



LEDBURY TOWN COUNCIL

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2 May 2025

To: All Members of Ledbury Town Council

Dear Member

You are hereby summoned to attend the Annual Meeting of **LEDBURY TOWN COUNCIL** to be held on **Thursday, 8 May 2025 at 7.00 pm at The Burgage Hall, Church Lane, Ledbury** for the purpose of transacting the business shown in the agenda set out below.

Yours faithfully

pp 

Angela Price
Town Clerk

FILMING AND RECORDING OF COUNCIL MEETINGS

Members of the public are permitted to film or record meetings to which they are permitted access, in a non-disruptive manner. Whilst those attending meetings are deemed to have consented to the filming, recording, or broadcasting of meetings, those exercising the rights to film, record or broadcast must respect the rights of other people attending under the General Data Protection Regulations 2018 and the Data Protection Act 1998.

A G E N D A

1. **To Elect a Town Mayor for the 2025/26 Municipal Year**
(Town Mayor to make Statutory Declaration of Acceptance of Office and address the Council with their opening remarks)
2.
 - a. **Vote of Thanks to outgoing Chairman**
 - b. **Retiring Mayor's Response and closing remarks**
3. **To receive apologies for absence**
4. **To elect a Deputy Town Mayor for 2025/26 Municipal Year**

(Deputy Town Mayor to make Statutory Declaration of Acceptance of Office)

5. To receive Declarations of Interest and written requests for Dispensations

(Members are invited to declare pecuniary interests and other interests in items on the agenda as required by the Ledbury Town Council Code of Conduct for Members and by the Localism act 2011)

(Note: Members seeking advice on this item are asked to contact the Monitoring officer at least 72 hours prior to the meeting)

6. Public Participation

(Members of the public are permitted to make representations, answer questions, and give evidence of any item of business included in the agenda. The period of time, which is at the Chairman's discretion, for public participation shall not exceed 15 minutes. Each member of the public is entitled to speak once only in respect of business itemised on the agenda and shall not speak for more than five minutes. Questions/comments shall be directed to the Chairman/Mayor)

MINUTES

7. To receive and note the minutes of the Annual Council meeting held on 9 May 2024, which were formally approved and signed as a correct record at a meeting of Full Council held on 6 June 2024 (Pages 3591 - 3600)

8. To approve and sign as a correct record the minutes of a meeting of Council held on 1 May 2025 (To Follow)

9. To receive and note the minutes of the Annual Parish Meeting held on 24 April 2025 (Pages 3601 - 3604)

10. To receive and note the minutes of a meeting of the Resources Committee held on 1 May 2025 and to give consideration to any recommendations therein (To Follow)

GOVERNANCE

11. To review terms of reference for Council Committees (To Follow)

12. To appoint Membership of Council Committees for the 2025/2026 Municipal year (Pages - 3605 - 3606)

13. Suspension of Standing Orders

Members are requested to suspend Standing Orders to elect Chairs and Vice Chairs of Standing Committees

14. To elect Chairs and Deputy Chairs to the following Committees

Members elected to each committee at agenda item 12 above are required to stand for nominations of chairs and vice chairs accordingly.

- a) Environment & Leisure Committee
- b) Finance, Policy & General Purposes Committee
- c) Planning, Economy & Tourism Committee

15. Reinstatement of Standing Orders

Members are requested to reinstate Standing Orders to allow the remainder of the business of the agenda to be carried out

16. To consider and approve a draft Schedule of Meetings for the 2025/26 Municipal Year (Pages 3607)

17. To approve and adopt the Council's Standing Orders (Pages 3609 -3631)

18. To approve and adopt the Council's Financial Regulations (Pages 3633 – 3651)

19. To note the Council's Code of Conduct (Pages 3653 - 3669)

20. To appoint Council Representatives to serve on Outside Bodies (Pages 3671 - 3672)

21. To review the Council's Asset Register (Pages 3673 - 3676)

22. To review the Council's Risk Register (Pages 3677 - 3689)

23. To receive and note arrangements for the Council's insurance cover in respect of all insurable risks for 2025 (Pages 3691 - 3737)

24. To review the Corporate Plan

<https://www.ledburytowncouncil.gov.uk/uploads/Corporate%20Plan%2017.09.2020.pdf>

25. To review the following policies and procedures (Pages 3739 - 3773)

- a) Complaints Procedure
- b) Freedom of Information

- c) GDPR
- d) Social media policy

FINANCE

- 26. **To determine Cheque signatories for the 2025/26 Municipal year**
(Pages 3775 - 3776)
- 27. **To review Council's and/or staff subscriptions to other bodies for the 2025/26 Municipal Year**
(Page 3777)
- 28. **To review list of Direct Debit payments for the 2025/26 Municipal Year**
(Pages 3778 - 3779)
- 29. **To approve Invoices for payment for May 2025 (Interim)**
(To follow)
- 30. **Date of next meeting**

The next meeting of Full Council will be held on ** **** 2025, subject to approval of the Draft Schedule of Meetings at agenda item 16

Distribution: - Full agenda reports to all Councillors
Agenda reports excluding Confidential items:

- **Local Press**
- **Library**
- **Police**

LEDBURY TOWN COUNCIL

MINUTES OF THE ANNUAL COUNCIL MEETING HELD ON 9 MAY 2024

PRESENT: Councillors Bradford, Chowns, Furlonger, Harvey, Howells, Hughes, l'Anson, Morris, Newsham & Sinclair.

ALSO PRESENT: Angela Price – Town Clerk
Julia Lawrence – Deputy Town Clerk
Sophie Jarvis – Minute Taker
1 member of the public

A minute's silence was held for Members to pay their respects to all those who have lost their lives in the last 12 months.

Councillor Harvey arrived at 7:01pm.

C259. TO ELECT A TOWN MAYOR FOR THE 2024/25 MUNICIPAL YEAR

Councillor Bradford nominated Councillor Chowns, seconded by Councillor Howells.

No other nominations were received.

RESOLVED

That Councillor Stephen Chowns be duly elected to the position of Town Mayor for the 2024/25 Municipal Year.

Councillor Chowns received his Chain of Office from Councillor l'Anson, the outgoing Mayor, and made his declaration of office to the role of Town Mayor.

C260. a. VOTE OF THANKS TO OUTGOING CHAIRMAN

RESOLVED

That a vote of thanks be given to the outgoing Mayor, Councillor Helen l'Anson, for all her hard work over the past year.

b. RETIRING MAYOR'S RESPONSE AND CLOSING REMARKS

RESOLVED

The Retiring Mayor gave a short speech about her year in office following which she presented the new Mayor, Councillor Chowns, with a letter of resignation, with immediate effect.

The Mayor advised that it was regrettable that she had resigned and presented her with her Past Mayor's Badge.



Mrs l'Anson and 1 member of the public left the meeting at 7:20pm.

C261. TO RECEIVE APOLOGIES FOR ABSENCE

No apologies for absence were received.

C262. TO ELECT A DEPUTY TOWN MAYOR FOR 2024/25 MUNICIPAL YEAR

Councillor Hughes nominated Councillor Harvey; this was seconded by Councillor Howells, a vote took place 6 members voted for, 2 voted against and 1 abstained.

No other nominations were received.

RESOLVED

That Councillor Harvey be duly elected to the position of Deputy Town Mayor for the 2024/25 Municipal Year.

Councillors Bradford and Sinclair left the meeting at 7:24pm.

C263. TO RECEIVE DECLARATIONS OF INTEREST AND WRITTEN REQUESTS FOR DISPENSATIONS

Councillors Harvey and Morris declared a pecuniary interest in agenda item no. 12 – 'To receive and note the minutes of a meeting of the Environment & Leisure Committee held on 2 May 2024 and to give consideration to any recommendations therein' - Bye Street toilets due to them both being Members of 'Love Ledbury'.

Councillor Morris declared a pecuniary interest in agenda item no. 32 – 'Recommendation from John Masefield Memorial Working Party'.

Councillor Furlonger declared a personal interest in agenda item no. 32 – 'Recommendation from John Masefield Memorial Working Party'.

RESOLVED

That when these items were to be discussed the Councillors who had made a declaration of interest would leave the room.

C264. PUBLIC PARTICIPATION

RESOLVED

No members of the public were present.

C265. TO RECEIVE AND NOTE THE MINUTES OF THE ANNUAL COUNCIL MEETING HELD ON 11 MAY 2023, HAD BEEN FORMALLY APPROVED

AND SIGNED AS A CORRECT RECORD AT A MEETING OF FULL COUNCIL HELD ON 25 MAY 2023

RESOLVED

That the minutes of the Annual Council meeting held on 11 May 2023 be received and noted.

C266. TO APPROVE AND SIGN AS A CORRECT RECORD THE MINUTES OF A MEETING OF COUNCIL HELD ON 28 MARCH AND THE RECONVENED MEETING HELD ON 10 APRIL 2024

RESOLVED

That the minutes of the meeting of Full Council held on 28 March and 10 April 2024 be approved and signed as a correct record.

C267. TO RECEIVE AND NOTE THE MINUTES OF THE ANNUAL PARISH MEETING HELD ON 25 APRIL 2024

RESOLVED

That the minutes of the Annual Parish Meeting, held on 25 April 2024, be received and noted.

C268. TO RECEIVE AND NOTE THE MINUTES OF A MEETING OF THE RESOURCES COMMITTEE HELD ON 4 APRIL 2024 AND TO GIVE CONSIDERATION TO ANY RECOMMENDATIONS THEREIN.

RESOLVED

1. That the minutes of a meeting of the Resources Committee held on 4 April 2024, be received and noted.
2. That the Clerk be authorised to proceed with advertising for an apprentice Administrator.
3. That the Clerk be authorised to proceed with an advertisement for a part-time administrator role (20-hours per week) to support the Clerk.

C269. TO RECEIVE AND NOTE THE MINUTES OF MEETINGS OF THE PLANNING, ECONOMY & TOURISM COMMITTEE HELD ON 11 APRIL 2024 AND TO GIVE CONSIDERATION TO ANY RECOMMENDATIONS THEREIN.

RESOLVED

1. That the minutes of the Planning, Economy & Tourism Committee held on 11 April 2024 were received and noted.



2. That Ledbury Town Council do not pursue electric hopper buses for Ledbury at this time due to the information acquired from various investigations into the provision. However, the Town Council will keep a watching brief on how Hereford and other cities manage theirs.

Councillors Harvey and Morris left the meeting at 7:53pm.

C270. TO RECEIVE AND NOTE THE MINUTES OF A MEETING OF THE ENVIRONMENT & LEISURE COMMITTEE HELD ON 2 MAY 2024 AND TO GIVE CONSIDERATION TO ANY RECOMMENDATIONS THEREIN.

RESOLVED

1. That the minutes of a meeting of the Environment & Leisure Committee held on 2 May 2024 were received and noted.
2. That the current lease on the Bye Street toilets be investigated, to establish the length of the current lease.
3. If the lease is due to expire soon Ledbury Town Council look at taking it over.
4. That Ledbury Town Council work with Love Ledbury to ensure that the public toilets are open for events in Ledbury, such as Community Day, Ledbury Celebration etc. whilst the lease is being investigated.
5. That Ledbury Town Council work in partnership with NMITE and Ledbury Places to identify a project(s) and the opportunity to be involved in developing a Heritage Asset Master Plan for the benefit of the buildings within the respective ownership and management.

Councillors Harvey and Morris rejoined the meeting at 8:04pm.

C271. TO REVIEW THE COMMITTEE STRUCTURE AND DELEGATION ARRANGEMENTS FOR COUNCIL COMMITTEES, SUB-COMMITTEES AND STAFF, AND APPROVE THE TERMS OF REFERENCE FOR STANDING COMMITTEES FOR THE 2024/25 MUNICIPAL YEAR.

Discussion took place in respect of the review of the committee structure which Councillors had been working on over the past twelve months. Concerns were raised that with the loss of former Councillor McAll, who had been key in respect of this project, how this would now progress. There were concerns that the Terms of Reference provided with the agenda were not yet aligned with the planned committee structure and the effect this will have on other governance documents.

It was proposed that the change to the committee structure be delayed and reviewed in September 2024, to allow time to ensure all policies and procedures are aligned and that the Council is not doing anything that goes against the statutory requirements for Full Council to make certain decisions.



RESOLVED

1. That the progress made in respect of the Committee Structure review be noted as the way forward, but that adoption of these be deferred until September 2024, to allow time to build a framework and the potential co-option of more Councillors.
2. That the Membership of the Council's Standing Committees for the 2024/25 Municipal Year be as follows:

Environment & Leisure Committee

**Councillor Chowns
Councillor Furlonger
Councillor Hughes
Councillor Newsham**

Finance, Policy & General Purposes Committee

**Councillor Harvey
Councillor Howells
Councillor Hughes
Councillor Newsham
Councillor Chowns (Ex-officio)**

Planning, Economy & Tourism Committee

**Councillor Furlonger
Councillor Harvey
Councillor Howells
Councillor Hughes
Councillor Morris
Councillor Chowns (Ex-officio)**

Resources I Committee

To consist of the Mayor, Deputy Mayor, and Chairs of the Standing Committees with the vice-chairs as substitutes.

C272. SUSPENSION OF STANDING ORDERS

RESOLVED

That Standing Orders be suspended to elect Chairs and Vice Chairs to the Council Committees for the 2024/25 Municipal Year.



C273. TO ELECT CHAIRS TO THE COMMITTEES FOR THE 2024/25 MUNICIPAL YEAR

RESOLVED

That the following Councillors be elected to act as Chair and Vice Chair for Standing Committees:

Committee	Chair	Vice Chair
Environment & Leisure	Councillor Hughes	Councillor Furlonger
Finance, Policy & General Purposes	Councillor Newsham	Councillor Harvey
Planning, Economy & Tourism	Councillor Morris	Councillor Furlonger
Resources	The Mayor	The Deputy Mayor

C274. REINSTATEMENT OF STANDING ORDERS

RESOLVED

That the Standing Orders were reinstated.

C275. TO CONSIDER AND APPROVE A DRAFT SCHEDULE OF MEETINGS FOR THE 2024/25 MUNICIPAL YEAR

RESOLVED

That Appendix 4 be approved as the Schedule of Meetings for the 2024/25 Municipal Year subject to the Resources Committee be added to the below dates.

- 4 July 2024
- 5 September 2024
- 7 November 2024

C276. TO APPROVE AND ADOPT THE COUNCIL'S STANDING ORDERS

RESOLVED

That the Council's Standing Orders be approved and adopted, with no amendments.

C277. TO APPROVE AND ADOPT THE COUNCIL'S FINANCIAL REGULATIONS

RESOLVED

That the Council's Financial Regulations be approved and adopted, incorporating the recommended changes, as provided by the Clerk.



C278. TO NOTE THE COUNCIL'S CODE OF CONDUCT

RESOLVED

That the Council's Code of Conduct be received and noted.

C279. SUSPENSION OF STANDING ORDER 3(x)

RESOLVED

That Standing Order 3(x) be suspended for a period of 30 minutes to enable the remaining business of the agenda to be completed.

C280. TO APPOINT COUNCIL REPRESENTATIVES TO SERVE ON OUTSIDE BODIES

RESOLVED

1. That the following Members be elected as Outside Body Representatives for the 2024/25 Municipal year:

OUTSIDE BODY	COUNCILLOR REPRESENTATIVE 2024/25
Age Concern	Councillor Morris
Community Choir	Town Mayor (President)
Community Hall Association	Councillor Hughes Councillor Morris
HALC Executive Committee	Town Mayor
Herefordshire Council- Parish Summits	Appropriate Chair or Vice Chair
Ledbury Carnival Association	Be deferred to the next meeting of Full Council on 6 June 2024.
Ledbury Consolidated Charities	Be deferred to the next meeting of Full Council on 6 June 2024.
Ledbury in Bloom	Councillor Howells Councillor Morris
Ledbury Strömstad Twinning	Town Mayor Councillor Howells
Ledbury Food Group	Councillor Morris
Ledbury Food Bank	The Mayor Councillor Morris
Ledbury Children's Centre	Town Mayor
RMTG Local Councillor Panels – Rural Vulnerable Young & Older People	Clerk to check if they are still in need of representatives.
John Masefield Society	Councillor Morris



2. That the Clerk write to all organisations in receipt of grants to request an annual report to Council.
3. That the following Representatives for Outside Bodies be deferred to the next meeting of Full Council on 6 June 2024.
 - Ledbury Carnival Association
 - Ledbury Consolidated Charities
 - RMTG Local Councillor Panels – Rural Vulnerable Young & Older People
4. That Councillor Representative provide either written or verbal reports back to Full Council.

C281. TO REVIEW THE COUNCIL'S ASSET REGISTER

RESOLVED

That the asset register be received and noted.

C282. TO REVIEW THE COUNCIL'S RISK REGISTER

RESOLVED

That the Risk Register be received and noted.

C283. TO RECEIVE AND NOTE ARRANGEMENTS FOR THE COUNCIL'S INSURANCE COVER IN RESPECT OF ALL INSURABLE RISKS FOR 2024

RESOLVED

That the arrangements for the Council's insurance cover in respect of all insurable risks be received and noted.

C284. CORPORATE PLAN

RESOLVED

1. That all Committees give consideration the Corporate Plan as an agenda item for the first meeting of the Municipal Year.
2. That the Corporate Plan be amended ahead of the proposed committee structure meeting in September 2024.

C285. TO REVIEW THE FOLLOWING POLICIES AND PROCEDURES

- a. Complaints Procedure
- b. Freedom of Information
- c. GDPR



d. Social Media Policy

RESOLVED

1. That the above policies and procedures be received and noted.
2. That the typographical errors identified within the Complaints Procedure be amended.
3. That 'Twitter' be amended to the new name of 'X' within the Social Media Policy.
4. That a communications plan be drafted and submitted to a future meeting of the Finance, Policy & General Purposes Committee for consideration.

C286. TO DETERMINE CHEQUE SIGNATORIES FOR THE 2024/25 MUNICIPAL YEAR

RESOLVED

1. That Councillor Newsham replace Councillor Eakin as a cheque signatory for the 2024/25 Municipal Year.
2. That the Clerk be authorised to complete a bank mandate in respect of the change of signatory as in 1 above.
3. That the Clerk be authorised to complete a bank mandate in respect of the Mayor's Charity account to reflect the 2024/25 Mayor, noting that the Clerk and Deputy Clerk will remain signatories on this account.

C287. TO REVIEW COUNCIL'S AND/OR STAFF SUBSCRIPTIONS TO OTHER BODIES FOR THE 2024/25 MUNICIPAL YEAR

RESOLVED

That the Council's and/or staff subscriptions to other bodies for the 2024/25 Municipal Year be received and noted.

C288. TO REVIEW THE LIST OF DIRECT DEBIT PAYMENTS FOR THE 2024/25 MUNICIPAL YEAR

RESOLVED:

That the list of direct debit payments for the 2024/25 Municipal Year be received and noted.



C289. TO APPROVE INVOICES FOR PAYMENT FOR MAY 2024 (INTERIM)

RESOLVED:

That the invoices for payment for May 2024 be approved.

Councillors Furlonger and Morris left the meeting at 9:25pm.

C290. RECOMMENDATION FROM JOHN MASEFIELD MEMORIAL WORKING PARTY

RESOLVED:

That designer no. 4 be appointed to work with the John Masefield Memorial Working Party to provide a visual identity for the Masefield Matters project.

C291. DATE OF NEXT MEETING

RESOLVED

To note that the next meeting of Full Council will be held on 6 June 2024.

The meeting ended at 9:27pm.

Signed  Dated *6th June 2024*

LEDBURY TOWN COUNCIL
MINUTES OF THE ANNUAL PARISH MEETING
HELD ON
24 APRIL 2025

PRESENT: Councillors Stephen Chowns (Town Mayor), Councillor Liz Harvey (Deputy Mayor),

ALSO PRESENT: Angela Price – Town Clerk
Julia Lawrence – Deputy Town Clerk
30 Residents
1 Non-resident

a) PRESENTATION OF CITIZEN OF THE YEAR AWARDS 2025

Citizen of the Year Awards were presented to:

Mary Ann Keyes
Judith Meredith
Stuart Houghton

Ben Mowbrary was not present, and the Mayor asked Councillor Morris, who had nominated him, to receive the award on his behalf and to arrange to deliver it to Ben.

1. APOLOGIES FOR ABSENCE

No apologies for absence were received.

2. TO APPROVE AND SIGN THE MINUTES OF A TOWN MEETING HELD ON 25 April 2024.

RESOLVED:

That the minutes of the Town Meeting held on 25 April 2024 be approved and signed as a correct record.

3. CHAIRMAN'S REPORT

The Mayor stated what a privilege it had been to be the town's representative and one of the joys of going to other similar events is how many people compliment Ledbury and what a lovely place it is. The Mayor's Civic Celebration was discussed and those present were invited to attend.

He continued to say that Ledbury has continued to recover from the Covid pandemic, and that the town is a "tourist magnet" and this has been reflected in the national press upon occasion this year.

The town council staff, councillors and volunteers were commended with the Town Clerk, Angela Price, the Mayor's Secretary, Sophie Jarvis, and the Deputy Mayor, Councillor Liz Harvey, all receiving special recognition for their work throughout the year.

The Mayor thanked Rev. Phil Warrey of The Methodist Church, and also his wife and Consort, Gillian.

He stated that the Council have maintained links with HMS Ledbury, the second oldest commissioned naval vessel in the Royal Navy, with HMS Victory being the oldest.

Several matters were discussed such as the growing popularity of the poetry festival and carnival, the Youth Consultation held in 2024, the Masefield Matters project, the re-opening of the Bye Street Toilets and successful fundraising efforts for the mayor's charities through events such as Ledbury's Got Talent and the Mayor's Mile.

The Nolan Principles were discussed and shortcomings regarding two Ledbury Town Councillors were highlighted. Councillor Chowns stated that Ledbury Town Council is determined that the Council be a safe place for everyone to work, visit and engage with and we shall continue to sincerely address shortfalls in the service we provide as a council.

Depletion of councillor numbers was highlighted and the hope to co-opt more members in the coming months.

4. LEDBURY TOWN COUNCIL ANNUAL REPORT

Attendees were invited to raise questions.

Thanks were given to Council Staff for their hard work and commitment to Ledbury from a member of the public at this time.

5. TOWN COUNCIL BUDGET 2025/26

Attendees were invited to ask questions, none were raised.

Former Councillor Newsham was thanked for his help with the budget preparation.

RESOLVED:

That the information regarding the Town Council Budget 2025/26 be received and noted.

b. POLICE REPORT

PC Dean Wall was in attendance to give a report of crime in Ledbury. The main areas discussed were opportunistic theft and issues with electronic scooters. Criminal damage on the main Worcester Road was discussed and PC Wall noted that the offenders had been identified, and actions were now in process to deal with this matter. Speeding and noise nuisance was highlighted. It was noted that the Police see a lot of reports on social media, however this is often long after the event. He urged members of the public to contact the Police directly should they see something that they feel is a Police matter. Contact details for the police will be made available on the Ledbury Town Council Website after the meeting. Growing population regarding policing was discussed. Councillor Harvey highlighted the way policing is being provided differently in recent years like health services etc, it is not necessarily the "bobby on the beat". Also discussed was Neighbourhood Matters, a messaging service between the police and the wider public which is not through social media. Ledbury was described as a low crime area with little drug related issues.

6. COMMENTS AND QUESTIONS FROM ANY ELECTOR OF LEDBURY PARISH

Q1 – Question raised regarding developments and the S106 obligation to raise money and who benefits from it.

Response – It was noted that this was a question for Herefordshire Council; Councillors Simmons and Harvey, as Ward Councillors, picked this item up and provided a response. It was highlighted planning is a long process and that this includes the consideration given to Section 106 monies. The Councillors provided details of where S106 monies are currently being spent or planned to be spent in Ledbury, such as, a widened footbridge/cycle bridge over Orchard Lane, a Pelican Crossing across Bridge Street, improved sports facilities and an all-age football facility is also being discussed. The Section 106 Wishlist was discussed. Attendees were encouraged to comment on planning applications in the early stages of the planning process via the Herefordshire Council Planning Portal to help influence decision making. Residents were made aware that currently £664,700 is held from developers from Hawk Rise Developments and Hopfields. They were also advised that Bloor had made an upfront payment towards sports facilities and a further £545,000 is awaited. A Feasibility Study for expansion options regarding education is being undertaken.

Q2 – Road work closures and resurfacing was raised.

Response – This was not a matter for the Town Council but for Herefordshire Council. It was however noted that there needs to be short term sacrifice for long term gain. The roads need to be closed in order to be resurfaced. Some roadworks were due to the unplanned development and some works legally need to be carried out.

Q3 – Can the planning department insist that solar panels be put on new roofs.

