

SOUTH KELSEY & MOORTOWN PARISH COUNCIL

Dear Councillor

You are hereby summoned to attend the Annual Meeting of South Kelsey & Moortown Parish Council, which will be held on Tuesday, 7th May 2024, commencing at 7pm, in South Kelsey Village Hall. The business to be dealt with at the meeting is listed in the agenda.

There will be a 15 minute public forum between 7pm and 7.15pm when members of the public may ask questions or make short statements to the Council, and your attendance is also requested during this period.

Dated 30th April 2024

A handwritten signature in cursive script that reads "Andrews".

Gina Andrews

Clerk to the Parish Council

SOUTH KELSEY & MOORTOWN PARISH COUNCIL

Annual Meeting of the Parish Council to be held on Tuesday, 7th May 2024 at 7.00pm -
South Kelsey Village Hall

AGENDA

Public Forum

15 minute public forum
Reports from District and County Councillors

Commence Formal Parish Council Meeting

- 24/50 Election of the Chair 2024/25 and signing of Declaration of Acceptance of Office
- 24/51 Election of the Vice-Chair 2024/25 and signing of Declaration of Acceptance of Office
- 24/52 Apologies for absence and acceptance of any reasons given
- 24/53 Declarations of interest in accordance with the Localism Act 2011
- 24/54 Minutes:
- Approve the minutes of the Parish Council held on 8 April 2024, whereby they be signed by the Chair as true and accurate record of the meeting.
- 24/55 Clerk's report on matters outstanding and correspondence
- 24/56 Annual Governance and Accountability Return 2023/24:
- a) Certificate of Exemption - AGAR 2023/24 - review and confirm that the Parish Council is able to certify itself as exempt. Signed by RFO and Chair.
 - b) Annual Internal Audit Report 2023/24 - review Assessment of Compliance
 - c) Annual Governance Statement - for approval. Signed by Clerk and Chair.
 - d) Accounting Statements 2023/24 and explanation of variances - for approval. Signed by RFO and Chair.
 - e) Notice - Period for the exercise of Public Rights - to resolve (suggested dates Monday 3 June – Friday 12 July 2024)
- 24/57 Role of Parish Clerk and Reporting Financial Officer
- a) Review and resolve increase of contracted hours for the Clerk/RFO to 6.5 hours per week, effective from 1 April 2024
 - b) Review impact on the 2024/25 budget - wage estimate 2024/25 £4,583.80 Based on 338 hours per year, plus Local Government Services rates of pay increase 2024/25 estimated £0.50 per hour backpay (NALC Sept. 2024)
 - c) Resolve amendments to the Clerk's contract of employment
- 24/58 Finance
- a) Accounting Statements & Unity Trust Bank Statement
For the period 01/04/24 - 30/04/24. Review and resolve as a true and accurate record.
 - b) Schedule of Payments
Resolve to pay:

- Cllr C Niven, reimbursement. E-Quip (Rasen) Limited; Chain, Padlock, barrier tape and signs for SK play area - **£50.16 (inc. VAT)**
- Wave. Charges 01/01/24 - 07/04/24 - **£34.91**
- ElanCity Speed Radar Signs - **£5400 (inc. VAT)**
- South Kelsey Village Hall 2.5 hrs 08/04/24. Invoice to be presented - **£20**
- Cllr G Dickinson, reimbursement. Start Safety; security clamps for radar speed signs - **£67.48 (inc. VAT)**
- Cllr G Dickinson, reimbursement. Electricfix; security nuts for radar speed signs - **£17.28 (inc. VAT)**

Contractual payments to authorise:

- HP Inc UK Ltd April charges. SO to Clerk paid 15/04/24 - **£5.49 (inc. VAT)**
- Clerk's wage April 2024 PP1 paid 26/04/24- **£309.01**
- Clerk's back pay for April 2024 6.5 hours. Pay by bank transfer. Submit to HMRC PAYE within PP2 - **£84.89**
- Clerk's mileage April 2024. 5 miles 19/04/24. Pay by bank transfer - **£2.50**
- AJ Williams grass-cutting for April 2024. Invoice to be presented - **£TBC**

Standing Order for authorisation:

- Clerk's wage paid on or before 26 monthly until further notice. Contracted hours 6.5 per week (28.17 hours monthly) and WFH payment. List of Contractual Payment for 2024-25 to be updated - **£393.80**

c) Incoming Payments

- WLDC Precept payment for 2024/25 paid 02/04/2024— **£13,940**

24/59 Insurance renewal 1 June 2024 - review quotes and approve order

24/60 Policies, Forms and Terms of Reference - Annual review of all Parish Council policies (as set out in the Schedule of Policies)

24/61 Planning:

148243 - 24 April 2024. Planning application to remove existing conservatory & erect single storey rear and side extension with associated internal alterations including additional windows & front entrance and rendering of dwelling. Brigg Road South Kelsey Market Rasen LN7 6PQ.

