



FULL COUNCIL MEETING

Minutes of the Full Council Meeting of Newhaven Town Council
held at Meeching Hall, Fort Road, Newhaven
on **Tuesday March 19th 2024** at **7.15pm**

PRESENT: Councillors: Julie Carr (Chair & Town Mayor)
Lesley Boniface (Chair of Environment & Amenities)
Lindsey Macleod (Chair of Personnel)
Pinky McLean-Knight (Chair of Planning & Development)
Graham Amy
Steve Saunders
Shaun Boniface
Krissy Taylor
Mark Wardle
Corina Watts
Jan Woodling

ALSO ATTENDING: Ken Dry, Town Clerk
Maxine Fifield, Deputy Town Clerk
Alison Campbell, Responsible Finance Officer (RFO)
Ms. Faustine Bayo, FB Community Consultancy

C087/24 The Chairman opened the meeting and stated that the meeting was being recorded and that the recording would be made publicly available on the Newhaven Town Council website for 28 days followed by its removal and deletion.

C088/24 **APOLOGIES FOR ABSENCE**

Cllrs. Bishop and S. Macleod.

C089/24 **DECLARATIONS OF INTEREST - DISCLOSURE BY COUNCILLORS OF PERSONAL INTERESTS IN MATTERS ON THE AGENDA, AND WHETHER THE COUNCILLOR REGARDS THEIR INTEREST AS PREJUDICIAL UNDER THE TERMS OF THE CODE OF CONDUCT.**

None declared.

C090/24 **TO NOTE THE PREVIOUSLY AGREED (EMAIL) EXTENDED ABSENCE FROM FUTURE COUNCIL AND COMMITTEE MEETINGS FROM CLLR. THOMAS.**

Noted.

C091/24 **TO CONSIDER WHETHER THE MINUTES OF THE MEETING OF THE TOWN COUNCIL HELD ON TUESDAY 16TH JANUARY 2024 ARE AN ACCURATE RECORD OF THE MEETING.**

The Town Clerk informed the Chairman that the date at the head of the draft minutes showed '...January 14th...' when the correct date was in fact January 16th.

RESOLVED:

That these minutes be amended to show the correct meeting date of 'January 16th 2024' and thereafter be signed by the Chairman as a true record of the proceedings.

C092/24 PETITIONS AND PUBLIC QUESTIONS.

None received.

C093/24 TO RECEIVE AN UPDATE FROM PCSO JULES NICHOLSON REGARDING POLICING MATTERS ACROSS THE TOWN AND THE LEWES DISTRICT.

The Town Clerk informed the meeting that PCSO Jules Nicholson had recently tendered her apologies for this meeting, but had supplied a brief email report on current matters.

The Town Clerk read this to the meeting.

C094/24 TO RECEIVE A PRESENTATION FROM MS. FAUSTINA BAYO REGARDING A REVIEW OF THE NEWHAVEN NEIGHBOURHOOD PLAN.

Ms. Bayo presented an overview of her methodology of carrying out this exercise and indicated that such a review would take circa 18 months.

She then answered a range of questions from those councillors present.

Ms. Bayo then left the meeting.

C095/24 TO NOTE THE ACTS AND PROCEEDINGS OF THE FOLLOWING COMMITTEE MEETINGS:

Planning & Development	30th January 2024 27th February 2024
Regeneration & Strategic Development	30th January 2024
Environment & Amenities	12th March 2024
Promotion, Partnership & Finance	27th February 2024

All noted.

C096/24 TO RECEIVE REPORTS FROM DISTRICT AND COUNTY COUNCILLORS.

The Town Clerk alerted the meeting to those written reports included within the meeting pack from Maria Caufield MP, Cllr. Sarah Osbourne (ESCC) and a hard-copy email report from Cllr. James MacCleary (County Cllr., Newhaven, South Heighton & Bishopstone) which was tabled at the meeting.

C097/24 REPRESENTATIVES ON OUTSIDE BODIES – TO RECEIVE UPDATES FROM MEMBERS WHO HAVE ATTENDED MEETINGS OF OUTSIDE BODIES AS REPRESENTATIVES OF THE TOWN COUNCIL SINCE THE LAST MEETING OF THE COUNCIL ON 16th JANUARY 2024.

Cllr L Boniface updated the meeting on behalf of Egrets Way, phase 5 is complete, phase 6 is underway, it was slightly delayed because of the Environment Agency and phase 7 is still to be started between Piddinghoe and Southease.

Cllr Saunders updated the meeting on behalf of the South Downs Line Steering Group, the Newhaven Harbour station is now being stopped at by a train service hourly rather than 2 hourly. Bishopstone Station has won awards and the Newhaven Town Station Friends Group requires volunteers to run, Cllr Saunders has two so far. If councillors can think of anyone who might be interested in volunteering, please let Cllr Saunders know. On behalf of the CTLA, Cllr Saunders made a correction to a previous update, the application for CIL monies has not been approved as yet so this is still to happen for a new electric minibus.

Cllr Amy updated the meeting for Lewes District Council, the 18 storey tower at Eastside is to be discussed on the 18th April 2024 and the Harbour Heights Access Arrangements in June 2024.

C098/24 TO CONSIDER AND AUTHORISE THE APPOINTMENT OF A PLANNING CONSULTANT TO UNDERTAKE A REVIEW OF THE NEWHAVEN NEIGHBOURHOOD PLAN – REPORT BY THE DEPUTY TOWN CLERK.