Response – Residents were advised that there are rules on where they can and can't be put. Herefordshire Council has not and does not apply more than what the law requires. Positioning of the roofs is considered with developers so that if someone wants to install solar panels the roofs are in optimum positions to allow for this.

Q4 – Empty shop at 14 The High Street

Response – This was a question for Hereford Council. Officers are aware of the dilapidations and the overall effect in the high street regarding the empty premises. It is a slow but moving process.

Q5 – The Old Methodist Church

Residents were advised that planning permission has been granted for alterations to this building, however currently there are no plans to proceed with this.

The meeting ended at 8.12 pm.

Signed Dated
(Chair)

ANNUAL MEETING	8 MAY 2025	AGENDA ITEM: 12
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Report prepared by Angela Price – Town Clerk

TO APPOINT THE STANDING COMMITTEES FOR THE 2025/26 MUNICIPAL YEAR

Purpose of the Report

The purpose of this report is to outline the structure of the Council's Standing Committees for the 2025/26 municipal year and to seek the appointment of Members to serve on those Committees.

Background and Detailed Information

Committee Structure

The Council currently has four Standing Committees:

- Environment and Leisure
- Finance, Policy and General Purposes
- Planning, Economy and Tourism
- Resources

During the 2024/25 municipal year, the Council resolved to suspend committee meetings in favour of regular full Council meetings. This decision was based on concerns over maintaining a quorum due to a high number of Member vacancies.

It is proposed that this arrangement, holding regular Council meetings in place of Committee meetings, continues until Council determines that there is sufficient membership to support the return to fully operational Committees.

Proposed Action

Notwithstanding the continuation of regular Council meetings, it is recommended that Committee membership be considered at this meeting. Appointing Members now will allow for the election of Committee Chairs and Deputy Chairs. This will ensure that leadership is in place to support senior officers and facilitate a smooth transition when the Committees are reinstated.

Currently, there are only nine serving Members. Council should therefore carefully consider how many Members to appoint to each Committee. If all Members are appointed to a Committee, it would effectively become a meeting of the Full Council, not a separate Committee.

The Mayor is entitled to attend all Committee meetings as an **ex-officio** member. As an ex-officio member, the Mayor does not have voting rights. However, should the

Mayor wish to be appointed as a full voting Member of a specific Committee, this must be stated during the appointment process and formally recorded in the minutes.

Recommendations

1. That Members be appointed to the four Standing Committees for the 2025/26 municipal year, noting that the Mayor is automatically appointed as an ex-officio Member unless otherwise stated.
2. That the practice of holding regular Council meetings in place of Committee meetings, as adopted in 2024/25, continues until the Council deems it has sufficient membership to return to a Committee-based governance structure.

**LED BURY TOWN COUNCIL
SCHEDULE OF MEETINGS MAY 2025 – MAY 2026**

May	1 Resources Full Council	8 Annual Meeting	15	22 Resources Full council (A)	29
June		12 Resources Full Council	19	26	
July	3 Resources Full Council	10	17	24 Resources Full Council	31
August	8	15	22	29	
September	4	11 Resources Full Council	18	25	
October	2 Resources Full Council	9	16	23 Resources Full Council	30
November	6	13 Resources Full Council	20	27	
December	4 Resources Full Council	11	18	25 Bank Holiday	
January 2025	1 Bank Holiday	8 Resources Full Council (B)	15	22	27 Resources Full Council
February	5	12	19 Resources Full Council	26	
March	5	12 Resources Full Council	19	26	
April	2 Resources Full Council	9	16	23 Resources Full Council	30 Annual Parish Meeting
May	2 Resources Full Council	9 Annual meeting	16	23	30

(A) – Meeting to accept Internal Audit

(B) – Meeting to set annual budget and precept

Please note:

No meetings have been scheduled for August 2025. This has purposely been done to allow for a recess to facilitate councillor and staff time off during the school holidays.

All Full Council meetings will start at 7.00 pm unless otherwise advised

Resources meetings will start at either 6.00 or 6.30 pm depending on the content of the agenda.



Ledbury Town Council

Standing Orders

Adopted 28.02.19

Amended 07.11.19

Updated 26.01.21

Updated 24.06.21

Reviewed 11.05.2023(Minute no. C15)

Updated 10.05.2024

1. Rules of debate at meetings	4
2. Disorderly conduct at meetings	6
3. Meetings generally	6
4. Committees and sub-committees	9
5. Ordinary council meetings	10
6. Extraordinary meetings of the council, committees and sub-committees	12
7. Previous resolutions	12
8. Voting on appointments	12
9. Motions for a meeting that require written notice to be given to the proper officer	12
10. Motions at a meeting that do not require written notice	13
11. Management of information	14
12. Draft minutes	14
13. Code of conduct and dispensations	15
14. Code of conduct complaints	16
15. Proper officer	17
16. Responsible financial officer	18
17. Accounts and accounting statements	18
18. Financial controls and procurement	19
19. Handling staff matters	21
20. Responsibilities to provide information	21
21. Responsibilities under data protection legislation	22
22. Relations with the press/media	22
23. Execution and sealing of legal deeds	22
24. Communicating with district and county or unitary councillors	22
25. Restrictions on councillor activities	23
26. Standing orders generally	23

Introduction

These model standing orders update the National Association of Local Council (NALC) model standing orders contained in “Local Councils Explained” by Meera Tharmarajah (© 2013 NALC). Their publication contains new model standing orders which reference new legislation introduced after 2013 when the last model standing orders were published.

How to use model standing orders

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

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

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

Drafting notes

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

For convenience, the word “councillor” is used in model standing orders and, unless the context suggests otherwise, includes a non-councillor with or without voting rights.

A model standing order that includes brackets like their ‘()’ requires information to be inserted by a council. A model standing order that includes brackets like their ‘[]’ 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 chairman 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 chairman 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 chairman of the meeting, is expressed in writing to the chairman.
- 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 chairman 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 chairman of the meeting.
- k One or more amendments may be discussed together if the chairman of the meeting considers their 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 chairman 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 he is concerned by.
- q A point of order shall be decided by the chairman 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 chairman 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 chairman 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 their standing order is ignored, the chairman of the meeting shall request such person(s) to moderate or improve their conduct.
- b If person(s) disregard the request of the chairman of the meeting to moderate or improve their conduct, any councillor or the chairman 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 chairman of the meeting may take further reasonable steps to restore order or to progress the meeting. Their may include temporarily suspending or closing the meeting.

3. Meetings generally

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

- a **Meetings shall not take place in premises which at the time of the meeting are used for the supply of alcohol, unless no other premises are available free of charge or at a reasonable cost.**
- b **The minimum three clear days for notice of a meeting does not include the day on which notice was issued, the day of the meeting, a Sunday, a day of the Christmas break, a day of the Easter break or of a bank holiday or a day appointed for public thanksgiving or mourning.**
- c **The minimum three clear days' public notice for a meeting does not include the day on which the notice was issued or the day of the meeting.**
- d **Meetings shall be open to the public unless their presence is prejudicial to the public interest by reason of the confidential nature of the business to be transacted or for other special reasons. The public's exclusion from part or all of a meeting shall be by a resolution which shall give reasons for the public's exclusion.**
- e Members of the public may make representations, answer questions and give evidence at a meeting which they are entitled to attend in respect of the business on the agenda.
- f The period of time designated for public participation at a meeting in accordance with standing order 3(e) shall not exceed 15 minutes unless directed by the chairman of the meeting.
- g Subject to standing order 3(f), a member of the public shall not speak for more than 5 minutes.

- h In accordance with standing order 3(e), a question shall not require a response at the meeting nor start a debate on the question. The chairman of the meeting may direct that a written or oral response be given.
- i 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 chairman of the meeting may at any time permit a person to be seated when speaking.
- j A person who speaks at a meeting shall direct their comments to the chairman of the meeting.
- k Only one person is permitted to speak at a time. If more than one person wants to speak, the chairman of the meeting shall direct the order of speaking.
- l **Subject to standing order 3(m), a person who attends a meeting is permitted to report on the meeting whilst the meeting is open to the public. To “report” means to film, photograph, make an audio recording of meeting proceedings, use any other means for enabling persons not present to see or hear the meeting as it takes place or later or to report or to provide oral or written commentary about the meeting so that the report or commentary is available as the meeting takes place or later to persons not present.**
- m **A person present at a meeting may not provide an oral report or oral commentary about a meeting as it takes place without permission.**
- n **The press shall be provided with reasonable facilities for the taking of their report of all or part of a meeting at which they are entitled to be present.**
- o **Subject to standing orders which indicate otherwise, anything authorised or required to be done by, to or before the Chairman of the Council may in their absence be done by, to or before the Vice-Chairman of the Council (if there is one).**
- p **The Chairman of the Council, if present, shall preside at a meeting. If the Chairman is absent from a meeting, the Vice-Chairman of the Council (if there is one) if present, shall preside. If both the Chairman and the Vice-Chairman are absent from a meeting, a councillor as chosen by the councillors present at the meeting shall preside at the meeting.**
- q **Subject to a meeting being quorate, all questions at a meeting shall be decided by a majority of the councillors and non-councillors with voting rights present and voting.**
- r **The chairman 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.**

s

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

- t **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.
- u 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.
- v **A councillor or a non-councillor with voting rights who has a disclosable pecuniary interest or another interest as set out in the Council's code of conduct in a matter being considered at a meeting is subject to statutory limitations or restrictions under the code on their right to participate and vote on that matter.**
- w **No business may be transacted at a meeting unless at least one-third of the whole number of members of the Council are present and in no case shall the quorum of a meeting be less than three.**

See standing order 4d(viii) for the quorum of a committee or sub-committee meeting.

- x **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.
- y A meeting shall not exceed a period of 2.5 hours (2 hours plus no more than 30 minutes extra to complete the business on the agenda)

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 (4) days before the meeting that they are unable to attend;
 - vi. shall, after it has appointed the members of a standing committee, appoint the chairman of the standing committee;
 - vii. shall permit a committee other than a standing committee, to appoint its own chairman at the first meeting of the committee;
 - viii. shall determine the place, notice requirements and quorum for a meeting of a committee and a sub-committee which, in both cases, shall be no less than three;
 - ix. shall determine if the public may participate at a meeting of a committee;
 - x. shall determine if the public and press are permitted to attend the meetings of a sub-committee and also the advance public notice requirements, if any, required for the meetings of a sub-committee;
 - xi. shall determine if the public may participate at a meeting of a sub-committee that they are permitted to attend; and
 - xii. may dissolve a committee or a sub-committee.

5. Ordinary council meetings

- a In an election year, the annual meeting of the Council shall be held on or within 14 days following the day on which the councillors elected take office.**
- b In a year which is not an election year, the annual meeting of the Council shall be held on such day in May as the Council decides.**
- c If no other time is fixed, the annual meeting of the Council shall take place at 6pm.**
- d In addition to the annual meeting of the Council, at least three other ordinary meetings shall be held in each year on such dates and times as the Council decides.**
- e The first business conducted at the annual meeting of the Council shall be the election of the Chairman and Vice-Chairman (if there is one) of the Council.**
- f The Chairman of the Council, unless they have resigned or becomes 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-Chairman of the Council, if there is one, unless they resigns or becomes disqualified, shall hold office until immediately after the election of the Chairman of the Council at the next annual meeting of the Council.**
- h In an election year, if the current Chairman of the Council has not been re-elected as a member of the Council, they shall preside at the annual meeting until a successor Chairman of the Council has been elected. The current Chairman of the Council shall not have an original vote in respect of the election of the new Chairman 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 Chairman of the Council has been re-elected as a member of the Council, they shall preside at the annual meeting until a new Chairman of the Council has been elected. He may exercise an original vote in respect of the election of the new Chairman of the Council and shall give a casting vote in the case of an equality of votes.**
- j Following the election of the Chairman of the Council and Vice-Chairman (if there is one) of the Council at the annual meeting, the business shall include:**
 - i. In an election year, delivery by the Chairman of the Council and councillors of their acceptance of office forms unless the Council resolves for their to be done at a later date. In a year which is not an election year, delivery by the Chairman 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 arrangements (including legal agreements) with other local authorities, not-for-profit bodies and businesses.
- xi. Review of representation on or work with external bodies and arrangements for reporting back;
- xii. In an election year, to make arrangements with a view to the Council becoming eligible to exercise the general power of competence in the future;
- xiii. Review of inventory of land and other assets including buildings and office equipment;
- xiv. Confirmation of arrangements for insurance cover in respect of all insurable risks;
- xv. Review of the Council's and/or staff subscriptions to other bodies;
- xvi. Review of the Council's complaints procedure;
- xvii. Review of the Council's policies, procedures and practices in respect of its obligations under freedom of information and data protection legislation (*see also standing orders 11, 20 and 21*);
- xviii. Review of the Council's policy for dealing with the press/media;
- xix. Review of the Council's employment policies and procedures;
- xx. Review of the Council's expenditure incurred under s.137 of the Local Government Act 1972 or the general power of competence.
- xxi. Determining the time and place of ordinary meetings of the Council up to and including the next annual meeting of the Council.

6. Extraordinary meetings of the council, committees and sub-committees

- a **The Chairman of the Council may convene an extraordinary meeting of the Council at any time.**
- b **If the Chairman 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 chairman 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 chairman of a committee [or a sub-committee] does not call an extraordinary meeting within 7 days of having been requested to do so by 2 members of the committee [or the sub-committee], any 2 members of the committee [or the sub-committee] may convene an extraordinary meeting of the committee [or a 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 6 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. Their 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 chairman of the meeting.

9. Motions for a meeting that require written notice to be given to the proper officer

- a A motion shall relate to the responsibilities of the meeting for which it is tabled and in any event shall relate to the performance of the Council's statutory functions, powers and obligations or an issue which specifically affects the Council's area or its residents.
- b No motion may be moved at a meeting unless it is on the agenda and the mover has given written notice of its wording to the Proper Officer at least 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 resubmits 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 chairman 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.**
- b **The Council shall have in place, and keep under review, policies for the retention and safe destruction of all information (including personal data) which it holds in paper and electronic form. The Council's retention policy shall confirm the period for which information (including personal data) shall be retained or if their 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

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

- a If the draft minutes of a preceding meeting have been served on councillors with the agenda to attend the meeting at which they are due to be approved for accuracy, they shall be taken as read.
- b There shall be no discussion about the draft minutes of a preceding meeting except in relation to their accuracy. A motion to correct an inaccuracy in the draft minutes shall be moved in accordance with standing order 10(a)(i).
- c The accuracy of draft minutes, including any amendment(s) made to them, shall be confirmed by resolution and shall be signed by the chairman of the meeting and stand as an accurate record of the meeting to which the minutes

relate.

- d If the chairman of the meeting does not consider the minutes to be an accurate record of the meeting to which they relate, he shall sign the minutes and include a paragraph in the following terms or to the same effect:

“The chairman of their 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 **If the Council's gross annual income or expenditure (whichever is higher) does not exceed £25,000, it shall publish draft minutes on a website which is publicly accessible and free of charge not later than one month after the meeting has taken place.**
- f Subject to the publication of draft minutes in accordance with standing order 12(e) and standing order 20(a) and following a resolution which confirms the accuracy of the minutes of a meeting, the draft minutes or recordings of the meeting for which approved minutes exist shall be destroyed.

13. Code of conduct and dispensations

See also standing order 3(u).

- a All councillors and non-councillors with voting rights shall observe the code of conduct adopted by the Council.
- b Unless he has been granted a dispensation, a councillor or non-councillor with voting rights shall withdraw from a meeting when it is considering a matter in which he has a disclosable pecuniary interest. He may return to the meeting after it has considered the matter in which he had the interest.
- c Unless he has been granted a dispensation, a councillor or non-councillor with voting rights shall withdraw from a meeting when it is considering a matter in which he has another interest if so required by the Council's code of conduct. He may return to the meeting after it has considered the matter in which he had the interest.
- d **Dispensation requests shall be in writing and submitted to the Proper Officer** as soon as possible before the meeting, or failing that, at the start of the meeting for which the dispensation is required.
- e A decision as to whether to grant a dispensation shall be made [by the Proper Officer] OR [by a meeting of the Council, or committee or sub-committee for which the dispensation is required] and that decision is final.
- f A dispensation request shall confirm:
 - i. the description and the nature of the disclosable pecuniary interest or other interest to which the request for the dispensation relates;

- ii. whether the dispensation is required to participate at a meeting in a discussion only or a discussion and a vote;
 - iii. the date of the meeting or the period (not exceeding four years) for which the dispensation is sought; and
 - iv. an explanation as to why the dispensation is sought.
- g Subject to standing orders 13(d) and (f), a dispensation request shall be considered at the beginning of the meeting of the Council, or committee or sub-committee for which the dispensation is required].
- h **A dispensation may be granted in accordance with standing order 13(e) if having regard to all relevant circumstances any of the following apply:**
 - i. **without the dispensation the number of persons prohibited from participating in the particular business would be so great a proportion of the meeting transacting the business as to impede the transaction of the business;**
 - ii. **granting the dispensation is in the interests of persons living in the Council's area; or**
 - iii. **it is otherwise appropriate to grant a dispensation.**

14. Code of conduct complaints

- a Upon notification by the District or Unitary Council that it is dealing with a complaint that a councillor or non-councillor with voting rights has breached the Council's code of conduct, the Proper Officer shall, subject to standing order 11, report this to the Council.
- b Where the notification in standing order 14(a) relates to a complaint made by the Proper Officer, the Proper Officer shall notify the Chairman of Council of this fact, and the Chairman shall nominate another staff member to assume the duties of the Proper Officer in relation to the complaint until it has been determined and the Council has agreed what action, if any, to take in accordance with standing order 14(d).
- c The Council may:
 - i. provide information or evidence where such disclosure is necessary to investigate the complaint or is a legal requirement;
 - ii. seek information relevant to the complaint from the person or body with statutory responsibility for investigation of the matter;
- d **Upon notification by the District or Unitary Council that a councillor or non-councillor with voting rights has breached the Council's code of conduct, the Council shall consider what, if any, action to take against them. Such action excludes disqualification or suspension from office.**

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.

b The Proper Officer shall:

i. **at least three clear days before a meeting of the council, a committee or a sub-committee,**

- **serve on councillors by delivery or post at their residences or by email authenticated in such manner as the Proper Officer thinks fit, a signed summons confirming the time, place and the agenda (provided the councillor has consented to service by email), and**
- **Provide, in a conspicuous place, public notice of the time, place and agenda (provided that the public notice with agenda of an extraordinary meeting of the Council convened by councillors is signed by them).**

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

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 3 days before the meeting confirming their withdrawal of it;

iii. **convene a meeting of the Council for the election of a new Chairman 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;

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 data protection and freedom of information

legislation and other legitimate requirements (e.g. the Limitation Act 1980);

- xii. arrange for legal deeds to be executed;
(*see also standing order 23*);
- 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 for such purpose;
- xv. refer a planning application received by the Council to the Chairman or in their absence the Vice-Chairman (if there is one) of the planning committee within two working days of receipt to facilitate an extraordinary meeting if the nature of a planning application requires consideration before the next ordinary meeting of the planning committee];
- 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 23*).

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 – 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 in standing order 18(f) is subject to Regulations 109-114 of the Public Contracts Regulations 2015 which include a requirement on the Council to advertise the contract opportunity on the Contracts Finder website regardless of what other means it uses to advertise the opportunity 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. **A public contract regulated by the Public Contracts Regulations 2015 with an estimated value in excess of £189,330 for a public service or supply contract or in excess of £4,733,252 for a public works contract; or £663,540 for a social and other specific services contract (or other thresholds determined by the European Commission every two years and published in the Official Journal of the European Union (OJEU)) shall comply with the relevant procurement procedures and other requirements in the Public Contracts Regulations 2015 which include advertising the contract opportunity on the Contracts Finder website and in OJEU.**
- g. **A public contract in connection with the supply of gas, heat, electricity, drinking water, transport services, or postal services to the public; or the provision of a port or airport; or the exploration for or extraction of gas, oil or solid fuel with an estimated value in excess of £378,660 for a supply, services or design contract; or in excess of £4,733,252 for a works contract; or £663,540 for a social and other specific services contract (or other thresholds determined by the European Commission every two years and published in OJEU) shall comply with the relevant procurement procedures and other requirements in the Utilities Contracts Regulations 2016.**

19. Handling staff matters

- a A matter personal to a member of staff that is being considered by a meeting of the Resources committee is subject to standing order 11.
- b Subject to the Council's policy regarding absences from work, the Council's most senior member of staff shall notify the chairman of the Resources or, if they are not available, the vice-chairman (if there is one) of the Resources committee of absence occasioned by illness or other reason and that person shall report such absence Resources committee at its next meeting.
- c The chairman of Resources committee or in their absence, the vice-chairman 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 Resources committee.
- d Subject to the Council's policy regarding the handling of grievance matters, the Council's most senior member of staff (or other members of staff) shall contact the chairman of Resources committee or in their absence, the vice-chairman of Resources committee in respect of an informal or formal grievance matter, and their matter shall be reported back and progressed by resolution of the Resources committee.
- e Subject to the Council's policy regarding the handling of grievance matters, if an informal or formal grievance matter raised by the Clerk relates to the chairman or vice-chairman of the Resources committee, this shall be communicated to another member of the Resources committee], which shall be reported back and progressed by resolution of the Resources committee.
- f Any persons responsible for all or part of the management of staff shall treat as confidential the written records of all meetings relating to their performance, capabilities, grievance or disciplinary matters.
- g In accordance with standing order 11(a), persons with line management responsibilities shall have access to staff records referred to in standing order 19(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.**
- b. *[If gross annual income or expenditure (whichever is higher) does not exceed £25,000]* **The Council shall publish information in accordance with the requirements of the Smaller Authorities (Transparency Requirements) (England) Regulations 2015.**

OR

[If gross annual income or expenditure (whichever is the higher) exceeds £200,000] **The Council, shall publish information in accordance with the requirements of the Local Government (Transparency Requirements) (England) Regulations 2015.**

21. Responsibilities under data protection legislation

Below is not an exclusive list. See also standing order 11.

- 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 15(b)(xii) and (xvii).

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

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

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

24. Communicating with district and county or unitary councillors

- a An invitation to attend a meeting of the Council shall be sent, together with the agenda, to the ward councillor(s) of the District and County Council OR Unitary Council representing the area of the Council.
- b Unless the Council determines otherwise, a copy of each letter sent to the District and County Council OR Unitary Council shall be sent to the ward councillor(s)

representing the area of the Council.

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 6 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 chairman of a meeting as to the application of standing orders at the meeting shall be final.



LEDBURY TOWN COUNCIL

Finance Regulations

Date Adopted: 10th November 2024

Review Date: 8th May 2025

Index

1. General	2
2. Accounting and audit (internal and external)	4
3. Annual estimates (budget) and forward planning	6
4. Budgetary control and authority to spend	6
5. Banking arrangements and authorisation of payments	8
6. Instructions for the making of payments	9
7. Payment of salaries	12
8. Loans and investments	13
9. Income	13
10. Orders for work, goods and services	14
11. Contracts	15
12. Payments under contracts for building or other construction works	17
13. Stores and equipment	17
14. Assets, properties and estates	17
15. Insurance	18
16. Charities	18
17. Risk management	19
18. Suspension and revision of Financial Regulations	19

1. General

- 1.1. These Financial Regulations govern the financial management of the council and may only be amended or varied by resolution of the council. They are one of the council's governing documents and shall be observed in conjunction with the council's Standing Orders.
- 1.2. Councillors are expected to follow these regulations and not to entice employees to breach them. Failure to follow these regulations brings the office of councillor into disrepute.
- 1.3. Wilful breach of these regulations by an employee may result in disciplinary proceedings.
- 1.4. In these Financial Regulations:
 - 'Accounts and Audit Regulations' means the regulations issued under Sections 32, 43(2) and 46 of the Local Audit and Accountability Act 2014, or any superseding legislation, and then in force, unless otherwise specified.
 - "Approve" refers to an online action, allowing an electronic transaction to take place.
 - "Authorise" refers to a decision by the council, or a committee or an officer, to allow something to happen.
 - 'Proper practices' means those set out in *The Practitioners' Guide*
 - *Practitioners' Guide* refers to the guide issued by the Joint Panel on Accountability and Governance (JPAG) and published by NALC in England or Governance and Accountability for Local Councils in Wales – A Practitioners Guide jointly published by One Voice Wales and the Society of Local Council Clerks in Wales.
 - 'Must' and **bold text** refer to a statutory obligation the council cannot change.
 - 'Shall' refers to a non-statutory instruction by the council to its members and staff.
- 1.5. The Responsible Financial Officer (RFO) holds a statutory office, appointed by the council. [The Clerk has been appointed as RFO and these regulations apply accordingly.] The RFO;
 - acts under the policy direction of the council;
 - administers the council's financial affairs in accordance with all Acts, Regulations and proper practices;
 - determines on behalf of the council its accounting records and control systems;
 - ensures the accounting control systems are observed;
 - ensures the accounting records are kept up to date;
 - seeks economy, efficiency and effectiveness in the use of council resources; and

- produces financial management information as required by the council.

