleted (subject to our need to hold data for legal reasons).

We process all data in the UK but where we need to disclose data to parties outside the European Economic Area (EEA) we will take reasonable steps to ensure the privacy of your data. In order to protect our legal position, we will retain your data for a minimum of 7 years. We have a Data Protection regime in place to oversee the effective and secure processing of your data.

We agree to keep all information provided by you to us confidential, save that you authorise us to:

- a) pass your data to other organisations, such as insurers, auditors, external consultants, credit providers, banks, financial transaction processors, crime and fraud prevention agencies and databases and regulators.
- b) share such information with our own insurers and professional advisors on terms that preserve confidentiality or where we are required by law or by order of the court to disclose such confidential information.

However, we will not be bound to keep any information confidential where it is or becomes in the public domain, it was already known to us or becomes known to us independently of you, or if you authorise us to disclose such information.

If you wish to complain about how we have handled your data, you can contact us and we will investigate the matter. If you are not satisfied with our response or believe we are processing your data incorrectly you can complain to the Information Commissioner's Office Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF Tel: 0303 123 1113

Access to Premises

By prior arrangement, access to your premises must be allowed, when required for underwriting or claims purposes.

Credit Referencing and Personal Credit Checks

In order to be able to offer premium finance and more favourable terms, certain insurers may, from time to time, carry out credit checks using external credit agencies. Such checks will appear on your credit file regardless of whether or not your application for cover proceeds. If you require clarification on this matter or would prefer such checks to not be carried out, please contact us immediately.

When you ask us to obtain quotations for personal insurance products, you should be aware that some of the insurers we approach will carry out personal credit checks as part of the underwriting process. This means they will review information held by a credit agency. Whilst a record of the search will be added to your credit history, we are advised that this will not have any detrimental effect on your credit rating or history.

To comply with Consumer Credit legislation, providers of personal credit are required to carry out affordability assessments before making advances of credit. This means that whenever we are asked to arrange personal premium finance, we will pass your name, address and date of birth to the finance provider, to enable it to carry out an assessment. In assessing your application, the provider may search information held by a credit reference agency. Please note the credit reference agency will add details of the search and your application to their records.

Documentation

We will issue documentation in a timely manner confirming the basis of the cover including commencement date, period of cover, certificates, policy documents, a statement of demands and needs and payment details. You should ensure that the cover meets your requirements and that documentation is kept safe and secure. Any changes will be explained and if you are a Consumer, you have the right to request a new policy document at renewal.

We recommend that you keep policy documents for as long as a claim is possible under the policy. If your policy included Employers' Liability insurance it is prudent to

keep a copy of all Employers' Liability Certificates issued indefinitely.

Awareness of Policy Terms

It is your responsibility to read all of your policy documents to satisfy yourself that the cover meets your requirements. Specific attention is brought to relevant conditions, exclusions and limitations that may be included in your policy documents. Should you have any queries, or concerns, please contact us immediately.

Settlement Terms and Methods of Payment

We will be responsible for issuing invoices and/or arranging finance for all new, renewal or mid-term alterations within appropriate timescales and will make it clear when payment is due. You will be responsible for prompt payment of premiums due to enable us to make payments to insurers in accordance with the agreed terms of business. We normally accept payment by cheque, debit or credit card, or by BACS transfer. We reserve the right to apply a charge of £10 should your bank refuse to honour a cheque provided by you. Where any part of a Premium or Insurance Premium Tax is outstanding, we may withhold any Policy documents, Certificates, No Claims Discounts proof or other documentation pending full payment of such outstanding Premium and Insurance Premium Tax. We will ensure that you have full details of your insurance cover and any documents you are required to have by law. Please note that, should you choose to pay using a third party premium finance provider, any default on your part may incur additional charges. Should the finance provider cancel the arrangement, following default, they may then invoice us for the outstanding premium. In these circumstances, we may cancel your policy, retain the return premium from the insurer and pursue you directly for any outstanding balance.