The Deputy Town Clerk summarised her report. Following discussion, it was,

RESOLVED unanimously,

To invite the other two consultant/contractors to a future Full Council meeting to make a presentation regarding their proposed methodology to conduct a review.

C099/24 TO CONSIDER AND RESOLVE FOR OFFICER ACTIONS SURROUNDING THE LEASE OF AN EV VAN FOR TOWN COUNCIL OPERATIONS.

The Town Clerk summarised this report with assistance from the RFO, and following discussion,

It was unanimously,

RESOLVED that the Town Clerk and the RFO be given delegated authority to;

- Source and secure the most financially advantageous lease agreement for an EV Van suitable for the councils ongoing and future operational needs, and
- Provide sight of the lease agreement to Full Council at the earliest opportunity.

C100/24 TO CONSIDER AND ADOPT THE FOLLOWING POLICIES AND PROTOCOL;

- **CIVIC PROTOCOL**
- **HOSPITALITY POLICY**
- **RESERVES POLICY**

Following discussion,

CIVIC PROTOCOL

Cllr. L. Boniface,

PROPOSED that the Civic Protocol before the meeting be adopted as such,

SECONDED by Cllr. Wardle, after which it was

RESOLVED (10 votes in favour, 1 against and 0 abstentions) that the Civic Protocol in its current format before the meeting be adopted.

Following consideration of both the **Hospitality Policy** and **Reserves Policy** placed before the meeting,

It was unanimously,

RESOLVED that both the **Hospitality Policy** and **Reserves Policy** before the Council be adopted.

C101/24 TO PASS A RESOLUTION TO SIGN UP TO THE CIVILITY & RESPECT PLEDGE.

The Town Clerk summarised his report, and following discussion, it was unanimously,

RESOLVED that the Town Council sign up to the Civility & Respect Pledge and that the council adopts the model Councillor-Officer Protocol.

C102/24 TO CONSIDER A RECOMMENDATION FROM THE ENVIRONMENT & AMENITIES COMMITTEE TO AUTHORISE EXPENDITURE ON COPPING WORKS AT NEWHAVEN CEMETERY.

Cllr. L. Boniface (Chair of Environment & Amenities Committee) updated the meeting as to the background of this report, and following discussion, it was unanimously,

RESOLVED that the council approves expenditure of **£9970 Ex VAT** for coppicing works at Newhaven Cemetery.

C103/24 TO CONSIDER AND APPROVE EARMARKED RESERVES FOR THE FINANCIAL YEAR 2024-25.

The Town Clerk summarised his report, and following discussion, it was unanimously.

RESOLVED that those Earmarked Reserves (totalling **£534,945**) be adopted for the FY 2024/25.

C104/24 FINANCIAL REPORTS;

- Bank Reconciliation for 1st January to 29th February 2024
- Lists of Payments made for 1st January to 29th February 2024
- List of NTC Credit Card transactions for 1st January to 29th February 2024
- Income and expenditure by committee headings up to 29th February 2024

Noted.

C105/24 EXCLUSION OF PRESS AND PUBLIC - TO RESOLVE THAT THE PRESS AND PUBLIC BE EXCLUDED FROM THE REMAINDER OF THE MEETING IN ACCORDANCE WITH THE PROVISIONS OF SECTION 1(2) OF THE PUBLIC BODIES (ADMISSION TO MEETINGS) ACT, 1960, IN VIEW OF THE CONFIDENTIAL NATURE OF THE PROJECTS TO BE DISCUSSED.

RESOLVED.

C106/24 CONFIDENTIAL: TO CONSIDER A QUOTATION FOR STAGE 2 REGARDING THE ESTATES & ASSETS STRATEGY FROM CLEAR FUTURES – REPORT BY THE TOWN CLERK.

The Town Clerk summarised his report, and following discussion it was unanimously,

RESOLVED, that the council approves the Stage 2 Estates & Assets Strategy quotation of **£43,185.69 Ex VAT** from AECOM Clear Futures.

C107/24 The Chair conveyed the sincere thanks of the council to Maxine Fifield (Deputy Town Clerk) for her work and support throughout her time with the council and stated the its best wishes to her as she leaves to take up employment with another Town Council.

There being no further business, the Meeting closed at 20:30Hrs.

Date: **Town Mayor**



NEWHAVEN TOWN COUNCIL COUNCIL & COMMITTEES' TERMS OF REFERENCE

FULL COUNCIL

Meets five times a year (including the Annual Meeting).

Terms of Reference

- (a) Consider and agree the broad policies and objectives of the Council, overseeing and co-ordinating the preparation, annual review and adoption of the Council's Business Plan.
- (b) Identify Key Tasks from the Business Plan and delegate their implementation to the relevant committee
- (c) Monitor the Council's Business Plan and consider any recommendations from the standing committees
- (d) Adopt and review the Standing Orders of the Council.
- (e) Adopt and review the Financial Regulations of the Council.
- (f) Adopt and review the Council's Code of Conduct
- (g) Adopt and review the Council's Risk Management controls
- (a) To consider and monitor relevant policies and procedures, for example:
 - Complaints Procedure
 - Press & Media Policy
 - Statement of Intent as to Community Engagement
 - Training Policy Statement of Intent
 - Member and Employee Protocol
 - Safeguarding Policy –Children, Young People and Vulnerable Adults
- (h) Consider the distribution, and approve the function, of the Council's committees and to consider any major changes in the Council's management or administrative procedures.
- (i) Appoint the membership of the Council's committees
- (j) Appoint the Chair and Vice Chair of the Council (Mayor and Deputy Mayor)
- (k) Approve the Council's budget and set the precept to be levied.
- (l) Approve the Annual Accounts and the Annual Return.
- (m) Authorise expenditure not specifically included in the Council's approved budget estimates.
- (n) Ensure an effective system of internal audit is in place and to annually review its effectiveness.
- (o) Make, amend or revoke Bye-Laws.
- (p) Appoint Council representatives to outside bodies.
- (q) Enter into legal proceedings on the Council's behalf.
- (r) Consider the devolution of appropriate services from other authorities.
- (s) Adoption of the Neighbourhood Plan.