1.6. The council must not delegate any decision regarding:

- **setting the final budget or the precept (council tax requirement);**
- **the outcome of a review of the effectiveness of its internal controls**
- **approving accounting statements;**
- **approving an annual governance statement;**
- **borrowing;**
- **declaring eligibility for the General Power of Competence; and**
- **addressing recommendations from the internal or external auditors**

1.7. In addition, the council shall:

- determine and regularly review the bank mandate for all council bank accounts;
- authorise any grant or single commitment in excess of £5,000;

2. Risk management and internal control

2.1. The council must ensure that it has a sound system of internal control, which delivers effective financial, operational and risk management.

2.2. The Clerk shall prepare, for approval by [the council], a risk management policy covering all activities of the council. This policy and consequential risk management arrangements shall be reviewed by the council at least annually.

2.3. When considering any new activity, the Clerk [with the RFO] shall prepare a draft risk assessment including risk management proposals for consideration by the council.

2.4. At least once a year, the council must review the effectiveness of its system of internal control, before approving the Annual Governance Statement.

2.5. The accounting control systems determined by the RFO must include measures to:

- **ensure that risk is appropriately managed;**
- **ensure the prompt, accurate recording of financial transactions;**
- **prevent and detect inaccuracy or fraud; and**
- **allow the reconstitution of any lost records;**
- **identify the duties of officers dealing with transactions and**
- **ensure division of responsibilities.**

2.6. At least once in each quarter, and at each financial year end, a member other than the Chair or a cheque signatory shall be appointed to verify bank reconciliations (for all accounts) produced by the RFO. The member shall sign and date the reconciliations and the original bank statements (or similar

document) as evidence of this. This activity, including any exceptions, shall be reported to and noted by the council Finance Committee.

- 2.7. Regular back-up copies shall be made of the records on any council computer and stored either online or in a separate location from the computer. The council shall put measures in place to ensure that the ability to access any council computer is not lost if an employee leaves or is incapacitated for any reason.

3. Accounts and audit

- 3.1. All accounting procedures and financial records of the council shall be determined by the RFO in accordance with the Accounts and Audit Regulations.
- 3.2. **The accounting records determined by the RFO must be sufficient to explain the council's transactions and to disclose its financial position with reasonably accuracy at any time. In particular, they must contain:**
 - **day-to-day entries of all sums of money received and expended by the council and the matters to which they relate;**
 - **a record of the assets and liabilities of the council;**
- 3.3. The accounting records shall be designed to facilitate the efficient preparation of the accounting statements in the Annual {Governance and Accountability} Return.
- 3.4. The RFO shall complete and certify the annual Accounting Statements of the council contained in the Annual {Governance and Accountability} Return in accordance with proper practices, as soon as practicable after the end of the financial year. Having certified the Accounting Statements, the RFO shall submit them (with any related documents) to the council, within the timescales required by the Accounts and Audit Regulations.
- 3.5. **The council must ensure that there is an adequate and effective system of internal audit of its accounting records and internal control system in accordance with proper practices.**
- 3.6. **Any officer or member of the council must make available such documents and records as the internal or external auditor consider necessary for the purpose of the audit** and shall, as directed by the council, supply the RFO, internal auditor, or external auditor with such information and explanation as the council considers necessary.
- 3.7. The internal auditor shall be appointed by [the council] and shall carry out their work to evaluate the effectiveness of the council's risk management, control and governance processes in accordance with proper practices specified in the Practitioners' Guide.
- 3.8. The council shall ensure that the internal auditor:

- is competent and independent of the financial operations of the council;
- reports to council in writing, or in person, on a regular basis with a minimum of one written report during each financial year;
- can demonstrate competence, objectivity and independence, free from any actual or perceived conflicts of interest, including those arising from family relationships; and
- has no involvement in the management or control of the council

3.9. Internal or external auditors may not under any circumstances:

- perform any operational duties for the council;
- initiate or approve accounting transactions;
- provide financial, legal or other advice including in relation to any future transactions; or
- direct the activities of any council employee, except to the extent that such employees have been appropriately assigned to assist the internal auditor.

3.10. For the avoidance of doubt, in relation to internal audit the terms 'independent' and 'independence' shall have the same meaning as described in The Practitioners Guide.

3.11. The RFO shall make arrangements for the exercise of electors' rights in relation to the accounts, including the opportunity to inspect the accounts, books, and vouchers and display or publish any notices and documents required by the Local Audit and Accountability Act 2014, or any superseding legislation, and the Accounts and Audit Regulations.

3.12. The RFO shall, without undue delay, bring to the attention of all councillors any correspondence or report from internal or external auditors.

4. Budget and precept

4.1. **Before setting a precept, the council must calculate its [council tax (England)/budget (Wales)] requirement for each financial year by preparing and approving a budget, in accordance with The Local Government Finance Act 1992 or succeeding legislation.**

4.2. Budgets for salaries and wages, including employer contributions shall be reviewed by the council at least annually in October for the following financial year and the final version shall be evidenced by a hard copy schedule signed by the Clerk and the Chair of the Council or relevant committee. The Clerk will inform committees of any salary implications before they consider their draft their budgets.

4.3. No later than February each year, the RFO shall prepare a draft budget with detailed estimates of all income and expenditure for the following financial year along with a forecast for the following three financial years, taking

account of the lifespan of assets and cost implications of repair or replacement.

- 4.4. Unspent budgets for completed projects shall not be carried forward to a subsequent year. Unspent funds for partially completed projects may only be carried forward by placing them in an earmarked reserve with the formal approval of the full council.
- 4.5. Each committee (if any) shall review its draft budget and submit any proposed amendments to the council finance committee not later than the end of [November] each year.
- 4.6. The draft budget with any committee proposals and three-year forecast, including any recommendations for the use or accumulation of reserves, shall be considered by the finance committee and a recommendation made to the council.
- 4.7. Having considered the proposed budget and three-year forecast, the council shall determine its requirement by setting a budget. The council shall set a precept for this amount no later than the end of February for the ensuing financial year.
- 4.8. **Any member with council tax unpaid for more than two months is prohibited from voting on the budget or precept by Section 106 of the Local Government Finance Act 1992 and must and must disclose at the start of the meeting that Section 106 applies to them.**
- 4.9. The RFO shall **issue the precept to the billing authority no later than the end of February** and supply each member with a copy of the agreed annual budget.
- 4.10. The agreed budget provides a basis for monitoring progress during the year by comparing actual spending and income against what was planned.
- 4.11. Any addition to, or withdrawal from, any earmarked reserve shall be agreed by the council.

5. Procurement

- 5.1. **Members and officers are responsible for obtaining value for money at all times.** Any officer procuring goods, services or works should ensure, as far as practicable, that the best available terms are obtained, usually by obtaining prices from several suppliers.

- 5.2. The RFO should verify the lawful nature of any proposed purchase before it is made and in the case of new or infrequent purchases, should ensure that the legal power being used is reported to the meeting at which the order is authorised and also recorded in the minutes.
- 5.3. Every contract shall comply with these the council's Standing Orders and these Financial Regulations and no exceptions shall be made, except in an emergency.
- 5.4. **For a contract for the supply of goods, services or works where the estimated value will exceed the thresholds set by Parliament, the full requirements of The Public Contracts Regulations 2015 or any superseding legislation ("the Legislation"), must be followed in respect of the tendering, award and notification of that contract.**
- 5.5. Where the estimated value is below the Government threshold, the council shall (with the exception of items listed in paragraph 6.12) obtain prices as follows:
- 5.6. For contracts estimated to exceed £60,000 including VAT, the Clerk shall {seek formal tenders from at least [three] suppliers agreed by [the council]} OR {advertise an open invitation for tenders in compliance with any relevant provisions of the Legislation}. Tenders shall be invited in accordance with Appendix 1.
- 5.7. **For contracts estimated to be over £30,000 including VAT, the council must comply with any requirements of the Legislation¹ regarding the advertising of contract opportunities and the publication of notices about the award of contracts.**
- 5.8. For contracts greater than £3,000 excluding VAT the Clerk shall seek at least 3 fixed-price quotes;
- 5.9. where the value is between £500 and £3,000 excluding VAT, the Clerk shall try to obtain 3 estimates {which might include evidence of online prices, or recent prices from regular suppliers.}
- 5.10. For smaller purchases, of under £500 the clerk shall seek to achieve value for money.
- 5.11. **Contracts must not be split into smaller lots to avoid compliance with these rules.**
- 5.12. The requirement to obtain competitive prices in these regulations need not apply to contracts that relate to items (i) to (iv) below:
 - i. specialist services, such as legal professionals acting in disputes;
 - ii. repairs to, or parts for, existing machinery or equipment;

¹ The Regulations require councils to use the Contracts Finder website if they advertise contract opportunities and also to publicise the award of contracts over £30,000 including VAT, regardless of whether they were advertised.

- iii. works, goods or services that constitute an extension of an existing contract;
 - iv. goods or services that are only available from one supplier or are sold at a fixed price.
- 5.13. When applications are made to waive this financial regulation to enable a price to be negotiated without competition, the reason should be set out in a recommendation to the council {or relevant committee}. Avoidance of competition is not a valid reason.
- 5.14. The council shall not be obliged to accept the lowest or any tender, quote or estimate.
- 5.15. Individual purchases within an agreed budget for that type of expenditure may be authorised by:
- the Clerk, under delegated authority, for any items below £2,000] excluding VAT.
 - the Clerk, in consultation with the Chair of the Council {or Chair of the appropriate committee}, for any items below £3,000 excluding VAT.
 - a duly delegated committee of the council for all items of expenditure within their delegated budgets for items under £5,000 excluding VAT
 - in respect of grants, a duly authorised committee within any limits set by council and in accordance with any policy statement agreed by the council.
 - the council for all items over £5,000;
- Such authorisation must be supported by a minute (in the case of council or committee decisions) or other auditable evidence trail.
- 5.16. No individual member, or informal group of members may issue an official order {unless instructed to do so in advance by a resolution of the council} or make any contract on behalf of the council.
- 5.17. No expenditure may be authorised that will exceed the budget for that type of expenditure other than by resolution of the council {or a duly delegated committee acting within its Terms of Reference} except in an emergency.
- 5.18. In cases of serious risk to the delivery of council services or to public safety on council premises, the clerk may authorise expenditure of up to [£2,000] excluding VAT on repair, replacement or other work that in their judgement is necessary, whether or not there is any budget for such expenditure. The Clerk shall report such action to the Chair as soon as possible and to [the council] as soon as practicable thereafter.
- 5.19. No expenditure shall be authorised, no contract entered into or tender accepted in relation to any major project, unless [the council] is satisfied that the necessary funds are available and that where a loan is required, Government borrowing approval has been obtained first.
- 5.20. An official order or letter shall be issued for all work, goods and services above £250 excluding VAT unless a formal contract is to be prepared or an

official order would be inappropriate. Copies of orders shall be retained, along with evidence of receipt of goods.

- 5.21. Any ordering system can be misused and access to them shall be controlled by [the RFO].

6. Banking and payments

- 6.1. The council's banking arrangements, including the bank mandate, shall be made by the RFO and authorised by the council; banking arrangements shall not be delegated to a committee. The council has resolved to bank with Lloyds Bank. The arrangements shall be reviewed [annually] for security and efficiency.
- 6.2. The council must have safe and efficient arrangements for making payments, to safeguard against the possibility of fraud or error. Wherever possible, more than one person should be involved in any payment, for example by dual online authorisation or dual cheque signing. Even where a purchase has been authorised, the payment must also be authorised and only authorised payments shall be approved or signed to allow the funds to leave the council's bank.
- 6.3. All invoices for payment should be examined for arithmetical accuracy, analysed to the appropriate expenditure heading and verified to confirm that the work, goods or services were received, checked and represent expenditure previously authorised by the council before being certified by [the RFO]. {Where the certification of invoices is done as a batch, this shall include a statement by the RFO that all invoices listed have been 'examined, verified and certified' by the RFO}.
- 6.4. Personal payments (including salaries, wages, expenses and any payment made in relation to the termination of employment) may be summarised to avoid disclosing any personal information.
- 6.5. All payments shall be made by [online banking/cheque], in accordance with a resolution of the council {or duly delegated committee}{or a delegated decision by an officer}, unless [the council] resolves to use a different payment method.
- 6.6. For each financial year the RFO may draw up a schedule of regular payments due in relation to a continuing contract or obligation (such as Salaries, PAYE, National Insurance, pension contributions, rent, rates, regular maintenance contracts and similar items), which the council, or a duly delegated committee may authorise in advance for the year.
- 6.7. A copy of this schedule of regular payments shall be signed by two members on each and every occasion when payment is made - to reduce the risk of duplicate payments.
- 6.8. A list of such payments shall be reported to the next appropriate meeting of the council or Finance Committee for information only.

6.9. The Clerk and RFO shall have delegated authority to authorise payments in the following circumstances:

- i. any payments of up to £2,000] excluding VAT, within an agreed budget}.
- ii. payments of up to [£2,000] excluding VAT in cases of serious risk to the delivery of council services or to public safety on council premises.
- iii. any payment necessary to avoid a charge under the Late Payment of Commercial Debts (Interest) Act 1998 {or to comply with contractual terms}, where the due date for payment is before the next scheduled meeting of [the council], where the [Clerk and RFO] certify that there is no dispute or other reason to delay payment, provided that a list of such payments shall be submitted to the next appropriate meeting of council {or finance committee}.
- iv. Fund transfers within the councils banking arrangements up to the sum of 10% of the precept, provided that a list of such payments shall be submitted to the next appropriate meeting of council [or finance committee].

6.10. The RFO shall present a schedule of payments requiring authorisation, forming part of the agenda for the meeting, together with the relevant invoices, to the council {or finance committee}. The council {or committee} shall review the schedule for compliance and, having satisfied itself, shall authorise payment by resolution. The authorised schedule shall be initialled immediately below the last item by the person chairing the meeting. A detailed list of all payments shall be disclosed within or as an attachment to the minutes of that meeting.

7. Electronic payments

7.1. Where internet banking arrangements are made with any bank, the Clerk shall be appointed as the Service Administrator. The bank mandate agreed by the council shall identify a number of councillors who will be authorised to approve transactions on those accounts and a minimum of two people will be involved in any online approval process. The Clerk may be an authorised signatory, but no signatory should be involved in approving any payment to themselves.

7.2. All authorised signatories shall have access to view the council's bank accounts online.

7.3. No employee or councillor shall disclose any PIN or password, relevant to the council or its banking, to anyone not authorised in writing by the council or a duly delegated committee.

- 7.4. The Service Administrator shall set up all items due for payment online. A list of payments for approval, together with copies of the relevant invoices, shall be sent by email to two authorised signatories.
- 7.5. In the prolonged absence of the Service Administrator an authorised signatory shall set up any payments due before the return of the Service Administrator.
- 7.6. Two Councillors who are authorised signatories shall check the payment details against the invoices before approving each payment using the online banking system.
- 7.7. Evidence shall be retained showing which members approved the payment online and a printout of the transaction confirming that the payment has been made shall be appended to the invoice for audit purposes.
- 7.8. A full list of all payments made in a month shall be provided to the next Finance, Policy & General Purposes Committee meeting and appended to the minutes.
- 7.9. With the approval of the council in each case, regular payments (such as gas, electricity, telephone, broadband, water, National Non-Domestic Rates, refuse collection, pension contributions and HMRC payments) may be made by variable direct debit, provided that the instructions are signed by two authorised members. The approval of the use of each variable direct debit shall be reviewed by the council at least every two years.
- 7.10. Payment may be made by BACS or CHAPS by resolution of the council provided that each payment is approved online by two authorised bank signatories, evidence is retained and any payments are reported to the council at the next meeting. The approval of the use of BACS or CHAPS shall be renewed by resolution of the council at least every two years.
- 7.11. If thought appropriate by the council, regular payments of fixed sums may be made by banker's standing order, provided that the instructions are signed by [two members, evidence of this is retained and any payments are reported to council when made. The approval of the use of a banker's standing order shall be reviewed by the council at least every two years.
- 7.12. Account details for suppliers may only be changed upon written notification by the supplier verified by the Clerk. This is a potential area for fraud and the individuals involved should ensure that any change is genuine. Data held should be checked with suppliers every two years.
- 7.13. Members and officers shall ensure that any computer used for the council's financial business has adequate security, with anti-virus, anti-spyware and firewall software installed and regularly updated.
- 7.14. Remembered password facilities {other than secure password stores requiring separate identity verification} should not be used on any computer used for council banking.

8. Cheque payments

- 8.1. Cheques or orders for payment in accordance with a resolution or delegated decision shall be signed by two members and countersigned by the Clerk.
- 8.2. A signatory having a family or business relationship with the beneficiary of a payment shall not, under normal circumstances, be a signatory to that payment.
- 8.3. To indicate agreement of the details on the cheque with the counterfoil and the invoice or similar documentation, the signatories shall also initial the cheque counterfoil and invoice.
- 8.4. Cheques or orders for payment shall not normally be presented for signature other than at, or immediately before or after a council or committee meeting. Any signatures obtained away from council meetings shall be reported to the council or Finance Committee at the next convenient meeting.

9. Payment cards

- 9.1. Any Debit Card issued for use will be specifically restricted to the Clerk and the Deputy Clerk and will also be restricted to a single transaction maximum value of £1,000] unless authorised by council or finance committee in writing before any order is placed.
- 9.2. A pre-paid debit card may be issued to employees with varying limits. These limits will be set by the council. Transactions and purchases made will be reported to the council and authority for topping-up shall be at the discretion of the council.
- 9.3. Any corporate credit card or trade card account opened by the council will be specifically restricted to use by the Clerk and Deputy Clerk and any balance shall be paid in full each month.
- 9.4. Personal credit or debit cards of members or staff shall not be used except for expenses of up to £250 including VAT, incurred in accordance with council policy.

10. Petty Cash

- 10.1. The RFO shall maintain a petty cash float of £250 and may provide petty cash to officers for the purpose of defraying operational and other expenses.
 - a) Vouchers for payments made from petty cash shall be kept, along with receipts to substantiate every payment.

- b) Cash income received must not be paid into the petty cash float but must be separately banked, as provided elsewhere in these regulations.
- c) Payments to maintain the petty cash float shall be shown separately on any schedule of payments presented for approval.}

11. Payment of salaries and allowances

- 11.1. **As an employer, the council must make arrangements to comply with the statutory requirements of PAYE legislation.**
- 11.2. **Councillors allowances (where paid) are also liable to deduction of tax under PAYE rules and must be taxed correctly before payment.**
- 11.3. Salary rates shall be agreed by the council, or a duly delegated committee. No changes shall be made to any employee's gross pay, emoluments, or terms and conditions of employment without the prior consent of the council.
- 11.4. Payment of salaries shall be made, after deduction of tax, national insurance, pension contributions and any similar statutory or discretionary deductions, on the dates stipulated in employment contracts.
- 11.5. Deductions from salary shall be paid to the relevant bodies within the required timescales, provided that each payment is reported, as set out in these regulations above.
- 11.6. Each payment to employees of net salary and to the appropriate creditor of the statutory and discretionary deductions shall be recorded in a payroll control account or other separate confidential record, with the total of such payments each calendar month reported in the cashbook. Payroll reports will be reviewed by [the finance committee] to ensure that the correct payments have been made.
- 11.7. Any termination payments shall be supported by a report to the council, setting out a clear business case. Termination payments shall only be authorised by the full council.
- 11.8. Before employing interim staff, the council must consider a full business case.

11.9.

12. Loans and investments

- 12.1. Any application for Government approval to borrow money and subsequent arrangements for a loan must be authorised by the full council and recorded in the minutes. All borrowing shall be in the name of the council, after obtaining any necessary approval.

- 12.2. Any financial arrangement which does not require formal borrowing approval from the [Secretary of State/Welsh Assembly Government] (such as Hire Purchase, Leasing of tangible assets or loans to be repaid within the financial year) must be authorised by the full council, following a written report on the value for money of the proposed transaction.
- 12.3. The council shall consider the requirement for an Investment Strategy and Policy in accordance with Statutory Guidance on Local Government Investments, which must be written in accordance with relevant regulations, proper practices and guidance. Any Strategy and Policy shall be reviewed by the council at least annually.
- 12.4. All investment of money under the control of the council shall be in the name of the council.
- 12.5. All investment certificates and other documents relating thereto shall be retained in the custody of the RFO.
- 12.6. Payments in respect of short term or long-term investments, including transfers between bank accounts held in the same bank, shall be made in accordance with these regulations.

13. Income

- 13.1. The collection of all sums due to the council shall be the responsibility of and under the supervision of the RFO.
- 13.2. The council will review all fees and charges for work done, services provided, or goods sold at least annually as part of the budget-setting process, following a report of the Clerk. The RFO shall be responsible for the collection of all amounts due to the council.
- 13.3. Any sums found to be irrecoverable and any bad debts shall be reported to the council by the Clerk and shall be written off in the year. The council's approval shall be shown in the accounting records.
- 13.4. All sums received on behalf of the council shall be deposited intact with the council's bankers, with such frequency as the RFO considers necessary. The origin of each receipt shall clearly be recorded on the paying-in slip or other record.
- 13.5. Personal cheques shall not be cashed out of money held on behalf of the council.

- 13.6. The RFO shall ensure that VAT is correctly recorded in the council's accounting software and that any VAT Return required is submitted from the software by the due date.
- 13.7. Where significant sums of cash are regularly received by the council, the RFO shall ensure that more than one person is present when the cash is counted in the first instance, that there is a reconciliation to some form of control record such as ticket issues, and that appropriate care is taken for the security and safety of individuals banking such cash.
- 13.8. Any income that is the property of a charitable trust shall be paid into a charitable bank account. Instructions for the payment of funds due from the charitable trust to the council (to meet expenditure already incurred by the authority) will be given by the Managing Trustees of the charity meeting separately from any council meeting}

14. Payments under contracts for building or other construction works

- 14.1. Where contracts provide for payment by instalments the RFO shall maintain a record of all such payments, which shall be made within the time specified in the contract based on signed certificates from the architect or other consultant engaged to supervise the works.
- 14.2. Any variation of, addition to or omission from a contract must be authorised by [the Clerk] to the contractor in writing, with the council being informed where the final cost is likely to exceed the contract sum by 5% or more, or likely to exceed the budget available.

15. Stores and equipment

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

16. Assets, properties and estates

- 16.1. The Clerk shall make arrangements for the safe custody of all title deeds and Land Registry Certificates of properties held by the council.

- 16.2. The RFO shall ensure that an appropriate and accurate Register of Assets and Investments is kept up to date, with a record of all properties held by the council, their location, extent, plan, reference, purchase details, nature of the interest, tenancies granted, rents payable and purpose for which held, in accordance with Accounts and Audit Regulations.
- 16.3. The continued existence of tangible assets shown in the Register shall be verified at least annually, possibly in conjunction with a health and safety inspection of assets.
- 16.4. No interest in land shall be purchased or otherwise acquired, sold, leased or otherwise disposed of without the authority of the council, together with any other consents required by law. In each case a written report shall be provided to council in respect of valuation and surveyed condition of the property (including matters such as planning permissions and covenants) together with a proper business case (including an adequate level of consultation with the electorate where required by law).

No tangible moveable property shall be purchased or otherwise acquired, sold, leased or otherwise disposed of, without the authority of the council, together with any other consents required by law, except where the estimated value of any one item does not exceed [£500]. In each case a written report shall be provided to council with a full business case.

17. Insurance

- 17.1. The RFO shall keep a record of all insurances effected by the council and the property and risks covered, reviewing these annually before the renewal date in conjunction with the council's review of risk management.
- 17.2. The Clerk shall give prompt notification of all new risks, properties or vehicles which require to be insured and of any alterations affecting existing insurances.
- 17.3. The RFO shall be notified of any loss, liability, damage or event likely to lead to a claim, and shall report these to [the council] at the next available meeting. The Clerk shall negotiate all claims on the council's insurers.
- 17.4. All appropriate members and employees of the council shall be included in a suitable form of security or fidelity guarantee insurance which shall cover the maximum risk exposure as determined annually by the council, or duly delegated committee.

18. Charities

- 18.1. Where the council is sole managing trustee of a charitable body the Clerk shall ensure that separate accounts are kept of the funds held on charitable trusts and separate financial reports made in such form as shall be appropriate, in accordance with Charity Law and legislation, or as determined by the Charity Commission. The Clerk shall arrange for any audit or independent examination as may be required by Charity Law or any Governing Document.]