LCC PL/0024/24. Revised application (previous PL/0040/23 withdrawn). For the phased extraction of sand and gravel with revised restoration to include 2no water bodies with surrounding acid grassland, marginal areas of rough long grass, water body embankments and surrounding new native woodlands, native sedges, rushes and reeds, including ancillary activities, associated infrastructure and new access from North Kelsey Road.

24/62 South Kelsey Park & Play Area - update and April 2024 inspection report

24/63 Community Speed Watch - update

24/64 Roads & footpaths - update

24/65 Training - review and resolve any training requirements

24/66 Annual Parish Meeting - resolve any actions required

24/67 Agenda items for the Parish Council Meeting to be held on Monday 3rd June 2024

SOUTH KELSEY & MOORTOWN PARISH COUNCIL
 Email: Clerk@southkelseyandmoortownparishcouncil.gov.uk

**Draft Minutes of the Parish Council Meeting
 held in the Village Hall on 8 April 2024 at 7pm**

Present: Cllr Tina Wiles (Chair), Cllr Nicola Hall, Cllr Carol Niven and Cllr Garry Dickinson

Absent: County Cllr Tom Smith and District Cllr Peter Morris

In attendance: Gina Andrews (Clerk) and no members of the public in attendance

Update from County Councillor:

WLDC/LCC: Cllr Morris and Cllr Smith were unable to attend the meeting as it clashed with the West Lindsey District Council Meeting.

Cllr Morris sent through a report via email prior to the meeting:

At the District Council's budget meeting on 4 March 2024 members approved an increase in our precept of 2.99% the maximum allowable under the current regulations. This decision follows a period of high inflation that had a significant impact on our costs of services.

An election for a Police and Crime Commissioner for Lincolnshire will be held on Thursday the 2nd of May. Electors will be required to present an accepted form of photo ID to be issued with a ballot paper.

Each of our litterbins and dog bins will shortly have an asset number sticker attached to them. These will feature a unique QR code enabling residents with mobile phones to immediately report full or damaged bins for attention by the team. A confirmation message will be received back advising what action will be taken and thanking the reporter.

Formal Parish Council Meeting commenced; Standing Orders invoked:

24/36 To receive apologies and reasons for absence:

District Cllr Peter Morris and County Cllr Tom Smith

24/37 To receive declarations of interest under the Localism Act 2011 - being any pecuniary or non-pecuniary interest in agenda items, not previously recorded on Members' Register of Interests:

None noted.

24/38 To approve draft minutes of the Parish Council held on 4 March 2024:

It was proposed, seconded and RESOLVED that the minutes of the Parish Council Meeting held on held on 4 March 2024 be accepted as true records and duly signed by the Chair.

24/39 Clerk's Report on Matters Outstanding and Correspondence:

The Clerk presented her report and summary of correspondence received to the meeting.

It was noted that:

- Wave are due to disconnect the water on 19 April 2024 and will be meeting with the Clerk on site. **ACTION GA**
- The Final Year Submission for 2023/24 has been completed and submitted to PAYE/HMRC.
- The Annual Governance and Accounting Returns (AGAR) paperwork has been received for completion prior to the May meeting. **ACTION GA/CN**
- The free portrait of his Majesty the King has been ordered.
- The WLDC defibrillator maintenance service will increase to £106 (inc. VAT) from 1 April 2024.

24/40 Policies for review, approval and adoption:

Draft policy documents (a-d) were circulated to members the week prior to the meeting. After discussion, it was proposed, seconded and RESOLVED that the:

- a) Grant Policy be approved and adopted;
- b) Grant Application Form be approved and adopted;
- c) Internet Banking Policy be approved and adopted; and
- d) Pre-election Period Policy be approved and adopted

After discussion, it was further proposed, seconded and RESOLVED that all policies in place be reviewed at the Annual Meeting of the Parish Council. **ACTION GA**

24/41 Finance Summary and Accounts for Payment:

- a. After review, it was proposed, seconded and RESOLVED that the Accounting Statements for the period 01/04/23 - 31/03/24 be approved as true record of the financial activity of the Parish Council and that the Unity Trust Bank statement dated 31 March 2024 reconciles against the accounting statements, with a Y/E closing balance of £25,733.26.
- b. After review of the Schedule of Payments and invoices received it was proposed, seconded and RESOLVED that the following payments be approved for settlement:
 - South Kelsey Village Hall hire 4 March 2024 2.5 - **£20**
 - South Kelsey Village Hall main hall hire/kitchen charge 16 March 2024 - **£54**
 - Refreshment costs of Tesco & Aldi reimbursement to Cllr Wiles - **£20.54** (inc VAT)

AND that the following contractual obligations be noted, such payments authorised for settlement as set out in the 'List of Contractual Payments 2023/24' in accordance with the Financial Regulations item 5.6:

- AJ Williams grass cutting 28 March 2024 - **£79.80** (inc VAT)
- Clerk's March wage and expenses (inc. overtime authorised on 4 Mar-24) PP12 - **£419.80**

- Unity Trust Bank bank charges 05/12/23-04/03/24 - **£18**

AND that the following payments be ratified in accordance with the Financial Regulations item 5.6:

- South Kelsey Village Hall room hire 12 February 2024 - **£8**
 - HP Instant Ink March 2024 reimbursement to Clerk - **£5.49 (inc. VAT)**
- c. After review, the Unity Trust Bank paperwork to update bank mandate and savings account application, were duly signed by three authorised signatories ready for submission by the Clerk. **ACTION GA**
- d. After review, it was proposed, seconded and RESOLVED that the updated Asset Register as at 2023/24 Y/E be approved and published on the website and that the details contained therein be quoted on the AGAR paperwork.
- e. Councillors reviewed the Summary of Accounts for 2023/24 Y/E, starting position and budget recommendations for the 2024/25 Financial Year. After discussion, it was proposed, seconded and RESOLVED that the RFO's recommended amends for the 2024/25 budget contained therein be approved. It was further proposed, seconded and RESOLVED that the Grants budget be split in two, with £110 for Grants and £110 for Charitable Donations. The Clerk is to update the Summary to reflect the updated 2024/25 budget and correct any typos prior to publication on the website. **ACTION GA**
- f. After review, it was proposed, seconded and RESOLVED to authorise the 2024/25 List of Contractual Payments as circulated the week prior to the meeting.
- g. After review, it was proposed, seconded and RESOLVED to authorise a standing order with Unity Trust Bank to reimburse the Clerk on the 14th monthly for HP Ink Replacement paid to HP Inc UK Ltd, as set out in the 2024/25 List of Contractual Payments.
- h. After discussion, it was proposed, seconded and RESOLVED to authorise the Clerk's stationery requirements for the new Financial Year, including a fire proof storage bag up to the sum of £50, with reimbursement to be ratified at the next available council meeting.
- i. After review, it was proposed, seconded and RESOLVED to authorise the allotment invoice for 2024/25 and that this be sent to the allotment holder ASAP. **ACTION GA**

24/42

Planning:

FOR DISCUSSION:

147965 - 7 March 2024. Planning application for change of use from storage/scrap yard to site for 10no. holiday lodges. Watermill Farm Leisure Park, Land off, Station Road, Moortown, Market Rasen, Lincolnshire, LN7 6HZ. After discussion, it proposed, seconded and RESOLVED that the PC submit objections on the grounds of the accumulative effect this development will have on the resources of the community, issues with regards to noise causing a nuisance for local residents, an increase of

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traffic on already substandard roads and with the proposed site being in close proximity to residents properties. **ACTION GA**

148062 - 25 March 2024. Planning application for erection of roof over existing livestock enclosure. Winghale Priory Farm Waddingham Road South Kelsey Market Rasen LN7 6PN. After discussion, it proposed, seconded and RESOLVED that the Parish Council submit no objections. **ACTION GA**

24/43 Community Event, 16 March 2024:

Councillors reported they were pleased with the attendance to the event and welcomed the opportunity to engage with the local community. The event was supported by both local councillors, County Councillor Tom Smith and District Councillor Peter Morris. It was noted that 100% of people who attended were in full support of the regeneration of play area in South Kelsey Park.

Councillors would like to thank the Litter Pickers, the South Kelsey Village Hall Committee, the Parochial Church Council and local councillors for their contributions to the community event.