- (t) Appoint or dismiss the Clerk.

Membership

All elected members of the Council (18)

Role of the Chair of the Council (Mayor)

- (a) To be fully briefed and prepared on the issues being considered by the Council.
- (b) To preside over meetings in a fair and balanced manner that encourages contributions and achieves the objectives of the meeting by maintaining focus, seeking consensus, summarising views and conclusions and resolving conflict.
- (c) To be accountable to the council for the efficiency and effectiveness of the meeting, ensuring that business is transacted with reasonable speed.
- (d) To ensure the council acts only within its terms of reference.
- (e) To ensure compliance with standing orders, financial regulations, Council policies and relevant legislation.
- (f) To protect the council from outside interference.
- (g) To act with the clerk as a spokesperson for the council on matters within the council's jurisdiction, liaising with the press where appropriate.
- (h) To ensure the overall integrity of the decision-making process within the council, and that the process operates fairly and openly.
- (i) To ensure good employment practice by the council as a corporate body.
- (j) To meet with the Clerk to confirm/set the agenda for Council meetings, ensuring that information is complete.

Subject to the observance of decisions of the Council on matters of principle or policy, the Council's powers and duties are delegated to the Standing Committees as permitted under the Local Government Act 1972 s101, in accordance with the approved Terms of Reference drafted below. Consequently, each committee makes decisions on behalf of the Council as a whole, the minutes of these being reported to and adopted by Council.

The Council's Standing Committees are as follows:

REGENERATION AND STRATEGIC DEVELOPMENT COMMITTEE

Meets 4 times a year.

The officer responsible for reporting to this committee is the Town Clerk or Deputy Town Clerk, liaising where appropriate with the Responsible Finance Officer.

Responsible for the strategic development of the Council and the supervision of projects aimed at the regeneration of the town including work on the Neighbourhood Plan up to adoption (which will be by full Council).

- (a) To investigate and develop projects to regenerate the town
- (b) To investigate and develop projects to improve the image of the town
- (c) To apply for external funding towards projects to regenerate the town
- (d) To oversee and co-ordinate the adoption and review of the Neighbourhood Plan.
- (e) To ensure the protection and enhancement of existing green spaces in Newhaven, including woodland, scrub, cliff tops and wetlands through policies and programmes written by the Council.
- (f) To investigate the acquisition of land for environmental and amenity uses
- (g) To investigate the provision of new built facilities for the local community
- (h) To support and monitor the town council's Citizens Panel
- (i) To support, monitor and implement the parts of the Business Plan relevant to the committee and make recommendations to Council for revisions if/as required.
- (j) To either carry projects forward or recommend to full Council that funded projects are delegated to another committee as appropriate
- (k) To appoint Working Groups to report to the committee as required on issues arising from (a), (b), (d), (f) and (g) of these Terms of Reference.

Membership

Minimum of 5 and a maximum of 7, elected at Annual Council

Appointed members of Working Groups can include members and non-members of this committee, and members of the public as appropriate (subject to approval by the Regeneration and Strategic Development Committee).

Working Groups created will not make formal decisions but will investigate project topics and refer outcomes of research, to the Regeneration and Strategic Development Committee. They may also refer project information where relevant, to other appropriate Committees for a decision.

Role of the Chair –see Appendix.

PROMOTION PARTNERSHIP & FINANCE COMMITTEE

Meets 5 times a year.

The officer responsible for reporting to this committee is the Town Clerk or Deputy Town Clerk, liaising where appropriate with the Responsible Finance Officer.

Responsible for the Council's engagement and promotional initiatives, its communications, events, and tourism initiatives working on its own and in partnership with other organisations.

Responsible for ensuring the sound management of the Council's finances including the awarding of grants and Members Allowances where appropriate and its corporate facilities including office accommodation, equipment, furniture and accounting services.

Terms of Reference

- (a) To ensure the sound management of the Council's finances and resources, including Members Allowances where appropriate.
- (b) To consider and make decisions on grant applications. At least one of its meetings each year will be devoted to the consideration of grant applications funded out of the Grant Aid budget; applications for funding from this budget may, however, be considered at other times of the year too.
- (c) To support community events by the making of grants and/or through partnership working with other bodies
- (d) To organise on its' own behalf or in conjunction with other agencies:
 - Dieppe Raid
 - Remembrance Day Parade
 - Newhaven Community Awards
 - Community Carol Concert
 - Newhaven Pram Race
- (e) To be responsible for printed and electronic communication including the following:
 - Website
 - Newsletters
 - Town guides/maps
 - Annual report
 - Social media
- (f) To co-ordinate promotional and partnership activities with communities in other countries, whether through formal twinning arrangements or through friendship and co-operation agreements
- (g) To review applications for civic and commemorative awards and make recommendations to Full Council.
- (h) Democratic representation including hospitality and civic functions and the Mayor's Fund.
- (i) Supporting tourism and promotional initiatives.
- (j) To support, monitor and implement the parts of the Business Plan relevant to the committee and make recommendations to Council for revisions if/as required.