19. Suspension and revision of Financial Regulations

- 19.1. The council shall review these Financial Regulations annually and following any change of clerk. The Clerk shall monitor changes in legislation or proper practices and advise the council of any need to amend these Financial Regulations.
- 19.2. The council may, by resolution duly notified prior to the relevant meeting of council, suspend any part of these Financial Regulations, provided that reasons for the suspension are recorded and that an assessment of the risks arising has been presented to all members. Suspension does not disapply any legislation or permit the council to act unlawfully.
- 19.3. The council may temporarily amend these Financial Regulations by a duly notified resolution, to cope with periods of absence, local government reorganisation, national restrictions or other exceptional circumstances.

Appendix 1 - Tender process

- 1) Any invitation to tender shall state the general nature of the intended contract and the Clerk shall obtain the necessary technical assistance to prepare a specification in appropriate cases.
- 2) The invitation shall in addition state that tenders must be addressed to the Clerk in the ordinary course of post, unless an electronic tendering process has been agreed by the council.
- 3) Where a postal process is used, each tendering firm shall be supplied with a specifically marked envelope in which the tender is to be sealed and remain sealed until the prescribed date for opening tenders for that contract. All sealed tenders shall be opened at the same time on the prescribed date by the Clerk in the presence of at least one member of council.
- 4) Where an electronic tendering process is used, the council shall use a specific email address that will be monitored to ensure that nobody accesses any tender before the expiry of the deadline for submission.
- 5) Any invitation to tender issued under this regulation shall be subject to Standing Order [insert reference of the council's relevant standing order] and shall refer to the terms of the Bribery Act 2010.
- 6) Where the council, or duly delegated committee, does not accept any tender, quote or estimate, the work is not allocated and the council requires further pricing, no person shall be permitted to submit a later tender, estimate or quote who was present when the original decision-making process was being undertaken.



LEDBURY TOWN COUNCIL

LOCAL GOVERNMENT ASSOCIATION MODEL COUNCILLOR CODE OF CONDUCT

Date Adopted: December 2022

Reviewed: 09/05/2024

Next Review: 08/05/2025



LEDBURY TOWN COUNCIL

LOCAL GOVERNMENT ASSOCIATION MODEL COUNCILLOR CODE OF CONDUCT – ADOPTED DECEMBER 2022, REVIEWED 9 MAY 2024

Definitions

For the purpose of this Code of Conduct a “councillor” means a member or co-opted member of a local authority or a directly elected mayor. A “co-opted member” is defined in the Localism Act 2011 Section 27(4) as “a person who is not a member of the authority but who:

- a. Is a member of any committee or sub-committee of the authority, or;
- b. Is a member of, and represents the authority on, any joint committee or joint sub-committee of the authority;

and who is entitled to vote on any question that falls to be decided at any meeting of that committee or sub-committee”

For the purposes of this Code of Conduct, “local authority” includes county councils, district councils, London borough councils, parish councils, town councils, fire and rescue authorities, police authorities, joint authorities, economic prosperity boards, combined authorities and National Park authorities.

Purpose of the Code of Conduct

The purpose of this Code of Conduct is to assist you, as a councillor, in modelling the behaviour that is expected of you, to provide a personal check and balance, and to set out the type of conduct that could lead to action being taken against you. It is also to protect you, the public, fellow councillors, local authority officers and the reputation of local government. It sets out general principles of conduct expected of all councillors and your specific obligations in relation to standards of conduct. The LGA encourages the use of support, training and mediation prior to action being taken using the Code. The fundamental aim of the Code is to create and maintain public confidence in the role of councillor and local government.

General principles of councillor conduct

Everyone in public office at all levels - all who serve the public or deliver public services, including ministers, civil servants, councillors and local authority officers, should uphold the [Seven Principles of Public Life](#), also known as the Nolan Principles.

Building on these principles, the following general principles have been developed specifically for the role of a councillor.

In accordance with the public trust placed in me, on all occasions:

- I act with integrity and honesty
- I act lawfully
- I treat all persons fairly and with respect; and
- I lead by example and act in a way that secures public confidence in the role of councillor.

In undertaking my role:

- I impartially exercise my responsibilities in the interests of the local community
- I do not improperly seek to confer an advantage, or disadvantage, on any person
- I avoid conflicts of interest
- I exercise reasonable care and diligence; and
- I ensure that public resources are used prudently in accordance with my local authority's requirements and in the public interest.

Application of the Code of Conduct

This Code of Conduct applies to you as soon as you sign your declaration of acceptance of office of councillor or attend your first meeting as a co-opted member and continues to apply to you until you cease to be a councillor or co-opted member.

The Code of Conduct applies to you when you are acting in your capacity as a councillor which may include when:

- you misuse your position as a councillor
- your actions would give the impression to a reasonable member of the public with knowledge of all the facts that you are acting as a councillor.

The Code applies to all forms of communication and interaction, including:

- at face-to-face meetings
- during online or telephone meetings
- in written communication
- in verbal communication
- in non-verbal communication

- in electronic and social-media communication, posts, statements, and comments.

You are also expected to uphold high standards of conduct and show leadership at all times when acting as a councillor.

Your Monitoring Officer has statutory responsibility for the implementation of the Code of Conduct, and you are encouraged to seek advice from the Monitoring Officer on any matters that may relate to the Code of Conduct. Town and parish councillors are encouraged to seek advice from their Clerk, who may refer matters to the Monitoring Officer.

Standards of Councillor Conduct

This section sets out your obligations, which are the minimum standards of conduct required of you as a councillor. Should your conduct fall short of these standards, a complaint may be made against you, which may result in action being taken.

Guidance is included to help explain the reasons for the obligations and how they should be followed.

General Conduct

1. Respect

As a councillor:

1.1 Treat other councillors and members of the public with respect;

1.2 Treat local authority employees, employees and representatives of partner organisations and those volunteering for the local authority with respect and respect the role they play.

Respect means politeness and courtesy in behaviour, speech, and in the written word. Debate and having different views are all part of a healthy democracy. As a councillor, you can express, challenge, criticise and disagree with views, ideas, opinions, and policies in a robust but civil manner. You should not, however, subject individuals, groups of people or organisations to personal attack.

In your contact with the public, you should treat them politely and courteously. Rude and offensive behaviour lowers the public's expectations and confidence in councillors.

In return, you have a right to expect respectful behaviour from the public. If members of the public are abusive, intimidatory or threatening you are entitled to stop any conversation or interaction in person or online and report them to the local authority, the relevant social media provider, or the police. This also applies to fellow councillors, where action could then be taken under the Councillor Code of Conduct, and local authority employees, where concerns should be raised in line the with local authority's councillor/officer protocol.

2. Bullying, harassment and discrimination

As a councillor:

2.1 I do not bully any person.

2.2 I do not harass any person.

2.3 I promote equalities and do not discriminate unlawfully against any person

The Advisory, Conciliation and Arbitration Service (ACAS) characterises bullying as offensive, intimidating, malicious or insulting behaviour, an abuse or misuse of power through means that undermine, humiliate, denigrate, or injure the recipient. Bullying might be a regular pattern of behaviour or a one-off incident, happen face-to-face on social media, in emails or phone calls, happen in the workplace or at work social events and may not always be obvious or noticed by others.

The Protection from Harassment Act 1997 defines harassment as conduct that causes alarm or distress or puts people in fear of violence and must involve such conduct on at least two occasions. It can include repeated attempts to impose unwanted communications and contact upon a person in a manner that could be expected to cause distress or fear in any reasonable person.

Unlawful discrimination is where someone is treated unfairly because of a protected characteristic. Protected characteristics are specific aspects of a person's identity defined by the Equality Act 2010. They are age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, and sexual orientation.

The Equality Act 2010 places specific duties on local authorities. Councillors have a central role to play in ensuring that equality issues are integral to the local authority's performance and strategic aims, and that there is a strong vision and public commitment to equality across public services.

3. Impartiality of officers of the council

As a councillor:

3.1 I do not compromise, or attempt to compromise, the impartiality of anyone who works for, or on behalf of, the local authority.

Officers work for the local authority as a whole and must be politically neutral (unless they are political assistants). They should not be coerced

or persuaded to act in a way that would undermine their neutrality. You can question officers in order to understand, for example, their reasons for proposing to act in a particular way, or the content of a report that they have written. However, you must not try and force them to act differently, change their advice, or alter the content of that report, if doing so would prejudice their professional integrity.

4. Confidentiality and access to information

As a councillor:

4.1 I do not disclose information:

- a. given to me in confidence by anyone;**
- b. acquired by me which I believe, or ought responsibly to be aware of, is of a confidential nature, unless;**
 - i. I have received the consent of a person authorised to give it;**
 - ii. I am required by law to do so;**
 - iii. the disclosure is made to a third party for the purpose of obtaining professional legal advice provided that the third party agrees not to disclose the information to any other person; or**
 - iv. the disclosure is:**
 - 1. reasonable and in the public interest; and**
 - 2. made in good faith and in compliance with the reasonable requirements of the local authority; and**
 - 3. I have consulted the Monitoring Officer (or Clerk) prior to its release.**

4.2 I do not improperly use knowledge gained solely as a result of my role as a councillor for the advancement of myself, my friends, my family members, my employer, or my business interests.

4.3 I do not prevent anyone from getting information that they are entitled to by law.

Local authorities must work openly and transparently, and their proceedings and printed materials are open to the public, except in certain legally defined circumstances. You should work on this basis, but there will be times when it is required by law that discussions, documents, and other information relating to or held by the local authority must be treated in a confidential manner. Examples include personal data relating to individuals or information relating to ongoing negotiations.

5. Disrepute

As a councillor:

5.1 I do not bring my role or local authority into disrepute.

As a councillor, you are trusted to make decisions on behalf of your community and your actions and behaviour are subject to greater scrutiny than that of ordinary members of the public. You should be aware that your actions might have an adverse impact on you, other councillors and/or our local authority and may lower the public's confidence in your or your local authority's ability to discharge your/its functions. For example, behaviour that is considered dishonest and/or deceitful can bring your authority into disrepute.

6. Use of position

As a councillor:

6.1 I do not use, or attempt to use, my position improperly to the advantage or disadvantage of myself or anyone else.

Your position as a member of the local authority provides you with certain opportunities, responsibilities, and privileges, and you make choices all the time that will impact others. However, you should not take advantage of these opportunities to further your own or others' private interests or to disadvantage anyone unfairly.

7. Use of local authority resources and facilities

As a councillor:

7.1 I do not misuse council resources.

7.2 I will, when using the resources of the local authority or authorising their use by others:

- a. act in accordance with the local authority's requirements; and**
- b. ensure that such resources are not used for political purposes unless that use could reasonably be regarded as likely to facilitate, or be conducive to, the discharge of the functions of the local authority or of the office to which I have been elected or appointed.**

You may be provided with resources and facilities by the local authority to assist you in carrying out your duties as a councillor.

Examples include:

- office support
- stationery
- equipment such as phones and computers
- transport
- access and use of local authority buildings and rooms.

These are given to you to help you carry out your role as a councillor more effectively and are not to be used for business or personal gain. They should be used in accordance with the purpose for which they have been provided and the local authority's own policies regarding their use.

8. Complying with the Code of Conduct

As a councillor:

- 8.1 I undertake Code of Conduct training provided by my local authority**
- 8.2 I cooperate with any Code of Conduct investigation and/or Determination**
- 8.3 I do not intimidate or attempt to intimidate any person who is likely to be involved with the administration of any investigation or proceedings**
- 8.4 I comply with any sanction imposed on me following a finding that I have breached the Code of Conduct**

It is extremely important for you as a councillor to demonstrate high standards, for you to have your actions open to scrutiny and for you not to undermine public trust in the local authority or its governance. If you do not understand or are concerned about the local authority's processes in handling a complaint you should raise this with the Monitoring Officer.

Protecting your reputation and the reputation of the local authority.

9. Interests

As a councillor:

- 9.1 I register and disclose my interests**

Section 29 of the Localism Act 2011 requires the Monitoring Officer to establish and maintain a register of interests of members of the authority.

You need to register your interests so that the public, local authority employees and fellow councillors know which of our interests might give rise to a conflict of interest. The register is a public document that can be consulted when (or before) an issue arises. The register also protects you by allowing you to demonstrate openness and a willingness to be held accountable. You are personally responsible for deciding whether or not you should disclose an interest in a meeting, but it can be helpful for you to know early on if others think that a potential conflict might arise. It is also important that the public know about any interest that might have to be disclosed by you or other councillors when making or taking part in decisions, so that decision making is seen by the public as open and honest. This helps to ensure that public confidence in the integrity of local governance is maintained.

You should note that failure to register or disclose a disclosable pecuniary interest as set out in **Table 1**, is a criminal offence under the Localism Act 2011.

Appendix B sets out the detailed provisions on registering and disclosing interests. If in doubt, you should always seek advice from the Monitoring Officer.

10. Gifts and hospitality

As a councillor:

- 10.1 I do not accept gifts or hospitality, irrespective of estimated value, which could give rise to real or substantive personal gain or a reasonable suspicion of influence on my part to show favour from persons seeking to acquire, develop or do business with the local authority or from persons who may apply to the local authority for any permission, licence, or other significant advantage.**
- 10.2 I register with the Monitoring Officer (or Clerk) any gift or hospitality with an estimated value of at least £50 within 28 days of its receipt.**
- 10.3 I register with the Monitoring Officer (or Clerk) any significant gift or hospitality that I have been offered but have refused to accept.**

In order to protect your position and the reputation of the local authority, you should exercise caution in accepting any gifts or hospitality which are (or which you reasonably believe to be offered to you because you are a councillor. The presumption should always be not to accept significant gifts or hospitality. However, there may be times when such a refusal may be difficult if it is seen as rudeness, in which case you could accept it, but must ensure it is publicly registered. However, you do not need to register gifts and hospitality which are not related to your role as a councillor, such as Christmas gifts from your friends and family. It is also important to note that it is appropriate to accept normal

expenses and hospitality associated with your duties as a councillor. If you are unsure, do contact your Monitoring Officer for guidance.

Appendices

Appendix A – The Seven Principles of Public Life

The principles are:

Selflessness – Holders of public office should act solely in terms of the public interest.

Integrity – Holders of public office must avoid placing themselves under any obligation to people or organisations that might try inappropriately to influence them in their work. They should not act or take decisions in order to gain financial or other material benefits for themselves, their family, or their friends. They must disclose and resolve any interests and relationships.

Objectivity – Holders of public office must act and take decisions impartially, fairly and on merit, using the best evidence and without discrimination or bias.

Accountability – Holders of public office are accountable to the public for their decisions and actions and must submit themselves to the scrutiny necessary to ensure this.

Openness – Holders of public office should act and take decisions in an open and transparent manner. Information should not be withheld from the public unless there are clear and lawful reasons for so doing.

Honesty – Holders of public office should be truthful.

Leadership – Holders of public office should exhibit these principles in their own behaviour. They should actively promote and robustly support the principles and be willing to challenge poor behaviour wherever it occurs.

Appendix B – Registering Interests

Within 28-days of becoming a member or your re-election or re-appointment to office you must register with the Monitoring Officer the interests which fall within the categories set out in **Table 1 (Disclosable Pecuniary Interests)** which are as described in “The Relevant Authorities (Disclosable Pecuniary Interests) Regulations 2012”. You should also register details of your other personal interests which fall within the categories set out in **Table 2 (Other Registerable Interests)**.

“Disclosable Pecuniary Interest” means an interest of yourself, or of your partner if you are aware of your partner’s interest, within the descriptions set out in **Table 1** below.

“Partner” means a spouse or civil partner, or a person with whom you are living as husband or wife, or a person with whom you are living as if you are civil partners.

1. You must ensure that your register of interests is kept up-to-date and within 28 days of becoming aware of any new interest, or of any change to a registered interest, notify the Monitoring Officer.
2. A “sensitive interest” is an interest which, if disclosed, could lead to the councillor, or a person connected within the councillor, being subject to violence or intimidation.
3. Where you have a “sensitive interest” you must notify the Monitoring Officer with the reasons why you believe it is a sensitive interest. If the Monitoring Officer agrees they will withhold the interest from the public register.

Non-participation in cases of disclosable pecuniary interest

4. Where a matter arises at a meeting which directly relates to one of your Disclosable Pecuniary Interests as set out in Table 1, you must disclose the interest, not participate in any discussion, or vote on the matter and must not remain in the room unless you have been granted a dispensation. If it is a “sensitive interest”, you do not have to disclose the nature of the interest, just that you have an interest. Dispensation may be granted in limited circumstances, to enable you to participate and vote on a matter in which you have a disclosable pecuniary interest.
5. Where you have a disclosable pecuniary interest on a matter to be considered or is being considered by you as a Cabinet Member, or in a Member executive role, in exercise of your executive function, you must notify the Clerk of the interest and must not take steps or further steps in the matter apart from arranging for someone else to deal with it.

Disclosure of Other Registerable Interests

6. Where a matter arises at a meeting which ***directly relates*** to the financial interest or wellbeing of one of your Other Registerable Interests (as set out in **Table 2**), you must disclose this interest. You may speak on the matter only if members of the public are also allowed to speak at the meeting, but otherwise must not take part in any discussion or vote on the matter and must not remain in the room unless you have been granted a dispensation. If it is a “sensitive interest”, you do not have to disclose the nature of the interest.

Disclosure of Non-Registerable Interests

7. Where a matter arises at a meeting which ***directly relates*** to your financial interest or well-being (and is not a Disclosable Pecuniary Interest set out in **Table 1**) or a financial interest or well-being of a relative or close associate, you must disclose the interest. You may speak on the matter only if members of the public are also allowed to speak at the meeting. Otherwise, you must not take part in any discussion or vote on the matter and must not remain in the room unless you have been granted a dispensation. If it is a “sensitive interest”, you do not have to disclose the nature of the interest.

8. Where a matter arises at a meeting which affects:

- a. Your own financial interest or well-being;
- b. A financial interest or well-being of a relative or close associate; or
- c. A financial interest or well-being of a body included under Other Registerable Interests as set out in **Table 2**;

you must disclose the interest. In order to determine whether you can remain in the meeting after disclosing your interest the following test should be applied.

9. Where a matter (referred to in paragraph 8 above) ***affects*** the financial interest or well-being:
 - a. to a greater extent than it affects the financial interests of the majority of inhabitants of the ward affected by decision, and
 - b. a reasonable member of the public knowing all the facts would believe that it would affect your view of the wider public interest;

You may speak on the matter only if members of the public are also allowed to speak at the meeting. Otherwise, you must not take part in any discussion or vote on the matter and must not remain in the room unless you have been granted a dispensation.

If it is a “sensitive interest”, you do not have to disclose the nature of the interest.

10. Where you have an Other Registerable Interest or Non-Registerable Interest on a matter to be considered or is being considered by you as a Cabinet Member, or in an executive role, in exercise of your executive function, you must notify the Clerk of the interest and must not take any steps or further steps in the matter apart from arranging for someone else to deal with it.

Table 1: Disclosable Pecuniary Interests

This table sets out the explanation of Disclosable Pecuniary Interests as set out in the [Relevant Authorities \(Disclosable Pecuniary Interests\) Regulations 2012](#).

Subject	Description
Employment, office, trade, profession, or vocation	Any employment, office, trade, profession or vocation carried on for profit or gain.
Sponsorship	Any payment or provision of any other financial benefit (other than from the council) made to the councillor during the previous 12-month period for expenses incurred in carrying out their duties as a councillor, or towards their election expenses. This includes any payment or financial benefit from a trade union within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1992.
Contracts	Any contract made between the councillor or their spouse or civil partner or the person with whom the councillor is living as if they were spouses/civil partners (or a firm in which such a person is a partner, or an incorporated body of which such person is a director* or a body that such person has a beneficial interest in the securities of*) and the council (a) under which goods or services are to be provided or works are to be executed; and (b) which has not been fully discharged.
Land and Property	Any beneficial interest in land which is within the area of the council. “Land” excludes an easement, servitude Interest or right in or over land which does not give the councillor or their spouse or civil partner or the person with whom the councillor is living as if they were spouses/civil partners (alone or jointly with another) a right to occupy or to receive income.

Licenses	Any licence (alone or jointly with others) to occupy land in the area of the council for a month or longer
Corporate Tenancies	Any tenancy where (to the councillor's knowledge) <ul style="list-style-type: none"> (a) the landlord is the council; and (b) the tenant is a body that the councillor, or their spouse or civil partner or person with whom the councillor is living as if they were spouses/civil partners is a partner of or a director* of or has a beneficial interest in the securities of.
Securities	Any beneficial interest in securities* of a body were <ul style="list-style-type: none"> (a) that body (to the councillor's knowledge) has a place of business or land in the area of the council; and (b) either <ul style="list-style-type: none"> (i) the total nominal value of the securities* exceeds £25,000 or one hundredth of the total issued share capital of that body; or (ii) if the share capital of that body is of more than one class, the total nominal value of the shares of any one class in which the councillor, or their spouse or civil partner or the person with whom the councillor is living as if they were spouses/civil partners have a beneficial interest exceeds one hundredth of the total issued share capital of that class.

* "director" includes a member of the committee of management of an industrial and provident society.

* "securities" means shares, debentures, debenture stock, loan stock, bonds, units of a collective investment scheme within the meaning of the Financial Services and Markets Act 2000 and other securities of any description, other than money deposited with a building society.

Table 2: Other Registerable Interests

You must register as an Other Registerable Interest:

- a) any unpaid directorships;
- b) any body of which you are a member or are in a position of general control or management and to which you are nominated or appointed by your authority;
- c) any body:
 - (i) exercising functions of a public nature;
 - (ii) directed to charitable purposes or;
 - (iii) one of whose principal purposes includes the influence of public opinion or policy (including any political party or trade union);
 - (iv) is not open to the public without formal membership.

