

## LEDBURY TOWN COUNCIL

ENVIRONMENT & LEISURE COMMITTEE	20 JANUARY 2022	ITEM NO. 15
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Report prepared by Julia Lawrence, Deputy Town Clerk

### **DIGITAL MAPPING FOR LEDBURY CEMETERY**

#### **Purpose of Report**

The purpose of this report is to provide Members with information in respect of a Digital Mapping system that is available in respect of the Cemetery in Ledbury.

#### **Detailed Information**

At present, all the documentation to purchase and record a burial plot at Ledbury Municipal Cemetery is done via Rialtas Business Suite ('RBS') software. This includes checking information received from the Funeral Director and then obtaining approval from Ledbury Town Council in order that the deceased can be interred. There is no facility to search for a plot on the existing software, this can currently only be done by using the map which is mounted on a board or by searching the cemetery itself.

The current system of searching for a plot is time consuming and officers consider that this could be improved by the introduction of an electronic mapping system to locate plots.

In order to improve access to the location of plots, a specialist company, Pear Technology, were contacted to provide information on a digital mapping system which would allow Ledbury Town Council to update its cemetery records and make them available electronically and reduce search times.

Ledbury Town Council currently has 13 books of burial records which provide records of all burials at Ledbury Municipal Cemetery. Records are kept electronically and records are broken down into the different areas within the cemetery. For example, Garden of Rest, New Area, Old Area. Each of these areas have their own referencing system. However, as stated above, the current electronic storage does not provide for record searches.

Apart from two large hand-written plans of the cemetery, shown at Appendix A, and individual plans for dedicated areas, as noted above, these are the only hard copies showing the locations of plots (a copy of these is held in the Council offices and one in the Cemetery office). In the event of a fire/flood or for whatever reason, should these plans (or any other documents) get destroyed, then we would have no record at all, hence why it is imperative that we get the Cemetery mapped digitally. Please note that the two large hand-written plans are too large to be stored in a fire-proof safe.

It is important to note that this mapping software is also compatible with RBS, so should we want to obtain further information, then we will have the capacity to do this.

Due to the very specialised nature of this work, and the size of the Cemetery in Ledbury, it is not something which we can put out to tender and obtain several quotations in return. Pear Technology was established in 1995 and is a licensed partner with Ordnance Survey. Pear Technology has around 350 Local Councils as clients. Three testimonials can be found on the leaflet attached. Newent Town Council, Ross on Wye Town Council and Bromyard and Winslow Town Council all use this mapping software. Pear Technology has specialised in cemetery mapping for some years and have an excellent reputation in the industry for customer care and their general attitude to mapping.

The process would involve Pear Technology creating the cemetery maps using the existing maps provided as well as any other information, e.g. Google Earth maps and general cemetery data. For instance, the new maps will show locations of prominent trees, paths and entrances to the cemetery which will provide detail of where you are within the cemetery. Once the map is created, it will be sent back to us to check and make any updates or corrections, a process that may take a number of attempts before it is finally agreed. Once it has been signed off for its accuracy, it will be provided to RBS to link to their cemetery software.

The cost to undertake the mapping of the cemetery is as follows:

Cemetery map, less than 4,000 graves	£2,000.00
Printing, postage and packing	£50.00
MapLink	£300.00
Scanning of Map	£300.00
Scanning of 13 Burial Reports, e.g. index, burial, grave	£1,300.00
Courier £92.70 x 2 trips (206 miles at 45p)	£185.40
SharePoint and Memory Stick	£50.00
Transcription – based on 8,000 burials	£5,600.00
Data validation (per 1,000 records)	£3,200.00
TOTAL, excluding VAT	£12,985.40

All of the above are one-time costs. As far as the transcription costs are concerned, this is based on worst case scenario. This cost is based on two people per grave whereas we know that in some instances there may be three people in a grave and then only one person in another, so this cost could reduce. The same principle applies to the data validation costs. The transcription is essential as it ensures the accuracy of the data.

In addition to the above, there is an annual Technical Support cost of £85.00 per year.

With reference to the above costs, MapLink allows the user to link the item (asset) on a map using a tool called the wizard to a database. This software can be used for items that need to be tracked or listed for full history.



The registers are scanned at 300dpi in greyscale jpg files of 1MB each. The scans can be reduced to upload if wished. Please note that this element of the above quotation is sub-contracted to Scripti Ltd, who have over 20 years' experience of scanning burial registers, having scanned over 357 councils.

### **Recommendation**

That members of the Environment & Leisure Committee give consideration to the aforementioned information and make a recommendation to the Finance, Policy & General Purposes Committee that the cost for Pear Mapping to install the digital mapping system for Ledbury Cemetery be included in the 2022/23 budget.



## LEDBURY TOWN COUNCIL

ENVIRONMENT & LEISURE COMMITTEE	20 JANUARY 2022	ITEM NO. 10
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Report prepared by Julia Lawrence, Deputy Town Clerk

### **RECREATIONAL GROUND – CHILDRENS' PLAY AREA**

#### **Purpose of Report**

The purpose of this report is to provide Members of the Environment & Leisure Committee with information relating to the equipment within the play area at the recreational ground with a view to either changing some items of equipment and/or carrying out remedial works.

#### **Detailed Information**

The Committee will be aware that the Deputy Clerk has been meeting with various companies who specialise in play area equipment to put forward their recommendations for replacement play equipment and/or repairs/remedial works to improve the current wet pour surfaces. The Committee should note that this relates only to the fenced off play area and the oak framed tyre swing and not the wooden play structure at the other end of the recreational ground.

Having spent many hours at the recreational ground not only discussing the various options with the companies, it is interesting to note that all companies recognised that some of the equipment was no longer fit for purpose. Please refer to Appendix 1 as this is a photo of the current play equipment and the number shown below for each play equipment will be used as a guide to distinguish between the different pieces of play equipment throughout this report.

- 1 Toddler multi play unit for young children
- 2 Infant cradle seat swings
- 3 Swings – 2 flat and 2 inclusive seats (for use by children with disability/mobility needs)
- 4 Junior climbing frame
- 5 Round dome climbing frame
- 6 Wheelchair accessible roundabout
- 7 Zipwire
- 8 Spiral slide unit
- 9 Swingalong (aka horizontal ladder)
- 10 3 Seat bouncy seesaw
- 11 2 Seat Seesaw
- 12 Hex swings
- 13 Oak framed tyre swing (outside play area)



Looking at each piece of equipment on its own merits (using the same numbering as above):

- 1 Toddler multi-play unit – this piece of equipment for young children has always been in use, does not need changing/repairing. The surface is also fit for purpose. However, companies have suggested adding tactile/sensory play panels.
- 2 Infant cradle seat swings - again are used frequently and it was considered that there is no need to change this piece of play equipment.
- 3 Swings - which are both normal and flat style seats, which are also used regularly and there is no need to change albeit recently before Christmas one of the flat seats had been vandalised and needs to be repaired. (For safety reasons, the seat has been completely removed until it can be repaired).
- 4 Junior climbing frame – This is a relatively new piece of equipment so no issues here although the wet pour surrounding the equipment is in need of some remedial works.
- 5 Round dome climbing frame – This piece of equipment is used, is adequate for its needs. The play bark needs topping up.
- 6 Wheelchair accessible roundabout – It is interesting to note that on all the occasions when visiting the play area, it has been noted that the inclusive roundabout has never been used by any child/young person with a disability/mobility. Some of the wet pour needs attention.
- 7 Zipwire – this is always being used. The seat has been adjusted, probably by members of the public, as it is too low, and someone has put a knot in the wire to raise the height of the seat. Due to the cable being knotted to raise the height of the seat, some of the wire underneath is showing and some of the companies recommended putting Gorilla tape over the cable where the wire was exposed, advising that this would be sufficient to make it safe for use. The grass matting needs some attention.
- 8 Spiral slide unit – Again, a relatively new piece of equipment that is used. Wet pour needs some attention.
- 9 Horizontal Ladder unit – Again, a relatively new piece of equipment that is used. Wet pour needs some attention.
- 10 3 seat bouncy seesaw - This piece of equipment is rarely used and when it is used, children do not spend much time on it. There is nothing to stimulate them and encourage them to want to stay on it. Wet pour needs attention.
- 11 2 seat seesaw – This is not fit for purpose and does not work - the seats are too high, even when used by an adult who also experienced problems climbing on to the seat! The wet pour is poor.
- 12 Hex swings – These are seldom used however the feedback from members of the public is that these swings are well used in the summer months. The current bark surface needs attention.
- 13 Oak framed tyre swing – this is located outside of the designated play area and is located between the outdoor gym equipment and the wooden play equipment. The tyre has already been removed from this piece of equipment, due to concerns over cracks in the main structure.

An observation put forward by all the companies was that they felt the play area only really attracted children up to the age of 10 whereas they thought that further stimulation was needed to attract slightly older children and therefore you will see that

the companies have included slightly more stimulating equipment to attract the older children to the play area. For this reason, all companies have focused on replacing three pieces of play equipment, the 2 seat see-saw, the 3 seat bouncy seats and/or the hex swings, together with making repairs to the wet pour/bark surfaces. The Committee are also asked to note that emphasis has been made on introducing another piece of inclusive equipment in place of a piece of equipment which is not considered suitable.

As noted at the November 2021 Committee meeting, the companies asked to quote have not been advised of any budgets and therefore their proposals may need to be modified to fit the budget. Taking this into account the Committee need to take into consideration that their proposals are open to change. It is also likely that some or, all of the companies may wish to sub-contract out any of their wet pour resurfacing or fencing work.

In order for the Committee to consider the companies, detailed background information on each company is provided below, which should be taken into consideration when selecting a company to undertake the work on behalf of Ledbury Town Council.

## **Company 1**

This company, started 50 years ago, is a world leader in play and exercise solutions, supporting the development of physical activity, learning and social inclusion during all ages and for all abilities and has many accreditations and awards to support this. The company has several green certificates, including ISO9001 Quality Management, ISO 14001 Environmental Management, OHAS 18001 Health and Safety Management, a new green concept, "EcoCore material" using 100% recycled material and supported by a lifetime warranty.

The company has £10M Public Liability insurance, £5M Professional Indemnity Insurance and £10M Employers Liability insurance.

The company has a comprehensive management process in place. Their installation teams are trained in their responsibilities under CDM, all sites are risk assessed by their Contracts Manager before construction begins and all works are supported by a method statement and construction phase Health & Safety Plan.

The company has enhanced their warranties and guarantees over and above what is stated on product data sheets. For example:

- There are lifetime guarantees on hot-dip galvanised structural parts (i.e. steel poles, cross beams, floor frames), stainless steel hardware and EcoCore and other high density polyethylene panels. The company's lifetime warranty is in effect for the lifetime of the product until the product is uninstalled and/or taken out of use.
- 15 years warranty on Robinia wood parts, high pressure laminate parts and aluminium parts.
- 10 years warranty on items such as painted top layer of galvanised metal posts and parts, solid plastic parts, rope and net constructions.
- 5 years warranty on items such as resin-coated plywood parts, springs and ball bearing assemblies, concrete elements and graphic print on transparent PC panels.
- 2 years warranty on items such as movable plastics and metal parts, rubber membranes.

All equipment manufactured is to ISO 14002 requirements and is independently certified by TUV to comply with BS EN 1176 and safety surfacing to BS EN 1177. This is backed up with lifetime warranties on much on their equipment.

All installations have a 12-month defect liability period from date of handover. Any snagging issues that have been identified and agreed at completion will be addressed by the contract manager within 10 working days, by bringing back their sub-contractors to site until all parties are satisfied with the quality of workmanship that is required to meet the specification.

The company offers a spare parts service and standard consumable spare parts are usually available for delivery between 5 and 10 works days. Should a product be withdrawn, spare parts will still be available for ten years after cessation of



manufacturer. The Committee should note that there are currently no plans to withdraw any of the products included within this company's tender submission.

It is important to note that this company has presented its tender in phases, and it may be that the Committee may wish to consider certain elements of both phases in the 2022/23 and then considering other items for change and/or improvement potentially in the next financial year 2023/24. For this reason, I have included costs for all the equipment in the summary of costs schedule. Please note that the numbering below relates to the existing piece of equipment as stated above.

- 1 Retain toddler multi-play unit but add tactile/sensory play panels around the unit.
- 10 Replace the 3 seat bouncy seesaw with a Tipi Carousel, an inclusive and dynamic roundabout.
- 11 Replace the 2 seat seesaw with The Multi Seesaw, which can accommodate up to 8 users, with back support for disabled users
- 12 Replace the Hex swings for The Explorer Dome, which increases user capability.
- 13 Replace the oak framed tyre swing with a Cocowave Pendulum swing.

Illustrations of the equipment before and after are attached at Appendix 2

The costs to replace the above mentioned equipment is as follows:

10	Cost of equipment - Tipi Carousel with top brace	£2,680.00
	Installation	£486.00
	Removal of existing equipment and disposal	£211.64
	New surface	£1,550.15
11	Cost of equipment – Multi seesaw	£4,050.00
	Installation	£495.00
	Removal of existing equipment and disposal	£211.64
	New surface	£1,550.15
12	Cost of equipment – Explorer Dome	£38,730.00
	Installation	£6,200.00
	Removal of existing equipment and disposal	£529.11
13	Cost of equipment – Cocowave Pendulum swing	£8,800.00
	Installation	£1,266.00
	Removal of existing equipment and disposal	£211.64
	New surface – EcoSmart grass matting	£1,506.85
4	Supply and install black wet pour for existing Junior Multiplay unit (4)	£4,901.60
	Trench edge for wet pour, excluding backfill	£868.38
	Other costs – Groundworks:	
	Hard dig to remove concrete pads x 5	£328.20
	Dig out and remove rubber surface on top of	

Concrete pads	£296.25
Other costs – Site Prelims:	
Heras Security Fencing 165m for 2 weeks, Storage Container, skips, offloading and site Welfare	£4,738.93
Other – Freight	£5,269.76
Other – Inspection RPII Post Installation	£421.43
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	£85,302.74
Less project discount	£10,852.00
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	<b>£74,450.72</b>
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**Grand total for Company 1 is £74,450.72 excluding VAT.** Please note that should the Committee decide to select this company but decide not to accept all four items of new equipment, then the discount shown above will be proportionate.

## **Company 2**

This company was established in 1989 and has 7 subsidiaries and 50+ distributors, having installed 95,000 play areas worldwide and the third largest play manufacturer in Europe. The company has been established in the UK since 2002, with over 200 years of experience in the UK office. It is also a preferred partner for local authorities, schools, architects and landscape designers.

The company is recognised for its many accreditations and awards including ISO 9001:2015 Quality Management, ISO 14001:2006 Standard Environmental Management, PEFC Certification in 2015 which covers the entire supply chain of the wood used in all their products, CHAS (Contractors Health & Safety Assessment) and Constructionline Approved. All their products are checked and tested by an independent laboratory, TUV, which issues a Certificate of Conformity with European Standards EN 1176. Their playgrounds also meet safety standard EN 1177 "Impact Attenuating Surfacing" and EN 1176-7 on playground equipment and surfacing.

Like the other companies, they have comprehensive warranties in place as follows:

- 25 years structure failure relating to panels, posts/supporting structures and stainless steel tubes.
- 10 years for metal components (excluding springs, moving or mechanical parts), high density plastics, timber posts, non-slip plywood and compact laminate panels.
- 5 years for springs/mechanical systems, moulded or rotational moulded plastic parts (excluding moving parts), metal crimps and rope assemblies.
- 2 years for any defect or manufacturing fault of component parts.

In summary, company 2 is recommending the following changes, again noting that the numbering below relates to the existing piece of equipment as stated above. This company makes no reference to changing the hex swings (12).

- 10 Replace 3 seat seesaw with a larger Car Springer. The Car quoted is wheelchair accessible (£13,500) whereas a Car without wheelchair accessibility is £10,000.
- 11 Replace 2 seat seesaw with an alternative seesaw.
- 13 Replace oak framed tyre swing with a pendulum swing frame.

This company will also focus on repairing existing surfaces to play items, numbers 2, 3, 4 and 6.

Illustrations of the equipment before and after are attached at Appendix 3.