24/44 South Kelsey Park & Play Area:

a. Park/play area update. The meeting noted that the signs stating the play area is closed were being ignored by local youths. After discussion regarding restricting access to the play area, it was proposed, seconded and RESOLVED that more substantial signs were required and that Cllr Niven be authorised to purchase new signs, safety tape, heavy duty chain and padlock, with reimbursement to Cllr Niven being paid from the Park Parish Repairs budget and ratified at the next available council meeting. **ACTION CN/GA**

It was further proposed, seconded and RESOLVED that the swings be removed ASAP. **ACTION GD**

Cllr Hall reported that the Community Ownership Fund bid had been unsuccessful due to the feasibility study and confirmed that the re-submission deadline was 10 April 2024. After discussion, it proposed, seconded and RESOLVED that the Parish Council re-submit the bid for the amount of £80,000 with £64,000 from the Community Ownership Fund and £16,000 from the Parish Council.

b. Receive inspection reports. Cllr Dickinson confirmed that inspections for March and April 2024 had been completed and that damaged structures remain in the same state with action required ongoing. Checklists to be filed with insurance papers. **ACTION GA**

c. South Kelsey Park Charity. After discussion, it was proposed, seconded and RESOLVED that the ongoing review of the charity management be deferred.

d. Park Group Terms of Reference and email. After review, it was proposed, seconded and RESOLVED that the Terms of References previously circulated, be approved for adoption and that an email address be set up ASAP. It was further proposed, seconded and RESOLVED that the Park Group's first meeting be arranged with members of the public invited to attend. **ACTION GA/ALL CLLRS**

24/45 Community Speed Watch:

- a. Pole installation.** Cllr Niven reported that South Kelsey's pole has now been installed, with Moortown's to follow.
- b. Radar Cameras, purchasing.** After discussion, it was proposed, seconded and RESOLVED that the cameras be ordered, with payment being made as soon as the invoice is received and ratified at the next available council meeting. It was further proposed, seconded and RESOLVED that the WLDC grant balance of £1000 and the VAT amount of £900 required for the payment of the invoice be paid from the Community reserves budget, with the full amount being reimbursed to the budget line when received from WLDC/VAT reclaim. **ACTION GA**
- c. Radar cameras, installation.** Cllr Dickinson reported that Lincolnshire Road Safety Partnership has confirmed the Parish Council is permitted to install cameras on to the poles. Cllr Dickinson further reported that the health and safety requirements have been confirmed as follows:

As a minimum, yellow PPE coats/vests should be worn and, work should be carried out in pairs, but preferably three, with one acting as a banksman/lookout and for assistance when working with ladders. Parking a vehicle alongside or in front of the works (with amber flashing lights activated) would be advisable. Please ensure that all signs are properly secured. **ACTION GA**

24/46 Village Hall Committee:

Cllr Wiles reported that the Village Hall Committee is made up of people that use the hall and recommended that Parish Council members join the Village Hall Committee. After discussion, it was proposed, seconded and RESOLVED that Cllr Wiles and Cllr Dickinson put themselves forward to join the Village Hall Committee and attend the Village Hall Committee Annual General Meeting on 18 April 2024.

24/47 Roads and Footpaths:

Councillors discussed the multiple reports made to Fix My Street regarding the degradation of footpaths on Station Road. County Council have confirmed they are aware but have no plans to repair footpaths at present.

Councillors expressed concerns with the hazardous condition of footpaths and roads, including:

- Footpaths towards Holten Le Moor which is narrow, sandy and broken.
- Footpaths between Moortown and South Kelsey which have degradation.
- State of highway adjacent to Station Farm Park, with concerns that tarmac has crumbled away close to what appears to be a temporary wire screen which has been put across the previous entrance to the park which was condemned by Highways. If a car and lorry pass on this portion of road, a serious accident may occur.

After discussion, it was proposed, seconded and RESOLVED that the Parish Council request a site visit with Lincolnshire County Council and that Cllr Tom Smith be contacted. **ACTION GA**

24/48 Insurance update:

It was noted that insurance quotes be sought and presented to the Annual Meeting of the Parish Council for review and approval. It was also noted that the Speed Radar Cameras and poles will need to be added to the policy. **ACTION GA**

24/49 Items for the Agenda of the Annual Meeting of the Parish Council on Tuesday 7 May 2024:

- Election of the Chair and signing of DOA
- Governance Statement
- AGAR paperwork
- Financials
- Policies for review
- Planning applications
- Community Speed Watch update
- South Kelsey Park / Working Party Group
- Roads & footpaths

Parish Council meeting closed at 21.00

Date and Time of Next Meeting

to be held at the Village Hall, South Kelsey
on Tuesday, 7 May 2024 at 7pm

Meeting Minutes Approval

These minutes have been accepted as a true and accurate record of the meeting.