Table: 3

Where a member has a Disclosable Pecuniary Interest, Other Registerable Interest or Non-Registerable Interest as detailed above the following applies:

What is the interest?	Do I have to complete the form and register?	Do I have to declare this interest?	When do I disclose this interest?	Can I participate?	Can I vote?	Do I have to leave the room?
Disclosable Pecuniary Interest	Yes Within 28 days of: <ul style="list-style-type: none"> • Becoming a member or re-appointment to office • Disclosing at a meeting a previously undisclosed interest • Becoming aware of any change or new interest 	Yes	As soon as you are aware that you have an interest	No	No	Yes
Other Registerable Interest	Yes Within 28 days of: <ul style="list-style-type: none"> • Becoming a member or re-appointment to office • Disclosing at a meeting a previously undisclosed interest • Becoming aware of any change or new interest 	Yes	As soon as you are aware that you have an interest	Yes if members of the public are able to speak at the meeting	No	Yes
Disclosure of Non-Registerable Interests	No	Yes	At the meeting – as soon as you are aware that you have an interest	Yes if members of the public are able to speak at the meeting	No	No

Date adopted by the Council - December 2022
Reviewed at Annual Meeting May 2023
Date for Next Review – May 2024

LEDBURY TOWN COUNCIL
OUTSIDE BODIES REPRESENTATIVES 2025/26

OUTSIDE BODY	COUNCILLOR REPRESENTATIVE 2024/25	COUNCILLOR REPRESENTATIVE 2025/26
Age Concern	Councillor Morris	
Community Choir	Town Mayor (President)	Town Mayor (President)
Community Hall Association	Councillor Morris Councillor Hughes Trustees have advised that they would welcome further Councillors onto both the Community Association and The Management Trustees	
Herefordshire Council- Parish Summits	Appropriate Chair or Vice Chair	Appropriate Chair or Vice Chair
Ledbury Carnival Association	Town Mayor Councillor Kettle	Town Mayor
Ledbury Consolidated Charities	Councillor Eakin	
Ledbury in Bloom	Councillor Morris Vacancy	
Ledbury Strömstad Twinning	Town Mayor Vacancy	Town Mayor
Ledbury Food Group	Councillor Morris	
Ledbury Food Bank	Town Mayor Councillor Morris	Town Mayor
Ledbury Children's Centre	Town Mayor	Town Mayor

AGENDA ITEM: 20

Ledbury Primary School Governors	Councillor Morris	Councillor Morris
RMTG Local Councillor Panels – Rural Vulnerable Young & Older People	Younger Peoples Group – Vacancy Older People’s Group - vacancy	
John Masefield Society	Councillor Morris	

LEDBURY TOWN COUNCIL - ASSET REGISTER
THE FOLLOWING ASSETS WERE HELD BY LEDBURY TOWN COUNCIL AS AT 31 MARCH 2025

PART 1 - LAND OWNED BY LEDBURY TOWN COUNCIL

Description	Location	Date Acquired	Purchase Price £	Estimated current value £	For Reporting	Insured amounts £
Dog Hill Wood	off Church Street	02.05.1927	150	1	Nominal v	1
Amenity Areas - Deer Park	Blenheim Drive	05.10.1981	1	1	Nominal value	1
	Shepherd's Close	15.10.1981				
	Jubilee Close	02.01.1979	1	1	Nominal v	1
Recreation Ground	off Orchard Lane	09.08.1926	Transferred to LTC at no cost	1	Nominal v	1
Cemetery	New Street	08.05.1907	600			
Cemetery extension	New Street	05.04.1967	Transferred to LTC at no cost	1	Nominal v	1

PART 2 - BUILDINGS OWNED BY LEDBURY TOWN COUNCIL

Description	Location	Date Acquired	Purchase Price £	Estimated current value £	For Reporting	Insured amounts £
The Market House	High Street	17.12.1992	22,500	1		1,711,292
Town Council Offices	1-3 Church Street	19.02.1960	1,400	335,000 as at 2014	335,000	3,583,505
Cemetery Chapel	New Street	Circa 1907		331,000 as at 2014	331,000	2,839,735
Cemetery Mortuary	New Street	Circa 1907		89,000 as at 2014	89,000	629,850

PART 3 - EQUIPMENT AND EXTERNAL "FURNITURE" OWNED BY LEDBURY TOWN COUNCIL

Description	Location	Date Acquired	Purchase Price £	Estimated current value £	For Reporting	Insured amounts £
Skateboarding facilities	Recreation Ground	2003 onwards	48,250	50,000		
Play equipment	Recreation Ground	1990 onwards	103,421	100,000		190,224
CCTV Equipment	Recreation Ground & Community Hall	2009	1,218	1,000		
Outdoor Exercise Equipment	Recreation Ground	2013	8,009			36,000
Youth Shelter	Recreation Ground	2019	14,699		13,690	
Street Furniture	Various locations	1980 onwards	21,532			120,000
Gates and fences	Various locations	1980 onwards	29,491			48,000.00
Mowers and other machinery	Cemetery	2009 onwards	8,409	6,727		30,000
Tables & Chairs	Town Council Offices For Use Under Market House	2020	1,200	1,080	1,200	
Mower	Cemetery	2020	6,650	5,320	6,650	
CCTV system	Cemetery	12.01.2024	2,645	2,645		
Road signs	Council offices	29.02.2023	901	901		
Defibrillator	Alms Houses	23.03.2023	1,395	1,395	1,395	
Speed Indicator Device	Various locations	11.11.2024	3,898	3,898		

PART 4 - TOWN COUNCIL OFFICES AND MARKET HOUSE

Description	Location	Date Acquired	Purchase Price £	Estimated current value £	For Reporting	Insured amounts £
Computer Equipment	Town Council Offices	2013 onwards	19,059	16,200		
Projection equipment	Town Council Offices	2009 onwards	1,109	942.65		
General Contents	Town Council Offices		77,860			
16th century wall paintings	Town Council Offices					
Dialogue of the Battle of Ledbury	Town Council Offices	2005	Gift	1	1	102,826
Mayoral Chains of office	Town Mayor	1999	976			
	Deputy Mayor	2003	Gift	1	1	

Market House Contents	Market House								
2 x Carousel Display stands	Tourist Information	2022		430	366			430	
PA System	Town Council Offices	2023		2,619	2226				
Recording Equipment	Town Council Offices	2023		979	832.15			979	
Video camera	Town Council Offices	01.08.2023		315.39	268			327	
Office Furniture	Town Council Offices	2023 onwards		2169	1843.65				

PART 5 - OTHER ITEMS

Description	Location	Date Acquired	Purchase Price £	Estimated current value £	For Reporting	Insured amounts £
Swallows Return Sculpture	Gloucester Road Roundabout	08.09.2016	Gift	1	Nominal v	1 22,617
Ford Ranger	Cemetery	05.08.2016	6,899	2759		
War Memorial	High Street	1919		1	Nominal v	1 90,000
Gazebos x 12	Multi	31.03.2022	8,340	7,089		8,340
Garden Tools	Town Council Offices	16.11.2022	200	180		200
Chapel carpet	Cemetery Chapel	16.11.2022	320	320		320
Rubbish Bins	Public Realm	Jan-23	1,215	1,093		1,215
Weeding Machine	Cemetery	Jan-23	20,895	16,716		20,895
Trailer & Hitch Lock and accessories	Cemetery	Jan-23	3,000	2,400		3,000
Memorial Board	Cemetery	22.07.2024	1,292	1,292		
Display Banners	Masefield Matters	22.07.2024	1,450	1,450		

Estimated Current Value 2025/26 £983,953.50
Previous Years Return 2024/25 £842,031.21
Total Value Of Purchase Price £425,498.00

Additional Items Purchased 20254/25
 Memorial Board - Cemetery £1,292.49
 Banners Masefield Matters £1,450.00

Speed Indicator Device	£3,898.40
IT equipment - new staff	£4,165.80
Office furniture	£1,354.00
	£12,160.69
Previous Years Return	£824,217.00
Additions FY 2024/25	£12,160.69
	£836,377.69

LEDBURY TOWN COUNCIL

RISK REGISTER - MAY 2025

Ledbury Town Council recognise that the greatest risk to a local authority is not being able to deliver the activity or services expected of the Council.

Management of risk is an essential part of the Council's work - it ensures that those who use our facilities are safe, giving the staff the protection to get on with their work, and protecting the assets that the Council hold. Risk assessment is a systematic examination of working conditions, workplace activities and environmental factors that enable the Council to identify any and all potential inherent risks. Ledbury Town Council will take all practical steps to reduce or eliminate the risks insofar as is reasonably practicable and making sure that all employees are made aware of the contents of this Risk Register and any related risk assessments.

Subject	Possible Risks	Actual			Management & Controls	Review/Assess/ Revise	Residual		
		Likelihood	Severity	Risk			Likelihood	Severity	Risk
1) FINANCIAL									
Business Continuity	Risk of Council not being able to continue its business due to an unexpected or tragic circumstance	1	5	5	Daily back-ups of council files made and stored to cloud storage - Disaster Management Plan required to reduce risk level		1	5	5
	Loss of Clerk	1	4	4	In the event the Clerk is unable to work Deputy Clerk to act up or employ a Locum Clerk/RFO (Flow diagram to be prepared)	Appropriate back up measures in place.	1	3	3
Precept	Adequacy of precept	2	2	4	Regular budget updates provided throughout the year to check the adequacy of the precept which is fixed by council. Council to ensure that maintain adequate reserves	Existing procedures adequate	2	1	2
	Council budget overspend	1	4	4	Regular budget monitoring to take place at Finance meetings and budget monitoring meetings (percentage spend considered on a monthly basis)	Appropriate back up measures in place.	1	3	3
	Failure to set a precept by HC deadline	1	3	3	Set a project plan for the budget development plan and agree this at the first meeting of the Finance, Policy & General Purposes Committee after September. Clerk ensures decision made before HC deadline. If not made on time HC would impose precept based on previous year	Review process regularly	1	3	3

Bank & Banking	Inadequate Checks	2	3	6	The Council has adopted the model Financial Regulations which set out the requirements for financial reporting to the council.	Review financial regulations annually	1	1	1
Bank & Banking	Bank error/failure/fraud	2	4	8	Council use a major clearing bank and a portfolio approach to reserves - Bank accounts reconciled monthly by RFO and chair of Finance - Expenditure reports provided at all finance committee meetings and scrutinised by members and reports made to full council	Review banking arrangements regularly	1	1	1
	Internal Fraud	2	4	8	Cheques require 3 signatories (2 x Cllr and either TC or DTC), internal audit, Cllr reconciliations, Committee approval of payments - Expenditure reports provided at all finance committee meetings and scrutinised by members and reports made to full council	Review and update processes regularly	2	1	2
Year End	Council does not adhere to its own financial regulations	2	2	4	Bank reconciliations are signed monthly and prior to approval of the Annual Accounting Statements by cash custodian	To be signed monthly by Chair of Finance Committee & RFO and reported to council	1	1	2

Cash/Cheques	Cheque book or cash theft or dishonesty	2	3	6	Cheque books kept in locked safe and the office is locked at night. Financial Regulations provide limit on cash withdrawal value and minimum cash on premises. Cash held in locked tin and kept in locked safe at all times. Cash balances held to be supported with a cash statement stating the denomination and value of cash held. This should be signed and dated by the cash custodian, and an independent person. The balance held should be agreed to the balance stated in the Council's accounting system. Appropriate controls in place when receiving money from Mayor in the form of a cash handling policy. All cheques must be signed by two appointed cllrs plus either the Town Clerk or Deputy Clerk	Review financial regulations annually	1	2	2
Payroll	Re-claiming/charging	3	3	9	The Council's Financial Regulations sets out the required processes and is checked annually by the Internal Auditor	Review financial regulations annually	2	2	4
	Failure to pay staff on time	3	3	9	The payroll is managed by DTBC of Holme Lacy - details to be provided by dates set by them, with email confirmation once prepared - Diarise monthly dates for sending details of hours worked and expected date of confirmation from DTBC (Request notification from banking provider that payroll has been received and confirmed via email)	Review process regularly	2	3	6
	Inland revenue returns and regulations - no inland revenue returns within regulations	2	3	6	Required information (P32) generated by DTBC as part of the payroll process - RFO makes payment monthly upon payment of salaries - salaries reported to FP & GP Committee as part of income and expenditure	Review process regularly	1	3	3

Election Costs	Financial risk to the council of election - inadequate funds available	2	2	4	Risk is higher in an election year. An earmarked reserve is held to cover anticipated as well as unanticipated election costs	Review earmarked reserve annually and increase/decrease input accordingly	1	2	2
Reporting & Auditing	No monitoring information provided to council	2	3	6	Monthly budget reports provided to FP & GP Committee which includes Bank reconciliations, breakdown or receipts and payments, balance sheet, and trial balance.	Review processes Regularly	1	3	3
	No compliance with Accounts and Audit Regulations 2015	2	4	8	Annual Internal and External audits undertaken in line with Accounts and Audit Regulations 2015	Ensure Clerk/RFO aware of amendments to Accounts and Audit	1	4	4
Annual Return	No Submission within time limits	2	4	8	Annual Return is completed and approved by Council and submitted to the External Auditor on time - Internal auditor completes relevant paperwork following year end close down Diarrise annual end of year close down and internal audit visit	Review process regularly	1	4	4
Direct Costs	Goods and services billed and paid for but not supplied	3	3	9	Council has financial regulations that set out underlying requirements - No advance payments to be made in respect of major projects without confirmation from council	Review Financial Regulations annually	3	2	6
Procurement	Council governing process not followed	4	5	20	Procurement "tool box" to be put in place providing clarification on roles within procurement process and responsibilities from staff to councillors	Review financial regulations regular and provide councillor and staff training - review sheet to be included in tool box documentation for review by FP & GP Committee	3	5	15

Orders and Invoices	Incorrect Invoicing	3	3	9	Council to ensure that invoices are approved in accordance with Financial Regulations. (This could be either through signature on each individual invoice, or by signature on each batch of invoices). Invoice for payment provided to either Finance or Full Council meetings for Cllr consideration and approval	Review Financial Regulations annually	2	3	6
Debts	Loss of Stock	2	2	4	The council carries minimal stocks which are checked and monitored regularly by the Clerk	Review Financial Regulations annually	1	2	2
	Unpaid invoices	3	2	6	Unpaid invoices to the council are pursued and where possible payment is obtained in advance	Review Financial Regulations annually	2	2	4
	Committee budget/line item overspend	3	3	9	Financial Regulations provide procedures to be followed - finance committee to review committee budgets quarterly	Review Financial Regulations annually	2	3	6
Petty Cash	Petty Cash not replenished to an agreed amount	3	3	9	Petty cash to be replenished on a top up basis to a limit of £250. Reimbursements to be supported by receipts of cash payments made.	Monthly	2	3	6
Acting outside of regulatory/statutory framework	Receiving inadequate advice - staff and councillors unaware and/or not working within the statutory framework of council and uninformed decisions taking, and lack of scrutiny full council	3	5	15	Ensure staff and councillors are able to access expert advice before and during decision making process i.e NALC, SLCC, or Internal Auditor	Following any issue that arises review and assess adequacies of procedures and revise accordingly	2	5	10
Lease agreements	Lease agreements not renewed or reviewed at specified times	4	4	16	Register of renewal dates to be kept updated and electronic calendar alerts set. Council to review and update lease agreements regularly - solicitors to be engaged accordingly to assist with preparation of lease agreements	Review annually	2	2	4

		Actual					Residual		
Subject	Possible Risks	Likelihood	Severity	Risk	Management & Controls	Review/Assess/ Revise	Likelihood	Severity	Risk
2) EMPLOYER'S LIABILITIES									
Employment Law	Failure to comply with employment law	3	5	15	Advice from will be sought from Professional bodies where required, support and regular review. Staff/councillors are encouraged to identify and attend appropriate training within annual budgets. Council policies and procedures are in place, or in progress with copies provided to staff who are requested to confirm receipt and reading of said policies and procedures.	Review procedures regularly and provide updates when changes to legislation	2	5	10
Long term unavailability of Clerk or loss of Clerk without a period of notice	Council business is not able to proceed	2	5	10	The appointment of a Deputy Clerk ameliorates this situation in the short term and backfill with longer term replacement if necessary. The Deputy Clerk will be supported in their studies to become CiLCA qualified. Contingency to be considered in the annual budget to cover any associated costs to employ a locum clerk		2	3	6
Long term unavailability of staff other than the Clerk		2	3	6	The Council will employ short term contract or agency staff.		2	2	4
Health & Safety	Failure to maintain a safe working environment	3	4	12	Health and Safety Policy - adopt and practice. Regular reviews from fire safety, DSE assessments. Appoint H & S Officer. All staff to be aware that they are responsible for their health & safety and of others	Review regularly - provide H & S training for all staff	2	4	8
Staff Safety from Members of Public	Protection of office based staff from visitors	3	4	12	When Council offices are open, two staff (staff can include a Councillor) must be on the premises. When closed, an electronic door lock and speaker system is fitted (and must be used). Lone working policy in place; staff receive appropriate training. CCTV installed.	Review regularly and ensure cameras are repaired with minimal delay.	2	4	8

		Actual					Residual		
Subject	Possible Risks	Likelihood	Severity	Risk	Management & Controls	Review/Assess/ Revise	Likelihood	Severity	Risk
3. OTHER LIABILITIES									
The Town Council expends funds on an activity outside its legal powers	Council is acting with ultra vires	3	5	15	Clerk checks the legal position with professional bodies prior to any action. Internal auditor reviews expenditure regularly. Financial Regulations are adhered to.	Regular review of the application of financial regulations and statutory process	2	5	10
Document Control	Failure to maintain full document control	4	3	12	Primary copies of unsigned documents are held electronically on site and secured to backup media within one day of creation or amendment. Electronic back up of all files undertaken each night and stored off-site. Third party check that daily back ups have been instigated. A file retention protocol is in place..	Review policies regularly and ensure back up completed daily	2	3	6
Employee contracts	Contracts do not reflect employee roles and salaries correctly	3	3	12	Employee contracts to be reviewed regularly. New contracts or letter to be issued when job role or rates of pay change due.	Annually at appraisals and when job role or rates of pay change	2	3	6
General Data Protection Regulations	Failure to keep records in accordance with the GDPR	4	4	16	A Council policy is in place to ensure compliance with GDPR or FOI, as appropriate. The Policy is administered by the Clerk, as the appointed DPO, who will report failings to Councillors on operation of the record keeping of the Council as soon as possible.	Reviewed if there is a change in law or every three years, whichever is the sooner. Clerk and Deputy Clerk attends appropriate training.	2	4	8

	Failure to respond to Data Protection/FOI disclosure requests as required by law	3	4	12	A Council policy is in place to ensure compliance with the DPA or FOIA, as appropriate. The Policy is administered by the Clerk, who will report failings to Councillors on operation of the record keeping of the Council as soon as possible. Ensure all rule changes are reported to Council at the earliest opportunity and that staff and councillors receive appropriate training.	1	3	3
Insurance Cover	Insufficient insurance cover for any aspect of Council responsibilities	3	5	15	All appropriate insurances are in place. List is maintained in the Council offices covering policies, types and amounts. Public Liability certificate on display in council offices, cemetery. Insurance reviewed annually by Finance Committee. On purchase of new equipment notice given to insurers.	2	5	10
Register of Interests for Councillors	Failure to maintain accurate Register of Interests - risk to individual councillors if not declaring interests which will impact on reputation of council as a whole	3	3	9	Register of Interest forms are provided to Councillors by the Clerk upon appointment to the Council and these are included in councillor profiles on the website with the link provided to Herefordshire Council. Responsibility remains with Cllrs to update forms where/when appropriate and provide updated copies to the clerk for appropriate. Declarations of interests made in meetings to be recorded in register and minutes accordingly.	2	3	6
Slander (Councillors)	Slander and/or libel by a Councillor	3	4	12	Councillors are personally responsible for their own actions and are covered by Code of Conduct and Nolan Principles - Process of reporting to Monitoring Officer will be undertaken and a complaint made and staff/councillor protocol will be applied	3	3	6

Slander (Staff)	Slander and/or libel by a member of staff	2	4	8	Staff covered by TC's liability insurance and employment conditions. Staff to be provided with relevant training and to read Council policies including the media and ICT policy. Only designated staff will have access to social media accounts and LTC website. All publications on social media and press release to be approved by Clerk or Deputy Clerk in their absence prior to publication.	Support and disciplinary processes reviewed annually and in the light of any incidents. All incidents are recorded and logged and may be referred to in the annual process	2	3	6
4. COUNCIL PROPERTY									
Weather conditions affecting Council Offices	Impact of flooding or other similar occurrences	3	3	9	Adequate insurance cover in place. Disaster recovery plan in place. Sand bags in place at rear entrance to offices - investigating more permanent solution	Review after any incidents	2	3	6
Weather conditions affecting Parish	Impact of flooding on staff	3	3	9	Arrangements in place for working from home, if staff aware of risk of flooding to take home laptops and work. Office phones connected to all laptops	Regular monitoring of weather conditions	3	2	6
	Impact of snow/ice staff	2	3	6	Arrangements in place for working from home, if staff aware of risk of flooding to take home laptops and work. Office phones connected to all laptops	Regular monitoring of weather conditions	2	2	4
Cemetery	Backlog of bodies to be buried	1	4	4	Bodies would be stored by local undertakers. In the event of a more significant backlog, undertakers from further afield could be approached and in the event of major epidemic, National Government would assist	Review after any occurrences	1	2	2
	Collapse of grave memorial or boundary wall at the closed churchyard and cemetery.	3	5	15	Memorial testing programme is enacted every 5 years. Visual inspection by Grounds officer to identify risks as part of general duties. Programme of inspection and repair in place for boundary walls and memorials. Grave Digger to use shoring when excavating. Only NAMM system for installing memorials permitted	Staff to review inspection processes annually	2	5	10

General Building Safety	Health and safety in buildings	3	4	12	All appropriate H&S legislation is complied with and a record of any events which compromise building safety of all Town Council buildings. These are kept and acted on by Town Clerk in conjunction with Town Councillors. This includes regular fire inspections and any action that is necessary. Appropriate liability insurance is in place. sprinkler system in place and regularly inspected by Chubb	Weekly fire alarm test carried out. Regular H & S inspections carried. Insurance renewed annually. Fire Warden and Health Safety Office in place and to be provided with appropriate training	2	4	8
Asbestos	Contractors working in areas with asbestos	2	4	4	Clerk to check Contractors are approved to work with asbestos and all safety precautions are adhered to. Asbestos survey reviewed prior to any works being undertaken	Reviewed prior to any works being carried out	1	4	4
Play Equipment	Damaged play equipment	3	4	12	It is a key task for our Groundsman to monitor the condition of all Council play equipment on a weekly basis. Play equipment insured.	All Council play equipment has an annual inspection by appropriately qualified person	2	4	8
Trees	Falling tree or branch hits person	3	4	12	Groundsman/Contractor to monitor the state of trees in all Council grounds for any signs of damage or other weakness particularly in the event of any storm or other extreme weather conditions. Reports received by residents are acted upon where applicable.	Regular tree surveys are undertaken suitably qualified arboriculturalists	1	4	4
Street furniture	Damage caused to street furniture (to include shelter at recreation ground)	3	3	9	All signs of damage/safety issues to be reported immediately to the Clerk. Intentional damage is reported to the Police and an incident number obtained. Shelter covered by CCTV	Review after any incidents - regular inspections carried out	2	3	6
Forced entry to Council property	Theft and damage	3	4	12	The buildings rather than the contents are the main assets. Doors are kept locked when not in use and intruder alarms fitted and set when buildings unoccupied. Council data is stored offsite; only paper copies are stored onsite. Security alarms managed by CHUBB. CCTV in operation	Quarterly alarm tests carried out by Chubb. Review after any incident	2	4	8

Foamstream Weeding Machine	Theft and damage	3	3	9	Security measures put in place - machine to be padlocked to trailer during and covered with a tarpaulin in summer months when stored outside - to be stored inside during winter months when not in - tracker fitted to trailer	Annually reviewed and after any incidents	2	2	4
Trailer for use by cemetery groundsman	Theft and damage	3	3	9	Security measures put in place - hitchlock fitted, wheel clamp/lock, and tracker to be fitted	Annually reviewed and after any incidents	2	2	4
5. OTHER ASSETS									
Asset register	Failure to maintain a full and accurate Asset Register	2	3	6	The Asset Register is administered by the Clerk. List of purchase prepared throughout the year to be included at year end to ensure regular updates	Register revised annually and Clerk prepares a report to FP&GP and FC.	2	2	4
6. CONTRACTUAL									
Tender rules	Incorrect application of tender rules	3	4	12	The Clerk checks the legal position with professional bodies, either when requested by Councillors or in his/her judgement if there is a risk to Council. Contract finder to be used and ALWAYS work within financial regulations	Financial Regulations reviewed annually. Criteria checked on application	2	4	8
Tender Threshold	Incorrect tender threshold set	3	4	12	Council to review its Financial Regulations annually and set tender threshold in line with the limit set out in the Public Contracts Regulations.	Reviewed annually - must comply with CIPFA regulations	2	4	8
CIC Confidentiality	Failure to maintain privacy of CIC information	3	4	12	The Clerk checks the legal position with professional bodies, either when requested by Councillors or in his/her judgement if there is a risk to Council.	Review after any incident	2	4	8

Contracts	A member of staff and/or a Councillor commit to a contract without proper authority	4	4	16	The authority for the commitment to all contracts rests solely with Councillors at a properly convened meeting of Ledbury Town Council except when the Clerk commits to a contract for daily operation of the Council. All commitments made outside the conditions above will be considered a misrepresentation by Council and will be reported to the Police and may result in court action in either the criminal or civil court. Councillor training ensures they are aware that any contract entered into outside of these provisions is invalid and would render them personally liable.	3	4	12
Year End	Dates for Exercise of Public Rights not approved by Council	3	3	9	Council to ensure that the date set for the Period of Public Rights is recorded in Council Minutes	2	3	6
7. COUNCIL ACTIVITIES								
Failure to provide reports for any Council, Committee or Working Party Meeting	Failure to follow legal requirements and provide councillors with information on projects and council business	4	3	12	All minutes of meetings are prepared within agreed timescales and agreed by Councillors at the next meeting. All minutes are made available for public access on the Town Council website at the time of publishing the next agenda for each committee.	2	3	6

Allocation of grant monies	Failure to follow proper procedures during the allocation of grant monies.	4	4	16	Councillors have a personal duty to ensure that their decisions regarding the allocation of grant monies is in accordance with the Financial Regulations and Grant criteria. If the Clerk or any Councillor believes or becomes aware of any infringement of procedures in the allocation of grant monies, they must raise the matter as a point of order immediately if part of the meeting where the subject is under discussion. Councillors will consider their own position as to whether any breach of procedures warrants a code of conduct report to the monitoring officer. Grant applications are recorded on appropriate forms and final reports are produced to ensure monies are spent correctly. Approved by F&GP and ratified by FC.	Clerk assesses eligibility under criteria and statutes	2	4	8
Consultation in invitations from senior authorities	Failure to respond to consultation invitations from senior authorities or other public bodies within the allotted time. This risk has little financial consequence; the primary risk is reputational damage to LTC.	3	3	9	The Clerk is responsible for notifying LTC of deadlines. Where consultation deadlines are unreasonably short, the Council will make strong representations to the relevant authority to gain an acceptable period.	Deadlines indicated on reports	1	3	3
Long term consultation processes	Failure to complete consultations on long term plans, eg Neighbourhood Development Plan	4	3	12	Hold proper consultations, involving appropriately qualified personnel. Take expert advice at the correct stages of the project. Manage the project correctly and ensure all provisions of the Localism Act are followed.		2	3	6



Local Councils

Policy Schedule

27/11/2024

Important (Material Circumstances)

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

Your Details

Name of Council:	Ledbury Town Council
Correspondence Address:	Town Council Offices Church Street Ledbury Herefordshire, County of HR8 1DH
Business:	Local Council
Schedule produced on:	27/11/2024
The county association of local council you are affiliated to:	Herefordshire
Population of Council Area:	12,000

Period of Insurance

Effective dates	From:	18 December 2024
	To:	17 December 2025
Renewal date:		18 December 2025
Long Term Undertaking:		Expiry Date: 17 December 2026

Your Insurance Adviser's Details

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

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

Premium Details

Annual Premium (excluding Terrorism):	£2,964.35
Insurance Premium Tax:	£355.72
Total Amount Due (excluding Terrorism):	£3,320.07
<hr/>	
Terrorism Premium:	£88.38
Insurance Premium Tax:	£10.61
Total Amount Due:	£98.99
<hr/>	
Overall Annual Premium:	£3,052.73
Overall Insurance Premium Tax:	£366.33
Policy Administration Fee:	£45.00
Overall Amount Due:	£3,464.06

Cover Summary

Section	Cover Operative	Limit of Indemnity
Property Damage	Covered	As per Schedule
Money	Covered	As per Schedule
Business Interruption	Covered	As per Schedule
Employers' Liability	Covered	£10,000,000
Public and Products Liability	Covered	£10,000,000
Fidelity Guarantee	Covered	£500,000
No Claims Discount and Application of Excess Protection	Not Covered	Not Applicable
Libel and Slander	Covered	£250,000
Officials Indemnity	Covered	£500,000
Personal Accident	Covered	£100,000
Legal Expenses	Covered	£250,000
Data Breach Response	Covered	£25,000

Applicable to all Sections where stated.