The costs to replace the above mentioned equipment is as follows:

10	Cost of equipment	Car 1 (Basic), or Car 2 (Wheelchair accessible)	£7,200.00 £10,600.00
	Installation	Car 1, or Car 2	£1,000.00 £1,200.00
	Removal of existing equipment		£200.00
	New surface – wet pour (estimate)		£1,800.00
11	Cost of equipment	New See saw	£2,800.00
	Installation		£200.00
	Removal of existing equipment		£150.00
	New surface – wet pour (estimate)		£1,400.00
13	Cost of equipment	Pendulum Swing Frame	£8,000.00
	Installation		£1,000.00
	Removal of existing equipment		£400.00
	New surface – grass mat (estimate)		£2,500.00
2/3/4	Remove existing surface, add extra stone base to aid drainage and resurface existing surfaces.		
	Remove existing		£3,000.00
	Add new surface x 3 (estimated)		£12,000.00
6	Inclusive roundabout – add in a coloured wear Pad, 1m thick diameter around the side of the Roundabout, where users run		£1,000.00
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			<b>£46,250.00</b>
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**Grand total for Company 2** working on the basis that the Car Springer with wheelchair accessibility is selected is **£46,250.00 excluding VAT**.

### **Company 3**

This company is proud to hold several accreditations including CHAS Certificate of Accreditation demonstrating compliance with CHAS standards in line with SSIP Core Criteria and UK Legislation and has been awarded accreditation to the requirements of the CDM Regulations 2015, Member of the API (Association of Play Industries), registered member of Made in Britain and holds ISO 9001:2015 DAS Certification for Quality Management Systems. Their entire product range is fully compliant with BS EN 1176.

This company provides guarantees for the time periods detailed below, against faulty materials or workmanship resulting in product failure, providing that the equipment has been fully maintained, and not willfully damaged or vandalised (by others) during transportation, installation or use, or as a result of fair wear and tear.

- Steel – guaranteed for a period of 30 years against structural failure.
- Powder coating – guaranteed for a period of 5 years.
- Wet pour Surfacing – guaranteed for a period of 5 years.
- Grass mat surfacing – guaranteed for a period of 10 years.
- Rope products – guaranteed for a period of 2 years.
- Bearings – guaranteed for a period of 2 years.

As mentioned above, in the unlikely event that a repair is needed to any equipment, the company would ensure that all repairs are carried out and the play area is fully functional within 5 to 10 working days. Likewise, the company holds a comprehensive range of spare parts which can be dispatched within 24 hours of request.

In summary, Company 3 is proposing the following changes noting that the numbering below relates to the existing piece of equipment as stated above.

- 10 Replace the 2 seat seesaw with a Delta seesaw.
- 11 Replace the 3 seat bouncy seesaw with two pieces of equipment, one called Curve Sit-On and the other called Curve Sit-In.
- 12 Replace the hex swings with a Quest Enterprise unit (Q111) which is for an age range of 7 to 14 years.
- 13 Replace the oak framed tyre swing with a Cantilever Tyre Swing. In this instance, the tyre could be replaced with a basket although this could encourage “unauthorised” fire pits and BBQ’s due to where it is positioned within the park.

It should be emphasised that Committee members will review the costs for these products and in the case of item 12 above (Q111), may consider that the cost of £13,143.90 (discounted from £18,777.00) for this unit (exclusive of VAT) is rather expensive. Committee members are asked to bear in mind that if this piece of equipment was favourable but considered too costly, then the Company would be able to offer alternative equipment at a cost to suit the budget.

Taking into account the use of inclusive equipment, this Company has also suggested some interactive play panels and their Nattertube which are all great for sensory,

dexterity and co-ordination development etc. Two images of Play Panels are attached but have not been costed for.

Illustrations of the equipment before and after are attached at Appendix 4.

The costs to replace the above mentioned equipment is as follows:

10	Cost of equipment	Delta seesaw	£1,372.88
	Installation		£2,100.00
11	Cost of equipment	Curve Sit In Springer	£948.60
		Curve Sit On Springer	£700.20
	Installation		£2,100.00
12	Cost of Equipment	Quest Enterprise	£13,143.90
	Installation		£9,781.00
13	Cost of Equipment	Cantilever Tyre swing	£3,032.75
	Installation		£2,750.00
	Supply and laying of grassmats		£1,312.00

Preliminaries – secure site during works using Heras Fencing and provide welfare facilities if required	£250.00
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Removal of existing seesaw, carousel and hex swings from Within the fenced play area and the oak framed tyre Swing	£950.00
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Safety surfacing – supply and lay wet pour perimeter Repairs to the bases of the following: cradle swings (2), Swings (3) including a repair to the underneath the Swing seats where wear is evident; junior climbing Frame (4) and a yellow circle wet pout repair around The wheelchair accessible roundabout (6).	£8,535.00
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Safety surfacing – supply and lay play bark top up To round red dome climbing frame (5).	£1,145.00
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Delivery	£645.00
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**£48,766.33**  
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**Grand total for Company 3 working is £48,766.33 excluding VAT.** Please note that the £48,766.33 has already been discounted by £6,445.68. Again, as mentioned earlier, should the Committee decide to select this company but not all the items of equipment, then the discount shown will be proportionate.



## **Summary of Costs**

A summary of all costs is shown at Appendix 5 broken down between each company.

## **Wooden Play Equipment**

Finally, the Committee will note that no reference has been made to the timber frame structure at the far end of the recreational ground. Whilst all three companies did view this piece of equipment, they all came to the same conclusion that all this really needed was some new replacement wooden struts for the bridge and grass matting at the foot of the slide.

Currently there is a sum of £24,500 available in an earmarked reserve "Play/Skate Park" with a further sum available in the 2021/22 budget as follows:

News Play Equipment	£5,000.00
Play Equipment Maintenance	£3,995.00
<b>TOTAL</b>	<b>£8,995.00</b>

There is also a sum of £5,000 currently available for the Skate Park, however it should be noted that repairs/replacement of the skate park equipment are also required and therefore officers would suggest that these funds are retained for that purpose.

## **Recommendation**

- 1 That the Committee are requested to consider the contents of this report and determine which of the three companies they would wish to appoint to undertake the repair/replacement works to the childrens' play area accepting that changes may need to be made to their proposal which can be brought back to a further meeting for approval.
- 2 That consideration be given to the funding of the project with a recommendation being made to the Finance, Policy & General Purposes Committee on 27 January 2022, for any additional funding that may be required to be included in the 2022/23 budget.

RECREATIONAL GROUND – CHILDRENS' PLAY AREA

APPENDIX 5

COST SUMMARY – COMPARISONS

Company	Existing Equipment	New Equipment	Cost
	2 seat seesaw		
1		Home Multi seesaw with 1 x back rest	£4,050.00
2		Seesaw	£2,800.00
3		Curve Sit In Springer	£948.60
		Curve Sit On Springer	£700.20
	3 seat bouncy seesaw		
1		Tipi Carousel with top brace	£2,680.00
2		Larger Car Springer, inc wheelchair accessibility	£10,600.00
3		Delta seesaw	£1,372.88
	Hex swings		
1		Explorer Dome	£38,730.00
2		Not quoted	
3		Quest Enterprise (Q111)	£13,143.90
	Oak framed tyre swing		
1		Cocowave Pendulum Swing	£8,800.00
2		Pendulum swing	£8,000.00
3		Cantilever tyre swing	£3,032.75

**Funding Request of more than £500**

**Grant Application Form**

**1. Tell us about your organisation<sup>1</sup>**

<b>Contact Name:</b>	Melissa Hawker	
<b>Position:</b>	Trustee	
<b>Organisation:</b>	Ledbury Places	
<b>Contact Address:</b>	Little Marcle Court, Little Marcle, Ledbury, HR8 2LB	
<b>Telephone Number:</b>		
<b>E-mail:</b>		
<b>Status of Organisation: (delete as appropriate)</b>	<del>Profit / Not for Profit</del> / Charity / Company Other (specify):	
<b>Charity/Company No. (if applicable)</b>	Charity No: 1162108	
<b>How long has your organisation been in existence? (please <input checked="" type="checkbox"/>)</b>	Less than 1 year	
	1-5 years	
	More than 5 years	<input checked="" type="checkbox"/>
<b>What does your organisation do?</b>	Ledbury Places is a community membership based organisation which owns and manages 3 historic buildings in Ledbury for the benefit of the town and surrounding area. It is committed to finding a sustainable use for these buildings and has an educational remit to promote the town's social, economic and architectural heritage.	

<sup>1</sup> Data will be held in accordance with Ledbury Town Council's data privacy policy a copy of which can be found on our website.



## 2. Tell us what support you need

<b>Project title:</b>	<b>Old Grammar School Renovation Project Phase III</b> Phase I – installation of new reception desk and retail cabinet in the Heritage Centre Phase II – complete renovation of displays in the main hall of the building; new metal stands built, reworking of the historical information to form a coherent narrative on the history of Ledbury's buildings <b>Phase III</b> plans to renovate the displays in the 'Smoke Bay' with information about the historical schools in Ledbury, and also to refurbish the Upper Floor to provide a community space
<b>Project duration (mm/yy):</b>	Start: March 2021                      End: December 2021 (lockdown restrictions permitting)
<b>Which one of the following five areas <u>best</u> fits your group's area of interest?</b>	Sport <input type="checkbox"/> Arts <input checked="" type="checkbox"/> (inc Heritage/Community/Education) Health <input type="checkbox"/> Environment <input type="checkbox"/> Youth <input type="checkbox"/>
<b>Who will benefit from the project?</b> (please tell us what groups will benefit and approximately how many people will benefit in total)	<ul style="list-style-type: none"> <li>• Visitors to Ledbury who are interested in the history of the town and its many heritage buildings. The Heritage Centre, in normal years, averages 20,000+ visitors pa. Ledbury Places will contact organisations such a Rural Concierge &amp; tour companies to invite them to start their visit to Ledbury in the Heritage Centre</li> <li>• Local community – as a resource for meetings/talks etc</li> <li>• Local schools, two primary schools already visit annually, we plan to invite more.</li> <li>• Heritage Centre Volunteers (currently around 40). These are all local people who manage the day-to-day running of the Centre and who are involved in the development of the displays.</li> </ul>
<b>What evidence do you have of local need/demand for the proposed project/activity?</b> (This might be survey work or statistical evidence)	Ledbury has been fortunate in maintaining a relatively good number of visitors during the pandemic but bringing people into the town will remain a priority. The Heritage Centre seeks to actively promote tourism and educational visits to Ledbury, aiming eventually to become a hub which introduces people to its history via the ground floor displays. Feedback on the displays renewed in 2020 was very positive.

	<p>The Upper Floor will be developed to provide a space for meetings, talks and events including a social space for those interested in getting involved with Ledbury Places. Eg there are plans to establish a Film Club, and to offer space for local artists and craftspeople for demonstrations, workshops and exhibitions.</p> <p>Interest in and support for the Heritage Centre was evident in the response to our Christmas market stall where £500 was raised through the sale of Heritage Centre merchandise – all to local people.</p>
<p><b>What support have you received for this project?</b></p> <p>(Please tell us about any expressions of support you have received from outside your organisation)</p>	<ul style="list-style-type: none"> <li>• Ongoing support from The Feathers Hotel in the form of a small donation from every room they let</li> <li>• Donation of chairs and a table from LADT</li> <li>• Support in kind from The Courtyard's Head of Film to establish the Film Club</li> <li>• Previous grants from Ledbury Town Council</li> <li>• Original founder members Ledbury &amp; District Civic Society continues to offer support and have a Trustee on our Board</li> <li>• Volunteers have offered to carry out all of the decorating and carpentry – estimated total of 125 man hours</li> </ul>
<p><b>How will the project be managed and how will you measure its success?</b></p>	<p>Managed by Ledbury Places Trustees, the displays will be researched and written by volunteers, designed by a local graphic artist and the display boards made by a volunteer trustee. All work on the Upper Floor will be carried out by volunteers.</p> <p>Success will be monitored through visitor numbers and their feedback, and through the recruitment of more people to work with the charity.</p>
<p><b>Please give key milestones for your project, including approximate dates.</b></p>	<p>Due to current circumstances exact milestones are hard to predict, work will begin as soon as we can work as a group in the Heritage Centre, and we hope would be completed by the end of 2021.</p>
<p><b>How will your organisation acknowledge the Town Council's funding support?</b></p>	<p>Display boards will incorporate a 'Funded by...' notice.</p> <p>Publicity for all events in the Heritage Centre &amp; Upper Floor will acknowledge the Town Council's support.</p> <p>Website will carry information about funding &amp; sponsorship</p>



<b>Do you work with other Ledbury groups or would you be open to doing so in future?</b>	<p>Currently working in collaboration with Ledbury Poetry Festival in the re-imagining of the Barrett Browning Institute. Ongoing relationship with Ledbury &amp; District Civic Society via the Burgage Hall.</p> <p>Ledbury Places would very much like to work with the Town Council, other societies, local business and the other heritage sites in the town to create a co-ordinated visitor experience in Ledbury.</p>
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### 3. Tell us how you plan to fund your project

<b>What is the total cost of the project?</b>	<b>£3,000</b>
<b>Amount requested from Ledbury Town Council.</b>	<b>£1,500</b>
<b>Have you received a grant from Ledbury Town Council in the last 2 years? If so, how much and for what?</b>	We have received two grants of £1000 from Ledbury Town Council, in January 2018 and March 2019.

*Please list any applications you have made for funding from other organisations.*

<b>Organisation</b>	<b>Contribution Sought (£)</b>	<b>Applied</b> (please tick as appropriate)	<b>Granted</b> (please tick as appropriate)

### 4. Further information provided in support of your application

<b>Information</b>	<b>Enclosed</b> (please tick)	<b>Office Use Only</b> (Initial to confirm documentation complies with the requirement)
A copy of your organisation's most recent bank statement <b>(required)</b>	✓	
A copy of your constitution and list of appointed officers	✓	

(or similar document showing the organisation's status)		
A copy of your organisation's latest set of accounting statements (if any exist)	✓	
Copies of any letters of support for your project		

## 5. Declaration by the applicant

**I/we declare that, to the best of my/our belief, the information given on this application form and in any enclosed supporting document is correct.**

**I/we accept the following:**

- (i) That any false information we provide, even if provided in good faith, may lead to the withdrawal of the grant offered.**
- (ii) That any grant offered will be used only for the purposes set out in this application.**
- (iii) That we will provide a grant closure report for the project within 3 months of the end of the funding period.**

**Should any grant offered not be used in accordance with the terms and conditions set by the Town Council, we undertake on behalf of the organisation to repay the outstanding amount to Ledbury Town Council on demand.**

<b>Signed:</b>	Melissa Hawker
<b>Name (s):</b>	Melissa Hawker
<b>Date:</b>	27 January 2021

Please return completed form to:

Angela Price - Clerk to the Council  
Town Council Offices  
Church Street, Ledbury  
Herefordshire HR8 1DH  
Email: [clerk@ledburytowncouncil.gov.uk](mailto:clerk@ledburytowncouncil.gov.uk)



## LED BURY TOWN COUNCIL

### RISK REGISTER

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.