Signed: _____ Dated: _____ Minute Ref: _____

Chair of Parish Council

CLERK'S REPORT - 7 MAY 2024
South Kelsey and Moortown Parish Council

Wave - Water disconnection:

Engineer visit - Friday 19 April 2024. Anglian Water to contact PC with update of works.

30mph road sign on Thornton Road:

Cllr Morris confirming new signs are being processed.

Internal Auditor:

Follow up/AGAR meeting Friday 3 May 2024

Other correspondence:

MOP Email March/April re Water on Road. Discussed with Cllr Smith and Anglian Water. Anglian Water advised to call them to arrange a site visit to investigate blocked drains. Recommendations forwarded on to resident.

17 April 2024 - WHP Telecoms Ltd re Pre-Planning Consultation - Proposed Communications installation for Arqiva's Smart Meter Network for Anglian Water at South Kelsey, LN7 6RF. NGR: E: 504185, N: 397850

22 April 2024 MOP re State of highway adjacent to Station Farm Park. Comments forwarded to Councillors for review.

25 April 2024 - Allotment invoice sent.

25 April 2024 - Groundwork re applications to Tesco Stronger Starts.

SOUTH KELSEY AND MOORTOWN PARISH COUNCIL

**ACCOUNTING STATEMENTS
FOR THE PERIOD 01/04/24 - 30/04/24**

EXPENDITURE

EXPENDITURE 2024/25

ITEM	ADMINISTRATION/ GENERAL	BUDGET 24/25	APRIL	MAY	JUNE	JULY	AUGUST	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	TOTAL £	VARIANCE £
1	Clerks' Wage	4,126.32	283.01												283.01	3,843.31
2	Working from home a/l	312.00	26.00							26.00					26.00	286.00
3	Expenses	60.00													0.00	60.00
4	Travel	110.25													0.00	110.25
5	Clerk Training	391.80													0.00	391.80
6	LALC Annual Training Scheme	132.00	132.00												132.00	0.00
7	Councillor Training	100.00													0.00	100.00
8	Councillor Expenses	60.00													0.00	60.00
9	IT	501.36	5.49												5.49	495.87
10	Stationary	75.00													0.00	75.00
11	Publishing & Events	150.00	25.24												25.24	124.76
12	Hall Hire	440.00	74.00												74.00	366.00
13	Liability insurance	465.41													0.00	465.41
14	LALC Membership	186.86	186.86												186.86	0.00
15	ICO	42.60													0.00	42.60
16	Internal Audit	213.00													0.00	213.00
17	Unity Bank Charges	72.00													0.00	72.00
18	Grants	110.00													0.00	110.00
19	Charitable donations	110.00														
	SUB TOTAL	7,658.60	732.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	732.60	210.97
	VILLAGE MAINTENANCE SPENDS	BUDGET 24/25	APRIL	MAY	JUNE	JULY	AUGUST	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	TOTAL	VARIANCE
20	Grass Cutting	1,355.70	79.80												79.80	£1,275.90
21	Grounds Person	1,086.00													0.00	£1,086.00
22	Defibrillators	212.00													0.00	£212.00
23	Anglian Water	50.00													0.00	£50.00
24	Community Speed Reduction	4,500.00													0.00	£4,500.00
	SUB TOTAL	7,203.70	79.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	79.80	7,123.90
	TOTAL EXPENDITURE	14,862.30	812.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	812.40	£7,334.87

SOUTH KELSEY AND MOORTOWN PARISH COUNCIL

**ACCOUNTING STATEMENTS
FOR THE PERIOD 01/04/24-30/04/24**

RESERVES

															CARRY FORWARD	
	BUDGET 24/25	APRIL	MAY	JUNE	JULY	AUGUST	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	TOTAL		
25	CONTINGENCY RESERVES															
	3 month operating costs	1888.11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	£1,888.11
26	Park Parish Repairs	1,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	£1,000.00
	SUB TOTAL	2,888.11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,888.11
	BUDGET 24/25	APRIL	MAY	JUNE	JULY	AUGUST	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	TOTAL	CARRY FORWARD	
27	EARMARKED RESERVES															
	Elections	3,481.00												0.00	£3,481.00	
28	Defibrillators (replacement)	200.00												0.00	£200.00	
29	Laptop (replacement)	200												0.00	£200.00	
30	Printer (replacement)	60												0.00	£60.00	
31	Earmarked CILS	4,016.56												0.00	£4,016.56	
32	Park Charity *	12,712.47												0.00	£12,712.47	
33	CILCA	100.00												0.00	£100.00	
34	Comminity	2,398.00												0.00	£2,398.00	
	SUB TOTAL	23,168.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23,168.03	
	TOTAL RESERVES	26,056.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	26,056.14	
	TOTAL	40,918.44	812.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	812.40		