Excess

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

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

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

Sub Limits

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

All Limits of Liability apply any one Occurrence.

Limits are inclusive of the Excess unless otherwise stated.

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

Part A - Property Damage and Business Interruption

Section 1 - Property Damage

Property Insured	Declared Value	Sum Insured
Buildings	Not Insured	Not Insured
Contents	£164,941	£197,929
Other Property Insured away from the Premises		
Street Furniture	£100,000	£120,000
Walls, Gates and Fences	£40,000	£48,000
Playground Equipment	£160,105	£192,126
CCTV Equipment	Not Insured	£0
War Memorials	£75,000	£90,000
Ground Surfaces	Not Insured	£0
Mowers and Machinery	£50,000	£60,000
Sports Equipment	£30,000	£36,000
Regalia	Not Insured	£0
Terrorism	Insured	

Section Excess: £250

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

Excess in respect of all Terrorism claims: Nil

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

Property Damage Extensions - Sub-Limits

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

Section 1A - Money

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

Section 2 - Business Interruption

	Cover	Sum Insured
Item 1 - Gross Revenue Maximum Indemnity Period: 36 Months	Insured	£150,000
Item 2 - Additional Increased Cost of Working Maximum Indemnity Period: 36 Months	Insured	£150,000
Item 3 - Standalone Increased Cost of Working	Not Insured	
Item 4 - Loss of Rent Receivable	Not Insured	
Territorial Limits	Great Britain, Northern Ireland, the Channel Islands and the Isle of Man	

Business Interruption Extensions – Sub-Limits

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

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

Property Damage and Business Interruption Extensions - Sub-Limits

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

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

Part B - Liabilities

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

Part C - Additional Covers

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

Continental Scale

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

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

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

Section 10

Aviva Legal Helpline

The Policy provides automatic free access to the Aviva Legal helpline. This is available 24 hours a day, 365 days a year.

To contact the Aviva Legal helpline, please phone 0345 300 1899 and have the Policy Number available on request.

Endorsements

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

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

Additional Endorsements

[30] - Tree Felling and Lopping Cover

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

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

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

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

[31] - Fly Tipping Cover

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

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

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

[AMENDED] - Amended Policy Introduction

The following applies to your policy:

The Policy Introduction is amended and restated as follows:

Introduction

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

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

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

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

[BOUNCE001] - Bouncy Castles/Inflatables

Inflatables

If the Insured hires or operates inflatable equipment the Insured must:

1. ensure all operators have sufficient training and knowledge to understand the procedures and rules regarding the safe use and operation of such devices.
2. Follow the manufacturers' or suppliers' guidelines in relation to the maximum number of persons allowed in or on such devices at any one time.
3. Ensure all outdoor devices have adequate anchorage points that must be used at all times.
4. Inspect all devices daily prior to use and at least annually by a competent person. All defects that are a risk to health & safety must be rectified immediately or the device must be taken out of use until repaired.

Where inflatable equipment is hired in, the Insured must:

1. have in place a system of check to ensure that the supplier has Public and Products Liability insurance, which must not be less than the limit provided to the Insured by this Policy.
2. Keep written details of such insurance including the policy number, insurer and the limit of liability.

[COVEX] - General Exclusions - Coronavirus

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

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

[FIREWORKS_23] - Firework Displays & Bonfires

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

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

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

Part C Section 10 Legal Expenses

The Data Protection clause is restated as follows

2. Legal defence

B. Data Protection

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

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

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

4. Data Protection Act

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

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

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

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

Provided that

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

[IL001] - Index Linking

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

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

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

[KEYPERSONS] - Key Persons

Two - Business Interruption:

The Insurer will indemnify the Insured against;

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

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

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

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

Exclusions to this extension

We will not make payment under this Extension where

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

[LOR] - Rent Receivable

We will pay in respect of rent receivable the difference between

1. The rent which would have been receivable in respect of The premises during the Indemnity Period but for the Damage
2. The amount of rent actually received during the same period

less any savings in charges or expenses of The Business , payable out of rent receivable, which reduce or cease due to the Damage.

If at the time of the Damage the Sum Insured by this item is less than the rent which , but for the Damage would have been receivable during the 12 months from the date of the Damage (proportionately increased where the Maximum Indemnity Period exceeds 12 months) , You will

1. be Your own insurer for the difference
2. bear a rateable share of the loss.

The maximum we will pay is the Sum Insured stated in the schedule.

[PL002_23] - Skateboard Parks

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

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

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

[PL003_23] - Injury to Participants Exclusion

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

[PL004_23] - Playgrounds and Amusement Devices

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

You must ensure that in connection with playground and amusement devices

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

Long Term Undertaking - Expiry Date 17 December 2026

Reduced Premium

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

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

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

Local Council Awards Scheme (LCAS) Status

The Local Council Awards Scheme has not been attained.

Important Information

Data Protection – Privacy Notice

Personal Information

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

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

Personal information we collect and how we use it

We will use your personal information:

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

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

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

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

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

Credit Searches

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

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

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

Automated decision making

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

How we share your personal information with others

We may share your personal information:

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

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

Marketing

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

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

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

By email: helpdesk@aviva.co.uk

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

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

How long we keep your personal information for

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

Your rights

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

Contacting us

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

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

Fraud Prevention and Detection

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

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

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

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

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

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

Claims History

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

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

Complaints Procedure

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

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

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

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

Financial Services Compensation Scheme

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

Choice of Law

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

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

Telephone Call Charges and Recording

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

Material Circumstances

IMPORTANT – This policy is a legal contract

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

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

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

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

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

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

Claims since inception of this policy

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

Historic Britain Insurance renewal pack

Policy schedule



This schedule gives details of your premium and lists the sections of the policy document that you have chosen for your policy.

Please read this schedule alongside your Historic Britain Insurance policy document. You should tell your broker if you want to make any changes. They will be able to tell you whether the changes affect your renewal.

If you need a copy of the policy documents, please contact your broker or visit www.ecclesiastical.com/ME870

Premium details

Premium: **£15,520.25**

This is made up of a premium of £13,857.37 plus Insurance Premium Tax of £1,662.88.

Premises and policy sections included

For full details of the cover provided, please see the sections on the following pages of this schedule.

Insured premises	Policy section
Town Council Offices	Section 1 Property damage Section 3 Equipment breakdown
The Market House	Section 1 Property damage Section 3 Equipment breakdown
Cemetery Chapel	Section 1 Property damage Section 3 Equipment breakdown
Mortuary Chapel	Section 1 Property damage Section 3 Equipment breakdown
General cover	Section 4 Business interruption

Policy clauses

EXPLANATORY NOTE NOT FORMING PART OF THE POLICY

In recognition of the long-term change in working patterns brought about by the pandemic we previously enhanced our policy cover in respect of employees working from home, which was initially applied via our website. This endorsement embeds the existing cover from our website into your policy.

ENDORSEMENT FORMING PART OF THE POLICY

CC353 Office Equipment

The following extension is added to the Property damage section

Policy number

02/IHG/0423666

Date of issue

20 November 2024

Insured

Ledbury Town Council

Business description

Town council and property owner

Period of insurance

18 December 2024 to
17 December 2025

The policy document

If you need a copy of the policy documents, please contact your broker or visit

www.ecclesiastical.com/ME870

Policy number **02/IHG/0423666**

Date of issue **20 November 2024** Effective from **18 December 2024**

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Historic Britain Insurance renewal pack

Policy schedule

If CONTENTS are insured WE will pay for DAMAGE to office contents owned by YOU whilst kept at any of YOUR employees' homes within the GEOGRAPHICAL LIMITS

Provided that no payment is made for the same claim under any other policy

Limit

£2,500 any one item

£5,000 any one claim

CC334 Cyber amendments applicable to the Liabilities Professional indemnity Trustees' and management liability and Directors' and officers' liability sections

The following definitions are added to the Liabilities Professional indemnity Trustees' and management liability and Directors' and officers' liability sections

CYBER ACT

means an unauthorised malicious or criminal act or series of related unauthorised malicious or criminal acts regardless of time and place or the threat or hoax thereof involving access to processing of use of or operation of any COMPUTER SYSTEM

CYBER INCIDENT

means

(a) any error or omission or series of related errors or omissions involving access to processing of use of or operation of any COMPUTER SYSTEM or

(b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access process use or operate any COMPUTER SYSTEM

COMPUTER SYSTEM

means any computer hardware software communications system electronic device (including but not limited to smart phone laptop tablet wearable device) server cloud or microcontroller including any similar

Policy number **02/IHG/0423666**

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Historic Britain Insurance renewal pack

Policy schedule

system or any configuration of the aforementioned and including any associated input output data storage device networking equipment or back up facility

The following definition is added to the Professional indemnity Trustees' and management liability and Directors' and officers' liability sections

DATA

means information facts concepts code or any other information of any kind that is recorded or transmitted in a form to be used accessed processed transmitted or stored by a COMPUTER SYSTEM

THE FOLLOWING AMENDMENTS APPLY TO THE LIABILITIES SECTION OF THE POLICY

The definitions of Data and Property are deleted and replaced with the following

DATA

means information facts concepts code or any other information of any kind that is recorded or transmitted in a form to be used accessed processed transmitted or stored by a COMPUTER SYSTEM

PROPERTY

means material property

The following exclusion applies

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

This exclusion will not apply to legal liability to pay damages and LEGAL COSTS resulting from

(i) statutory liability under the Employers' Liability cover

Policy number **02/IHG/0423666**

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Historic Britain Insurance renewal pack

Policy schedule

(ii) liability caused by or arising out of a CYBER ACT or a CYBER INCIDENT that results in BODILY INJURY to third parties or physical damage to third party PROPERTY

(iii) liability arising under the Data Protection extension

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

Data Protection extension - amendment to limit

The total amount WE will pay in respect of (a) is £1,000,000 any one claim and in the aggregate any one period of insurance and not as otherwise stated

THE FOLLOWING AMENDMENTS APPLY TO THE PROFESSIONAL INDEMNITY SECTION OF THE POLICY

Exclusion (22) is deleted and replaced by the following

WE shall not have any liability under this section of the policy for or directly or indirectly arising out of or in any way connected with

(a) any loss damage liability claim cost or expense of whatsoever nature directly or indirectly caused by contributed to by resulting from arising out of or in connection with any CYBER ACT or CYBER INCIDENT including but not limited to any action taken in controlling preventing suppressing or remediating any CYBER ACT or CYBER INCIDENT regardless of any other cause or event contributing concurrently or in any other sequence thereto

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

Notwithstanding the above no cover otherwise provided under Cover

1(a) for CLAIMS arising from WRONGFUL ACTS committed in

Policy number **02/IHG/0423666**

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Historic Britain Insurance renewal pack

Policy schedule

the conduct of YOUR BUSINESS shall be restricted solely due to the use of a COMPUTER SYSTEM or DATA

Amendment to Exclusion (4)

Exclusion (4) is restated as follows

(4) any damage to or destruction or loss of any property (except as provided by Cover 1(b) and Cover 2) including loss of use unless directly caused by a WRONGFUL ACT

Amendment to Cover 2

Cover 2 - Loss of documents is restated as follows

WE shall indemnify YOU for reasonable and necessary costs incurred in restoring or replacing any DOCUMENT which has been unintentionally destroyed damaged lost or mislaid during the PERIOD OF INSURANCE (and which after diligent search cannot be found) the occurrence of which has been NOTIFIED during the PERIOD OF INSURANCE

Amendment to the Limit of Indemnity

The paragraph in respect of the limit for Cover 2(a) is restated as follows

In respect of Cover 2 an aggregate sub-limit of indemnity of £250,000 shall apply in respect of all such losses in any one period of insurance

THE FOLLOWING AMENDMENTS APPLY TO COVER 2 OF THE TRUSTEES' AND MANAGEMENT LIABILITY SECTION OF THE POLICY

Exclusion (i) is deleted and replaced by the following

No indemnity will be provided in respect of

(a) any loss damage liability claim cost or expense of whatsoever nature directly or indirectly caused by contributed to by resulting from arising out of or in connection with any CYBER ACT or CYBER INCIDENT including but not limited to any action taken in controlling preventing suppressing or remediating any CYBER ACT or CYBER INCIDENT

Policy number **02/IHG/0423666**

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Historic Britain Insurance renewal pack

Policy schedule

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

- (b) any loss of use reduction in functionality repair replacement
restoration or reproduction of any DATA including any amount
pertaining to the value of such DATA

However this exclusion shall not apply to claims for legal liability
under Cover 2 (a) Trustees' and management liability arising from a
WRONGFUL ACT of

- (a) any TRUSTEE when carrying out any duty as TRUSTEE
or

- (b) any EMPLOYEE when acting on behalf of the TRUSTEE
when carrying out any duty of the TRUSTEE

involving access to processing of use of or operation of any
COMPUTER SYSTEM or DATA

THE FOLLOWING AMENDMENTS APPLY TO THE
DIRECTORS' AND OFFICERS' LIABILITY SECTION OF
THE POLICY

The following exclusion is added

WE shall not have any liability under this section of the policy for
or directly or indirectly arising out of or in any way connected with

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

However this exclusion shall not apply to LOSS under

- (a) Cover 1 Legal Liability or

Policy number **02/IHG/0423666**

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113848.

Historic Britain Insurance renewal pack

Policy schedule

(b) Cover 2 (a) and (b) DEFENCE COSTS AND EXPENSES

arising from a WRONGFUL ACT of the INSURED

EXPLANATORY NOTE: NOT FORMING PART OF YOUR POLICY.

When property insurance policies were developed computer and cyber risks were rare or did not exist; therefore no specific exclusionary language was necessary at that time. As computer technology has evolved, allied with the growth of the internet and connectivity, exposure to cyber events has increased significantly. As cyber risks have not been insured by standard property insurances, premiums have never included such cyber risks. To cater for these new risks specific Cyber insurance covers (via a specific policy or section within a policy) have been developed, which may be purchased separately.

Following improved clarity and contract certainty in the reinsurance market as regards cyber risks, we are providing similar clarification under your policy through the following clause (which does form part of your policy).

ENDORSEMENT FORMING PART OF YOUR POLICY.

The following endorsement is applied to your policy and overrides any existing Electronic risks exclusion applicable to the relevant sections

CC291 Cyber Loss Limited Exclusion Clause (Property)

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

1.1. any unauthorised access to or loss of alteration of or damage to or a reduction in the functionality availability or operation of a COMPUTER SYSTEM or any unauthorised access to or modification of DATA

Notwithstanding the provisions of this sub-paragraph 1.1. and subject to all other terms and conditions and exclusions contained in this policy this policy will provide cover for physical loss of or physical

Policy number **02/IHG/0423666**

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Policy schedule

damage to property insured under this policy (not including DATA) and any TIME ELEMENT LOSS directly resulting therefrom where such physical loss or physical damage is directly occasioned by any of the following perils provided always that such perils are otherwise insured by this policy

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

1.2. any loss of use reduction in functionality repair replacement restoration or reproduction of any DATA including any amount pertaining to the value of such DATA

Notwithstanding the provisions of this sub-paragraph 1.2. in the event that hardware or the data storage device of a COMPUTER SYSTEM insured under this policy sustains physical damage caused by a peril described in the proviso to paragraph 1.1. above which results in damage to or loss of DATA stored on that hardware or the data storage device then the damage to or loss of such DATA shall be recoverable hereunder and the basis of valuation for the recovery of the damaged or lost DATA under this Policy shall be limited to the cost of reproducing DATA provided that such costs are otherwise indemnifiable under this policy

Policy number **02/IHG/0423666**

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Historic Britain Insurance renewal pack

Policy schedule

Such costs shall include all reasonable and necessary expenses incurred in re-creating gathering and assembling such DATA but shall not include the value of the DATA whether to the Insured or any other party even if such DATA cannot be recreated gathered or assembled

1.3. any

(i) Unauthorised appropriation of DATA

(ii) Unauthorised transmission of DATA to any Third Party

(iii) Misrepresentation or use or mis-use of DATA

(iv) Operator error in respect of DATA

1.4. any threat to carry out or perpetrate a hoax in respect of anything described in sub-paragraphs 1.1. - 1.3. above

1.5. any action taken or failure to take action to prevent control limit or respond to anything described in sub-paragraphs 1.1. - 1.4. above

Definitions specific to this exclusion

COMPUTER SYSTEM means any computer hardware software communications system electronic device (including but not limited to smart phone laptop tablet wearable device) server cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input output data storage device networking equipment or back up facility

DATA means information facts concepts code or any other information of any kind that is recorded or transmitted in a form to be used accessed processed transmitted or stored by a COMPUTER SYSTEM

TIME ELEMENT LOSS means business interruption contingent business interruption or any other consequential losses

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

a. Employers' Liability

Policy number **02/IHG/0423666**

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Historic Britain Insurance renewal pack

Policy schedule

- b. Public Liability
- c. Medical Malpractice
- d. Reputational Risks
- e. Professional Indemnity
- f. Governors' Trustees' and Management Liability
- g. Directors & Officers Liability
- h. Personal Accident
- i. Legal Expenses
- j. Travel
- k. Terrorism
- l. Cyber
- m. Equipment breakdown

CC256 Equipment breakdown - Silent Cyber exclusion

Applicable to the Equipment breakdown section of the policy

Definitions

The following definition is added

CYBER EVENT

means

- (a) a failure of electronic equipment to correctly recognise process or store any data
- (b) a hostile malicious illegal or transgressive act committed through electronic systems including but not limited to
- (i) a virus (a program code programming instruction or any set of instructions intended to damage interfere with or have a negative effect on computer programs data or operations)

Policy number **02/IHG/0423666**

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Historic Britain Insurance renewal pack

Policy schedule

- (ii) hacking (unauthorised access to any computer or other electronic equipment)
- (iii) a denial of service attack (any actions or instructions intended to damage interfere with or affect the availability or performance of networks network services network connectivity or telecommunication systems)

The Breakdown definition is deleted and replaced with the following

BREAKDOWN

means

- (a) the actual breaking failure distortion or burning out of any part of the COVERED EQUIPMENT whilst in ordinary use arising from defects in the COVERED EQUIPMENT causing its sudden stoppage and necessitating repair or replacement before it can resume work
- (b) fracturing of any part of the COVERED EQUIPMENT by frost when such fracture renders the COVERED EQUIPMENT inoperative
- (c) the actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary
- (d) ELECTRONIC DERANGEMENT

The following Electronic derangement definition is added

This replaces any existing definition of Derangement and or Electronic derangement

ELECTRONIC DERANGEMENT

means malfunction of the COMPUTER EQUIPMENT or electronic circuitry controlling or operating the COVERED EQUIPMENT that is not accompanied by visible DAMAGE and requires replacement of one or more insured components of the COVERED EQUIPMENT in order to restore it to its normal operation

Policy number **02/IHG/0423666**

Date of issue **20 November 2024** Effective from **18 December 2024**

Ecclesiastical Insurance Office plc (EIO) Reg. No. 24869. Registered in England at Benefact House, 2000, Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom. EIO is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 113848.

Historic Britain Insurance renewal pack

Policy schedule

Excluding

- (a) the rebooting reloading or updating of software or firmware
- (b) the incompatibility of COVERED EQUIPMENT with any software or equipment installed introduced or networked within the previous 30 days
- (c) the COVERED EQUIPMENT being of insufficient size specification or capacity
- (d) loss or DAMAGE caused by a CYBER EVENT

Exclusions

The following amendments are made to the exclusions

Any exclusion relating to damage to data or damage caused by transmission or impact of any virus or damage caused by failure of a system is deleted

The following exclusions are added

any loss or DAMAGE caused by a CYBER EVENT

any loss of or DAMAGE to data or MEDIA caused by

- (a) programming error or programming limitation
- (b) loss of data (other than as specifically provided for under any Reinstatement of Data and Computer Increased Costs of Working extension of cover)
- (c) loss of access
- (d) loss of use
- (e) loss of functionality

Extensions

Any extension of the Equipment breakdown section that provides cover for Reinstatement of Data and or Computer Increased Costs of Working is deleted and replaced with the following

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Historic Britain Insurance renewal pack

Policy schedule

Reinstatement of data and Computer Increased Costs of Working

(A) Unless otherwise excluded WE will pay the costs YOU incur in reinstating data that is lost or damaged as a consequence of an ACCIDENT to COVERED EQUIPMENT

Providing that

(i) OUR liability is limited solely to the cost of reinstating data onto MEDIA

(ii) WE shall not be liable for loss or damage to software

Limit

£50,000 any one ACCIDENT

(B) In addition WE will pay costs necessarily and reasonably incurred by YOU for the sole purpose of avoiding or diminishing the resulting interruption or interference to YOUR computer operations

Limit

£50,000 any one ACCIDENT

CC239 Food Poisoning defective sanitation vermin or murder or suicide extension

Business Interruption - Removal of Specified diseases cover - applicable to any section of the policy covering business interruption loss of income loss of revenue consequential loss or rental income

Any extension that provides cover for specified diseases murder suicide food poisoning defective sanitation & vermin is deleted and replaced with the following

Food poisoning defective sanitation vermin murder or suicide extension

The prevention or restriction of access to or closure of the PREMISES on the order or advice of the Police Environmental Health or other similar enforcement agency as a direct consequence of

a. any injury or illness sustained by any person arising from or traceable to food or drink poisoning which is directly traceable to

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Historic Britain Insurance renewal pack

Policy schedule

food or drink provided at the PREMISES

b. any accident causing defects in drains or other sanitary arrangements at the PREMISES

c. any discovery of vermin at the PREMISES

d. murder rape or suicide at the PREMISES

Provided that

- WE shall only be liable for the loss arising at premises YOU occupy and which are directly affected by the occurrence discovery or accident

- Extensions which deem DAMAGE at other locations to be DAMAGE at the PREMISES shall not apply to this cover

Excluding any costs incurred in the cleaning repair replacement recall or checking of property

Limit

OUR liability under this extension in respect of any one occurrence discovery or accident shall not exceed the lesser of £250,000 or 25% of

a. the sum insured by the items or

b. the limit of OUR liability by the items if the declaration-linked basis applies

The maximum indemnity period for this extension will not exceed three months beginning from the date on which the restrictions on the PREMISES are applied

CC230 Infectious or Communicable Disease Exclusion

Definition applicable to this exclusion

INFECTIOUS OR COMMUNICABLE DISEASE means any disease pandemic or epidemic including but not limited to any

- virus

- bacterium

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Historic Britain Insurance renewal pack

Policy schedule

- parasite
- other organism or infectious matter
- any mutation or variation to any of the above

whether

- living or dead
- natural or artificial
- officially declared an epidemic or pandemic or not

transmitted by any direct or indirect means (whether asymptomatic or not)

This policy does not cover loss damage liability cost expense or any other sum of whatsoever nature directly or indirectly caused by resulting from arising out of or related to or contributed to by

1) any INFECTIOUS OR COMMUNICABLE DISEASE
including but not limited to

a. the fear of a threat (whether actual or perceived) from an
INFECTIOUS OR COMMUNICABLE DISEASE

b. contamination or fear of contamination (whether actual or
perceived) of property by an INFECTIOUS OR
COMMUNICABLE DISEASE

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

2) any action taken or failure to take action to prevent control or
respond to any INFECTIOUS OR COMMUNICABLE
DISEASE

Provided that

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

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Historic Britain Insurance renewal pack

Policy schedule

event

ii. in the event of any conflict between this exclusion and any other provision of this policy this exclusion shall always apply and take precedence over any such other provision

iii. where WE apply this exclusion the burden of proving the contrary rests with the INSURED

iv. this exclusion applies to all cover sections of this policy except those covers (where available and insured by this policy) noted below

a. Employers' Liability

b. Public Liability

c. Medical Malpractice

d. Reputational Risks

e. Professional Indemnity

f. Governors' Trustees' and Management Liability

g. Directors & Officers Liability

h. Personal Accident

i. Legal Expenses

j. Travel

k. Terrorism

CC390 Prevention of Access - non-damage exclusion

Any cover (however titled) provided by this policy in respect of prevention denial or hindrance of access to or use of the PREMISES as a result of

- the action of government police emergency services or local authority or

- any other similar cover

not involving damage to property (whether the property of the

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Historic Britain Insurance renewal pack

Policy schedule

INSURED or any other party) is deleted

This clause does not apply to more specific extension(s) or parts of extension(s) in respect of

- bomb scare or
- food poisoning defective sanitation vermin or murder or suicide

CC391 Failure of Supply amendment

Applicable to any section of the policy headed

- business interruption
- loss of income
- loss of revenue
- consequential loss
- rental income

The following exclusion is added to the Failure of Supply extension

any loss resulting from DAMAGE to overhead cables unless occurring within 1 mile of the PREMISES

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Policy schedule

Cover for

Town Council Offices, Church Street, LEDBURY
Herefordshire, HR8 1DH



Section 1 Property damage

The items your insurance covers

This table gives details of the items covered by the Property damage section of your policy, and the amounts they are insured for.