	Possible Risks	Actual			Management & Controls	Review/Assess/ Revise	Residual		
		Likelihood	Severity	Risk			Likelihood	Severity	Risk
Financial	Risk of Council not being able to continue its business due to an unexpected or tragic circumstance	1	3	3	Daily back-ups of council files made and stored to cloud storage	Appropriate back up measures in place.	1	2	2
	Loss of Clerk	1	3	3	In the event the Clerk unable to work Deputy Clerk to act up	Appropriate back up measures in place.	1	2	2
Operational	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.	Existing procedures adequate	1	1	1
	Council budget overspend	1	4	4	Payment procedures in place to ensure all receipts and payments are reported to councillors at each finance meeting. All cheques to be signed to two councillors and counter-signed by Clerk or Deputy Clerk.	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
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
Banking	Bank error/failure/fraud	1	4	4	Council use a major clearing bank and a portfolio approach to reserves - Bank accounts reconciled monthly by clerk and chair of Finance	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	Review and update processes regularly	2	1	2
Cheques	Cheque book or cash theft or dishonesty	2	2	4	Cheque books kept in locked draw and office 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. Appropriate controls in place when receiving money from Mayor	Review financial regulations annually	2	1	2
	Re-claiming/charging	3	3	6	The Council's Financial Regulations sets out the required processes and it is checked annually by the Internal Auditor	Review financial regulations annually	2	2	4
	Failure to pay staff on time	2	3	6	The payroll is managed by Worcestershire Council - 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 WCC	Review process regularly	2	2	4

	Inland revenue returns and regulations	2	4	8	Payroll computer package produces required return, date diarised, Cllr verification of payroll monthly	Review process regularly	2	2	4
Costs	Financial risk to the council of election	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	2	1	2
ing & Auditing	Provision of monitoring information	1	2	2	Monthly budget reports provided to the Finance Committee which includes Bank reconciliations, breakdown or receipts and payments and balance sheet and trial balance.	Review processes Regularly	1	1	1
	Compliance	2	2	4	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	1	1
Return	Submit within time limits	2	2	4	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 and Diarise annual end of year close down and internal audit visit	Review process regularly	2	1	2
Costs	Goods billed but not supplied	2	3	6	Council has financial regulations that set out underlying requirements	Review Financial Regulations annually	2	1	2
s and Invoices	Incorrect Invoicing	2	2	4	Invoice for payment provided to either Finance or Full Council meetings for Cllr consideration and approval	Review Financial Regulations annually	2	1	2
	Loss of Stock	1	2	2	The council carries minimal stocks which are checked and monitored regularly by the Clerk	Review Financial Regulations annually	1	1	2
	Unpaid invoices	2	1	2	Unpaid invoices to the council are pursued and where possible payment is obtained in advance	Review Financial Regulations annually	2	1	2



il budget	Budget Overspend	1	4	4	4	Payment procedures in place to ensure all receipts and payments are reported to monthly finance meeting.	Review Financial Regulations annually	1	2	2
	Committee budget/line item overspend	1	4	4	4	Financial Regulations provide procedures to be followed - finance committee to review committee budgets quarterly and agree any necessary in-year virements	Review Financial Regulations annually	1	2	2
EMPLOYER'S LIABILITIES										
ment Law	Failure to comply with employment law	3	4	4	12	Professional bodies are available for advice, support and regular review. Staff/councillors are encouraged to identify and attend appropriate training. Council policies and procedures to be put in place, with copies provided to staff and requested to confirm receipt and reading of said policies and procedures. Budget is maintained to cover this.		2	3	6
rm ability of Clerk of Clerk a period of		1	4	4	4	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.		1	2	2
rm ability of the er than the		2	3	6	6	The Council will employ short term contract or agency staff.		2	2	4
& Safety	Failure to maintain a safe working environment	2	4	8	8	Health and Safety Policy - adopt and practice Review risk assessments periodically and at least annually		1	3	3

Protection of office based staff from visitors	2	3	6	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.		1	2	2
OTHER LIABILITIES								
own Council is funds on an outside its powers	1	4	4	Clerk checks the legal position with professional bodies. Internal auditor reviews expenditure. Council processes are in place. Council has General Power of Competence. Governance framework is being updated to strengthen this.		1	3	3
Failure to maintain full document control	3	3	9	Primary copies of unsigned documents are held electronically offsite and secured to backup media within one day of creation or amendment. Stored at appropriate off-site location. A file protocol has been established.		1	3	3
Protection Act	3	3	9	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.	Reviewed if there is a change in law or every three years, whichever is the sooner. Clerk attends appropriate training.	1	3	3
Failure to respond to Data Protection/FOIA 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.		1	3	3



	Rule changes	3	3	9	Staff and Councillors receive available training		1	3	3
Insurance Cover	Insufficient insurance cover for any aspect of Council responsibilities	2	4	8	All appropriate insurances are in place. List is maintained in the Council offices covering policies, types and amounts.	Annual review in FP&GP. Up to date valuations to be sought regularly	1	2	2
Register of Interests of Councillors	Failure to maintain accurate Register of Interests	2	1	2	Register of Interest forms are provided to Councillors by the Clerk upon appointment to the Council. Completed forms are returned to the Clerk and forwarded on to Herefordshire Council.	Councillors reminded annually by the Clerk of the duty of Councillors to update. It is a criminal offence with the impact on the Councillor and not the Council. Council would have to elect new Councillor in worst case.	1	1	1
(Councillors)	Slander and/or libel by a Councillor	3	1	3	Councillors are personally responsible for their own actions and are covered by Code of Conduct and Nolan Principles		3	1	3
(Staff)	Slander and/or libel by a member of staff	2	3	6	Staff covered by TC's liability insurance and employment conditions. Staff to attend 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.		1	2	2
review costs	Failure to claim back judicial review costs	3	3	9	Plan to maintain reserves with increases to the precept and investigation of cost reclamation		1	3	3
COUNCIL PROPERTY									

er conditions g Council	Impact of flooding or other similar occurrences	2	3	6	Adequate insurance cover in place. Disaster recovery plan in place.		1	2	2
er conditions g Parish	Impact of flooding within Parish	2	3	6	Sandbags/HC weather alerts/processes and personnel in place	Regular monitoring of weather conditions	1	2	2
	Impact of snow/ice within Parish	2	3	6	HC gritting routes, grit bins and adequate supplies of salt		2	2	4
ary	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		1	2	2
	Collapse of grave memorial or boundary wall at the closed churchyard and cemetery.	2	3	6	Memorial testing programme is enacted every 10 years. Visual inspection by Grounds officer to identify risks as part of general duties. Programme of inspection and repair in place for boundary walls.		1	3	3
al Building	Health and safety in buildings	2	4	8	All appropriate H&S legislation is complied with and a record of any events which compromise building safety of all Town Council buildings 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.		2	2	4
tos	Contractors working in areas with asbestos	2	2	4	Clerk to check Contractors are approved to work with asbestos and all safety precautions are adhered to		1	1	1
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 ROSPA.	2	2	4





rules	Incorrect application of tender rules	3	3	9	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.		1	3	3
Confidentiality	Failure to maintain privacy of CIC information	4	3	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.		1	4	4
Contracts	A member of staff and/or a Councillor commit to a contract without proper authority	2	3	6	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.		1	2	2
COUNCIL ACTIVITIES									
to provide and minutes Council, Committee or Working Party	Lack of transparency	4	2	8	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. Agenda reports to be made available on Council website for each committee meeting with the exclusion of confidential reports		2	2	4



on of grant	Failure to follow proper procedures during the allocation of grant monies.	1	2	2	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.	1	2	2
ation ns from 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.	2	2	4	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.	2	1	2
rm ation es	Failure to complete consultations on long term plans, eg Neighbourhood Development Plan	3	3	9	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	2	4
WEBSITE								
ation	Website not delivered to specification	3	4	12	Requirements document developed before tendering process and ratified by LTC and FC.	1	2	2
					All tenders evaluated to the specification			

	Specification is not what is actually required	2	4	8	Requirements document evaluated extensively by the ITC and ratified by FC	1	1	1
	Tenderer does not understand the nature of the requirement	2	4	8	Development of a requirement document and measurement of each tender against that document	1	1	1
	Website not delivered to budget.	3	4	12	LTC will favour a fixed price contract which places risk on the contractor and not on LTC.	1	1	1
	Website not delivered to time	2	2	4	Prince 2 Project Management principles will be followed by LTC in its dealings with the contractors. Relevant staff to be trained in PRINCE accordingly.	1	2	2
	Tendering rules not followed correctly	3	3	9	Consultation with clerk/deputy clerk and consultation with suitably qualified legal professionals	1	2	2
	Unsuitable tenderer chosen	3	4	12	Evaluation of the tenderer against the requirements document. Evaluation of the tenderer's project plan and contract requirements.	1	2	2
	No contractor produces a suitable bid	2	2	4	LTC reserves the right not to aware the tender at all.	1	1	1





<b>FINANCE, POLICY &amp; GENERAL PURPOSES COMMITTEE</b>	<b>27 JANUARY 2022</b>	<b>AGENDA ITEM: 19</b>
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Report prepared by Angela Price – Town Clerk

## **DRAFT SHOP FRONT IMPROVEMENT GRANT SCHEME**

### **Purpose of Report**

The purpose of this report is to request Members of the Finance, Policy & General Purposes Committee to give consideration to the attached Shop Front Improvement Grant Scheme and to agree the funding amounts accordingly.

### **Detailed Information**

Members will be aware that as part of the Great Places to Visit Funding it has been proposed that a portion of the grant available to Ledbury Town Council be used to offer Shop Front Improvement Grant Scheme for premises in Ledbury Town Centre. It is being proposed that the Council make £29,500 of the Great Places to Visit Fund available for this purpose.

The Clerk has prepared a draft Shop Front Improvement Grant Scheme for consideration by Members of the Finance, Policy & General Purposes Committee and would ask that when considering the policy they particular attention to points 1.5, 3.1 and 3.2 as highlighted within the draft document and make recommendations in respect of the sums to be included in each of these points.

Also attached are some example letters and forms that have been provided by Herefordshire Council which Members may wish to consider for use.

### **Recommendation**

1. That Members approve the attached Draft Shop Front Improvement Grant Scheme for implementation as part of the Great Places to Visit fund, subject to recommendations on the amounts to be included in points 1.5, 3.1 and 3.2 accordingly.
2. That Members agree to the forms provided by Herefordshire Council being adapted to correspond with the Ledbury Town Council Shop Improvement Fund.

# LEDBURY TOWN COUNCIL

## Shop Front Improvement Grant Scheme

### 1. Background

- 1.1 Ledbury Town Council has set up a scheme to assist shop owners, tenants, and landlords to improve the external appearance of their premises. The modest grants are to be match funded by the applicants themselves either in cash or in kind.
- 1.2 The historic centre of the town contains the main retail centre of the community. For this reason for the appearance of shop fronts and the buildings in which they are part of has a considerable impact and influence on the character of the town. They are an essential element not only of the buildings in which they are set but also of the wider streetscape. A shop front that has been designed to reflect the character of the building and its surrounding area can add charm and vitality, making it attractive to shoppers and visitors alike.
- 1.3 The shop front improvement scheme aims to help local businesses to maintain and improve their shop fronts in the centre of Ledbury to help support the growth of local businesses, improving the local environment and raising the image of the town centre with both locals and visitors.
- 1.4 The scheme will be administered by Ledbury Town Council.
- 1.5 Funding for the scheme is being provided by Ledbury Town Council via the Great Places to Visit fund. A budget of £            has been allocated to fund a minimum of grants of £            . Additional grants may be available if applications of less than £            are received.
- 1.6 These guidance notes have been developed to help you understand the aims of the Shop Front Improvement Grant Scheme and how you can make a grant application.
- 1.7 If you would like to know more about the Shop Front Improvement Grant Scheme in Ledbury or have any queries regarding our application please contact Angela Price, Town Clerk, at [clerk@ledburytowncouncil.gov.uk](mailto:clerk@ledburytowncouncil.gov.uk)

### 2. Who can apply?

- 2.1 The shop front improvement grant scheme is open to all freehold owners and leaseholders with at least 3 years on their lease and tenants of premises with commercial shop-frontage facing the street within the town of Ledbury. However, tenants must have the building owners' prior approval.
- 2.2 Commercial premises include:
  - Shops – including hairdressers, beauty salons, funeral directors, launderettes, dry cleaners etc.
  - Financial and professional services (e.g. accountants, estate agents, solicitors etc.)
  - Restaurants, public houses, cafes and food takeaways.
  - Buildings that are being used to provide a community service.
- 2.3 Application for the first floor improvement grants will be considered from the lease-holders, tenants and freehold owners of offices and residential property located above shops and businesses.

### 3 What does the grant cover?

- 3.1 Funding is available up to a maximum of £            . Any expenditure above £            will have to be financed from alternative sources.

- 3.2 The maximum grant will be £ per project in order to assist as many businesses as possible.
- 3.3 All works must be completed by 31<sup>st</sup> March 2022.
- 3.4 Once funding is exhausted no further applications will be considered.
- 3.5 Claims can only be made against actual physical works necessary to deliver the improvements including labour and materials.
- 3.6 The following work will be considered eligible for support:
- New shop front;
  - Repair and reinstatement of any part of shop front fixture that is visible from the street;
  - Re-instatement of original architectural features e.g. ornamental masonry, stucco and other applied finishes or details, historically patterned woodwork, ornamental metalwork or other features of historic significance.
  - Repainting of shop front in suitable colours;
  - Repair and reinstatement of guttering and downpipes to match historic materials;
  - Repainting or re-rendering prominent elevations in suitable heritage colours;
  - Repair of external stonework and brickwork and replacement of stonework or brick work;
  - Re-pointing using traditional materials;
  - Pedestrian access improvements - to comply with the Disability Discrimination Act
  - External signage subject to planning approval;
  - Lighting subject to planning approval.
- 3.7. All work is subject to the relevant permissions being secured.
- 3.8 The scheme does not support
- Works which have already been undertaken or any works which are started prior to a formal offer of grant funding being made;
  - Structural repairs including re-roofing;
  - Internal repairs and alterations;
  - External shutters and other security devices (e.g. CCTV);
  - Window display equipment;
  - Internal security grilles and or security glazing (e.g. laminated or strengthened glass);
  - Rear or side property frontage refurbishment connected to the business premises;
  - Recoverable VAT.
- 3.9 The scheme will only provide grants to premises in the eligible area. Please note that grants are discretionary and subject to availability of funds. The inclusion of a building within an eligible area does not give any automatic entitlement to a grant.
- 3.10 Please note that you may require planning permission if you are making major alterations to your shop front and it is recommended that you seek advice from the Herefordshire Planning Department prior to submitting a grant application and commencing works.



## LEDBURY TOWN COUNCIL

### Shop Front Improvement Grant Scheme - Application Form

This project is funded by Ledbury Town Council

Contact Name	
Contact Address	
Name of Business	
Business address (if different from above)	
Contact Telephone	
Contact Email	
Website	
Nature of Business	

Is your business VAT registered? Yes ☐ No ☐

Your interest in the property:

Owner	
Tenant	
Other (please specify)	

If you are a tenant please give number of years remaining on your lease:

Have you made any previous applications for grant improvements on the premises?

Yes ☐ No ☐

If yes please give details below:

--

Please describe the work you propose to carry out:

Description of Work	Estimated costs

Are the costs:

Estimated	
Based on a quote	

Do you require any of the following permissions?

	Yes	No
Planning Permission		
Building control approval		
Listed Building consent		
Advertising consent		

Declaration:

I/we hereby declare that I/we have read the terms and conditions and declare that the information given within this application form and any supporting material is correct to the best of my/our knowledge.

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Please return this form to the Town Clerk, Ledbury Town Council, Church Street, Ledbury, HR8 1DH

## HEREFORDSHIRE SHOP FRONT GRANT SCHEME ASSESSMENT

APPLICATION DETAILS	
Ref:	
Business Name and Address:	
Amount of grant requested:	

ELIGIBILITY CHECK		Yes	No	
Are the premises in Herefordshire?				
Have the shop received a shop front grant in the last 5 years?				
Is the application for an eligible business?				
Is the RO or principal place of business within Herefordshire?				
Are there any restrictions to the appearance of the Shop Front?				
<i>Is the shop front eligible?</i>				
APPLICATION CHECK		Yes	No	N/A
Has the application been signed?				
Is the works start date after the date of the next approval panel?				
Have two estimates been included with the application?				
Has a photograph of the existing shop front been included with the application?				
Has required evidence been supplied?	Proof of ownership			
	Copy of Lease			
	Landlord letter of consent			
	Planning Permission			
	Listed Building consent			
	Building Regulations			
Does the eligible work cover at least one of the improvements stipulated in terms and conditions?				
<i>Is the application complete?</i>				
Checked by:		Date:		
<b>COMMENTS</b>				
Copy of application sent to Conservation Team		Date:		



## Places & Communities Directorate

Your Ref:

Our Ref:

Please ask for: Cathy Arthurs/Helen Tong

Direct Line / Extension: 01432 260753

Fax: 01432 383031

E-mail: [delegatedgrants@herefordshire.gov.uk](mailto:delegatedgrants@herefordshire.gov.uk)

2011

Dear ,

### HEREFORDSHIRE SHOP FRONT GRANT SCHEME FUNDING FOR: REF: HSG/10/

On behalf of Herefordshire Council I am pleased to offer you a grant of £ based on 50% or £2,000 maximum (whichever is the lesser), of the eligible works as set out in the quote of:

□

In order to secure the funding, and signify your acceptance of this offer, please sign and return the enclosed yellow copy, within **21 days** of the date of this letter.