Membership

Minimum of 5 and a maximum of 7, elected at Annual Council

Role of the Chair – see Appendix.

ENVIRONMENT & AMENITIES COMMITTEE

Meets 4 times a year.

The officer responsible for reporting to this committee is the Town Clerk or Deputy Town Clerk, liaising where appropriate with the Responsible Finance Officer.

Responsible for social centres, cemetery buildings and open spaces owned by the Council and related environmental items and facilities within the Council's control.

Terms of Reference

- (a) To monitor the open spaces provided or managed by the Council, including those devolved to the Council by the District Council
- (b) To maintain and improve those facilities including:
 - Cemetery
 - Play areas
 - Recreation Grounds
 - Informal open green spaces
 - Allotments
- (c) To consider the appearance of the town and implement improvements. To provide and/or maintain the following:
 - Street furniture (bus shelters, benches, litter bins, grit bins)
 - Notice boards
 - Town signs
 - Floral arrangements
 - Flagpoles and banners
 - Christmas lights
- (d) To undertake the management of all Council social centres
 - To ensure that adequate provision is made for their repair and maintenance and such works are carried out in a timely manner.
 - Fees and terms and conditions are set for their hire.
 - Leases, licences and agreements are considered for use of buildings.
- (e) To consider crime prevention measures including liaison with the police and the provision of CCTV cameras.
- (f) To support, monitor and implement the parts of the Business Plan relevant to the committee and make recommendations to Council for revisions if/as required.
- (g) To maximise the opportunities to provide sculptures and other artwork to improve the appearance of the town.

Membership

Minimum of 5 and a maximum of 7, elected at Annual Council

Role of the Chair – see Appendix.

PLANNING & DEVELOPMENT COMMITTEE

Meets 2 weeks prior to each Lewes District Council Planning Committee to facilitate responses to formal planning application consultations.

The officer responsible for reporting to this committee is the Town Clerk or Deputy Town Clerk.

Terms of Reference

Responsible for commenting on formal planning applications and responding to development, transport and related environmental issues on behalf of the Council.

- (a) To consider all planning applications submitted by Lewes District Council and East Sussex County Council and submit observations to those authorities without reference back to Council. To be aware of planning policy and supplementary planning documents when responding to applications.
- (b) To review planning and enforcement appeals and submit additional representations if required.
- (c) To be responsible for the Council's involvement with all highways, transport and environmental issues and to review and respond to consultations and communications.
- (d) To liaise with Lewes District Council and developers to consider the appropriate type of housing including low cost housing schemes.
- (e) To encourage appropriate economic development for the benefit of the town whilst being aware of the immediate environment, impact on residential dwellings and provisions of the Neighbourhood Plan.
- (f) To monitor and promote public transport services and encourage sustainable transport within the provisions of the Neighbourhood Plan.
- (g) To ensure that any major development maximises the opportunity for green infrastructure e.g., hedge and tree planting, wildflower areas, new ponds etc. to enhance the natural beauty and biodiversity of the Town. *(previously under remit of Regeneration and Strategic Development Committee)*
- (h) To make recommendations regarding street naming.
- (i) To support, monitor and implement the parts of the Business Plan relevant to the committee and make recommendations to Council for revisions if/as required.

Membership

Minimum of 5 and a maximum of 7, elected at Annual Council.

Role of the Chair – see Appendix.

PERSONNEL COMMITTEE

Meets at least twice a year to consider the implication of training requests and the staff budget, relating to the budget and staff appraisal cycle.

Terms of Reference

Responsible for the review and setting of pay and conditions for staff and to address and resolve personnel issues, including grievance and disciplinary matters.

(a) To support the Town Clerk in staffing matters including:

- Appointments
- Appraisals
- Training and development

(b) To approve staff pay and conditions annually

(c) To ensure the Health and Safety of staff employed by providing appropriate working spaces, tools, equipment and training.

(d) To consider and monitor relevant personnel policies and procedures, for example:

- Staff Handbook
- Disciplinary Procedure
- Grievance Procedure
- Dignity at Work – Bullying and Harassment Policy
- Local Government Pension Scheme Discretions Policy
- Equal Opportunities Policy
- Health and Safety Policy
- Performance and Development – Staff Annual Appraisal
- Recruitment of Ex-Offenders Policy
- Storage of CRB Disclosures Policy

Membership

Minimum of 5 and a maximum of 7, elected at Annual Council

Role of the Chair – see Appendix.

AUDIT COMMITTEE

Meets at least twice a year to assist in the preparation and consideration of the Auditor's report, related to the audit cycle.

Terms of Reference

Responsible for the consideration of matters raised by internal and external auditors and in conjunction with the Town Clerk, Deputy Town Clerk to make necessary changes if appropriate and report recommendations to Full Council.

Membership

Minimum of 3 and a maximum of 5, elected at Annual Council.

The Chair of the Council and the Chairmen of Standing Committees cannot be members of the Audit Committee.

Role of the Chair – see Appendix.