Item	Sum insured	Day one items declared value	First loss items full value
Buildings	£3,610,957	£3,139,963	

Excesses

The table below shows the excesses you will need to pay.

	Excess
RESTRICTED PERILS unless listed below	£350

Other causes	Excess
THEFT	£350
ESCAPE OF OIL	£350
Deterioration of refrigerated stock	£50
All other losses	£350

Item excesses (applicable to all losses)	Excess
PERSONAL BELONGINGS	£50

Property damage clauses

C1008 Construction Amendment Memorandum

In accordance with details lodged with and accepted by US specific buildings (or parts of buildings) insured by this Policy are built with materials other than brick stone or concrete and roofed with materials other than slates tiles metal concrete or asphalt

Section 3 Equipment breakdown

Section applies.

Excess: £350

Historic Britain insurance renewal pack

Policy schedule



Cover for
The Market House, High Street, Ledbury, HR8 1DS

Section 1 Property damage

The items your insurance covers

This table gives details of the items covered by the Property damage section of your policy, and the amounts they are insured for.

Item	Sum insured	Day one items declared value	First loss items full value
Buildings	£1,724,402	£1,499,480	

Excesses

The table below shows the excesses you will need to pay.

	Excess
RESTRICTED PERILS unless listed below	£350
Other causes	Excess
THEFT	£350
ESCAPE OF OIL	£350
Deterioration of refrigerated stock	£50
All other losses	£350
Item excesses (applicable to all losses)	Excess
PERSONAL BELONGINGS	£50

Property damage clauses

C1310 Excluded Cover - Impact

Cover excludes DAMAGE as a result of IMPACT

C1008 Construction Amendment Memorandum

In accordance with details lodged with and accepted by US specific buildings (or parts of buildings) insured by this Policy are built with materials other than brick stone or concrete and roofed with materials other than slates tiles metal concrete or asphalt

Section 3 Equipment breakdown

Section applies.

Excess: £350

Policy schedule

Cover for

Cemetery Chapel, New Street, Ledbury, HR8 2DX



Section 1 Property damage

The items your insurance covers

This table gives details of the items covered by the Property damage section of your policy, and the amounts they are insured for.

Item	Sum insured	Day one items declared value	First loss items full value
Buildings	£2,861,490	£2,488,252	

Excesses

The table below shows the excesses you will need to pay.

	Excess
RESTRICTED PERILS unless listed below	£350
Other causes	Excess
THEFT	£350
ESCAPE OF OIL	£350
Deterioration of refrigerated stock	£50
All other losses	£350
Item excesses (applicable to all losses)	Excess
PERSONAL BELONGINGS	£50

Section 3 Equipment breakdown

Section applies.

Excess: £350

Historic Britain insurance renewal pack

Policy schedule

Cover for
Mortuary Chapel, New Street, Ledbury, HR8 2DX



Section 1 Property damage

The items your insurance covers

This table gives details of the items covered by the Property damage section of your policy, and the amounts they are insured for.

Item	Sum insured	Day one items declared value	First loss items full value
Buildings	£634,672	£551,889	

Excesses

The table below shows the excesses you will need to pay.

	Excess
RESTRICTED PERILS unless listed below	£350
Other causes	Excess
THEFT	£350
ESCAPE OF OIL	£350
Deterioration of refrigerated stock	£50
All other losses	£350
Item excesses (applicable to all losses)	Excess
PERSONAL BELONGINGS	£50

Section 3 Equipment breakdown

Section applies.

Excess: £350



Historic Britain insurance renewal pack

Policy schedule



General Cover

The cover provided here applies on a general basis (excluding any premises where this section is more specifically insured).

Section 4 Business interruption

Items covered

This table gives details of the items covered by the Business interruption section of your policy.

Item	Sum insured	First loss	Declaration-linked basis?	Maximum indemnity period
Revenue inc donations & grants	£50,000	N/A	NO	36 months
Addl increased cost of working	£10,000	N/A	NO	36 months

Business interruption clauses

C3087 Planning Permission Delays

Delays following DAMAGE not otherwise excluded under this policy caused by obtaining listed building consent from the appropriate authorities for repairs to YOUR BUILDINGS

Limit 3 months in addition to YOUR INDEMNITY PERIOD

Special condition applicable to this extension - minimum indemnity period YOUR INDEMNITY PERIOD must be at least 24 months for this extension to apply

Historic Britain insurance renewal pack

Policy schedule



Glossary

Estimated

Estimated figures allow us to provisionally assess the premium we require. When the policy is renewed, you should tell us the actual figure so that we may make the necessary additional premium charge or refund and create a new estimate for the year ahead.

Day one items declared value

The declared value is the cost of rebuilding or replacing the property on the first day of the period of insurance. The policy schedule shows the value you have given us.

The declared value does not allow for future inflation.

The sum insured shows the declared value increased by the percentage amount you have chosen as protection against inflation during the time it would take to rebuild or replace the property.

First loss items

First Loss items are those where a total loss is not expected. The amount we have agreed with you as the maximum likely loss following any one occurrence is shown under the sum insured. The full value represents the full reinstatement value.

Declaration-linked basis

The declaration-linked basis is a way of providing inflation protection for your sums insured. The premium and the sum insured are based on the estimates you have provided. At the end of each year, you provide us with declarations of your profits, and the sum insured and premium are adjusted in accordance with the declaration-linked basis special condition in the policy document.

Insured's own vehicles

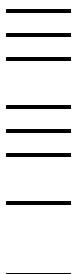
These are vehicles operated by the Insured and declared to be in use for the transit of goods at any one time.

Excesses

The excess is the amount you would have to pay towards any loss.

Clauses

The clause records changes to the standard terms and conditions of the policy or relevant section. Words in capital letters are defined in the policy document.





LEDBURY TOWN COUNCIL

CONCERNS AND COMPLAINTS POLICY

Date Adopted: 30th May 2020

Reviewed: 29th September 2022 & 29th June 2023

Next Review: 8th May 2025



LEDBURY TOWN COUNCIL

CONCERNS AND COMPLAINTS POLICY

Concerns & Complaints

Ledbury Town Council recognises that from time to time there will be concerns expressed by members of the public over the activities of the Council or one of its employees. The Council is committed to dealing effectively with any concerns or complaints you may have about our service. We aim to clarify any issues about which you are not sure. If possible, we will put right any mistakes we have made, we will provide any service you're entitled to which we have failed to deliver. If we got something wrong, we will apologise and where possible we will try to put things right. We also aim to learn from our mistakes and use the information we gain to improve our services.

When to use this Policy

When you express your concerns or complain to us, we will usually respond in the way we explain below. However, sometimes you may have a statutory right of appeal, so rather than investigate your concern, we will explain to you how you can appeal. Sometimes, you might be concerned about matters that are not decided by us and we will then advise you about how to make your concerns known.

Also, this policy does not apply if the matter relates to a Freedom of Information or Data Protection issue. In these circumstances, you should write to the Town Clerk, Ledbury Town Council, Church Street, Ledbury, HR8 1DH.

Have you asked us yet?

If you are approaching us for a service for the first time, (i.e. Cemetery, Recreation Ground or other amenity area) then this policy does not apply. You should first give us a chance to respond to your request. If you make a request for a service and then are not happy with our response, you will be able to make your concern known as detailed below.

Informal Resolution

If possible, we believe it's best to deal with things straight away rather than try to sort them out later. If you have a concern, raise it with the person you are dealing with and they will attempt to resolve it for you there and then if there are any lessons to learn from addressing your concern then the Member or employee will draw them to the attention of the Clerk. If they can't help, they will explain why and you can then ask for a formal investigation, or in the case of a complaint against a Member you will be

referred first to the Local Resolution Policy and if necessary then to the standard complaints procedure as outlined in the Councillor Code of Conduct and Hereford Council Standards procedure.

https://www.herefordshire.gov.uk/downloads/download/602/standards_and_ethics;

How to express your concern or complaint formally

You can put your concern/complaint forward in any of the following ways:-

- Ask for a copy of our complaints form from the person with whom you are already in contact, advising that you want your concern/complaint dealt with formally;
- Contact the Council offices on 01531 632306 if you wish to make your complaint over the phone;
- Download a copy of our complaints form from our website at <http://www.ledburytowncouncil.gov.uk>
- Email us at: reception@ledburytowncouncil.gov.uk
- Write to us at: - Ledbury Town Council, Church Street, Ledbury, HR8 1DH

Dealing with your concern

- We will formally acknowledge your concern/complaint within 5-working days of receipt and advise you of how we intend to deal with it;
- We will ask you to tell us how you would like to communicate with you and establish whether you have any particular requirements – i.e. do you have a disability;
- We will deal with your concern/complaint in an open and honest way;
- We will make sure that your dealings with us in the future do not suffer just because you have expressed a concern or made a complaint.

We will, as a rule, only be able to look into your concern/complaint if you tell us about it within 6-months of it occurring.

We may, in exceptional circumstances, be able to look at concerns which are brought later than 6-months, however, you will need to demonstrate good reasons why you have not been able to bring it to the attention of the Council sooner and we will need sufficient information about the issue to enable us to consider it properly. (in any event, regardless of the circumstances, we will not consider any concerns about matters that took place more than three-years ago).

A separate Local Resolution Policy is provided in respect of the following low level complaints:

- Minor complaints from Members about Members;
- Minor complaints from Officers about Members;
- Members alleged to have not shown respect and consideration for others – either verbally or written.

What if there is more than one body involved?

If your complaint involves more than one body (i.e. Hereford Council, Health Board etc.) we will usually work with them to decide who should take a lead in dealing with your concerns. You will then be given the name of the person who will be handling your complaint for future communications.

If the complaint is about a body working on behalf of the Council (i.e. contractors) you may wish to raise the matter informally with them first. However, if you want to express your concern or complaint formally, we will look into this and respond to you accordingly.

Investigation

You will be advised of who is handling your concern/complaint. If your complaint is straightforward, we will usually ask an officer of the Council to look into it and get back to you. If it is more serious, we may use someone from elsewhere in the Council or in some cases we may appoint an independent investigator.

We will provide details of our understanding of your concern/complaint and ask you to confirm that we have the correct understanding. We will also ask you to tell us what you would like as an outcome to the concern/complaint. The person appointed to look at your complaint will usually need to see any files or correspondence we hold relevant to your complaint, if you do not want this to happen it is important that you advise us of this.

If there is a simple solution to your problem, we may ask you to consider it and advise us whether you are happy to accept the outcome. For example; where you have asked for a service and have not received it, we will offer to provide the service, rather than investigate and produce a report.

We will aim to resolve concerns as quickly as possible and expect to deal with the majority within 20-working days. However, if your complaint is more complex, we will:

- Advise you within this time why we think it may take longer to investigate;
- Advise you how long we anticipate it will take;
- Advise you of where we are, at that point, with the investigation;
- Provide you with regular updates, including advising you of whether any developments are likely to change our original estimate of completion.

The person investigating your concerns will aim, in the first instance, to establish the facts. The extent of the investigation will depend on the complexity and seriousness of the issues you have raised. In more complex cases we will draw up an investigation plan.

In some instance, we may ask you to meet with the person investigating your case, to discuss your concerns. Occasionally, if felt appropriate, we might suggest mediation or another method to try to resolve disputes.

We will look at all evidence provided, which will include files, notes of conversations, letters, e-mails and any other relevant documentation and where necessary will talk to Members and employees involved and consider our policies and legal entitlement and guidance.

Outcome

If your complaint is formally investigated, we will let you know the findings via your preferred form of communication. If necessary, we will provide a longer report, which will explain how and why we came to our conclusions.

If we find we (the Council) got it wrong, we will tell you what and why it happened and show that we understand how the mistake affected you.

If we find there is a fault in our systems or method of working, we will tell you what that is and how we plan to change things to prevent it from happening again in the future.

If we got it wrong, we will apologise.

Putting things right

If we do not provide a service you should have had, we will aim to provide it as soon as is practicably possible. If we did not do something well, we will aim to put it right. If you have lost out as a result of a mistake of our doing, we will try to put you back in the position you would have been in had we got it right.

If you have had to pay for a service yourself, when you should have had one from us, we will usually aim to make good what you have lost.

Not Satisfied?

If we do not manage to resolve your concern/complaint satisfactorily you may complain to the Monitoring Officer who will look at individual complaints about councils, all adult social care providers (including care homes and home care agencies) and some other organisations providing local public services.

- Have been unfairly treated or received a bad service through some failures on the part of the body providing it;
- Have been disadvantaged personally by a service failure or have been treated unfairly.

The Ombudsman can be contacted by:

Tel: 0300 061 0614

Website: <https://www.lgo.org.uk/>

Learning Lessons

We take our concerns and complaints seriously and try to learn from our mistakes. A summary of all complaints will be provided to the Council's Resources Committee twice a year along with the responses provided to each complaint.

Where there is a need to change, we will develop an action plan setting out what we will do, who will do it and when it will be completed by. We will advise you of when changes promised to you have been made.

What if I need help?

Our staff will aim to help you make your concerns known to us. If you need assistance, we will make every effort to put you in touch with someone who can help. You may wish to contact Citizens Advice Bureau, Age Concern, Shelter, etc. who may be able to assist you.

What we expect from you

In times of trouble or distress, some people may act out of character, there may have been upsetting or distressing circumstances leading up to a concern or complaint. We do not view behaviour as unacceptable just because someone is forceful or determined.

We believe that all complaints have the right to be heard, understood and respected. However, we also consider that our staff have the same rights. We, therefore, expect you to be polite and courteous in your dealings with us. We will not tolerate aggressive or abusive behaviour, unreasonable demands or unreasonable persistence.

Copies of this policy and the complaints form are available in large print at request.

LEDBURY TOWN COUNCIL
CONCERN/COMPLAINT FORM

Your Details

Surname	Forename(s)	Title
Address		
Tel:		
Mobile No.		
Email Address		

Please state your preferred method of contact for all future correspondence:

Your Requirements - If our usual way of dealing with complaints makes it difficult for you to use our service please advise us so that we can discuss how we might help you.

The person who experienced the problem should normally fill in this form. If you are filling this in on behalf of someone else, please fill in section B. Please note that before taking forward the complaint we will need to satisfy ourselves that you have the authority to act on behalf of the person concerned.

Making a complaint on behalf of some else? Please provide their details

Surname	Forename(s)	Title
Address		
What is your relationship to them?		
Why are you making a complaint on their behalf?		

The Complaint

Name of department/service you are complaining about

What do you think they did wrong, or failed to do?

How have you personally suffered or been affected?

When did you first become aware of the problem?

Have you already put your concern to the frontline staff responsible for delivering the service? If so, please give brief details of how and when.

If it is more than 6-months since you first became aware of the problem, please give reasons why you have not complained before now.

What do you think should be done to put things right?

(please continue on a separate sheet(s) if necessary)

If you have any documents to support your concern/complaint, please attach them with this form.

Signed: _____ **Date:** _____

Please send you form to:

Town Clerk
Ledbury Town Council
Church Street
Ledbury
HR8 1DH



LEDBURY TOWN COUNCIL

FREEDOM OF INFORMATION ACT 2000 MODEL PUBLICATION SCHEME

Date Drafted: 14/03/2025

To be adopted at Annual Council meeting - 8 May 2025

MODEL PUBLICATION SCHEME

This model publication scheme has been prepared and approved by the Information Commissioner. It may be adopted without modification by any public authority without further approval and will be valid until further notice.

This publication scheme commits an authority to make information available to the public as part of its normal business activities. The information covered is included in the classes of information mentioned below, where this information is held by the authority. Additional assistance is provided to the definition of these classes in sector specific guidance manuals issued by the Information Commissioner. <https://ico.org.uk/>

The scheme commits an authority:

- To proactively publish or otherwise make available as a matter of routine, information, including environmental information, which is held by the authority and falls within the classifications below.
- To specify the information which is held by the authority and falls within the classifications below.
- To proactively publish or otherwise make available as a matter of routine, information in line with the statements contained within this scheme.
- To produce and publish the methods by which the specific information is made routinely available so that it can be easily identified and accessed by members of the public.
- To review and update on a regular basis the information the authority makes available under this scheme.
- To produce a schedule of any fees charged for access to information which is made proactively available.
- To make this publication scheme available to the public.

Classes of information

Who we are and what we do.

Organisational information, structures, locations and contacts, constitutional and legal governance.

What we spend and how we spend it.

Financial information relating to projected and actual income and expenditure, tendering, procurement, contracts and financial audit.

What our priorities are and how we are doing.

Strategy and performance information, plans, assessments, inspections and reviews.

How we make decisions.

Policy proposals and decisions. Decision making processes, internal criteria and procedures, consultations.

Our policies and procedures.

Current written protocols, policies and procedures for delivering our services and responsibilities.

Lists and registers.

Information held in registers required by law and other lists and registers relating to the functions of the authority.

The services we offer.

Advice and guidance, booklets and leaflets, transactions and media releases. A description of the services offered.

The classes of information will not generally include:

- Information the disclosure of which is prevented by law, or exempt under the Freedom of Information Act, or is otherwise properly considered to be protected from disclosure.
- Information in draft form.
- Information that is no longer readily available as it is contained in files that have been placed in archive storage, or is difficult to access for similar reasons.

The method by which information published under this scheme will be made available

The authority will indicate clearly to the public what information is covered by this scheme and how it can be obtained.

Where it is within the capability of a public authority, information will be provided on a website. <https://www.ledburytowncouncil.gov.uk/en-gb> Where it is impracticable to make information available on a website or when an individual does not wish to access the information by the website, a public authority will indicate how information can be obtained by other means and provide it by those means.

In exceptional circumstances some information may be available only by viewing in person. Where this manner is specified, contact details will be provided. An appointment to view the information will be arranged within a reasonable timescale.

Information will be provided in the language in which it is held or in such other language that is legally required. Where an authority is legally required to translate any information, it will do so.

Obligations under disability and discrimination legislation and any other legislation to provide information in other forms and formats will be adhered to when providing information in accordance with this scheme.

Charges which may be made for information published under this scheme

The purpose of this scheme is to make the maximum amount of information readily available at minimum inconvenience and cost to the public. Charges made by the authority for routinely published material will be justified and transparent and kept to a minimum.

Material which is published and accessed on a website will be provided free of charge.

Charges may be made for information subject to a charging regime specified by Parliament.

Charges may be made for actual disbursements incurred such as:

- photocopying
- postage and packaging
- the costs directly incurred as a result of viewing information.

Charges may also be made for information provided under this scheme where they are legally authorised, they are in all the circumstances, including the general principles of the right of access to information held by public authorities, justified and are in accordance with a published schedule or schedules of fees which is readily available to the public.

If a charge is to be made, confirmation of the payment due will be given before the information is provided. Payment may be requested prior to provision of the information.

Written requests

Information held by a public authority that is not published under this scheme can be requested in writing, when its provision will be considered in accordance with the provisions of the Freedom of Information Act.

Contact details:

Town Clerk
Ledbury Town Council
Church Street
Ledbury
Herefordshire
HR8 1DH
Email: clerk@ledburytowncouncil.gov.uk
Tel: 01531632306

Schedule of charges

The purpose of the Scheme is to make the maximum amount of information readily available at minimum inconvenience and cost to the public.

Material which is published and accessed on the website will be provided free of charge.

Details of charges are shown as below. If a charge is made confirmation of the payment due will be given before the information is provided and payment may be requested in advance.	DESCRIPTION
Photocopying	Photocopying @ 10p per sheet (black & white) Photocopying @ 20p per sheet (colour)
Postage	Actual cost of Royal Mail standard 2nd class
Other	Costs directly incurred as a result of viewing information



LEDBURY TOWN COUNCIL

FREEDOM OF INFORMATION ACT 2000 GUIDE TO INFORMATION AVAILABLE UNDER THE MODEL PUBLICATION SCHEME

Date Drafted: 14/03/2025

Next Review:

**LEDBURY TOWN COUNCIL
FREEDOM OF INFORMATION ACT 2000**

GUIDE TO INFORMATION AVAILABLE FROM LEDBURY TOWN COUNCIL UNDER THE MODEL PUBLICATION SCHEME

Schedule of charges

All information is available to view without charge but if photocopies are required, a charge of 10p per sheet will be requested. If documents are required to be posted, the current rate of postal charges will be requested. If the documents are requested to be provided in a language other than English, the translation fee will be payable by the person requesting the information.

Archive Material

Please note that documents required to be kept permanently are transferred to Herefordshire Council's Record Office after six years. They may be viewed there during office hours.

DOCUMENT	PERIOD OF RETENTION	FORMAT
<i>Organisational structure and Contact details</i>		
Who's who on the Council and its Committees and representation on local bodies	All current information, updated annually	Available on the Town Council web site or paper copies
Contact details for the Town Clerk and Council members		
Location of Town Council Office and accessibility details		
Staffing structure		

<i>Accounts and Audit Documents</i>		
Annual Accounts	current year + 6	On website or paper copies
Budget Files	current year + 6	
Budget Working Papers	current year + 2	
Receipts	current year + 6	
Cheque stubs	current year + 6	
Cancelled cheques	current year + 2	
Bank Statements	current year + 6	
Annual Return	current year + 6	
Annual Statutory Report by Auditor (External or Internal)	current year + 6	
Receipts and Payments Account	current year + 6	
All items of expenditure above £100	Current year + 6	
Borrowing Approval letter	Current year + 6	
Petty Cash Book	current year + 6	
Precept requests	current year + 6	
VAT records	current year + 6	
Financial Regulations	Permanent	N/A
Assets Register	Permanent	
Risk Assessments	current year + 6	
Loan sanction approvals	current year + 6 years after loan is paid up	N/A
List of grants given and received	Current year + 6	

Current contracts awarded and value of the contract	Current year + 6	Paper copy to exclude commercially sensitive information e.g. quotes, tenders, loan documentation, insurance policies, (data protections, unfair advantage to third parties)
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<i>Creditor Records</i>		
Copies of orders	current year + 2	Paper copies
Credit Notes	current year + 6	
Creditor Invoices	current year + 6	
Delivery Notes	current year + 2	
Petty Cash documents	current year + 2	
Periodic payment receipts	current year + 6	

<i>Insurance Documents</i>		
Insurance policies	Permanent	Paper copies
Claims	6 years	

<i>Legal Documents</i>		
Deeds	Permanent	Paper copies

<i>Members' Records</i>		
Code of Conduct	Permanent	On web site or paper copy.
Declaration of Interest Forms	Permanent	Available to inspect in the office All available to inspect in the office
Declaration of Acceptance of Office	Permanent	
Register of Interests Book	Permanent	
Gifts and Hospitality Register	Permanent	
Attendance Register	Permanent	
List of Members' expenses	Current year	Paper copy

<i>Council Governance Documents</i>		
Minute books	Permanent	Available to inspect in the office or may be photocopied.
Council and Committee reports and agendas	Permanent	
Standing Orders	Permanent	
Council's Annual report to Parish meeting	Permanent	Available on web site.
Parish Plan		Available on website / hard copies available to view at the council offices
Policies and Policy statements issued by Council	Permanent	
Calendar of Meetings	Current year	On web site or paper copy.
Complaints Procedure	Permanent	On web site or paper copy.
Council/Committee minutes and related documents including partnership, agency and external meetings where Council does not own the record	6 years after meeting or 3 years after last action	Paper copies available.