The offer is also made subject to the adherence to the general terms and conditions on the following page (please ensure you read these), but more specifically:

- a. The project must be completed and claim submitted **by xxx**.
- b. The grant will be payable on paid, receipted eligible invoices, for costs as set out above, copies of which must be provided. The grant paid will not exceed the original offer. We will endeavour to process claims within 20 working days.
- c. On completion of the works, the Council will provide a sticker which acknowledges the source of the funding which you will be required to display for 3 years. Applicants should note that their project may be used in further publicity of the scheme.
- d. The terms of this agreement may only be varied by written agreement. Therefore, prior approval must be obtained from this office before any changes are made.
- e. We reserve the right to withhold any or all of the payments, and/or require part or all of the grant to be repaid if:
  - i. There is substantial change in the nature, scale, costs, ownership or timing of this project.
  - ii. Any information provided in the application form or other correspondence is found to be substantially incorrect or incomplete.
  - iii. There is failure to comply with any condition in this letter.
  - iv. The grant is used for purposes other than those specified in the application.

If you need any advice or assistance in relation to the work to be carried out, please contact the conservation officer.

- In considering whether the work has been carried out to a satisfactory standard, Herefordshire Council will have reference to the relevant Listed Building consents, Planning Permissions, Building Regulations and conservation Area Consents.
- The applicant must submit the claim for grant assistance within one month of the completion date as stated in the offer letter together with the contractors receipted invoices. Invoices dated before the date of the offer letter will not be eligible for grant unless they relate to planning or architects fees specified in the application.
- Payment will be subject to the applicant having complied with all terms and conditions of the scheme, and with reasonable requests from the Building Inspector, Planning Officer and the Conservation Team. Grants are discretionary and Herefordshire Council reserves the right to withhold part or all of payment if the applicant fails to comply with these.
- If the actual costs of the works are less than those outlined in the application and agreed in the offer letter payment will be restricted to the amount as calculated by the intervention rate as stated in the offer letter.
- If the costs of the works exceed the costs as agreed in the offer letter Herefordshire Council is not obliged to increase the grant amount. Increases to the grant payment will only be made in exceptional cases.

#### **Repayment of grant**

Herefordshire Council reserves the right to recover a percentage of the grant as it thinks fit within a period of 24 months from the date of payment, if:

1. The applicant removes any of the features that have been paid for by the Shop Front Grant Scheme.
2. In Herefordshire Council's consideration the grant aided work is changed, altered or not properly maintained.

#### **Herefordshire Council liability**

Herefordshire Council, it's officers and agents shall not at any time be held liable to any person in relation to any loss or damage arising, either directly or indirectly, as a result of compliance by the applicant with these terms and conditions of grant.

#### **ACCEPTANCE**

I accept the offer of grant as set out above, and I confirm I have read and agree to comply with the terms and conditions contained within this letter.

Signed..... Date.....

Print Name..... Position.....

#### **Bank details for grant payment**

Bank or Building Society Name.....

Address.....

Account Name.....

Sort Code..... Account No.....



**Herefordshire  
Council**



**Herefordshire**

## HEREFORDSHIRE SHOP FRONT GRANT SCHEME

<b>CERTIFICATION</b>		
<b>Project Reference :</b>	<b>HSFG/10/</b>	
<b>I certify that the work at  has been inspected and found satisfactory:</b>	<b>Inspecting Officer</b>	
	<b>Print Name</b>	
	<b>Date</b>	
<b>CLAIM FOR PAYMENT</b>		
<b>Applicant Name:</b>		
<b>Shop Name and Address:</b>		
<b>Contact address if different to above:</b>		
<b>Description of work undertaken:</b>		
<b>PROJECT COSTS (please include invoices, receipted where possible, and a photo of the completed work when returning this form)</b>		
<b>Contractor</b>	<b>Amount</b>	
<b>Total</b>		
<b>Declaration by owner/lessee:</b>	<b>Signed</b>	
I declare that this form contains a true and correct statement of the costs incurred by me.		
	<b>Date</b>	
<b>Bank Details</b>		
<b>Bank name</b>		
<b>Bank address</b>		
<b>Account name</b>		
<b>Account No.</b>		
<b>Sort Code</b>		
<b>Cheques* to be made out to:</b>		
<small>* If a cheque is the only option, please state the name of the organisation to which it should be made out.</small>		





# RECORD OF OFFICER DECISION

Decision Title	Claim for damages following alleged fall
Date of Decision	11 May 2021
Decision Maker	Town Clerk
Authority for delegated Decision	Minute no, C251 Extraordinary meeting held on 19.03.2020 – reinstated via minute no. C351 of an extraordinary meeting of Council held on 22 April 2021
Consultation	Chair and Vice Chair of Finance, Policy & General Purposes Committee
Decision Made	To settle claim for damage to glasses and one day's pay, without prejudice, without taking it through the council's insurance company, on the advice of the insurers.
Reason for decision	<p>Upon receiving information about a claim following an alleged fall at the War Memorial on 22 October 2020 the Clerk notified the council's insurance company. The claim was being made for recompense for the cost of repairs to a pair of glasses and the loss of one day's pay, in the total sum of £291.31.</p> <p>The following response was received from the Council's insurance company:</p> <p><i>"In respect of the claim, before we proceed any further it would be beneficial to agree the best way forward. If you wish to proceed via your insurer you certainly do so, no excess applies to this section and it's unlikely that a low value claim would affect your renewal premium (although Ecclesiastical have already paid £11,500 over 2 previous claims in the last three years, so if additional claims arise too it may be detrimental). However, if so Ecclesiastical will have to treat it as a full claim and formally investigate it. In doing so, it will trigger a notification with the NHS (cost recovery unit) and may encourage an injury claim from the claimant to follow, also considerable information would be required to assess your liability.</i></p> <p><i>Alternatively, as the claim is quite minimal at present you may wish to make an offer to the claimant directly. You could do so without prejudice and without any admission of liability and it may resolve the situation without it escalating. You would have to fund this directly, but we can help you draft such an offer to ensure its correct.</i></p> <p><i>If you can kindly let me know which option the council prefers I'll be happy to progress accordingly."</i></p> <p>Upon receipt of this response the Clerk emailed the Chair and Vice Chair with the information asking for them to consider the advice received from the insurers and</p>

	<p>authorise the payment to the claimant and that the claim be settled "without prejudice".</p> <p>Both the Chair and Vice Chair, after having read the advice from the insurers responded agreeing to the payment and authorised the Clerk to make the payment. No further correspondence has been received from the claimant in relation to this matter.</p>
Associated Risks	Potential for larger claim and increased insurance premiums.
Alternative options considered and rejected	To progress the claim through the council's insurance
How long will this be in place	The payment was made without prejudice to the claimant on 11 May 2021 and no further correspondence as been received from them in relation to their claim. The Clerk confirmed with the Council's insurers on 29 June 2021 that no further correspondence had been received from the claimant following the payment and therefore the Insurance company advised that this case would now be closed.



<b>FINANCE, POLICY &amp; GENERAL PURPOSES COMMITTEE</b>	<b>27 JANUARY 2022</b>	<b>AGENDA ITEM: 22</b>
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Report prepared by Angela Price – Town Clerk

## **LGPS PENSION – RE-ENROLMENT**

### **Purpose of Report**

The purpose of this report is to ask Members of the Finance, Policy & General Purposes Committee to agree a timeline in respect of a re-declaration in respect of Pension re-enrolment for any members of staff who are still employed by the Council but have opted out of the LGPS Pension Scheme within the last three years.

### **Detailed Information**

The Council, as an employer, has a legal duty every three years to assess and re-enrol eligible staff who have left the workplace pension scheme. This is known as re-enrolment”; the final stage of this process is the submission of a re-declaration of compliance being sent to The Pensions Regulator advising how the council have met their legal duties, even if you have no staff to re-enrol.

A letter has been received from The Pensions Regulator advising that Ledbury Town Council’s last re-declaration was carried out on 6 April 2019 and that this is now due again.

The steps required are as follows:

Step 1 – Choose a re-enrolment date – this should be between 6 January 2022 and 5 July 2022. This is the date on which you need to assess and re-enrol your eligible staff.

Step 2 – Work out who you need to re-enrol – on the chosen re-enrolment date, council will need to assess staff, if any, as to whether they need to be put back into the pension scheme.

Step 3 – Write to staff that need to re-enrol – Within 6 weeks of the chosen re-enrolment date staff you have put back into your pension scheme should be written to and advised accordingly.

Step 4 – Complete the re-declaration of compliance – Whether you have staff to re-enrol or not a re-declaration of compliance must be completed to meet legal duties, noting that the re-declaration deadline is 5 September 2022.

The Clerk would like to propose the following timescale for the above steps to be take:

Step 1 – Choose a re-enrolment date between 6 January 2021 – Monday, 7 February 2022

Step 2 – On 7 February 2022 assess which staff, if any, need to be put back into the LGPS

Step 3 – Monday, 21 February 2022 write to staff, if any, advising of their re-enrolment

Step 4- Monday, 4 April 2022 submit re-declaration deadline

Recommendation

That Members of the Finance, Policy & General Purposes Committee receive and note

FIVED  
22 DEC 2021

Our Ref: LM/JXE/LED00032/033  
Date: 20 December 2021

Ms Angela Price  
Town Clerk  
Ledbury Town Council  
Town Council Offices  
Church Street  
Ledbury  
Herefordshire  
HR8 1DH

Dear Ms Price

## **CEMETERY MORTUARY LEASE**

Thank you for instructing us to act on your behalf.

This letter and our accompanying Terms of Business together set out the basis on which we will act for you. Please read them carefully, then sign and return to me a copy of both this letter and the Terms of Business. An emailed copy is acceptable. Alternatively, let me know if you have any queries or concerns.

### **Scope of work**

You have instructed us to act on your behalf in preparing and granting a lease for your above property.

Please can you complete the enclosed lease questionnaire to confirm your requirements.

We have also enclosed Commercial Property Standard Enquiries (CPSEs) for you to complete. These provide the tenant with basic and statutory information which the tenant will require sight of before proceeding with the lease. You may wish to come into the office to go over these, in which case please contact the office to make an appointment.

The work will consist of the following:

- obtaining evidence of your title from the Land Registry.
- obtaining your replies to the Commercial Property Standard Enquiries and submitting replies to the Tenant's solicitors



- negotiating the terms of the Lease
- responding to the Tenant's solicitor's enquiries
- if the property is subject to a mortgage, obtaining your lender's consent to the grant of the lease
- drafting the Lease and completing the lease.

I am unable at this stage to give you an accurate indication of the timescale. Much will depend on the response received from the Tenants or their solicitors.

If there are any critical dates please let me know at an early stage.

### **Our fees**

We currently estimate that we will be able to carry out the work for a fee of £900.00 plus VAT and payments that we may have to make to others (which we call disbursements). This sum has been calculated on the basis that:

- the property is currently held under a single freehold title at the Land Registry with no title defect.
- the Tenants or their solicitors request only minor amendments to the draft Lease submitted
- the Tenants or their solicitors are fully cooperative and respond promptly.

Please note that:

- this estimate is not intended to be fixed.
- if the scope of the work changes or the assumptions upon which our fee estimate is based change, this estimate will no longer apply. In that case I will give you a revised estimate.

In the event that this matter becomes protracted we reserved the right to issue an interim bill before the lease completes.

- I estimate the following disbursements are likely to be incurred:
  - Land Registry fee for requesting your Registers of title and filed plan - £6.00

However, please remember that the cost of disbursements is outside our control and these figures may change.

Please ask me at any time if you want to know what costs have been incurred to date.

## **Funding**

You will be responsible for the payment of this firm's fees. If the Tenant has agreed to pay your legal costs, please let me know as soon as possible.

## **Responsibility for your matter**

I am a Partner and I shall be responsible for your file. I may from time to time be assisted by my colleagues and I would therefore be obliged if, in all communications (including telephone calls), you will quote the reference at the head of this letter. I will be supervised by Lucy Hollis who is a Solicitor in the firm of Redkite Law LLP. We will try to avoid changing who handles your work, but if this cannot be avoided we will tell you promptly of any changes and why the change was necessary.

## **Service standards and communication**

The work will be carried out in the Ledbury office. The address of this office is 12 The Homend, Ledbury, HR8 1AB. The telephone number is 01531 632226.

My direct line is 07815706851. There is a voicemail facility on this line. If I am unable to take your call you can leave a message on my voicemail.

Your reference number is LED00032/033. If possible, please quote this reference when writing or telephoning.

I will normally communicate with you either by post or by email. Please let me know if you do not want to receive communication by email. When I need to do so, I will telephone you using one of the numbers that you have provided.

Our goal is to provide you with a high quality service. In particular, we aim to:

- respond to queries from you within five days of receipt
- keep you regularly informed of progress at least every fortnight
- keep you informed of the costs of the matter at regular intervals and, in any event, at least every month.

## **Proof of identity**

I am proceeding on the basis that I am acting for Ledbury Town Council.

The law requires that solicitors get satisfactory evidence of the identity of their clients and sometimes people associated with them. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money.

To comply with the law, I need to get evidence of your identity as soon as possible. Our practice is to inspect your passport or photo-card driving licence and utility bill.

If you cannot provide us with the documents requested, please contact us as soon as possible to discuss other ways of verifying your identity. It may be possible to carry out online searches to

obtain suitable evidence. The fee for these searches is £6.00 per name of an individual and £12.00 for a company and will appear on your bill under expenses.

With this letter you will find a leaflet issued by the Law Society and the firm's proof of identity form to assist you in providing the correct identity documentation.

### **Our liability to you**

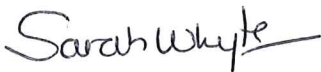
We are confident that we will give you a high quality service. However, if you have any queries or concerns about our work for you, please raise your concern with the person you are dealing with on a day to day basis in the first instance or, alternatively, the Partner in charge. However, if you still have concerns including any issues with any bills we raise in connection with your matter, please take them up with David Sangster, our Client Care Partner. David Sangster can be contacted on 01267 239 000. His email address is [david.sangster@redkitelaw.co.uk](mailto:david.sangster@redkitelaw.co.uk) or you can contact him by writing to Red Kite Law LLP, 14-15 Spilman Street, Carmarthen, SA31 1SR.

Please see the attached Terms & Conditions of Business for further information in this regard including the contact details for the Legal Ombudsman.

### **Next steps**

1. Please return the signed copy of this letter and Terms and Conditions of Business
2. To enable us to deal with the transaction efficiently, please complete and return the enclosed lease questionnaire and Commercial Property Standard Enquiries
3. Please return the identification documentation referred to in the client identity checklist.
4. Please provide us with the sum of £100.00 on account of costs and disbursements. Please contact our accounts department on 01267 239481 to make a payment by card or contact us to confirm our bank details. Please note that we may not be able to commence work until money on account has been received.

Yours sincerely



**Janine Edwards**  
**Solicitor and Partner**  
**For and on behalf of**  
**Red Kite Law LLP**

p.p.

Encs



IMPORTANT DOCUMENT PLEASE READ CAREFULLY AND COMPLETE IN FULL

File Ref: LED00032/033  
RED KITE LAW LLP ID checks

**PLEASE NOTE we will be unable to proceed with your matter until we have fully complied with our obligations under the Anti-Money Laundering Regulations 2017. Therefore please supply all the information required below to avoid any delays. Please complete the form fully and supply the evidence of identity required as soon as possible**

We are required by the Money Laundering Regulations 2017 to undertake a money laundering risk assessment and to obtain and record evidence of the identity in relation to all our clients regardless of whether we may have acted for them previously.

In order to meet these requirements our policy is that we will carry out an online electronic identification search against your details. The cost of this search is £12 (£10 + VAT) per individual and £24 (£20 + VAT) per organisation. It is a condition of our retainer that you consent to us doing so, on your behalf and that of any beneficial owners.