APPENDIX

THE ROLE OF THE CHAIR OF A COMMITTEE OR SUB-COMMITTEE

- (a) To be fully briefed and prepared on the issues being considered by the committee.
- (b) To preside over meetings in a fair and balanced manner that encourages contributions and achieves the objectives of the meeting by maintaining focus, seeking consensus, summarising views and conclusions and resolving conflict.
- (c) To be accountable to the committee for the efficiency and effectiveness of the meeting, ensuring that business is transacted with reasonable speed.
- (d) To ensure the committee acts only within its terms of reference.
- (e) To ensure compliance with standing orders, financial regulations, council policies and relevant legislation.
- (f) To work with the Town Clerk or Deputy Town Clerk to confirm/set the agenda for meetings, ensuring that information is complete.
- (k) To act with the Clerk as a spokesperson for the Council on matters within the committee's remit, liaising with the press where appropriate.

COMMITTEE SUBSTITUTES:

Where a committee member is unable to attend a scheduled committee meeting (not Full Council) they are required (where possible) to arrange a colleague Town Councillor to attend in their stead and inform the Town Clerk/Council Office of that councillor's name as soon as possible.

Where a substitute attendee is arranged for a Planning & Development Committee meeting, that substitute must have attended and completed the relevant training course.

CHAIRS' BRIEFING MEETINGS:

The Chair of the Council and Chairmen of Committees also make up the Council's management team and have regular informal briefing meetings with the Town Clerk and Deputy Town Clerk.

- (a) A Chairs' Briefing is NOT a formal decision making meeting. It cannot make decisions other than to place issues on agendas and in which order they will be discussed (either Council or committees); or to give the Town Clerk or Deputy Town Clerk guidance on whether or not they should investigate something further before placing it on an agenda; or to give the Town Clerk or Deputy Town Clerk guidance on how to respond to correspondence that cannot wait until the next appropriate meeting; or to give the Town Clerk or Deputy Town Clerk guidance on the sort of decisions that fall within the Town Clerk's normal authority.
- (b) Due to time constraints or other reasons, it may not always be possible for all agenda items for all committees or Council meetings to have been discussed at a Chairs' Briefing. For this reason, as well as to enable the fulfilment of the Town Clerk's statutory duty to draw certain things to the attention of the Council, the Town Clerk has the final say on what goes on formal agendas and may place things on agendas that have not been discussed at the Chairs' Briefing. The

Town Clerk may also respond to correspondence on behalf of the town council and take decisions that fall within his normal authority without reference to the Chairs' Briefing meeting.

- (c) All councillors (whether or not they are Chairs of committees) may put forward items for informal discussion at the Chairs' Briefing meeting. This is one way for councillors to get items placed on formal agendas. Notes from Chairs' Briefing meetings will be circulated to all councillors. Agendas for Chairs' Briefings will include Any Other Business.

8. Appendix 1

2023-2024							
	Chairman	Member	Member	Member	Member	Member	Member
Environment & Amenities	Clr L Boniface	Clr Lucas	Clr Watts	Clr Taylor	Clr Bishop	Clr Amy	Clr Woodling
Promotion Partnership & Finance	Clr Carr	Clr L Boniface	Clr S Macleod	Clr Wardle	Clr Thomas	Clr Watts	Clr McLean-Knight
Strategy & Regeneration	Clr S Macleod	Clr L Boniface	Clr S Boniface	Clr Wardle	Clr Thomas	Clr Cook	Clr Woodling
Audit	Clr Von Kurthy	Clr Lucas	Clr Thomas	Clr S Boniface	Clr McLean-Knight		
Personnel	Clr L Macleod	Clr Bishop	Clr Watts	Clr Cook	Clr Thomas	Clr S Boniface	Clr Saunders
Planning & Development	Clr Amy	Clr Taylor	Clr Noon	Clr Bishop	Clr S Boniface	Clr Saunders	Clr McLean-Knight
The Chairman of the Council and those Chairs of standing Committees cannot be members of the Audit Committee.							
External Bodies	2023-24						
Access in Seaford & Newhaven Committee	Clr Thomas						
CTLA	Clr Lucas						
East Sussex Association of Local Councils	Clr Carr & Clr S Mcleod						
Egrets Way Committee	Clr L Boniface						
Friends of Riverside Park	Clr S Boniface						
Heat Network Board (Defunct?)	Clr Amy						
Hillcrest Centre	Clr McLean-Knight						
Joint Action Group	Clr Thomas						
Lewes District Association of Local Councils	Clr S Macleod						
Lewes District Citizens Advice	Clr Noon						
Newhaven Chamber of Commerce	Clr Von Kurthy						
Newhaven Historical Society	Clr. L Macleod						
Newhaven Vaccination Committee	Defunct						
Parishes of the Lower Ouse	Clr S Boniface						
South East Community Rail Partnership	Clr S Saunders						
Uckfield Railway Parishes Committee	Vacant						
West Quay Day Centre (formerly Age Concern)	Vacant						
Hillcrest Centre							

8. Appendix 2

2024-2025							
	Chairman	Member	Member	Member	Member	Member	Member
Environment & Amenities							
Promotion Partnership & Finance							
Strategy & Regeneration							
Audit							
Personnel							
Planning & Development							
The Chairman of the Council and those Chairs of standing Committees cannot be members of the Audit Committee.							
External Bodies	2023-24						
Access in Seaford & Newhaven Committee							
West Quay Day Centre (formerly Age Concern)							
Lewes District Citizens Advice							
South East Community Rail Partnership							
CTLA							
East Sussex Association of Local Councils							
plus 1							
Egrets Way Committee							
plus 1							
Friends of Riverside Park							
Heat Network Board (Defunct?)							
Joint Action Group							
Lewes District Association of Local Councils							
Newhaven Chamber of Commerce							
Newhaven Vaccination Committee							
Parishes of the Lower Ouse							
Newhaven Historical Society							
Uckfield Railway Parishes Committee							
Hillcrest Centre							