TOTAL SPEND

SOUTH KELSEY AND MOORTOWN PARISH COUNCIL

**ACCOUNTING STATEMENTS
FOR THE PERIOD 01/04/24-30/04/24**

INCOME

	BUDGET 24/25	APRIL	MAY	JUNE	JULY	AUGUST	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	TOTAL
Income														
Precept	13,940.00	13,940.00												13,940.00
CIL Payments	0.00													0.00
Allotment Rent	22.50													0.00
** VAT Reclaim	579.06													0.00
Bank Interest	0.00													0.00
Grants from local authorities	1,000.00													0.00
TOTAL INCOME	15,541.56	13,940.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13,940.00

SUMMARY

Summary - Income	£
Opening Balance 01/04/24	25,733.26
Income to date	13,940.00
TOTAL	39,673.26

Summary - Outgoing	
Expenditure to date	812.40
Spend from reserves to date	0.00
TOTAL	812.40

Summary - cash at bank	
Allocated Reserves Balance 2024/25	26,056.14
Available balance as at 30 April 2024 (closing balance minus reserves balance)	12,804.72
Closing Balance	38,860.86

Accounting activities for the period 01/04/24-30/04/24
Presented at the meeting held on 7 May 2024

unity-tx-20486879

26Apr2024	06:24	B/P to: Gina Andrews		PP1 CLERKS WAGES	-309.01	38860.86
17Apr2024	06:21	B/P to: A J Williams		INV9821	-79.80	39169.87
17Apr2024	06:21	B/P to: South Kelsey VH		INV10667	-74.00	39249.67
17Apr2024	06:20	B/P to: TINA WILES		EVENT REIMBURSE	-25.24	39323.67
15Apr2024	06:24	S/O to: Gina Andrews		HP INK REPLACEMENT	-5.49	39348.91
02Apr2024	06:29	B/P to: LALC		ATS SOUTH KELSEY	-132.00	39354.40
02Apr2024	06:27	B/P to: LALC		INV14366	-186.86	39486.40
02Apr2024	06:19	WEST LINDSEY DISTR		PRECEPT 2024	13940.00	39673.26

Invoice

Invoice Number:	\${Policy.PolicyNumber}
Invoice Date:	24/04/2024
Policyholder Name:	SOUTH KELSEY AND MOORTOWN PARISH COUNCIL
Policyholder Address:	Rest Haven, Middle Street North Kelsey Market Rasen Lincolnshire LN7 6EH
Policy Number:	\${Policy.PolicyNumber}
Policy Type:	Local Councils
Effective Date:	01/06/2024
Description:	Local Councils Insurance Policy
Premium:	£376.83
Insurance Premium Tax:	£45.22
Administration Fee:	£45.00
Total Premium Due:	£467.05
Terms of Payment:	21 days from the date of this Invoice

How To Make Payment:

Credit/Debit Card:	Please call Clear Councils on 0330 013 0036 and have your card details ready.
BACS/Automatic Transfer:	Account Name: Clear Insurance Management Ltd Account No.: 65304586 Sort Code: 60-15-03 Reference: Your quote reference (see above)
Cheque:	Please make cheques payable to Clear Insurance Management Ltd and send to, Clear Insurance Management Ltd, AGM House, 3 Barton Close, Grove Park, Enderby, Leicester, LE19 1SJ, quoting your quote reference (see above) on the reverse.