FULL NAME:			
Alias:			
Address:			
Email Address:			
Phone no(s): (Daytime)			
Date of Birth:		Place of Birth:	
Occupation		Previous Occupation:	
Capacity (when acting on behalf of a business): Director / Secretary / Partner/Shareholder			

Add in address box for less than 12 months

Address if less than 12 months:
---------------------------------

<b>Please provide either your original valid Passport or photo card Driving Licence. If you do not possess either of these please contact us immediately to discuss other suitable identification documents we may be able to accept.</b>
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Signed by Client: .....Dated: .....



## CYBERCRIME AND FRAUD AWARENESS INFORMATION

### Please read carefully

Unfortunately fraudsters have started targeting conveyancing transactions as they invariably involve the movement (usually electronically) of large sums of money. There have been a number of high profile scams reported in the national press which show that the risks involved are very real.

We take this threat very seriously and therefore wish to make you aware of the issues and how you can help us ensure that neither you, nor we, become victims of cybercrime.

### THE THREAT – REDIRECTION FRAUD

One known scam that is on the rise is that Cybercriminals will try to intercept emails between law firms and their clients and vice versa. The criminals are looking for signs that money is about to be transferred electronically between the parties. If they come across such a scenario (for example a client transferring funds to their solicitor in order to purchase a property, or a solicitor transferring the proceeds of a sale of a house to their client) then they will intercept the email and reply pretending to be either the client or the solicitor. The criminals will often use a similar but not exact match to the solicitor's or the client's email address. These are spoof emails and are used to try and trick the solicitor or client into thinking that they have received a genuine email. The spoof email will include false bank account details so that the unsuspecting party transfers the money to the criminal's account rather than the intended recipient.

### SAFEGUARDS

#### **What you can do -**

The bank account details for our firm WILL NOT CHANGE during the course of the transaction. If you receive an email supposedly from us asking you to transfer funds to our client account please check the email address the email has come from carefully to see if it is identical to other emails you know have come from us. Please also telephone us immediately to ensure that we did actually send that email.

#### **What we will do -**

At the outset of your transaction we will ask you for proof of your identity. If during the course of the transaction you are going to receive money electronically from us (as is usual in a sale transaction where the proceeds of sale are to come to you) we will also request your preferred bank account details in writing with your signature to verify they have come from you.

If we receive an email supposedly from you asking us to send the funds to a different bank account we will telephone you immediately to check you have sent that email. We will also ask you a number of security type questions to verify the person we are speaking to is indeed you.

Likewise if you telephone us to change the bank account details we will ask you security questions for the same reason.



If you have any concerns or suspicions during the transaction that something is just not right  
please contact us immediately.



If you would like a copy of these Terms and Conditions of Business in large print, then please contact us on 01267 239000.

Thank you for instructing Red Kite Law LLP to act on your behalf. These terms, together with the accompanying letter, confirm that we, Red Kite Law LLP, have been appointed by you for the provision of legal services and the terms upon which we will act.

#### **Responsibilities**

Our responsibilities include advising you on the law, following your instructions, reviewing your matter regularly, and discussing with you whether the potential outcomes justify the expense and risks involved with your matter.

You need to provide us with clear and timely instructions, the information and documents required for us to do our work, and funds required.

#### **Service levels**

As your matter progresses we will:

- Communicate with you in plain language;
- Advise you on the likely timescale of the matter, where it is possible to do so, and keep you informed of any changes to it;
- Reply quickly to correspondence and, during normal working days, we will try to return your telephone calls and reply to your emails within 24 hours of you contacting us;
- Keep you regularly informed of progress and the work that we are doing on your behalf, including any changes to the law that might have a bearing on your matter;
- Tell you about any delays and explain the reasons;
- Explain the effect of any important documents;
- Tell you about staff changes that might affect you;
- Advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your matter;
- Update you on the costs position usually monthly but at least every six months and tell you if any estimate needs to be reviewed.

#### **Email**

Unless you tell us otherwise, you agree to us communicating with you, including sending bills and other confidential information, by normal, unencrypted email, using the email address(es) you have given us from time to time. You should be aware that there is a risk that emails (in particular when unencrypted) may be intercepted, delayed or corrupted or may fail to be delivered.

We make reasonable attempts to exclude from our emails any virus or other defect that

communications you send to us. Neither you nor we shall have any liability to each other in respect of any claim or loss arising in connection with such a virus or defect in an electronic communication other than where such claim or loss arises from bad faith or wilful default.

### **Payment Arrangements**

We will consider whether you may:-

- Be eligible for legal aid and should apply for it;
- Be offered a conditional fee agreement;
- Have insurance that may cover another party's costs;
- Seek payment of the costs from another party, such as an employer or trade union or your house insurers.

### **Details of our Charges and Billing arrangements**

Details of our charges for the legal work we will undertake on your behalf are set out in our accompanying client care letter.

It is a condition of our retainer that bills, interim and final, are paid within 14 days. If a bill is not paid in full within that period we may charge you interest on any amount outstanding from the due date until the date the bill is paid at the rate of interest prescribed in judgements from time to time. In the case of commercial debts, we reserve the right to claim interest and recovery costs pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

Unless an alternative fee arrangement has been agreed by us in writing, the basis for calculation of our fees is as described below.

In certain circumstances we may have agreed a fixed or capped rate with you for the provision of all or part of the service. If that is the case this will be set out in the letter enclosing these Terms and Conditions of Business. That fee or capped rate will be specific to that arrangement or part of your arrangement and that basis of charging will override these terms.

Each of our lawyer's and paralegal's time is charged at an hourly rate which may vary from person to person according to their experience and the complexity of the task concerned. Details of our rates are set out below.

<b>Role</b>	<b>Hourly Rate</b>	<b>VAT</b>	<b>Total Hourly rate (with VAT)</b>
Partners	£220.00	£44.00	£264.00
Associates, Consultants and Senior Solicitors (8 years +)	£200.00	£40.00	£240.00
Solicitors and Legal Executives (4-8 years experience)	£185.00	£37.00	£222.00
Other Solicitors, Legal Executives and Senior Legal Advisors	£175.00	£35.00	£210.00
Legal Advisors	£146.00	£29.20	£175.20
Trainee Solicitors, Legal Assistants and Personal Assistants	£120.00	£24.00	£144.00

VAT is shown at the prevailing UK rate. Any estimate of future costs will be inclusive of VAT unless expressly stated otherwise.



These hourly rates are reviewed every six months to reflect the increases of overhead costs and inflation and to reflect the guideline hourly rates set by the Judiciary of England and Wales. If a review is carried out before this matter has been concluded we will inform you of any variation in the rate before it takes effect.

Routine letters that we write and other routine telephone calls are charged in units of 6 minutes. Other letters and telephone calls are charged on the basis of actual time spent, rounded up to the nearest 6 minute unit.

The above charges do not include expenses incurred by us such as costs of electronic funds transfers, travel, and non-routine items such as special deliveries, large numbers of photocopies or international telephone calls.

Urgent matters may require us to make special arrangements for out of hours assistance from support staff. The direct cost of any such arrangements may be charged to you. We pay a fixed annual fee for all our conference calls. Conference calls may be required for meetings with experts, counsel and court hearings. In addition to our usual hourly rate, we will charge you a fixed conference call fee for each conference call at £54.00 (this is inclusive of VAT)

We will not charge you for routine post, fax, telephone and other photocopying costs incurred on your behalf.

The above rates also do not include payments of expenses to third parties which may need to be made on your behalf. These expenses are known as disbursements and may include court fees, experts' fees (including counsel) or search and enquiry fees. These further charges will be shown on our invoices and may be subject to VAT. Unless specifically agreed, we will ask you to pay the cost of any such expenses to us prior to us incurring the expense on your behalf. We have no obligation to make such payments unless you have provided us with the funds for that purpose.

Where we are acting for more than one individual/company you will be jointly and severally liable for payment of our fees and other expenses.

Where we act for two or more persons jointly it is on the clear understanding that we are authorised to act on instructions from either, both or any of them.

We will, in certain circumstances, send you interim bills for the work done and any expenses incurred on your behalf. We reserve the right to stop working for you if the interim bills are not paid within 14 days.

Where an account is overdue we are entitled to retain any files and documents belonging to you which are in our possession until our account is settled.

Any costs estimate we give you at any time is a guide to assist you in budgeting. It is not intended to be fixed, unless that is specifically agreed in writing

Please note that if an account remains unpaid and we commence legal proceedings against you in order to recover the sums you owe us then we will be entitled to recover from you the legal costs that we incur in connection with those proceedings at our standard hourly rates, together with all disbursements (including fees of counsel and any other lawyers engaged by us in our attempts to recover payment from you).

The common law entitles us to retain any money, papers or other property belonging to you which properly come into our possession pending payment of our costs, whether or not the property is acquired in connection with the matter for which the costs were incurred. This is

entitled to hold property, other than money, even if the value of it greatly exceeds the amount due to us in respect of costs.

We will not be liable to repay any money that we hold for you in our client account at Barclays Bank plc which is lost as a result of a failure of the bank.

### **Receipts of Cash**

Our practice's policy is only to accept cash up to Five Hundred Pounds (£500.00) in any 28 day period.

If you try to avoid this policy by depositing cash directly with our Bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds.

Where we have to pay money to you it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

### **Interest Payment**

If we hold money in a general client account on your behalf, or if money should have been held on your behalf but was not, then we will account to you for a sum in lieu of interest calculated as below. Similarly in the event that the UK experiences negative interest rates we would charge you at a rate we believe reflects the market rate of interest charged on an instant access current account offered by a UK high street bank over the period when interest charges accrue.

We will not account to you/deduct payment for any interest in the following situations:

- (a) if the amount calculated is £20 or less;
- (b) on money held for the payment of a professional disbursement if the person to whom the money is owed has requested a delay in settlement;
- (c) on money held for the Legal Services Commission;
- (d) on an advance from us into our general client account to fund a payment on your behalf in excess of funds already held for you in that account;
- (e) if there is an agreement to contract out of the provisions of this policy.

If money is held for a continuous period, and for part of that period it is held in a separate designated client account, we will account to you for a sum in lieu of interest for the rest of the period when the money was held in a general client account regardless of whether it is less than £20. Likewise we will deduct and interest due to us in the case of a negative interest situation regardless of whether it is less than £20.

We will calculate and pay/deduct interest once your matter has been concluded.

In calculating interest we will apply a rate that we believe reflects the market rate of interest paid on an instant access current account offered by a UK high street bank over the period when interest is due either way.

We will review the interest rates quarterly and also whenever the Bank of England changes its Bank Rate.

In determining the period over which interest is to be calculated, we will look at the following: the period between the date when the relevant funds received by us clear our account and, if we send the funds electronically, the date when the funds are sent or, if we send the funds by cheque, five days after a cheque is raised.



### **Storage of Papers and Documents**

After completing the work we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. In addition, we will keep your file of papers for you in storage for not less than 1 year. After that, storage is on the clear understanding that we have the right to destroy it after such period as we consider reasonable or to make a charge for storage if we ask you to collect your papers and you fail to do so. We will not of course destroy any documents such as Wills, Deeds, and other securities, which you ask us to hold in safe custody. No charge will be made to you for such storage unless prior notice in writing is given to you of a charge to be made from a future date which may be specified in that notice.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we may make a charge based on time spent for producing stored papers or documents to you or another at your request. We may also charge for reading, correspondence or other work necessary to comply with your instructions.

### **Termination**

#### **Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013**

When we accept your request to advise you or act for you, as a Consumer, we effectively enter into a contract with you.

#### **On-Premises Contract**

Normally if you attend our offices in person (we meet you face to face) and we agree to accept your instructions then the contract between us will be entered into "on our premises" (i.e. an "on-premises contract"). Then provided we have given you sufficient information for you to make an informed decision e.g. an indication of the likely overall costs and disbursements then no right to cancellation normally arises and you will be liable for the costs and disbursements incurred in fulfilling your requests and instructions.

#### **Off-Premises Contract**

If however, we meet you in person **but away from our offices** e.g. at your home, or in hospital, then if we agree to accept your instructions, you will have the right to cancel the contract (i.e. an off-premises contract) as set out below.

#### **Distance Contract**

Also, if we have **not met you in person** and only communicated with you by phone, email, letter or fax to accept your instructions (i.e. a distance contract) then similar rights of cancellation arise.

#### **Rights of Cancellation**

You have the right to cancel this contract **within 14 days** without giving any reason. This is sometimes called a "cooling off" period and gives you the opportunity to change your mind.

The cancellation period will expire after **14 days from the day of the conclusion of the contract between us**. This day is the date we accept your offer to act for you. This will be the date shown on our initial client care/terms of business letters which we will send to you. The client care and terms of business letters together set out the main characteristics and scope of the legal services we are providing to you. They will tell you what we will and will not do and explain your responsibilities. This information should enable you to make informed decisions about your matter. If you are unclear about any information we provide then please do not hesitate to contact us for clarification/further information.

To exercise the right to cancel, you must inform us Red Kite Law LLP at 14-15 Spilman



david.sangster@redkitelaw.co.uk] of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail).

You may use the attached **model cancellation form**, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

### **Effects of cancellation**

If you cancel this contract, we will reimburse to you all payments received from you, We will make the reimbursement without undue delay, and not later than 14 days from the day on which we are informed about your decision to cancel this contract.

We will normally make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

**Legal Aid/Legal Help clients** should note that reapplying for legal aid/legal help for the same issue might be difficult if you exercise your right to cancel the contract between us.

### **Requests by you for us to start work during the 14 day cancellation period**

**We will not carry out any work within the cooling off period unless you expressly instruct us to do so, in writing.**

If you requested us to begin the performance of services during the cancellation period, (e.g. because you wanted the work done or advice given urgently) you will be liable to pay us an **amount which is in proportion to what has been performed by us until you have communicated to us your notice of cancellation of this contract**, in comparison with the full service which would have been carried out under our contract with you, had you not cancelled.

### **Joint Clients**

If we are instructed by joint clients then all clients are jointly and severally liable for our fees, notwithstanding any agreement between you as to how you will share the costs. This means that we will be able to look to one client only or to each of our clients to pay the whole of or any balance of any unpaid fees.

Instructions are understood to be for the purposes of all of those instructing us. We will act on instructions from any one of those clients unless you instruct us otherwise. Liability to pay our costs is joint (all the clients together) and several (each may be liable for the whole amount).

If instructions are given on behalf of a client, we are entitled to assume that the person giving the instructions has lawful authority to instruct us. If not, then that person will be liable to us as if they were our client.

### **Limited Companies**

When accepting instructions to act on behalf of a limited company we do so on the basis that the directors and/or controlling shareholders personally guarantee the charges and expenses of this firm.

We may require a director and/or controlling shareholder to sign a form of personal guarantee in respect of the charges and expenses of this firm. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our expenses and our charges on an hourly basis.

### **Tax Advice**

We may provide limited tax advice and assistance where it is closely related to the work we do. The services we provide which may include tax advice and assistance are;

**Will writing** – if tax advice is given in relation to your circumstances.

**Probate** – issues relating to Inheritance Tax (IHT).

**Litigation** – this may arise in situations if there are negotiations with HMRC.

**Personal Injury** – where settlement awards may lead to tax consequences.

**Employment** – settlements, employee share schemes, pension schemes and other benefits.

**Family Law** – Involving divorce and ancillary matters where the ownership of assets is affected.

We will not provide any other tax advice or assistance for anything other than the services shown above. Should you need specialist advice and/or assistance regarding your tax affairs we would suggest you contact an accountant or other tax specialist.

### **Anti-Money Laundering and Counter Terrorist Financing Policy**

This firm is required to comply fully with the Money Laundering Regulations 2017 (“Regulations”) and as such we are required by law to get satisfactory evidence of identity of our clients and and/or any third parties involved in your matter. This information must be provided at the outset and prior to this firm undertaking any transactional work on your behalf. If this information is not provided as agreed, your transaction may be delayed or we may have to withdraw from acting for you.

For an individual person, we require to see one form of photographic evidence such as a current passport or photographic driving licence. If you do not have a current passport or photographic driving licence we may be able to accept alternative forms of ID and the solicitor acting for you will discuss this with you.

It is our policy to electronically verify your ID using an online platform. The cost of this verification is £12.00 (£10.00 + VAT) per individual and £24.00 (£20.00 + VAT) per organisation.