Newhaven Town Council

Schedule of Committee & Council Meetings 2024/25 Draft (w.e.f. 14/5/2024)

2024			Regular Business
Tue 14 th May		Annual Meeting	Annual Return
Tue 28 th May	Planning & Development	Environment & Amenities	
Tue 11 th June		Full Council	
Tue 25 th June	Planning & Development	Promotion, Partnership & Finance	
Tue 30 th July	Planning & Development		
Tue 27 th Aug	Planning & Development	Regeneration & Strategic Development	
Tue 17 th Sept		Full Council	
Tue 24 th Sept	Planning & Development	Environment & Amenities	2025/26 Budget Suggestions
Tue 29 th Oct	Planning & Development	Promotion, Partnership & Finance	Grant Aid. Inc. 2025/26 Budget Suggestions
Tue 26 th Nov	Planning & Development	Regeneration & Strategic Development	Inc. 2025/26 Budget Suggestions
Tue 10 th Dec	Personnel*	Promotion, Partnership & Finance	Budget & Precept 2025/26
Tue 17 th Dec	Planning & Development	Environment & Amenities	
2025			
Tue 14 th Jan		Full Council	Budget & Precept 2025/26
Tue 28 th Jan	Planning & Development	Regeneration & Strategic Development	
Tue 25 th Feb.	Planning & Development	Promotion, Partnership & Finance	Grant Aid– Small, Large & Comm P'ship Grants
Tue 11 th Mar	Personnel*	Environment & Amenities	
Tue 25 th Mar	Planning & Development	Promotion, Partnership & Finance	Key Event Funding Applications
Tue 8 th April		Full Council	Comm P'ship Grants Authorisation.
Tue 29 th Apr		Town Meeting 24/25	
Tue 30 th Apr	Planning & Development	Regeneration & Strategic Development	
Tue 13 th May		Annual Meeting	Annual return
Tue 27 th May	Planning & Development	Personnel*	
			“*” Where/if required.

Agenda Item 11.

**Newhaven Town Council
Governance & Management Risk Register (April 2024)**

	Risk	Impact	Likelihood	Severity	Control Action / Internal Control	Review Frequency	Score	Additional Mitigation	Responsibility
1	Failure in Forward Planning & Budgetary Controls	Poor Service Delivery and Operation of Council. Adverse PR	Low (1)	High (4)	Active Business/Service Plan. Relevant consultation. Council Budget & Precept setting Budget Monitoring (Clerk & RFO). Financial Regs & Standing Orders. Budget Planning and Reserves Policy Business Continuity Planning	Annual Annual Monthly Annually Annually Annually	Low (4)	Fidelity Insurance Training & Development Policy/Plan.	Corporate (Councillors and Officers)
2	Poor Financial Management	Poor Service Delivery and Operation of Council. Adverse PR. Possible external/government intervention.	Low (1)	High (5)	Appointment of Responsible Finance Officer. Financial Regulations. Standing Orders. Financial Management Risk Assessment. Active Business/Service Plan. Internal Audit. AGAR & External Audit.	As required. Annually Annually Annually Annually Annually Annually	Low (5)	Fidelity Insurance. Training & Development Policy/Plan.	Corporate (Councillors and Officers) RFO
3	Poor administration and quality of reporting to Council and Committees	Reduced likelihood of sound decision-making.	Low (1)	High (4)	Qualified, experienced, and well-trained staff. High Quality of published Meeting Packs. Formal Meeting Schedule. Committee Chairs Briefings.	Annually Every Meeting Annually Prior to Full Council/ad hoc	Low (4)	Staff Appraisals. Training & Development Policy/Plan. Recruitment policy.	Clerk and Officers

4	Loss of Clerk and/or RFO	Lack of legislative compliance. Reduced administrative capacity for effective delivery and operation of Council. Financial Impact to council budget. Adverse PR.	Low (1)	Med. (3)	Staff Appraisals for performance monitoring. Training & Development Policy/Plan. Review of JDs & PSs where Business objectives dictate. Reserves Policy. SO's provide that the Town Clerk undertakes the appointment/duties in the absence of the RFO.	Bi-annually Annually As necessary.	Low (3)	Business Interruption Insurance. Staff Handbook & Staffing Policies. Corporate membership of SLCC & NALC	Council, and Personnel Committee.
5	Loss of General Power of Competence	Reduced Corporate ability with regards to decision -making and commercial possibilities	Low (1)	Med (3)	Fulfilment of legal requirements regarding The Localism Act 2011	4 yearly review prior to local elections.	Low (3)	Training & Development Policy/Plan. Recruitment policy.	Corporate (Councillors and Officers)
6	Failure in Information Management	Loss in Public Confidence. Possible prosecution and fines	Low (1)	High (5)	Financial Regulations. Standing Orders. Website Compliance. Document retention Policy. Cyber Essentials Assessment	Annual as a minimum otherwise ad-hoc continuous Annually	Low (5)	Cyber Insurance Policy. Indemnity Insurance Policy.	Corporate (Councillors and Officers)
7	Non-compliance with Health & Safety Legislation	Physical injury Claims from staff, volunteers and public. Adverse PR	Low (1)	High (5)	Appointment of H&S Contractor H&S Policy Regular and ad-hoc Risk Assessment of all activities Training & Development Policy/Plan. Provision of Lone Working equipment. Regular inspection of 3 rd Party contractor Insurance cover and Risk Assessments.	Annual as a minimum otherwise ad-hoc continuous	Low (5)	Public Liability Insurance. Employer Liability Insurance. Legal Expenses Insurance Policy.	Corporate (Councillors and Officers)