Quality Status		
Responses to consultation documents	6 years	Paper copies available
Local Charters drawn up in accordance with DLUHC's guidelines		Paper copies or on the Herefordshire Council's Website
Data Protection impact assessments; or any other impact assessment such as health and safety or equality (in full or summary format).		
Bye-laws		Paper copy

General		
General Correspondence	2 years	Paper copies
Current information relating to services provided such as closed churchyard, community centres and village halls, recreation facilities and parks, seating, bins, clocks, memorials, festive lighting, street furniture, grounds maintenance, agency agreements, bus shelters, markets, public conveniences, services for which we are entitled to recover a fee and details of the fees (e.g. burial fees)		On web site or paper copy
Press Releases	Permanent	Paper copies

Tender Documents		
Successful tenders	3 years from date of payment	Paper copies
Unsuccessful tenders	Retain until last payment of above made	

Planning and Development Control Records		
Copies of consultation responses	2 years	Paper copies
Copies of Decision Notices	2 years	Herefordshire Council will hold this information.

Other		
Committee and sub-committee Terms of Reference		
Delegated Authority in respect of officers		
Internal instructions to staff and policies relating to the delivery of services		
Recruitment Policies and details of staff vacancies		
Records management, personal data and access to information policies. Include information security policies, records of retention, destruction and archive policies, and data protection (including data sharing and CCTV usage)		
Disclosure log indicating the information provided in response to FOIA and EIR requests. (recommended as good practice)		



LEDBURY TOWN COUNCIL

GENERAL DATA PRIVACY POLICY

Date Created: 14th March 2023

Next Review: 8th May 2025

Your Personal Data – What is it?

“Personal data” is any information about a living individual which allows them to be identified from that data (for example a name, photographs, videos, email address or address). Identification can be directly using the data itself or by combining it with other information which helps to identify a living individual (e.g. a list of staff may contain personnel ID numbers rather than names but if you use a separate list of the ID numbers which give the corresponding names to identify the staff in the first list then the first list will also be treated as personal data). The processing of personal data is governed by legislation relating to personal data which applies in the United Kingdom including the General Data Protection Regulation (the GDPR) and other legislation relating to personal data and rights such as the Human Rights Act.

Who are we?

This Privacy Notice is provided to you by Ledbury Town Council (LTC) which is the data controller for your data.

Other data controllers the Council works with:

- ❖ Herefordshire Council
- ❖ Funeral Directors
- ❖ Memorial Masons
- ❖ Local Businesses
- ❖ West Mercia Police
- ❖ Other Town & Community Councils
- ❖ Community Groups
- ❖ Charities
- ❖ Other not for profit organisations
- ❖ Contractors (including ICT Cloud based storage)
- ❖ Credit Reference Agencies

Ledbury Town Council may need to share your personal data held with other data controllers so that they can carry out their responsibilities to the Council. If **Ledbury Town Council** and the other data controllers listed above are processing your data jointly for the same purposes, then the Council and the other data controllers may be “joint data controllers” which means we are all collectively responsible to you for your data. Where each of the parties listed above are processing your data for their own independent purposes then each party will be independently responsible to you and if you have any questions, wish to exercise any of your rights (see below) or wish to raise a complaint, you should do so directly to the relevant data controller.

A description of what personal data the Council processes and for what purposes is set out in this Privacy Notice.

The Council will process some or all of the following personal data where necessary to perform its tasks:

- ❖ Names, titles, and aliases, photographs;
- ❖ Contact details such as telephone numbers, addresses, and email addresses;
- ❖ **Where they are relevant to the services provided by Ledbury Town Council, or where you provide them to Ledbury Town Council, Ledbury Town Council** may process information such as gender, age, marital status, nationality, education/work history, academic/professional qualifications, hobbies, family composition, and dependants;
- ❖ Where activities are paid such as use of a council hall, financial identifiers such as bank account numbers, payment card numbers, payment/transaction identifiers, policy numbers, and claim numbers;
- ❖ The personal data LTC processes may include sensitive or other special categories of personal data such as criminal convictions, racial or ethnic origin, mental and physical health, details of injuries, medication/treatment received, political beliefs, trade union affiliation, genetic data, biometric data, data concerning and sexual life or orientation.

How LTC use sensitive personal data

- ❖ LTC may process sensitive personal data including, as appropriate:
 - information about your physical or mental health or condition in order to monitor sick leave and take decisions on your fitness for work;
 - your racial or ethnic origin or religious or similar information in order to monitor compliance with equal opportunities legislation;
 - in order to comply with legal requirements and obligations to third parties.
- ❖ These types of data are described in the GDPR as “Special categories of data” and require higher levels of protection. We need to have further justification for collecting, storing and using this type of personal data.
- ❖ We may process special categories of personal data in the following circumstances:
 - In limited circumstances, with your explicit written consent.
 - Where we need to carry out our legal obligations.
 - Where it is needed in the public interest.
- ❖ Less commonly, we may process this type of personal data where it is needed in relation to legal claims or where it is needed to protect your interests (or someone else's interests) and you are not capable of giving your consent, or where you have already made the information public.

Do we need your consent to process your sensitive personal data?

- ❖ In limited circumstances, LTC may approach you for your written consent to allow LTC to process certain sensitive personal data. If LTC does, then LTC will provide you with full details of the personal data that LTC would like and the reason why it is needed, so that you can carefully consider whether you wish to consent.

Ledbury Town Council may use your personal data to deliver public services including to understand your needs to provide the services that you request and to understand what we can do for you and inform you of other relevant services.

This may include some or all of the following purposes:

- ❖ To confirm your identity to provide some services;
- ❖ To contact you by post, email, telephone or using social media (e.g., Facebook, Twitter, WhatsApp);
- ❖ To help LTC build up a picture of how we are performing;
- ❖ To prevent and detect fraud and corruption in the use of public funds and where necessary for the law enforcement functions;
- ❖ To enable LTC to meet all legal and statutory obligations and powers including any delegated functions;
- ❖ To carry out comprehensive safeguarding procedures (including due diligence and complaints handling) in accordance with best safeguarding practice from time to time with the aim of ensuring that all children and adults-at-risk are provided with safe environments and generally as necessary to protect individuals from harm or injury;
- ~~❖ To promote the interests of the Council;~~
- ❖ To maintain LTC's own accounts and records;
- ❖ To seek your views, opinions or comments;
- ❖ To notify you of changes to our facilities, services, events and staff, councillors and other role holders;
- ❖ To send you communications which you have requested and that may be of interest to you. These may include information about campaigns, appeals or other projects or initiatives;
- ❖ To process relevant financial transactions including grants and payments for goods and services supplied to the Council;
- ❖ To allow the statistical analysis of data so LTC can plan the provision of services;

- ❖ LTC's processing may also include the use of CCTV systems for the prevention and prosecution of crimes.

What is the legal basis for processing your personal data?

❖ Legal Obligation

The Council is a public authority and has certain powers and obligations. Most of your personal data is processed for compliance with a legal obligation which includes the discharge of the Council's statutory functions and powers. Sometimes when exercising these powers or duties it is necessary to process personal data of residents or people using the Council's services. LTC will always take into account your interests and rights. This Privacy Notice sets out your rights and the Council's obligations to you.

❖ Performance of a contract

We may process personal data if it is necessary for the performance of a contract with you, or to take steps to enter into a contract. An example of this would be processing your data in connection with the use of sports facilities, or the acceptance of an allotment garden tenancy

❖ Public task

The processing is necessary for you to perform a task in the public interest or for your official functions, and the task or function has a clear basis in law.

❖ Consent

Sometimes the use of your personal data requires your consent. We will first obtain your consent to that use.

Sharing your personal data

This section provides information about the third parties with whom the council may share your personal data. These third parties have an obligation to put in place appropriate security measures and will be responsible to you directly for the manner in which they process and protect your personal data. It is likely that we will need to share your data with some or all of the following (but only where necessary):

- ❖ The data controllers listed above under the heading "Other data controllers the council works with";
- ❖ Our agents, suppliers and contractors. For example, we may ask a commercial provider to publish or distribute newsletters on our behalf, or to maintain our database software;
- ❖ On occasion, other local authorities or not for profit bodies with which we are carrying out joint ventures e.g. in relation to facilities or events for the community.

How long do we keep your personal data?

We will keep some records permanently if we are legally required to do so. We may keep some other records for an extended period of time. For example, it is currently best practice to keep financial records for a minimum period of 8 years to support HMRC audits or provide tax information. We may have legal obligations to retain some data in connection with our statutory obligations as a public authority. The council is permitted to retain data in order to defend or pursue claims. In some cases, the law imposes a time limit for such claims (for example 3 years for personal injury claims or 6 years for contract claims). We will retain some personal data for this purpose as long as we believe it is necessary to be able to defend or pursue a claim. In general, we will endeavour to keep data only for as long as we need it. This means that we will delete it when it is no longer needed.

Your rights and your personal data

You have the following rights with respect to your personal data:

When exercising any of the rights listed below, in order to process your request, we may need to verify your identity for your security. In such cases we will need you to respond with proof of your identity before you can exercise these rights.

1) The right to access personal data we hold on you

- At any point you can contact us to request the personal data we hold on you as well as why we have that personal data, who has access to the personal data and where we obtained the personal data from. Once we have received your request we will respond within one month.
- ~~There are no fees or charges for the first request but additional requests for the same personal data or requests which are manifestly unfounded or excessive may be subject to an administrative fee.~~

~~Information will be provided free of charge, as per the GDPR rules. However, we may charge a "reasonable fee" when a request is manifestly unfounded or excessive, particularly if it is repetitive.~~

~~A charge may also be made of a reasonable fee to comply with requests for further copies of the same information. This does not mean that we can charge for all subsequent access requests.~~

~~Where applicable there will be a charge of £10.00.~~

2) The right to correct and update the personal data we hold on you

- If the data we hold on you is out of date, incomplete or incorrect, you can inform us and your data will be updated.

3) The right to have your personal data erased

- If you feel that we should no longer be using your personal data or that we are unlawfully using your personal data, you can request that we erase the personal data we hold.
- When we receive your request we will confirm whether the personal data has been deleted or the reason why it cannot be deleted (for example because we need it for to comply with a legal obligation).

4) The right to object to processing of your personal data or to restrict it to certain purposes only

- You have the right to request that we stop processing your personal data or ask us to restrict processing. Upon receiving the request, we will contact you and let you know if we are able to comply or if we have a legal obligation to continue to process your data.

5) The right to data portability

- You have the right to request that we transfer some of your data to another controller. We will comply with your request, where it is feasible to do so, within one month of receiving your request.

6) The right to withdraw your consent to the processing at any time for any processing of data to which consent was obtained

- You can withdraw your consent easily by telephone, email, or by post (see Contact Details below).

7) The right to lodge a complaint with the Information Commissioner's Office.

- You can contact the Information Commissioners Office on 0303 123 1113 or via email <https://ico.org.uk/global/contact-us/email/> or at the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF.

Transfer of Data Abroad

~~Amy personal data transferred to countries or territories outside the European Economic Area (EEA) will only be placed on systems complying with measures giving equivalent protection of personal rights either through international agreements or contracts approved by the European Union. Our website is also accessible from overseas so on occasion some personal data (for example a newsletter) may be accessed from overseas.~~

Further Processing

If we wish to use your personal data for a new purpose, not covered by this Privacy Notice, then we will provide you with a new notice explaining this new use prior to commencing the processing and setting out the relevant purposes and processing conditions. Where and whenever necessary, we will seek your prior consent to the new processing.

Changes to this Notice

We keep this Privacy Notice under regular review and we will place any updates on this web page http://www.ledburytowncouncil.gov.uk/Policies_Procedures.aspx. This notice was last updated in August 2019.

Contact Details

Please contact us if you have any questions about this Privacy Notice or the personal data we hold about you or to exercise all relevant rights, queries or complaints at:

The Data Controller: The Clerk, Ledbury Town Council, Council Offices, Church Street, Ledbury, Herefordshire, HR8 1DL

Tel: 01531 632306

Email: clerk@ledburytowncouncil.gov.uk



LEDBURY TOWN COUNCIL

SOCIAL MEDIA POLICY

Date Adopted: 26/01/2023

Next Review: 08/05/2025



**LEDBURY
TOWN COUNCIL**

SOCIAL MEDIA POLICY

Introduction

The world is experiencing the biggest ever change in how information is created and owned, as well as the speed in which it can be shared. This is changing the way we live, work and even how we speak and think.

Social media is a blanket term applied to a range of online multimedia tools that are used for creating content and two-way communication. They can be accessed via smartphone PC, laptop, tablet, or smart TV. All social media accounts are free of charge and can be set up quickly and easily from an Internet page.

Equality

In putting this procedure into practice, no aspect of this procedure will discriminate on the grounds of race, sex, sexual orientation, gender reassignment, age, religion, politics, marital status, disability and/or union membership or any other grounds likely to place anyone at a disadvantage, in accordance with the Equality Act 2010.

1. Policy statement

- 1.1. This policy is intended to help employees and elected members make appropriate decisions about the use of social media such as social networking websites, forums, message boards, blogs or comments on web-articles, such as X, Facebook and LinkedIn.
- 1.2. This policy outlines the standards the Council requires employees and elected members to observe when using social media, the circumstances in which your use of social media will be monitored and the action that will be taken in respect of breaches of this policy.

2. The scope of the policy

- 2.1. All employees and elected members are expected to comply with this policy at all times to protect the privacy, confidentiality, and interests of the Council.
- 2.2. Breach of this policy by employees may be dealt with under our Disciplinary Procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.
- 2.3. Breach of this policy by elected members will be dealt with under the Code of Conduct.

3. Responsibility for implementation of the policy

- 3.1. The Council has overall responsibility for the effective operation of this policy.
- 3.2. The Clerk is responsible for monitoring and reviewing the operation of this policy and making recommendations for changes to minimise risks to the Council's work.
- 3.3. All employees and elected members should ensure that they take the time to

read and understand this policy. Any breach of this policy should be reported to the Clerk or Chair of the Council.

- 3.4. Questions regarding the content or application of this policy should be directed to the Clerk.

4. Using social media sites in the name of the council

- 4.1 Designated staff are permitted to create posts to be placed on a social media websites (Council website, Facebook & X), in the name of the Council and on its behalf in accordance with the rules and scope of this policy.
- 4.2 All posts being placed on the Council's website MUST be approved by the Clerk.
- 4.3 All staff and Council Members are permitted to comment on a social media website in the name of the Council and on its behalf in accordance with the rules and scope of this policy.
- 4.4 If you are not sure if your comments are appropriate do not post them until you have checked with the Clerk.

5. Using social media

- 5.1. The Council recognises the importance of the internet in shaping public thinking about the Council and the support and services it provides to the community. It also recognises the importance of our employees and elected members joining in and helping shape community conversation and direction through interaction in social media.
- a) Before using social media on any matter which might affect the interests of the Council you must have read and understood this policy
and
- b) Employees must have gained prior written approval to do so from the Clerk.

6. Rules for use of social media

Whenever you are permitted to use social media in accordance with this policy, you must adhere to the following general rules:

- 6.1. Do not upload, post, or forward a link which contains any abusive, obscene, discriminatory, harassing, derogatory or defamatory content.
- 6.2. Any employee/elected member who feels that they have been harassed or bullied, or are offended by material posted or uploaded by a colleague onto a social media website should inform the Clerk/Chair.
- 6.3. Never disclose commercially sensitive, personal private or confidential information. If you are unsure whether the information you wish to share falls within one of these categories, you should discuss this with the Clerk/Chair.

- 6.4. Do not up-load, post, or forward any content belonging to a third party unless you have that third party's consent.
- 6.5. Before you include a link to a third-party website, check that any terms and conditions of that website permit you to link to it.
- 6.6. When making use of any social media platform, you must read and comply with its terms of use.
- 6.7. Be honest and open but be mindful of the impact your contribution might make to people's perceptions of the Council.
- 6.8. You are personally responsible for content you publish into social media tools.
- 6.9. Don't escalate heated discussions, try to be conciliatory, respectful and quote facts to lower the temperature and correct misrepresentations.
- 6.10. Don't discuss colleagues without their prior approval.
- 6.11. Always consider others' privacy and avoid discussing topics that may be inflammatory e.g. politics and religion. Remember that although it is acceptable to make political points or canvass votes via your own social media accounts this will not be permissible if you are commenting on behalf of the Council.
- 6.12. Avoid publishing your contact details where they can be accessed and used widely by people you did not intend to see them, and never publish anyone else's contact details.

7. Monitoring use of social media websites

- 7.1. Employees and elected members should be aware that any use of social media websites (whether or not accessed for Council purposes) may be monitored and, where breaches of this policy are found, action may be taken against employees under our Disciplinary Procedure and councillors under the Code of Conduct.
- 7.2. Misuse of social media websites can, in certain circumstances, constitute a criminal offence or otherwise give rise to legal liability against you and the Council.
- 7.3. In particular a serious case of uploading, posting forwarding or posting a link to any of the following types of material on a social media website, whether in a professional or personal capacity, will probably amount to gross misconduct/breach of the Code of Conduct (this list is not exhaustive):
 - a) pornographic material (that is, writing, pictures, films and video clips of a sexually explicit or arousing nature);
 - b) a false and defamatory statement about any person or organisation;
 - c) material which is offensive, obscene, criminal, discriminatory, derogatory or may cause embarrassment to the Council our councillors or our employees;

- d) confidential information about the council or anyone else
- e) any other statement which is likely to create any liability (whether criminal or civil, whether for you or the organisation); or
- f) material in breach of copyright or other intellectual property rights, or which invades the privacy of any person.

Any such action will be addressed under the Disciplinary Procedure/Code of Conduct.

7.4. Where evidence of misuse is found the Council may undertake a more detailed investigation involving the examination and disclosure of monitoring records to those nominated to undertake the investigation and any witnesses or managers involved in the investigation. If necessary such information may be handed to the police in connection with a criminal investigation.

7.5. If you notice any use of social media by other employees/elected members in breach of this policy please report it to the Clerk/Chair *in accordance with the Council's Whistle Blower Policy*.

8. Monitoring and review of this policy

8.1. The Council shall be responsible for reviewing this policy annually to ensure that it meets legal requirements and reflects best practice.

Further information for elected members on the use of social media can be viewed on <https://www.local.gov.uk/our-support/guidance-and-resources/communications-support/digital-councils/social-media/get-started/dos-and-donts>

ANNUAL MEETING	8 MAY 2025	AGENDA ITEM: 26
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Report prepared by Angela Price – Town Clerk

TO DETERMINE THE COUNCIL’S CHEQUE SIGNATORIES FOR 2025/26

Purpose of Report

The purpose of this report is to ask Members to determine the Council’s Cheque Signatories for the 2025/26 Municipal year.

Equality Duty

Under section 149 of the Equality Act 2010, the “general duty” on public authorities is set out as follows:

A public authority must, in the exercise of its functions, have due regard to the need to:

- a. eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under this Act;
- b. advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it;
- c. foster good relations between persons who share a relevant protected characteristic and person who do not share it.

The public sector equality duty (specific duty) requires Ledbury Town Council to consider how it can positively contribute to the advancement of equality and good relations and demonstrate that they are paying ‘due regard’ in their decision making in the design of policies and in the delivery of services.

Detailed Information

The Council’s Financial Regulation 6.4 states:

“6.4. Cheques or orders for payment drawn on the bank account in accordance with the schedule as presented to council or committee shall be signed by two members of council and countersigned by the Clerk, in accordance with a resolution instructing that payment. A member who is a bank signatory, having a connection by virtue of family or business relationships with the beneficiary of a payment, should not, under normal circumstances, be a signatory to the payment in question”

Therefore, it is a requirement to have more than two Councillor signatories to ensure impartiality when signing cheques.

The Council’s current cheque signatories are Councillors Eakin, Harvey, and Hughes, plus the Town Clerk, and/or Deputy Clerk. Previously there have been four signatories however this number has reduced due to councillor resignations.

Each cheque must be signed by three signatories, two of these signatories are required to be Councillors and the third to be the Town Clerk or Deputy Clerk in their absence.

Recommendation

1. That Members determine the cheque signatories for 2025/26 municipal year.
2. Members are requested to give approval to a formal bank mandate being completed to instruct the bank to change the Councillor signatories for those agreed at this meeting.
3. That approval be given for the Clerk to complete a bank mandate in respect of the Mayor's Charity account to reflect the 2025/26 Mayor, noting that the Clerk and Deputy Clerk will remain signatories on this account.

LEDBURY TOWN COUNCIL -SUBSCRIPTIONS

PAYEE	ALLOCATED TO	DESCRIPTION	TOTAL inc VAT
Advansys	Council Offices	Annual Renewal of SSL certificate	£60.00
Adobe	Council Offices	IT System	£486.00
Clerks & Councils	Council Offices	Annual Membership	£15.50
Herefordshire Tree Warden Network	Council Offices	Annual Membership	£30.00
Herefordshire County Bid	Council Offices	Volunteer Membership	£288.00
NABMA	Charter Market	Markets	£484.00
PEAR Technology	Council Offices	Maplink Support	£114.00
Rialtas	Council Offices	Cemeteries Support	£522.00
Rialtas	Council Offices	Accounts Annual Support	£454.00
Rialtas	Council Offices	Making Tax Digital	£454.80
Rural Market Town Group	Council Offices	Membership	£141.60
SLCC	Council Offices	Membership A Price - Town Clerk	£473.00
SLCC	Council Offices	Membership J Lawrence - Deputy Town Clerk	£300.00
The Countryside Charity	Council Offices	Annual Membership	£36.00
The Listed property	Council Offices	Annual Membership	£48.00
ICCM	Council Offices	Annual Membership Cemetery Management	£95.00

LEDBURY TOWN COUNCIL - MONTHLY DIRECT DEBITS

PAYEE	ALLOCATED TO	DESCRIPTION	TOTAL inc VAT	FREQUENCY
Advansys	Council Offices	Website Hosting & Support	£117.60	Annual
BNP Paribas Leasing	Council Offices	Office telecoms (quarterly)	£367.95	Quarterly
Barclaycard	Painted Room	Card Machine	£15.76	Monthly
Barclaycard	LTC Reception	Card Machine	£10.00	Monthly
Citation Limited	Council Offices	Employee Assistance, H&S and HR Compliance	£357.95	Annual
Dolphin Tec	Council Offices	Printing Charges (photocopier)	variable	Monthly
DWR Cymru Welsh Water	Church Lane - Council Offices	Water	£24.41	Monthly
DWR Cymru Welsh Water	Church Lane - Council Offices	Water	£15.41	Monthly
E.On	Market House	Electricity	Variable	Monthly
E.On	Council Offices	Electricity	Variable	Monthly
EE Limited	Council Offices	Mobile Phone: Wedding Co-ordinator	£14.48	Monthly
Francotyp Postalia Ltd	Council Offices	Teleset Postage Download	£36.00	Monthly
HFDS NNDR	Mortuary	Herefordshire Council Rates	£101.00	Monthly
HFDS NNDR	Market House	Herefordshire Council Rates	£74.11	Monthly
HFDS NNDR	Cemetery	Herefordshire Council Rates	£213.00	Monthly
HFDS NNDR	Council Offices	Herefordshire Council Rates	£697.00	Monthly
Initial	Council Offices	Sanitary Bins (annual)	£48.61	Annual
Lloyds Bank	Council Offices	Bank Charges x 2 accounts	variable	Monthly
O2	Council Offices	Mobile Phones: Clerk, Deputy Clerk, CDO, Groundsman	£101.21	Monthly
Octopus Energy	Council Offices	Electric	Variable	Monthly
Octopus Energy	Cemetery Buildings	Electric	Variable	Monthly
OMS UK Ltd	Council Offices	IT support Monthly Charges	£915.06	Monthly
OneCom Ltd	Council Offices	Monthly Call Charges	£406.37	Monthly

Siemens	Council Offices	Photocopier Finance	£322.71	Annual
Take Payments	Painted Room	Card Machine Rental	£30.00	Monthly
Take Payments	Council Offices	Card Machine Rental	£30.00	Monthly
THOMPSON & Co	Council Offices	Payroll	£55.20	Monthly
Waterplus	Council Offices	Surface Water Drainage	£12.80	Monthly
Waterplus	Council Offices	Surface Water Drainage	£9.39	Monthly
West Mercia Energy	Barratt Browning	Electricity	£23.55	Monthly