The requirements for corporate entities such as companies or partnerships are more complex and may be required to provide documentation e.g. certificate of incorporation, articles of association etc that confirm whom the beneficial owner is of the firm or the person(s) with significant control over it. In the case of Trusts this might include full details of the Settlor and or the Beneficiaries.

Original documentation will be required for verification purposes wherever possible but if copies are provided they must be independently verified by a professional person such as a solicitor or accountant and the photocopy marked up accordingly. In all cases and in line with the “Regulations”, the firm will retain copies of your ID in either paper or electronic form up to a period of 5 years after the date we have ceased acting for you. In addition, we also reserve the right to use the services of third parties including on-line credit check companies to carry out further identity verification of any client if required.

The firm may from time to time request further documentation beyond what was originally requested should we deem it appropriate in order to meet our obligations as regards to the



For existing clients, it is important that the firm conduct checks periodically to confirm that there has been no change in circumstances such as a change of address or name or, in the case of a corporate entity there is a change of identity, structure or beneficial ownership. However, it is requested that the client notify the firm should such a change occur and provide us with the relevant identification or evidence.

In addition to verification of the client the firm must fully understand the nature and purpose of any transaction in which we are instructed and verify the source of any funds received from you, or on your behalf. Funds received on your behalf from a third party (other than a bank or another firm of solicitors) require the same levels of identification and verification checks be carried out in respect of that third party.

If you are sending us money by way of a bank transfer we will need to see a copy of the receipt you receive from your bank detailing the name and account number of the bank account from which the funds were remitted and in certain circumstances we may require to see a copy of the bank statement for that account.

In addition to verification of the source of funds there are occasions when the firm must be satisfied as to the source of wealth of any client instructing us, and we may need to ask you for an explanation of that source.

As previously stated Identity, source of funds and source of wealth checks must be updated and/or re-confirmed regularly for existing clients, so if we are working with you over a period of time and/or over a number of transactions please be aware of this.

This firm has a professional and legal duty to keep your affairs confidential. However, it is important to note that should the firm have any evidence or form a suspicion that a client is in any way concerned with money laundering or terrorist financing we are under a legal obligation as set out in the Proceeds of Crime Act 2002 to make a formal report to the National Crime Agency (NCA) who are responsible for collating all reports of potential money laundering. The firm is explicitly prohibited from notifying you of the fact that any such report has been made and as a result of such a report the firm might have to suspend work on your matter for a period of time and/or even terminate the relationship. If this is the case then we cannot legally notify you of this fact or the outcome of such a report

### **DATA PROTECTION ACT & THE UK GENERAL DATA PROTECTION REGULATION**

As solicitors, we have a duty of **confidentiality** to you under the SRA Code of Conduct for Firms 2019. We, of course, take that duty very seriously and it is part of our professional culture to protect your personal data. In some circumstances we will have a **legal obligation** to share your personal data with public agencies and authorities.

We are also registered under the Data Protection Act with the Information Commissioner.

We use the information you provide primarily for the provision of legal services to you and for related purposes.

Our use of that information is subject to your instructions, the Data Protection Act, and since the 25th May 2018, the **General Data Protection Regulation (GDPR)** which was subsequently transposed into UK law on the 31<sup>st</sup> December 2020 following the UK's departure from the EU. It is now known as the "UK General Data Protection Regulation" or "UK GDPR."

Further information on how we process your personal data and our lawful bases, for doing so under the UK GDPR, can be found in our **Privacy Notice**, on our website at [www.redkitelaw.co.uk](http://www.redkitelaw.co.uk). If you do not have access to the internet, then please inform the person with conduct of your matter and they will send you a paper copy of the Privacy Notice.



Although the law changed on 25<sup>th</sup> May 2018, it did not alter the way we process your information. If you refuse to provide certain information or object to us sharing it with others, then we may not be able to progress your matter or indeed continue to act for you.

Please note that our work for you may require us to give information to external third parties such as expert witnesses and other professional advisors and auditors. Some of those third parties such as barristers and doctors will be subject to their own professional codes of conduct with regard to confidentiality. We have entered into appropriate confidentiality/privacy agreements with relevant third parties.

You have the **right to access** the personal data that we hold about you. You also have other rights such as the **right to object** to us sending you information. You can exercise these rights by simply writing to **David Sangster, our Data Protection Supervisor (DPS) who has overall responsibility for Data Protection**. If you have difficulty in putting your request in writing, then please contact us in some other way and we will do all that we reasonably can to accommodate you and enable you to exercise your rights. We may ask for proof of identity when you make a data subject request.

Further information on your rights can be found in our **Privacy Notice**.

We may from time to time send you information which we think may be of interest to you. If you do not wish to receive that information, please let us know. We attach a "Right to Object" form for your use.

If we need to process Criminal Convictions Data or Special Category Data, both of which contain more sensitive data, then we will rely on an additional condition to do so, further details of which can be found in our Privacy Notice on our website.

If you apply for legal aid we are obliged to share information about your case with the Legal Aid Agency (LAA) and are subject to their Data Security Requirements. Further details about the rights of the LAA will be set out in your legal aid application or alternatively, you can ask us for further information about this.

### **Direct Marketing**

If you would like to opt in to receiving direct marketing and updates from us, please tick the following box. ☐

### **Auditing of Files & Confidentiality**

External firms or organisations may conduct audits or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files.

For example, the firm holds the Lexcel Legal Practice Quality Mark of the Law Society. As a result of this, we are, or may become subject to periodic checks by outside assessors. This could mean that your file is selected for checking. All inspections are, of course, conducted in confidence. If, however, you object to this, then please let us know and we will mark your file(s) as "not to be inspected". Please note that if you are legally aided, the LAA and its auditors have the right to inspect/audit your file(s).

### **Outsourcing**

Sometimes we ask other companies or people to do typing/photocopying/other work on our files to ensure this is done promptly. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.

### **Vetting of Files**

External firms or organisations may carry out audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files.

### **Introduction and Referrals**

Whilst we frequently receive introductions and referrals from third parties, our advice is entirely independent and you are free to raise questions on all aspects of the matter. We will not pass on to the introducer any information that you give us unless you consent. If we act for the introducer in the same matter and a conflict arises, we might be obliged to cease acting. If we make a payment to a third party in relation to any referral or introduction, we will advise you in writing.

### **Investment and Insurance Advice**

Red Kite Law LLP is not authorised by the Financial Conduct Authority ("FCA"). We are regulated by the Solicitors Regulation Authority ("SRA"), which is the independent regulatory arm of the Law Society of England and Wales. If you are unhappy with any investment advice or insurance advice you receive from us you should raise your concerns with the SRA.

#### *Financial Services and Markets Act 2000 ("FSMA")*

If while we are acting for you, you need advice on investments we may have to refer you to someone who is authorised to provide the necessary advice. However we may provide some limited investment advice services where these are closely linked to the legal work we are doing for you. This is because we are regulated by the SRA, which is a designated professional body for the purposes of the FSMA.

Our role in any transaction is that of legal adviser and it is not part of our function to give advice on the merits of any transaction in investments. When providing our services we will assume that you have decided or will decide to negotiate or enter into any such transaction solely on the advice you may receive from a person authorised under the FSMA. No communication from us is intended or should be construed as an invitation or inducement to you or to anyone else to engage in investment activity.

#### *Insurance Distribution*

We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business is regulated by the Solicitors Regulation Authority and arrangements for complaints or redress if something goes wrong are subject to the jurisdiction of the Legal Ombudsman.

The register can be accessed via the Financial Conduct Authority website at <https://register.fca.org.uk/s/>

### **After the Event, Before the Event or Legal Expenses Insurance**

After the Event Insurance policies cover the legal costs which a claimant must pay to a defendant when a claim is unsuccessful, i.e. when the claim is either lost at trial, or abandoned/settled after the defendant has incurred costs which the claimant is liable to pay. The ATE insurance also covers disbursements which have been incurred in pursuing the claim i.e. the sums paid out on the claimant's behalf such as police and medical reports, Court fees, Counsel's fees etc.

Before the event (BTE) legal expenses is an insurance policy which customers purchase to cover legal costs associated with different legal scenarios, such as disputes relating to employment or the purchase of goods and services to personal injury and medical negligence.



We may recommend that you instruct us to arrange After the Event Insurance (ATE) or Before the Event Insurance (BTE) on your behalf.

We do not conduct a fair analysis of the insurance market (save for considering available ATE products biennially), we do however have a delegated authority scheme with Temple Insurance and we are satisfied that that any policy offered by them will be competitive.

A delegated authority scheme requires that all our relevant cases be insured with Temple Insurance. You are of course free to explore the availability of other ATE insurance arrangements.

We do not receive a financial gain from Temple Insurance

You can if you wish request details of the insurance undertakings with which we conduct business.

We will always take reasonable steps to ensure that the policy is suitable for your demands and needs and takes account of your best interest.

In your [personal injury] case, the premium only becomes payable if you succeed in recovering damages.

Premiums are calculated based upon the level of cover required and the amount of damages that you are awarded.

Suffice it to say that we will endeavour to obtain a policy with a deferred premium, which means there is nothing for you to pay upfront. The premium will also be self insured which means that if you lose the case the premium does not become payable by you.

### **Legal Indemnity Insurance**

In Conveyancing matters, where there is a defect in the title of the property that you are selling or buying we may strongly recommend that you instruct us to take out legal indemnity insurance (potentially requested, selected and approved by your buyers with on your behalf, in order to offer protection to a buyer (and/or a lender).

We normally (but not always) recommend a policy with First Title Insurance Plc and we believe that their premiums are competitive. We do not receive any financial gain from First Title Insurance Plc or indeed any insurance company we may recommend.

You can if you wish request details of the insurance undertakings with which we conduct business.

We will always take reasonable steps to ensure that the policy is suitable for your demands and needs and takes account of your best interest.

A legal indemnity insurance policy will attract a one off premium and the benefit of the policy is normally transferred automatically to successors in title (and their lenders). Premiums are generally charged on a sliding scale depending upon the value of the property and the nature of the defect.

We will advise you should it become necessary to take out legal indemnity insurance.

### **Commissions**

If we do refer you to an independent financial adviser they may pay us a commission. In those circumstances we will ask you to confirm in writing that we may keep that commission.



### **Equality, Diversity & Inclusion**

We are committed to promoting equality, diversity and inclusion in all of its dealings with clients, third parties and employees. Please contact us if you would like a copy of our Equality, Diversity & Inclusion policy.

### **Client Concerns**

We are confident that we will give you a high quality service. However, if you have any queries or concerns about our work for you, please raise your concern with the person you are dealing with on a day to day basis in the first instance or, alternatively, the Partner in charge. However, if you still have concerns including any issues with any bills we raise in connection with your matter, please take them up with David Sangster, our Client Care Partner. David Sangster can be contacted on 01267 239 000. His email address is david.sangster@redkitelaw.co.uk or you can contact him by writing to Red Kite Law LLP, 14-15 Spilman Street, Carmarthen, SA31 1SR.

We have a procedure in place which details how we deal with complaints and which is available on request. If you are not satisfied with our handling of your complaint, you can ask the Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ, Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk) Tel: 0300 555 0333, Email: [enquiries@legalombudsman.co.uk](mailto:enquiries@legalombudsman.co.uk) to consider the complaint.

For the Legal Ombudsman to deal with your complaint the problem must ordinarily have occurred ***after 5<sup>th</sup> October 2010. If the problem occurred on or before 5<sup>th</sup> October 2010 or you should reasonably have known there was cause for complaint, on or before that date, then the Ombudsman will not usually be able to deal with your complaint.***

***If you are unsure about these time limits and how they apply to your matter, please contact the Legal Ombudsman's office, using the contact details shown above, to clarify the position.***

Subject to the above Scheme Rules, and the Legal Ombudsman's discretion to extend the time limits, you will need to bring your complaint to the Legal Ombudsman

- within six months of receiving a final written response from us about your complaint and,
- no later than 6 years from when the problem (act or omission) occurred or,
- no later than 3 years from the date, you should reasonably have known that there was cause for complaint.

### **Please Note**

1. If your complaint is specifically about our bill, you have the right to object to it and apply for an assessment of it under part III of the Solicitors Act 1974. If you should choose to exercise this right, and the court is assessing our bill, you may be unable to use the Legal Ombudsman service.
2. If you are complaining as a business client, unless you are a "micro business" (as defined by the European Union), you may not be able to use the Legal Ombudsman scheme, and should check the guidance on Legal Ombudsman's website.
3. If you refer your complaint to the Legal Ombudsman as a trustee/personal representative (executor/administrator) or beneficiary of the estate/trust of a person who, before they died, had not referred the complaint to the Legal Ombudsman the period runs from when the deceased should reasonably have known there was cause for complaint; and when the complainant (or the deceased) should reasonably have known there was a cause for complaint will be assessed on the basis of the complainant's (or deceased's) own knowledge, disregarding what the complainant (or

4. If the ombudsman considers there are exceptional circumstances (e.g. serious illness or you were still within the time limits when you made your initial complaint to them) then he/she may extend any of the above time limits to the extent that he/she considers fair.

Alternative complaints bodies (such as ProMediate [www.promediate.co.uk](http://www.promediate.co.uk)) exist which are competent to deal with complaints about legal services should both you and our firm wish to use such a scheme. We do NOT agree to use such schemes.

### **Limitations on our Liability**

We limit our liability to you for claims for breach of contract, breach of duty, negligence and for claims otherwise arising out of or in connection with our engagement or the services we provide, in the ways described below.

Our liability to you shall be limited to £3 million or such higher amount as is set out in the letter accompanying these Terms of Business if different.

This liability cap will apply to our aggregate liability to you together with any associated party for whom you are acting as agent in relation to the relevant matter on any basis.

#### *Proportional liability*

In addition to the other limitations in this document, where we and/or third parties are responsible for any loss suffered by you, our liability for that loss will be limited to a fair proportion of your total loss calculated by reference to the extent of our responsibility. If you have engaged others to represent or advise you on a matter in which we are involved and you agree with any of them that their liability to you will be limited, in order that our position is not adversely affected by any such limitation of their liability, you agree that our liability to you will not exceed the amount which would have applied in the absence of that limitation.

#### *Third party liability*

If you start proceedings against us for loss or damage and there is another person (for example, another adviser) who is liable (or potentially liable) to you in respect of the same loss or damage, then you will (if we so request) join them into the proceedings. This is subject to any legal prohibition against your joining them in that way.

#### *No claim against individual employees/partners*

We have an interest in limiting the personal liability of employees, consultants and partners. Accordingly you agree that you will not bring any claim against any individual employee, consultant or partner in respect of losses which you suffer or incur, arising out of or in connection with our engagement or the services we provide. The provisions of this paragraph will not limit or exclude the firm's liability for the acts or omissions of our employees, consultants or partners.

The provisions of the above paragraph are intended for the benefit of our employees, consultants and partners but the terms of our engagement may be varied without the consent of all or any of those persons.

#### *Limitation on exclusions*

The above exclusions and limitations will not operate to exclude or limit any liability which cannot lawfully be limited or excluded. In particular they do not limit liability for fraud, nor for causing death or personal injury by negligence, nor for negligence in contentious business, insofar as the Solicitors Act 1974 s 60(5) precludes the exclusion of such liability.



This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by the law of England and Wales, and the Courts of England and Wales shall have exclusive jurisdiction over any such dispute or claim.

**Force Majeure**

We shall not be liable to you if we are unable to perform our services as a result of any cause beyond our reasonable control.

**Severability**

If any provision in these terms of engagement or our accompanying letter is or becomes invalid, illegal or unenforceable then it shall, to the extent required, be severed and shall be ineffective and the validity of the remaining provisions shall not be affected in any way.

**Confirmation**

Unless otherwise agreed, and subject to the application of the current hourly rates at that time, these Terms and Conditions of Business shall apply to any future instructions given by you to Red Kite Law LLP.

Red Kite Law LLP is a limited liability partnership (LLP) whose members (who we will continue to refer to as partners) have limited liability. The LLP is responsible to clients for all new and current work.

Red Kite Law LLP is registered in England and Wales with registered number OC361542.

It is authorised and regulated by the Solicitors' Regulation Authority No. 557521.