We have no obligation to fund any premiums on your behalf and cannot be held responsible for any loss which you may suffer as a result of a policy being cancelled or otherwise prejudiced due to late payment of a premium where the delay is attributable to you.

Handling Client Money and/or Insurer Money

Client money is money of any currency that we receive and hold in the course of carrying on insurance distribution activities on your behalf (e.g. premiums, claim settlements and refunds). We hold client money in

a Client Bank Account under a Statutory Trust. For the purpose of some transactions, client money may pass through other authorised intermediaries before the insurer receives it. In order to complete an insurance transaction for you, your money may be passed to a third party outside the UK. Differences in the legal and regulatory regime outside the UK mean that your money may not be treated in the same way as it is in the UK in the event of a third party failing. You may ask us not to transfer your money outside the UK. Any interest earned on client money will be retained by BHIB Insurance Brokers and will not be paid to customers. Where we collect and hold money as an agent of the insurer we may also hold that money in the same Client Bank Account.

Our Remuneration

Our remuneration for the services we provide to you will either be in the form of commission from the insurers and premium finance providers with whom we place business (being a percentage of your payment), specific fees, payable by you, or a combination of the two. Any fees, and the reason for them, will be notified to you in advance and are non-refundable in the event of cancellation. We reserve the right to retain commission if you cancel or adjust a policy. We may also earn income from insurers based on the overall performance of our account with them and not directly related to your insurances and may additionally receive payment in return for the transfer of work involved in the administration of certain policies on behalf of insurers. If you would like details of any commission, remuneration or payment that we receive for arranging the insurance, finance and any additional general insurance related activities, please contact us.

Cancellation Rights

Your insurance contract may include a cancellation clause and you may have the right to cancel your policy. If you decide to cancel your insurance contract within any stipulated timeframe and you have not made a claim on the policy, you may be entitled to receive a refund of any premium paid, less any reasonable costs incurred by the insurer in providing the cover and/or by BHIB in arranging the cover. The terms of your policy may allow insurers to retain the premium in full or to charge short period premiums in the event of cancellation before the policy expires. Please check your policy documentation

for further information or ask for clarification. Please note our commission and, where appropriate, fees are earned in full from the date insurance cover commences and will not be refundable in the event of cancellation, avoidance or early termination of a policy.

Please contact us if you wish to cancel any policy that we have arranged for you. Customers acting personally and outside their trade or profession (Consumers) will usually have a legal right to cancel policies for any reason, subject to no claims having occurred, and within 14 days of receiving the full terms & conditions. You will always be advised where this right applies. A charge may apply for the period of cover provided. Cancellation under this right must be in writing, prior to expiry of the cancellation period.

Claims

If you need to make a claim, please contact us immediately. If you are unsure whether or not to make a claim, please contact us for advice. Failure to adhere to the notification requirements of insurers, as set out in their policy document, may entitle insurers to refuse settlement of the claim, in whole or in part. Except where otherwise agreed, we will provide claims handling services during the policy period. These services can be continued beyond our appointment as your broker, subject to a separate fee to be agreed at the time. Our service can include notification of the claim direct to insurers in accordance with the relevant policy claims procedure.

In certain circumstances late notification may result in a claim being rejected.

If the claim involves damage to your property, please do not:

- Dispose of damaged items
- Authorise repair work (except in an emergency or to prevent further damage)

until your insurers or we advise that you can.

If your claim involves damage to third party property or injury to persons please pass copies of all correspondence, including solicitors letters, to us immediately and unanswered. Any attempts to negotiate or respond to the incident, without prior reference to your insurers or us, may prejudice your cover.