The Insured: SOUTH KELSEY AND MOORTOWN PARISH COUNCIL
Quotation Reference: 100723637BDN/LC/LC/SOUT/11524-KGLZ



Local Councils

Quotation Schedule

24/04/2024

Important (Material Circumstances)

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

Your Details

Name of Council:	SOUTH KELSEY AND MOORTOWN PARISH COUNCIL
Correspondence Address:	Rest Haven, Middle Street North Kelsey Market Rasen Lincolnshire LN7 6EH
Business:	Local Council
Schedule produced on:	24/04/2024
The county association of local council you are affiliated to:	Not Declared
Population of Council Area:	Up to 500

Period of Insurance

Effective dates	From:	01 June 2024
	To:	31 May 2025
Renewal date:		01 June 2025
Long Term Undertaking:		Not Applicable

Your Insurance Adviser's Details

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

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

Premium Details

Annual Premium (excluding Terrorism):	£376.83
Insurance Premium Tax:	£45.22
Total Amount Due (excluding Terrorism):	£422.05
<hr/>	
Overall Annual Premium:	£376.83
Overall Insurance Premium Tax:	£45.22
Policy Administration Fee:	£45.00
Overall Amount Due:	£467.05

Cover Summary

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

Applicable to all Sections where stated.

Excess

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

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

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

Sub Limits

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

All Limits of Liability apply any one Occurrence.

Limits are inclusive of the Excess unless otherwise stated.

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

Part A - Property Damage and Business Interruption

Section 1 - Property Damage

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

Section Excess: £250

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

Excess in respect of all Terrorism claims: Nil

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

Property Damage Extensions - Sub-Limits

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

Section 1A - Money

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

Section 2 - Business Interruption

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

Business Interruption Extensions – Sub-Limits

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

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

The Insured: SOUTH KELSEY AND MOORTOWN PARISH COUNCIL
Quotation Reference: 100723637BDN/LC/LC/SOUT/11524-KGLZ



Property Damage and Business Interruption Extensions - Sub-Limits

Claims Preparation Expenses:

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

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

Part B - Liabilities

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

Part C - Additional Covers

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

Continental Scale

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

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

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

Section 10

Aviva Legal Helpline

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

Endorsements

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

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

Additional Endorsements

[3] - Clerk Absence Cover

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

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

due to injury caused by accidental and violent means

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

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

[30] - Tree Felling and Lopping Cover

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

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

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

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

[31] - Fly Tipping Cover

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

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

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

[AMENDED] - Amended Policy Introduction

The following applies to your policy:

The Policy Introduction is amended and restated as follows:

Introduction

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

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

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

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

[COVEX] - General Exclusions - Coronavirus

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

3. We will not provide cover for any claim in any way directly or indirectly caused by, resulting from or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence:

a. Any Coronavirus (including but not limited to SARS-CoV, SARS-CoV-2 and MERS-CoV) or any disease caused by any Coronavirus (including but not limited to Severe Acute Respiratory Syndrome, COVID-19 and Middle East Respiratory Syndrome);
or

b. Any mutation or variation of any virus or disease listed under 1 above, or any other disease by any such mutated or varied virus,

including, without limitation to the scope of the foregoing:

i. Any measures taken by any governmental, public or other authority or any other person for the prevention, suppression, mitigation, cleaning or removal of any virus or disease referred to in a. or b. above,
or

ii. Any fear or threat of a. , b. or i. above.

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

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

[FIREWORKS_23] - Firework Displays & Bonfires

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

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

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

Part C Section 10 Legal Expenses

The Data Protection clause is restated as follows

2. Legal defence

B. Data Protection

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

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

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

4. Data Protection Act

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

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

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

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

Provided that

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

[IL001] - Index Linking

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

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

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

[PL002_23] - Skateboard Parks

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

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

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

[PL003_23] - Injury to Participants Exclusion

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

[PL004_23] - Playgrounds and Amusement Devices

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

You must ensure that in connection with playground and amusement devices

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

The Insured: SOUTH KELSEY AND MOORTOWN PARISH COUNCIL
Quotation Reference: 100723637BDN/LC/LC/SOUT/11524-KGLZ

clear
councils

Local Council Awards Scheme (LCAS) Status

The Local Council Awards Scheme has not been attained.

Important Information

Data Protection – Privacy Notice

Personal Information

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

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

Personal information we collect and how we use it

We will use your personal information:

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

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

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

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

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

Credit Searches

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

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

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

Automated decision making

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

How we share your personal information with others

We may share your personal information:

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

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

Marketing

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

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

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

By email: helpdesk@aviva.co.uk

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

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

How long we keep your personal information for

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

Your rights

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

Contacting us

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

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

Fraud Prevention and Detection

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

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

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

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

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

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

Claims History

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

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

Complaints Procedure

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

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

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

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

Financial Services Compensation Scheme

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

Choice of Law

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

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

Telephone Call Charges and Recording

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

Material Circumstances

IMPORTANT – This policy is a legal contract

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

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

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

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

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

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

SOUTH KELSEY AND MOORTOWN
PARISH COUNCIL

Schedule of Policies and Forms

Policy No.	Policy Title	Date Drafted	Date Adopted Reviews & amendments	Next Review Date	Policy Source	Named Officer
1	Code of Conduct	1 Nov 2021		May 2024 (Annual Mtg)	WLDC	WLDC
2	Standing Orders		10 Oct 2022 6 June 2023	May 2024 (Annual Mtg)	NALC	Proper Officer & Chair
3	Financial Regulations	2019	7 August 2023	May 2024 (Annual Mtg)	NALC	RFO Chair
4	Councillor Co-option Policy and Procedure		15 May 2023	May 2024 (Annual Mtg)	LALC	
5	Child Protection Policy		3 July 2023	May 2024 (Annual Mtg)		Cllr Tina Wiles TO RENAME POLICY
6	Data Protection Policy		3 July 2023	May 2024 (Annual Mtg)		Proper Officer
7	Communications Policy		7 August 2023	May 2024 (Annual Mtg)		
8	Social Media Policy		7 August 2023	May 2024 (Annual Mtg)	LALC	
9	Complaints Procedure		7 August 2023	May 2024 (Annual Mtg)		
10	Complaints Appeal Procedure		7 August 2023	May 2024 (Annual Mtg)		
11	Reserves Policy		4 Sept 2023	May 2024 (Annual Mtg)		
12	GDPR Policy		4 Sept 2023	May 2024 (Annual Mtg)		
13	Data Retention Policy		4 Sept 2023	May 2024 (Annual Mtg)		
14	Appraisal and Training Policy		6 Nov 2023	May 2024 (Annual Mtg)		
15	Planning Matters Policy		4 Dec 2023	May 2024 (Annual Mtg)		
16	Playground / Play Areas Risk Management Policy		4 Dec 2023	May 2024 (Annual Mtg)	TW	Nominated Cllr Garry Dickinson
17	Procedure Following a Playground Accident & Accident Form		4 Dec 2023	May 2024 (Annual Mtg)	TW	
18	Publication Scheme	March 2024	4 March 2024	May 2024 (Annual Mtg)	TW	
19	Financial Risk Assessment	Feb-2024	4 March 2024	May 2024 (Annual Mtg)	TW	
20	Health and Safety Policy	Feb 2024	4 March 2024	May 2024 (Annual Mtg)	TW	
21	Procurement Policy	Feb	4 March 2024	May 2024	TW	

		2024		(Annual Mtg)		
22	Working Group Protocol	Feb 2024	4 March 2024	May 2024 (Annual Mtg)	TW	
23.	Risk Management Scheme	Feb 2024	4 March 2024	May 2024 (Annual Mtg)	TW	TO FORMAT - DATE - PUBLISH
24.	Grant Awarding Policy	March 2024	8 April 2024	May 2024 (Annual mtg)	LALC template? Pre 2022 draft	TO FORMAT - DATE - PUBLISH
25	Internet Banking Policy	March 2024	8 April 2024	May 2024 (Annual mtg)	TW	TO FORMAT - DATE - PUBLISH
26	Pre-Election Period Policy	March 2024	8 April 2024	May 2024 (Annual mtg)	TW	TO FORMAT - DATE - PUBLISH

Forms relating to Polices

Relates to Policy number:	Policy Title	Date Adopted	Review Date	Named Officer/Notes
1	Code of Conduct Guidance Notes		May 2024 (Annual Mtg)	
4	Co-option Application Form	15 May 2023	May 2024 (Annual Mtg)	
14	Personnel Committee Terms of Reference	6 November 2023	May 2024 (Annual Mtg)	Cllr Nicola Hall Cllr Carol Niven Cllr Alan Niven (X) Cllr Garry Dickinson
16	Playground Checklist for Children's Outdoor Play Areas & Equipment	4 December 2023	May 2024 (Annual Mtg)	Published under "forms"
17	Accident Form (included with Procedure)	4 December 2023	May 2024 (Annual Mtg)	Published with Policy
23	Risk Assessment Template	4 March 2024	May 2024 (Annual Mtg)	TO FORMAT - DATE - PUBLISH
24	Grant Awarding Application Form	8 April 2024	May 2024 (Annual Mtg)	Drafted by Clerk Mablethorpe Sutton TC TO FORMAT - DATE - PUBLISH

All adopted policies are published on the website:

<https://south-kelsey-moortown.pariah.lincolnshire.gov.uk/council-business>