VAT Registration Number: 108817900

A list of its members is open for inspection at any of its offices and through the LLP's website.





**Model Cancellation Form**

To Red Kite Law LLP, 14-15 Spilman Street, Carmarthen SA31 1SR.  
Fax – 01267 238521 Email – david.sangster@redkitelaw.co.uk

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract for the provision of the following service [\*]:-

Name of Client(s)

Address of Client(s)

Signature of client(s)

Date

[\*] Delete as appropriate.

## Carmarthenshire SA31 1SR

## Signature Page for return

Please detach, sign and return this page to acknowledge receipt of the Terms and Conditions of Business.

Please keep the remainder of this document for your personal reference.

Although your continuing instructions in this matter will amount to an acceptance of these Terms and Conditions of Business, it may not be possible for us to start work on your behalf until one copy of them has been returned to us for us to keep on our file

I confirm that I have read and understood, and I accept, these Terms and Conditions of Business.

SIGNED: .....

SIGNED: .....

DATE: .....





## **LEDBURY TOWN COUNCIL**

### **DRAFT ANNUAL LEAVE POLICY**

Ledbury Town Council recognises the legal requirement for all employees to take annual leave. It also recognises the importance of leave for employees as it forms a vital part of ensuring that a high degree of commitment, dedication and loyalty is shown enabling the Council to meet its objectives.

Current legislation entitles all full-time employees to 28 days annual leave, which may or may not include all statutory public holidays. In addition, the Council grant additional non-statutory days leave following some of the statutory Bank Holidays. Leave for Part-time staff will be allocated on a pro-rata basis.

It is also the policy of Ledbury Town Council to recognise long service and career progression and therefore after 5 years continuous service full time employees will be granted an additional 5 days annual leave. This will be awarded pro rata during the leave year in which an employee achieves their 5 years continuous service.

Additionally, when an employee reaches a role which carries Spinal Column Points of 23 or higher, they will receive an additional 2 days annual leave.

This policy has been prepared in line with the National Joint Council for Local Government Services National Agreement on Pay and Conditions of Service.

**Date reviewed and adopted by the Council**  
**Date for Next Review**

**XXXX**  
**XXXX**

## **ANNUAL LEAVE PROCEDURE**

The annual leave year is 1 April to 31 March. All staff are expected to take their full leave entitlement during the holiday year. In exceptional circumstances employees may carry forward a maximum of 5 days leave into the next holiday year provided that the statutory minimum of 28 days has already been taken. Any holiday entitlement carried forward must be taken by 30 April that year.

Part time employees, or those joining the Council during a leave year, will be entitled to annual leave on a pro-rata basis.

### **Annual Leave Entitlement**

New Starter (below SO1) – 21 days to be increased to 26 after 5 years' service.

New Starter (SO1 & above) – 23 days to be increased to 28 after 5 years' service.

Unless otherwise stated in contracts, in addition to the above entitlement all staff who are normally contracted to work on a day which falls on a statutory public holiday and non-statutory holiday agreed by Council will receive the additional holidays set out below; part-time employees being pro-rata'd:

New Year's Day

Good Friday

Easter Monday

May Day

Spring Bank Holiday (Whitsun at the end of May)

Summer Bank Holiday (at the end of August)

Christmas Day

Boxing Day

In addition to the above, employees shall have an entitlement to two extra statutory days holiday. Employees will be asked to use these at the time between Christmas and New Year.

### **Sickness immediately prior to or during annual leave**

If an employee is ill during a period of pre-arranged annual leave it is permissible to treat the days of incapacity as sickness absence instead of annual leave, subject to the provision of a medical certificate which covers the full period of sickness. Please note this will not be the case for non-certificated absence. This will enable the Council to arrange alternative leave dates, subject to the demands of the business.

If an employee falls ill whilst on annual leave travelling abroad, they must produce acceptable documentation signed by an accredited medical practitioner, together with the employee's name and contact details. This should also state whether the employee is fit to travel. If declared unfit to travel, the certificate must give an indication



of the date the employee is likely to travel, if this is after the last authorised day of leave. When employees return to the UK, they are required to submit a Fit Note by their UK Doctor in order to return to work.

Employees will continue to accrue annual leave (excluding bank holidays) at their normal rate whilst on sick leave in accordance with legislation.

Where, as a direct result of long-term sickness absence, employees have been prevented from taking their holiday entitlement, it may be possible for an employee to carry forward/be paid (dependent on the amount of annual leave) the statutory element of their remaining annual leave entitlement into the next annual leave year; management reserves the right to specify when that leave must be taken.

### **Leaving employment during the year**

- If you leave your employment with the Council, you can take the statutory entitlement you have accrued up to the time you leave during your notice period provided you have given the notice period required under the terms of your Contract of Employment.
- If you do not take the statutory holiday entitlement you have accrued, you have the right to be paid for the accrual.
- If you have taken more leave than your accrual entitlement you will be expected to reimburse the Council by deduction from your final salary payment.



<b>FINANCE, POLICY &amp; GENERAL PURPOSES COMMITTEE</b>	<b>27 JANUARY 2022</b>	<b>AGENDA ITEM: 25</b>
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Report prepared by Angela Price – Town Clerk

## **PENSION ADMINISTRATION STRATEGY – POLICY STATEMENT ON COMMUNICATIONS**

### **Purpose of Report**

The purpose of this report is to ask Members of the Finance, Policy & General Purposes Committee to give consideration to the attached Pension Administration Strategy and the proposed changes within that document.

### **Detailed Information**

On joining Ledbury Town Council staff are automatically entered into the Worcestershire Pension Fund which is a Local Government Pension scheme (LGPS).

Currently Worcestershire Pensions are reviewing their Pension Administration Strategy, which sets out the respective LGPS roles and responsibilities and establishes the levels of performance they and their participating employers are expected to achieve in carrying out their responsibilities.

As a participating employer, Ledbury Town Council are being asked to provide comments on the current Pension Administration Strategy and on the changes that are being proposed which will come into effect from 1 April 2022 as a result of the annual review.

Any changes within the document will be tabled for approval at the Pensions Committee's meeting in March 2022, the proposed changes are shown in red on the attached document to assist with identifying them.

Further information about the LGPS regulations can be found at the following link:  
<https://www.lgpsregs.org/schemeregs/lgpsregs2013/timeline.php#r60>

### **Recommendation**

Members are requested to give consideration to the attached Pension Administration Strategy and agree any comments for response to be sent via the Clerk.





## **Policy Statement on Communications**

### **1 Introduction**

We aim to produce clear communications in a plain English style that provide everyone with any interest in the Fund with ready access to all the information they need to make informed decisions.

We may make our communications available in languages other than English or in Braille or in other formats upon request to suit those with special needs.

We can be contacted in person, by letter, by phone or by email.

We aim to respond to all requests in a timely manner and by meeting the enquirer's information objectives.

We will collaborate with other Funds throughout the year to produce communications that benefit from shared expertise and cost saving.

We aim to continually develop our communications / the resource we devote to engagement.

Our flagship communications offering is our website at:  
[www.worcestershirepensionfund.org.uk](http://www.worcestershirepensionfund.org.uk)

We aim to maintain a compliant website that provides stakeholders with a first port of call for all of their pension information needs, so that they can make informed decisions. NB we are not able to provide financial advice.

We aim to invest in digitisation to maximise self-service for our members and employers.

### **2 Communicating with employers**

We will engage with our prospective and actual employers to:

- Explain our requirements of them.
- Define their information needs and expectations of us.
- Identify and deliver their training needs.

We will maintain an up to date [Pension Administration Strategy](#).

We will maintain an [Employers area](#) on our website to provide regularly updated guidance / forms including monthly employer newsletters.

We will deliver a bi-annual employer forum to discuss, manage and communicate major strategic issues, legislation changes and funding matters.

Of the 58 members of our Pension Board chaired by Cllr Roger Phillips there are 2 employer representatives who scrutinise all Pensions Committee decisions and can take items for discussion to our Pensions Committee on behalf of employer.

The Pensions Committee of 8 chaired by ~~Paul Middlebrough~~ Cllr Elizabeth Eyre has 2 employer representatives.

### **3 Communicating with members**

We will make available a range of publications / forms for prospective and actual scheme members including a Guide to the LGPS.

We will provide an annual benefit statement to our employee members and our deferred members by 31 August.

We will provide an annual newsletter to our employee members and an annual newsletter to our deferred members.

We will provide an annual newsletter, an annual payslip and a P60 to our pensioner members. We will also provide them with a pension payslip when there is a change of more than £1 per month net of tax in their pension.

Of the 8 members of our Pension Board there are 3 member / trade union representatives who scrutinise all Pensions Committee decisions and can take items for discussion to our Pensions Committee on behalf of members.

The Pensions Committee of 8 has 1 member / trade union representative.

### **4 Communications with other stakeholders**

Our Annual Report and Financial Statements are available from our website.

Our website will also provide up to date information about our governance, funding, investments, finances and operations.

We will deliver appropriate communications to comply with and apply all relevant legislation / guidance (for example from The Pensions Regulator, The Local Government Association, Her Majesty's Revenue & Customs, The Local Government Pension Scheme Advisory Board, etc.).

We will deliver a training programme for members of our Pensions Committee and Pension Board.

**FOR OFFICE USE ONLY:**

Worcestershire Pension Fund Policy Statement on Communications

Version: Final (following the second annual review)

Author: Chris Frohlich, Engagement Manager

Dated: ~~April~~ December 2021

To be Signed Off: Pensions Committee 2346 03 20242



# **Worcestershire Pension Fund Pension Administration Strategy**

## **PREFACE**

This Pension Administration Strategy has been produced to:

- Set out the Local Government Pension Scheme (LGPS) roles and responsibilities of Worcestershire Pension Fund and our employers.
- Establish the levels of performance we and our participating employers are expected

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## CONTACT US

**Website:** [www.worcestershirepensionfund.org.uk](http://www.worcestershirepensionfund.org.uk)

**By email:** [pensions@worcestershire.gov.uk](mailto:pensions@worcestershire.gov.uk)

**By post:** Worcestershire Pension Fund, County Hall, Spetchley Road, Worcester, WR5 2NP

**By phone:** [Find out who to contact](#)

## 1. OUR RESPONSIBILITIES TO OUR EMPLOYERS AND MEMBERS

### Our general responsibilities:

1. To comply with all relevant legislation and guidance (for example from The Pensions Regulator).
2. To apply the LGPS regulations in line with our Policy Statement on our LGPS discretions. NB we can recover costs from an employer where costs have been incurred because of that employer's level of performance in carrying out its functions, for example arising from members appealing their level of benefits after an employer has provided insufficient / incorrect data for us to apply the McCloud remedy.
3. To accurately record and update member records on the pension administration system.
4. To maintain a compliant website that provides stakeholders with a first port of call for all of their pensions information needs, so that they can make informed decisions. NB we will make it clear that we are not able to provide financial advice.
5. To invest in digitalisation to maximise self-service for our members and employers.
6. To maintain an appropriate range of up to date forms and guides.
7. To produce newsletters for all members at least annually.
8. To provide guidance on the secure submission of data.
9. To chase up information that we have asked for.
10. To agree timescales for dealing with bulk work / queries.
11. To appoint and manage appropriate specialist professional services organisations.
12. To review the Pension Administration Strategy annually in consultation with employers.

### Governance – our responsibilities:

1. To operate with a Pensions Committee and a Pension Board including employer and employee representatives.
2. To deliver appropriate training for the members of the Pensions Committee and Pension Board.
3. To maintain a Risk Register.
4. To produce, operate according to and maintain a Governance Policy Statement.
5. To report any failures to The Pensions Regulator / Scheme Advisory Board.



6. To deliver complaints and Internal Dispute Resolution Procedures (IDRP) appeal procedures.
7. To comply with any audit requirements / recommendations.

#### **Funding and investments – our responsibilities:**

1. To set out a clear and transparent Funding Strategy Statement and consult with employers on this.
2. To manage employers' annual covenant reviews to help us to manage risk.
3. To produce and maintain the Fund's Investment Strategy Statement, Climate Change Risk Strategy and Climate-Related Financial Disclosures.
4. To appoint and manage LGPS Central Limited, and the Fund's other investment managers.
5. To monitor the performance of the Fund's assets.
- ~~6. To produce a Statement on Compliance with the UK Stewardship Code for Institutional Investors. To maintain our signatory status to the UK Stewardship Code 2020.~~
7. To produce responsible investment information to include information about climate change / climate risk monitoring and our Environmental, Social and Governance (ESG) audits.
8. To consult and inform employers which investment pot they have been allocated to and how this will be monitored / managed in future

#### **Financial and data obligations – our responsibilities:**

1. To allocate the contributions received correctly to each employee record.
2. To keep a log of contributions received from each employer.
3. To retain the right to charge interest at 7% for persistent and ongoing late payment in the following circumstances:
  - a. If employer contributions (including deficit recovery payments) are overdue (if they are not received a month later than the due date specified).
  - b. If any other payments are overdue (if they are not received by the due date specified).
4. To pass on any fines levied by third parties or additional costs for example arising from members appealing their level of benefits after an employer has provided insufficient / incorrect data for us to apply the McCloud remedy arising from employer performance.

5. To inform each employer of any new contribution bandings table in place from each April.
6. To inform employers of any rechargeable items e.g. actuarial fees as they become due / at the end of financial year.
7. To produce an Annual Report and Financial Statements.
8. To manage admission agreements / the processes for admitting new employers.
9. To manage the delivery of Financial Reporting Standards (FRS) / International Accounting Standards (IAS) information to employers.
10. To take account of covenant reviews in setting employer contribution rates.
11. To advise employers when strain costs / compensatory added years payments are due.

**Annual return, actuarial valuations when being undertaken and annual benefit statements – our responsibilities:**

1. To process employer year end contribution returns within 1 month of receipt i.e. 31 May.
2. To produce annual benefit statements (ABS) for all employee and deferred members by 31 August.
3. To highlight annually if a member has exceeded their annual allowance and issue a Pension Savings Statement by 6 October.
4. To provide data to the Fund Actuary and Governments Actuary's Department to enable employer contribution rates to be accurately determined.
5. To provide an electronic copy of the actuarial valuation report and contributions certificate to each employer.

**New starts – our responsibilities:**

1. To accurately create member records on the pension administration system within 40 working days of notification from an employer of a new entrant to the LGPS.

**Changes in circumstances for employee members – our responsibilities:**

1. To accurately record and update member records on the pensions administration systems within 10 working days of completed notification.

**Employee members – our responsibilities:**

1. To update employee members' career average revalued earnings (CARE) accounts for the annual revaluation on 1 April.

**Transfer in / out estimates – our responsibilities:**

1. To provide transfer in information to the member within 10 working days of all information required being received.
2. To provide transfer out information within 10 working days of all information required being received.

**Divorce estimates – our responsibilities:**

1. Where a request for divorce information including a cash equivalent transfer value (CETV) is received from the member, or the Court, we will provide the member with a schedule of our charges and then issue the estimate within 45 working days of the receipt of the signed request from the member / receipt of the Court order.

**Outsourcing estimates – our responsibilities:**

1. To provide guidance to and the estimated fees (these are likely to be at least £5,000) that will be incurred by current employers participating in the LGPS who are considering outsourcing.

**Actual retirements – our responsibilities:**

1. To issue individual quotations / information within 15 working days after all information required to process a quotation has been received.
2. To issue employee members with a letter notifying them of their actual retirement benefits within 15 working days following receipt of the completed Leavers Form.
3. To issue deferred members with a letter notifying them of their actual retirement benefits within 15 working days following receipt of all documentation from the member.

**Ill health retirements – our responsibilities:**

1. To calculate and pay the benefits within 15 working days following receipt of all documentation.
2. To assist employers in discharging their responsibility to review Tier 3 ill health cases at 18 months.
3. To assist employers to select an Independent Registered Medical Practitioner (IRMP).



4. To provide information on the options for members who are terminally ill.

**Members leaving employment before retirement – our responsibilities:**

1. To provide members with Opt Out forms and information about going 50/50 / refunds / becoming deferred / transfers out.
2. To provide members becoming deferred with the options available to them within 30 working days of receipt of all the correct information from the employer via the Leavers Form.
3. To process and pay a refund within 10 working days to an eligible member following receipt of all relevant documentation.