Complaints

We recognise the importance of service and set ourselves high standards. Should there be an occasion when we do not meet your expectations or you wish to request a copy of our complaints procedures, please contact our Compliance Officer, either in writing to our office address or by telephone to 0116 281 9100. We are committed to dealing with any complaint in a thorough and professional manner. If we cannot resolve your complaint by close of business on the third working day after receipt, we will acknowledge your complaint, in writing, within 5 business days, and will advise you of when you may expect to receive a response. Your complaint will be dealt with by a senior and independent member of our senior management team who will ensure that the investigation will be fair and unbiased. If your complaint does not relate to a product or service that we have provided, or which should more appropriately be referred to another organisation, we will advise you of this fact, in writing, within 5 business days of receipt of your complaint and, where possible, provide details of to whom your complaint should be redirected. We will provide you with a full written response to your complaint within 4 weeks of receiving it, unless your complaint is sufficiently complicated to warrant longer investigation. If the written response cannot be given to you within 4 weeks, we will inform you, in writing of the reasons why and when you can expect to receive our final response. If you are a Consumer or a Commercial Client with a turnover of less than £6.5 million and fewer than 50 staff and are dissatisfied with our final response to your complaint, or if the investigation is not concluded within eight weeks, you have the right to refer the matter to the Financial Ombudsman Service (FOS) whose jurisdiction extends to cover general insurance distribution and consumer credit activities. They may be contacted at The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square London E14 9SR, telephone number 0800 023 4567, e-mail: complaint.info@financial-ombudsman.org.uk.

Termination of Authority

You may terminate our authority to act on your behalf with 14 days written notice or as otherwise agreed. Notice of this termination must be given in writing and will take effect from the date of receipt. Termination is without prejudice to any transactions already initiated

unless otherwise agreed in writing. You will be liable to pay for any transactions or adjustments effective prior to termination and we will be entitled to retain any and all fees or brokerage payable in relation to policies placed by us prior to the date of termination.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS should you incur a loss and if we cannot meet our obligations. This depends on the type of insurance transacted and the circumstances of the claim. Further details about the compensation scheme arrangements are available from the Financial Services Compensation Scheme (FSCS), 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU, Telephone Number: 0800 678 1100 or 020 7741 4100 (Monday to Friday 09:00 to 17:00 excluding public holidays) and website www.fscs.org.uk

Third Party Rights

Unless otherwise agreed between us in writing, no term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999. All activities undertaken by us as outlined in this Agreement are provided by us for your exclusive use and all data, recommendations, proposals, reports and other services are for your sole use. You agree not to permit access by any third party to this information without our express written permission.

Limitation of Liability

We do not accept any responsibility or liability to you under any circumstances for any:

Special, indirect or consequential loss or damage or any loss of profit, income, anticipated savings, production or accruals; or

Loss following declinature of a claim, or reduction of any claim indemnity payment or avoidance of your policy by an insurer which results from your:

failure to provide complete and/or accurate information which we or your insurer have requested from you in quoting for any risk we place on your behalf;

breach of any terms, conditions or warranties within your policy of insurance; or

failure to comply with any of the claims conditions in your policy of insurance.

Sub-clauses ii) and iii) above do not apply where such breach or failure was caused as a direct result of a breach of duty in the provision of professional services.

Unless otherwise agreed in writing, our total aggregate liability to you in respect of any one claim or series of related claims shall not exceed £10,000,000 (Ten Million Pounds Sterling).

Our liability to you shall also be limited the extent of our responsibility for any loss, taking into account the responsibility of other parties, including you and any sub-broker or placing broker. You agree that our liability

shall not be increased by your inability to recover from such other person or party, or your decision not to recover from any other person or party.

Nothing in these terms excludes or limits our liability for death or personal injury caused by our negligence, or for any fraud, fraudulent misrepresentation or breach of any regulatory obligation.

Governing Law

This Agreement, which sets out our terms of business with you, will be governed by English Law.

YOU ARE DEEMED TO HAVE ACCEPTED THESE TERMS OF BUSINESS AND GIVE YOUR CONSENT FOR US TO OPERATE IN THE WAYS DESCRIBED, UNLESS YOU ADVISE US OTHERWISE WITHIN 7 DAYS OF RECEIPT.