8	Non-compliance with other existing Legislation.	Loss in Public Confidence. Possible prosecution and fines	Low (1)	High (4)	Active Business/Service Plan. CiLCA qualified Clerk and trained staff. High quality administration and reporting to council and committees.	Annual as a minimum otherwise ad-hoc continuous	Low (4)	Corporate membership of SLCC, NALC and other relevant bodies.	Corporate (Councillors and Officers)
9	Political dysfunction: 'party-lines'. Lack of skills and commitment. Corruption.	Loss in Public Confidence. Adverse PR. Effects upon Officer Cadre.	Low (1)	High (4)	Members Code of Conduct. Standing Orders. Training & Development Policy. Co-Option Policy. High quality administration and reporting to council and committees. Register of Member Interests Relevant Legislation.	Annual as a minimum otherwise ad-hoc continuous	Low (4)	Fidelity Insurance. Corporate membership of SLCC, NALC and other relevant bodies.	Mayor & Councillors. Clerk where relevant.
10	Lack of Maintenance to Council Buildings	Physical injury Claims from staff, volunteers and public. HSE Prosecution. Adverse PR. Increased Insurance Costs	Low (1)	High (4)	Regular and ongoing routine maintenance. Risk Assessments. LOLER Assessments. Ad-hoc and planned investment. Appointment of skilled and experienced 'Amenities Officer'.	Annual as a minimum otherwise ad-hoc continuous	Low (4)	Buildings & Contents Insurance. Public Liability and Employee Liability Insurance Policy.	Corporate (Councillors and Officers)
11	Lack of Maintenance of Open Spaces, Amenities and Play Areas	Physical injury Claims from staff, volunteers and public. HSE prosecution. Adverse PR. Increased Insurance costs.	Low (1)	High (5)	Play area inspections by independent party. 3 rd Party Grounds Maintenance Contract. Tree condition Database and annually tree works programme. Adequate annual budget provision.	Monthly 5 yearly with client monitoring. Annually.	Low (5)	Liability Insurance. Buildings & Contents Insurance	Corporate (Councillors and Officers)

12	Loss or damage to any council Building or Asset.	Financial Impact. Disruption to operational function. Potential adverse PR	Low (1)	Med (3)	Maintained Asset Register. Adequate annual budget provision. Building Alarms.	Annually Annually. Six-monthly Annually.	Low (3)	Buildings & Contents Insurance	Corporate (Councillors and Officers)
13	Loss of Petty Cash through fraud or theft.	Financial Impact. Disruption to operational function. Potential adverse PR	Low (1)	Low (2)	Petty Cash in locked tin and safe. Low float value. Regular reconciliation. Petty Cash float reconciled monthly by non chq., signatory councillor	£250 Monthly	Low (2)	Money Insurance Policy. Fidelity Insurance. Buildings & Contents Insurance	RFO and Clerk.
14	Non-budgeted occurrences leading to Precept inadequacy.	Adverse PR Lack of confidence in the Council. Potential of external government agency intervention.	Low (1)	Med (3)	Sound budget planning and Precept setting. Business Plan. Business Continuity Plan. Reserves Policy and sufficient General Reserves. Monthly Budget monitoring. Reporting of real-time budget position to Council and Committee meetings. Financial Regs and Standing Orders.	Annually Annually Annually Annually Monthly As per meeting Schedule. Annually	Low (3)		Corporate (Councillors and Officers)
15	Maladministration/ use of Community Grant by Grantee organisation.	Loss of public money. Adverse PR.	Low (1)	Med (3)	Grants Policy with detailed application process geared to grant value. Decisions on applications made by relevant committee and Full Council where required. Grant Values as follows; Small <=£500 Large >£500 <=£3000 Community Partnership >£3000 <=£10,000	Annually Six-monthly Annually and subject to annual budget provision.	Low (3)		Committee, Clerk and RFO.

16	Issues with Council Financial Borrowing and/or Lending.	Council inability to repay any loan. 3 rd Party inability or refusal to repay the Council (Bad Debt). Loss of investment.	Low (1)	High (5)	Financial Management Risk Assessment Business Planning Reserves Policy Financial Regulations Standing Orders Selective and secure borrowing from reputable institutions. E.g., Central Government Loans Board. Minimal Council borrowing.	Annually Annually TBD Annually TBD Ad-hoc	Low (5)		Council, RFO and Clerk.
17	Business Interruption	Failure in Utilities Services. Loss of Income. Loss of Offices.	Low (1)	High (5)	Business Contingency Plan. Cyber Insurance	Annually	Low (5)	Business Interruption Insurance	Council, RFO and Clerk.