**Deferred members – our responsibilities:**

1. To update deferred members' benefits for the annual pensions increase award / annual CARE revaluation as appropriate.
2. To provide estimates of benefits that may be payable and any resulting employer costs within 15 working days of request.
3. To select an Independent Registered Medical Practitioner (IRMP).

**Death in service – our responsibilities:**

1. To provide an initial letter of acknowledgement to the next of kin / informant within 5 working days following a notification of death.
2. To provide a letter notifying dependents of benefits within 10 working days following receipt of identification / certificates and relevant documentation.
3. To expedite the payment of any benefits in an appropriate and caring manner.

**Additional voluntary contributions (AVCs), Additional Pension Contributions (APCs) and shared cost APCs (SCAPCs) – our responsibilities:**

1. To appoint and manage an in-house AVC provider.
2. To direct members / employers to information on these options as requested.

**Pensioners – our responsibilities:**

1. To make payment of any lump sum within 23 working days of receipt of all relevant fully completed retirement forms and certificates from the member, or retirement date if later.

2. To pay pension payments on the last working day of each month following retirement, unless this falls on a weekend or bank holiday when the payment will be made on the last working day before.
3. To pay LGPS benefits to their qualifying dependents.
4. To obtain annual life certificates from certain members e.g. those either resident overseas or with ongoing power of attorneys.
5. To pay Her Majesty's Revenue & Customs.
6. To increase pensions annually if appropriate.
7. To provide payslips / P60s.

**Complaints / adjudication of disagreements – our responsibilities:**

1. To appoint an adjudicator to deal with disagreements and in accordance with the regulations reply within 2 months or any extension provided by the regulations.
2. To acknowledge complaints within 10 working days of receipt of the completed documentation.
3. To review and provide updates to the member in a timely manner.
4. To notify the employer of decisions and / or appeals as requested.
5. To listen sympathetically to complaints and respond to them within 10 days.

**Performance monitoring and reporting – our responsibilities:**

1. We will report on our key performance indicators (KPIs) to the Pensions Committee and the Pension Board. This will provide a mechanism for service level review and recognition of best practice.
2. We will seek to work closely with employers to:
  - Identify areas of poor performance.
  - Provide the necessary training and development.
  - To put in place appropriate processes to improve the level of service in the future.

**Reporting breaches – our responsibilities:**

1. To have procedures to be followed in relation to reporting breaches of the law to The Pensions Regulator.
2. To report data breaches to the Information Commissioner's Office (ICO).
3. To report all breaches to the Pensions Committee and the Pension Board.

## 2. EMPLOYERS' RESPONSIBILITIES

### Employers' general responsibilities:

1. To support us in engaging with our members and prospective members, making it clear that Worcestershire Pension Fund is not able to provide financial advice.
2. To be familiar with the HR and Payroll guides available at <http://www.lgpsregs.org/resources/guidesetc.php>
3. To provide us with up to date and correct information e.g. re an employer's covenant as and when requested in accordance with our timescales and data protection / pensions regulations, retaining information about employees in line with our [Personal Data Retention Guidance for Employers](#) and our guidance ~~(for example in our September 2020 employer newsletter)~~ about the McCloud remedy where if no data is available assumptions that employees could challenge would have to be made.
4. For larger bulk estimates, to make requests via the spreadsheet template provided by us and to give us as much notice in advance, for example when any redundancy exercises are planned.
5. To operate controlled, authorised processes and procedures.
6. To familiarise themselves with our:
  - a. [Policy Statement on Communications](#).
  - b. [Funding Strategy Statement](#) ~~that includes~~ , investment pots and arrangements for ceasing participation in the Fund.
  - c. [Governance Policy Statement](#).
  - d. [Investment Strategy Statement](#).
  - e. [Actuarial valuation report](#).
  - f. [Climate Change Risk Strategy](#)
  - g. [Climate-Related Financial Disclosures](#)
7. To comply with [the Pensions Regulator's](#) requirements of employers offering pensions to their employees, including automatic enrolment and data quality.
8. To publish and forward to us an up to date employer policy statement for all [employer](#) [discretions under the LGPS regulations](#).

### Financial and data obligations - employer responsibilities:

1. To calculate, collect and pay us no later than the 19<sup>th</sup> day of the month following the period of deductions:
  - All employee contributions deducted from payroll (excluding AVCs).
  - Employer contributions.
  - Any deficit lump sum payments due on a monthly basis.
2. To accompany each payment with the [Payover Form PCF1](#).



3. To pay all rechargeable items to the Fund on receipt of the invoice within the timescales specified.
4. To provide us with accurate member data, using the monthly CARE spreadsheet.
5. To provide us with the annual Covenant data we require.

**Annual return, actuarial valuations when being undertaken and annual benefit statements - employer responsibilities:**

1. To ensure we receive accurate year end information to 31 March through the Year End Spreadsheet by 30 April.
2. To submit accompanying paperwork detailing this together with payment or a formal request for a refund should there be any under / over payment discovered whilst reconciling.
3. To provide any additional information that may be requested to produce annual benefit statements for service up until 31 March in each particular year by the 30 April each year.
4. To ensure that all errors highlighted from the annual contribution and pensionable pay posting exercise are responded to and corrective action taken promptly.

**New starts - employer responsibilities:**

1. To ensure that pension information is included as part of any new employment induction process, in contracts of employment and appointment letters.
2. To ensure that all employees subject to contractual admissions are bought into the LGPS from their relevant start date.
3. To provide us with accurate new member data, using the New Starter Form / interface within 4 weeks or at the members' start date or within 14 days of the first time the new employee is included on the employer's payroll run.
4. To provide each new employee with a link to our Guide to the LGPS and a New Starter Form with their contract of employment.
5. To determine the appropriate contribution rate (whether individually or by an automated process on payroll) and as soon as is reasonably practicable, notify the employee of the contribution rate which is to be deducted from the employee's pensionable pay and the date from which the rate will become payable. It is for the employer to determine the method by which the notification is given to the employee, but the notification must contain a statement giving the address from which further information about the decision may be obtained. The notification must also notify the employee of the right to appeal, including the process and timescales involved. Furthermore, the correct employee contribution rate should be applied and (if appropriate) adjusted throughout the year according to the employer's Policy Statement on discretions.

**Important note:** Where there is more than one contract of employment with the same employer, each membership shall be maintained separately and notified to us as above.

#### **Changes in circumstances for employee members - employer responsibilities:**

1. To ensure that we are informed of any changes in the circumstances of employees, by completing the Employer Notification of Changes relating to Pensionable Employment Form / Leavers Form / Ill Health Form / 50:50 cancel form / 50:50 Option Form / etc. within 4 weeks of the change. Changes include:
  - a. Name.
  - b. Marital status.
  - c. NI number.
  - d. Contractual hours.
  - e. Any remuneration changes due to promotion and down grading.
  - f. Full time equivalent pensionable pay according to the pre 2014 definition.
  - g. Actual pensionable pay (including overtime/additional hours) in 100/100 and 50/50 according to the post 2014 definition (CARE).
  - h. Employee contribution rate.
  - i. Employee number and / or post number.
  - j. Date joined LGPS (if adjusted).
  - k. Confirmation of 50/50 or 100/100 entry.
  - l. Additional Voluntary Contributions (AVC) contributions.
  - m. Additional Pension Contributions (APC).
  - n. Notification of Flexible Retirement.
  - o. Address change
2. To apply assumed pensionable pay (APP) for pension purposes during periods of reduced or nil pay as a result of sickness, injury or relevant child related leave (i.e. ordinary maternity, paternity or adoption leave or paid shared parental leave and any paid additional maternity or adoption leave). **Important note:** If the employee receives no pay, employer contributions should still be paid.
3. To calculate and provide to the member the APP amount should an employee wish to purchase an Additional Pension Contributions (APC) or a Shared Cost Additional Pension Contribution (SCAPC) contract to buy back the pension 'lost' during the absence, **Important note:** before a period of absence employers must bring to the attention of the employee that they can buy back the 'lost' pension and also direct employees to the APC calculator at:  
<https://www.lgpsmember.org/more/apc/index.php>

#### **Retirement estimates - employer responsibilities:**

1. To submit a request using the Request for Estimate Form. Each form must be signed by an authorising officer.
2. To provide pay and other relevant information such as details of the maximum strain the employer can pay given other exit payments and whether the exit cap is



applicable requested by us either on an individual basis within 10 working days of the request, or for bulk / group requests by an agreed timescale with us.

**Transfer in / out estimates - employer responsibilities:**

1. To submit a request.
2. To provide pay and other relevant information requested by us either on an individual basis within 10 working days of the request, or for bulk / group requests by an agreed timescale with us.

**Divorce estimates - employer responsibilities:**

1. To provide pay and other relevant information requested by us either on an individual basis within 10 working days of the request, or for bulk / group requests, by an agreed timescale with us.

**Outsourcing estimates - employer responsibilities:**

1. To provide pay and other relevant information requested by us either on an individual basis within 10 working days of the request, or for bulk / group requests, by an agreed timescale with us.
2. Re staff transfers e.g. outsourcings, in line with our guidance notes on transfers of staff between our employers including academy conversions to ensure early notification / liaison with us when considering an outsourcing exercise which affects members / eligible members of the LGPS.

**Actual retirements - employer responsibilities:**

1. To submit the appropriate Leavers Form and details such as the maximum strain the employer can pay given other exit payments and whether the exit cap is applicable to us as soon as the information is available. N.B. The Leavers Form must be completed fully and be signed by an authorising officer, as it confirms the information required to enable the benefits to be calculated and the employer's decision as to the type of benefit that is to be paid to the member.
2. To include a reference in the retirement letter to remind employees to advise us directly if they subsequently move house so that we can maintain contact with the retired member.

**Ill health retirements - employer responsibilities:**



1. To determine whether an ill health benefit award is to be made, based on medical evidence and the criteria set in the LGPS regulations.
2. After obtaining an opinion from an approved Independent Registered Medical Practitioner (IRMP) on the appropriate Medical Certificate, determine which tier (1, 2, or 3) is to be awarded.
3. Submit the completed Medical Certificate and Leavers Form to us with all related paperwork and a copy of the notice letter issued to the member (which must confirm the level of ill health benefits awarded and the appeal information).
4. To keep a record of and at 18 months review all Tier 3 ill health retirements, arranging as appropriate a further medical certificate.
5. To notify us to recover any overpayment of benefits following a discovery of gainful employment.
6. To include a reference in the dismissal letter to remind employees to advise us directly if they subsequently move house, so that we can maintain contact with the retired member.
7. To consider taking out ill health liability insurance (IHLI).

**Members leaving employment before retirement - employer responsibilities:**

1. To notify us using the Leavers Form, ensuring all relevant information is included on the form, within a reasonable time of the members leave date.
2. To include a reference in the acknowledgement letter to remind employees to advise us directly if they subsequently move address so that we can maintain our contact with the retired member.
3. To send us notification of any eligible employees subject to automatic enrolment, who opt out of the LGPS within 6 weeks of joining.
4. To check the date on all Opt out forms is not earlier than the end of the current pay period.

**Deferred members - employer responsibilities:**

1. To keep adequate records of the following for members who leave the LGPS with deferred benefits, as early payment of benefits may be required:
  - a. Name.
  - b. Last known address.
  - c. NI Number.
  - d. Payroll number.
  - e. Date of birth.
  - f. Last job information including job description.
  - g. Salary details.
  - h. Date and reason for leaving.

2. To determine, following an application from the former employee to have their deferred benefits paid early, whether or not they are eligible for early payment on ill health grounds in line with the criteria set in the relevant (NB these depend on date of leaving) regulations and after seeking suitable medical opinion from an IRMP.
3. To determine whether any actuarial reduction can be waived on compassionate grounds in accordance with the employer's Policy Statement on discretions.

#### **Death in service - employer responsibilities:**

- 1 To inform us immediately of an employee who has died – this can initially by telephone or email to enable us to calculate or cease benefits.
- 2 Any notification of death in service should be followed with the receipt of a completed Leavers Form.

#### **Death of pensioner / deferred member - employer responsibilities:**

1. Although employers have no responsibilities on the death of these members, it would be helpful if they could help when a dependent contacts them by advising the dependent to contact us.

#### **Additional voluntary contributions (AVCs), Additional Pension Contributions (APCs) and shared cost APCs (SCAPCs) - employer responsibilities:**

1. To communicate to employees the option of SCAPCs to cover periods of 'lost pensions' and the timeframe they must elect to purchase a SCAPC. **Important note:** Members must elect to make APCs within 30 days of returning to work following the absence, but employers have the discretion to extend this period. This should be laid out in the employer's Policy Statement on discretions.

#### **Adjudication of disagreements – employer responsibilities**

1. Under regulation 72 of the LGPS 2013 Regulations, any decisions made by an employer affecting an employee's rights to membership, or entitlement to benefits must be made as soon as is reasonably practicable and notified to the employee in writing including a reference to their right to appeal in line with regulation 73 of the LGPS regulations.
2. An employer must notify us of a decision made under Regulation 72. Every notification must:
  - Specify the rights under Stage 1 and Stage 2 of the appeals procedure quoting the appropriate regulations.
  - Specify the time limits within the appeal, under either stage, which apply.

- Specify to whom an application for appeal must be made to. For first stage appeals this must be the nominated person of the employer who made the decision. For second stage appeals this will be the appointed person at the Administering Authority.
3. Employers must notify us of any first stage appeals they receive.
  4. Each employer is required to nominate and name the person to whom applications under stage 1 of the Appeals Procedure should be made.



### 3. FURTHER INFORMATION

We administer the LGPS and manage £3,000,540 million of worldwide assets on behalf of about 20,190 employers and 634,000 members.

As at 30 September 2021~~the 31 March 2019 actuarial valuation~~ we were 103~~90~~% funded.

We have a budget of £1.35m for pensions administration and have 245 staff in our pension administration department. We work with the following:

AEW  
Barclays  
BNY Mellon  
Bridgepoint  
BSIF Housing and Infrastructure  
First Sentier  
Grant Thornton UK LLP  
Hermes Investment Management  
Invesco Real Estate  
Legal & General Investment Management  
LGPS Central Limited  
Mercer  
MJ Hudson Allenbridge  
Nomura Asset Management UK Ltd  
Northern Trust  
River & Mercantile  
Scottish Widows  
Stonepeak Infrastructure partners  
UK Green Investment Bank  
Venn Partners  
Walton Street Capital, LLC

This Pension Administration Strategy has been prepared in accordance with LGPS regulations, see (reg 59): <http://www.lgpsregs.org/schemereqs/lgpsregs2013/timeline.php>

#### **Audit**

We are subject to audit of our processes and internal controls. Employers are expected to fully comply with any requests for information from both internal and approved external auditors. Any subsequent recommendations will be considered and where appropriate implemented with employer cooperation.

#### **Benchmarking**

We will regularly monitor our costs and service performance by benchmarking with other administering authorities. Details of the costs of administration, quality measures and standards of performance will be published in our [Annual Report and Financial Statements](#).

#### **Data Protection Act 2018**

We are a Data Controller as part of the Data Protection Act 2018 which incorporates the General Data Protection Regulation (GDPR). This means we store, hold and manage personal data in line with statutory requirements to enable us to provide pension administration services. To enable us to carry out our statutory duty, we are required to share information with certain bodies, but will only do so in limited circumstances. More information about how we hold data and who we share it with can be found in our Privacy Notice at [www.worcestershirepensionfund.org.uk](http://www.worcestershirepensionfund.org.uk)

**Secure Data Transfer**

We will follow Worcestershire County Council's (the Fund's Administering Authority) data security guidelines when sending any personal data, including its published data sharing policy. This means that member's personal data will only be transferred from one party to the other via an acceptable method specified by the Administering Authority which may include any of the following:

- Secure email.
- Paper forms signed by an authorising officer from the employer.
- Password protected Excel spreadsheets.
- Password protected portal.

**FOR OFFICE USE ONLY:**

Worcestershire Pension Fund Pension Administration Strategy

Version: Final (following the second annual review)

Author: Chris Frohlich, Engagement Manager

Dated: ~~April~~ December 2021

To be Signed Off: Pensions Committee ~~16~~ 23 03 2024~~2~~