Premium Finance Information Sheet

Important Information

Should you opt to pay for your insurance premium by premium finance, please ensure that you read the terms and conditions of the premium finance agreement before signing it.

Please be aware that as a condition of the agreement you assign all rights, title and interest to any policy finance through the above arrangement to Close Brothers Premium Finance, along with any sums payable to you by virtue of that policy.

To assess your application, Close Brothers Premium Finance will carry out an anti-money laundering assessment and may use credit scoring, credit reference agencies and automated decision-making systems. Where a credit check is used, it will leave a footprint on your credit record and may affect your credit rating. If your application is unsuccessful, Close Brothers Premium Finance will notify you in writing and you will then need to find an alternative way to pay for your insurance premium.

Introduction

For the purpose of arranging premium finance, BHIB Limited ("BHIB") acts as a credit broker. BHIB works with Close Brothers Limited T/As Close Brothers Premium Finance ("CBPF") to arrange premium finance for our insurance clients. BHIB receives a commission from CBPF for introducing customers to them. BHIB will provide you with information about this monthly payment option on a non-advised basis and will not give you advice as to the choice of the finance provider or the suitability of the premium payment product. **You will need to make your own decision about how to proceed.**

Affordability

Please consider the following statements as these form part of your application for credit should you decide to apply for finance:

- **Taking into account your company's/partnership's recent and projected income and expenditure, you have sufficient free cash flow to meet the minimum monthly repayments for this credit agreement.**
- **You are not aware of any circumstances that could affect the affordability of your company/partnership to meet the minimum monthly repayments on time for the lifetime of this credit agreement.**

If you are unable to confirm that these statements are true, then you should contact your usual BHIB contact, before making an application for credit.

Acceptance of your credit application by CBPF is subject to your company's/partnership's financial circumstances and status. Please note if you are a company/partnership consisting of four or more persons you will not benefit from protection under the Consumer Credit Act 1974 or the Consumer Credit Sourcebook ("CONC") of the Financial Conduct Authority.

The Agreement & Welcome Pack

You will be applying for a Running Account Credit Agreement with CBPF to pay your company's/partnership's insurance premiums. If your application for credit is accepted, CBPF will send you a Welcome Pack. This pack will contain the Pre-contract Credit Information ("PCCI") sheet, a question and answer sheet and a Direct Debit mandate. It will also include two copies of the credit agreement and outline the payments that you will need to make and the dates that they are due, as well as any other costs CBPF may charge.

The Welcome Pack from CBPF will include full information about the credit agreement. It is important that you read all of this information carefully and take time to consider it, especially the terms and conditions of the credit agreement. This information will help you confirm whether or not this credit agreement is the right product for your company/partnership.

Important Information

There is some important information that you need to know about the credit agreement:

- If your company/partnership fails to make a minimum monthly payment on time you will be charged a default fee of £30 (for loans under £5,000) or £50 (for loans over £5,000), which will be collected along with the missed payment.
- If CBPF is unable to collect under the Direct Debit Instruction, they may cancel your company's/partnership's agreement. You may be charged a cancellation fee of £15 (for loans under £5,000) or £125 (for loans over £5,000).
- Your company/partnership will be liable to pay all sums owing and any charges CBPF may issue.
- Missing payments may also affect your company's/partnership's credit rating, may lead to legal proceedings, which in some cases may make it more difficult for your company/partnership to obtain credit in the future and can lead to the cancellation of your company's/partnership's insurance policy.
- Your company/partnership can repay the credit agreement in full at any time or make a partial repayment.

If you wish to proceed with the credit agreement, you must sign and return one copy of the credit agreement to CBPF promptly. If you do not return the signed agreement, your company's/partnership's insurance cover may be affected unless you make alternative arrangements with BHIB to pay for the insurance cover. Please note that this credit product is only appropriate for the funding of your company's/partnership's insurance policy and associated costs and not for any other purpose.

Direct Debit

To go ahead with the credit agreement on the basis outlined above, you will be required to provide BHIB with your company's/partnership's bank details. Please contact your usual BHIB contact to provide the name on the account, the sort code and the account number. Your personal information and the bank details that you provide to us will be shared with CBPF.

To set up a Direct Debit, you and your company/partnership must:

- Hold a UK bank or building society account.
- Be able to authorise debits from your company's/partnership's account.
- Be able to confirm that you are not aware of any circumstances that could affect CBPF's decision to offer you this finance agreement, including your company's/partnership's ability to afford the minimum monthly payments.

The company name which will appear on your company's/partnership's bank statement against the Direct Debit will be [Close]. You have the right to cancel the direct debit at any time, but if you do so, you will need to find another way to pay for the insurance as CBPF only take payment by direct debit.

Direct Debit Guarantee

In future, if there is a change to the date, amount, or frequency of your Direct Debit, CBPF will always give you two working days' notice in advance of your account being debited. In the event of an error, you are entitled to an immediate refund from your bank or building society. You have the right to cancel at any time and this guarantee is offered by all the banks and building societies that accept instructions to pay Direct Debits. A copy of the safeguards under the Direct Debit Guarantee will be sent to you with your confirmation letter from CBPF.

Future Transactions

Subject to your credit application being successful; the credit agreement requires no further signatures for future transactions such as renewal and mid-term adjustments. If you do not wish us to add future renewal transactions to your company's/partnership's account, it is important that you inform us prior to your renewal date.

Withdrawing from the credit agreement

You have the right to withdraw from the credit agreement without giving any reason before the end of a period of 14 days beginning on the day after the day on which you receive a copy of the agreement signed by CBPF. If you wish to withdraw you must give notice by one of the following methods:

- By calling CBPF on 0333 321 8566;
- By email to infopf@closebrothers.com; or
- By post or delivery of the notice to CBPF.

If you do give notice, you must repay the amount of any drawing that has been made without delay and in any event by no later than 30 days after giving notice. You will not be required to pay any interest or charges. If you withdraw from the credit agreement leaving sums outstanding, CBPF may notify credit reference agencies.

Data Protection

To provide our services, we need to collect and use information about individuals such as their name and contact details, as well as special categories of personal data (e.g., about their health information) [and information about criminal convictions and offences]. The purposes for which we use personal data may include arranging insurance cover, handling claims, for crime prevention. More information about our use of personal data is provided in [Privacy Policy - BHIB Insurance Brokers](#). You can also request a copy from our Data Protection Officer at: Data Protection Officer, BHIB Limited, AGM House, 3 Barton Close, Grove Park, Enderby, Leicester, LE19 1SJ.

Providing the services may involve the disclosure of personal data to third parties such as insurers, reinsurers, loss adjusters, premium finance providers, sub-contractors, our affiliates and to certain regulatory bodies who may require your information themselves for the purposes described in the BHIB Privacy Notice.

Depending on the circumstances, the use of personal data described in this notice may involve a transfer of data to countries outside of the UK and the European Economic Area that have less robust data protection laws. Any such transfer will be done with appropriate safeguards in place.

In some circumstances, we (and other insurance market participants) may need to collect and use special categories of personal data (e.g., health information) [and/or information relating to criminal convictions and offences]. Generally, we are able to do this because it is necessary for the insurance activities that we undertake or for fraud prevention purposes.

Where you are providing us with information about a person other than yourself, you agree to notify them of our use of their personal data and, if requested by us, obtain their consent to our use of any special categories of personal data such as health information and information relating to criminal convictions and offences (e.g., by requiring the individual to sign a consent form).

Finally

If you do not get your Welcome Pack from CBPF within five working days of being successful in applying for credit agreement, or you have any questions about your company's/partnership's credit agreement, please call CBPF on 0333 321 8566. Please remember that you must sign and return the agreement and Direct Debit mandate as soon as possible. If you do not return it within 14 days your company's/partnership's insurance cover may be affected.