RISK / PRIORITY INDICATOR MATRIX							
LIKELIHOOD	5	5	10	15	20	25	
	4	4	8	12	16	20	
	3	3	6	9	12	15	
	2	2	4	6	8	10	
	1	1	2	3	4	5	
		1	2	3	4	5	
		SEVERITY (CONSEQUENCE)					



NEWHAVEN TOWN COUNCIL

Ken Dry
Town Clerk

TOWN COUNCIL OFFICES
18 FORT ROAD
NEWHAVEN
EAST SUSSEX
BN9 9QE

Tel: (01273) 516100
Email: admin@newhaventowncouncil.gov.uk

To: Full Council **Agenda Item 12**

Date: 14th May 2024

Report Contact: Town Clerk

Subject: **Annual Insurance Premium for the Town Council.**

1. The purpose of this report is to inform councillors of the renewal of its suite of insurance cover, effective from 00:01 June 1st 2024 until May 31st 2025 and agree its coverage premium(s).
2. For over 5 years, the council has used the services of an Insurance Broker, *James Hallam – Council Guard* who are a well-known and respected firm of Brokers throughout UK Local Government, particularly in the Town and Parish sector. Their independent status provides impartial access to the market, with 99% of their work is executed through Standard & Poor 'A-rated' insurers delivering cost-effective insurance programmes of the highest standard, and as a Chartered Insurance Broker they remain committed to industry best practice.
3. At Appendix A of this report can be seen an Insurance Renewal Review¹ which incorporates all known material and potential risk changes for the Town Council going forward. Councillors are requested to read the synopsis regarding the wider 'insurance market context' at pages 5-6 of the document.
4. Based upon a recent officer review of the Councils current level of insurance coverage encompassing any known material changes, James Hallam have recommended that the council remains with Aviva for both its 'Commercial Combined,' and 'Sickness/Business Travel' policies, and the 'Travellers' Cyber Policy' subject to addressing a number of small IT Hardware/Networking gaps.
5. Currently the council are now about to enter year 3 (2024/25) of a previously agreed 'escalator stability agreement' where Insurance Premiums were not increased by greater than 5% (plus index linking of sums insured, changes etc.)
6. However, Aviva are keen to retain the councils' long term custom, and in return for agreeing to a new 3 year deal (effectively turning the 3 year deal into a 5 year deal) they will waive the rate increase for 2024/25 and it will therefore be a 5% rate increase in 2025/26 then the same in 2026/27.

¹ All other ancillary documents are available in the relevant councillor's folder rather than provide significant hard copy in the meeting pack.

7. The Clerk is informed that Aviva may also offer a similar option in two years' time depending on where the markets are by then, though it remains an uncertain period in world affairs, with imminent UK & US Elections, and ongoing conflicts which all add to global uncertainty and the resultant 'knock on effect' to insurance costs.
8. In the opinion of the councils' brokers, utilising the aforementioned offer makes sound financial sense and provides budget stability now and into future years.
9. With the above in mind, Table 1 below shows a renewal comparison as recommended by our brokers, highlighting the financial benefit to be gained from the Aviva offer.

Renewal Comparison	2023/24	2024/25 Renewal**	2024/25 Renewal with 3yr Escalator Agreement**
Commercial Combined	£16,335.87	£ 18,048.51	£ 16,756.61
Aviva GPA/Sickness/Business Travel	£ 437.69	£ 458.99	£ 458.99
Cyber Package*	£ 638.51	£ 740.52	£ 740.52
Total	£17,412.07	£ 19,248.02	£ 17,956.12
Total JHallam Admin fee		£ 105.00	£ 105.00
Grand Total		£ 19,353.02	£ 18,061.12
Increase on 23/24 Premium		£ 1,940.95	£ 649.05
* Cyber Package may well reduce in cost			
** Including IPTax.			

Table 1.

10. Within the 2024/25 Precept, councillors agreed a budget provision of £18,100 for its various insurances, therefore taking the recommended approach of an extended 'escalator agreement' will result in the council's insurance premium being within budget for 2024/25.

11. Recommendation:

That the council notes the contents of this report and instructs the Town Clerk to take advantage of the recommendations of its Insurance Broker, James Hallam to achieve a total insurance cost of £18,061.12 for the insurance year 00:01 June 1st 2024 until May 31st 2025.

james hallam

Council Guard

Insurance Renewal Review

Newhaven Town Council

James Hallam Council Guard is a trading name of James Hallam Limited who are authorised and regulated by the Financial Conduct Authority. Registered Number 134435



Chartered

Contents

Introduction	3
James Hallam Credentials	4
The Insurance Landscape	5
Companies and Activities	8
Proposed Strategy	9
Renewal Premium Summary	10
Commercial Combined Renewal Quotation	11
Commercial Combined Cover Summary	13
Aviva GPA/Sickness/Business Travel Renewal Quotation	33
Aviva GPA/Sickness/Business Travel Cover Summary	35
Cyber Package Renewal Quotation	38
Cyber Package Cover Summary	39
Summary.....	42
Important Information.....	43
The Insurance Act 2015.....	45
Terms of Business	47

Introduction

As it is approaching your renewal date, we are delighted to present in this report our recommendations around your renewal portfolio which falls due for renewal on 1st June 2024.

This report is a summary and is intended as a guide to the scope and extent of cover in force for your various policies arranged with insurers. It does not, however, override or supersede the terms, conditions or limits contained in the policy or other documents issued by your insurer.

Our objective when commencing an exercise like this is to ensure that we yet again put forward for your consideration the most cost-effective and appropriate insurance programme.

Our recommendations provided within the following pages are made based upon a range of factors including;

- Pricing/Competitiveness
- Insurer Service
- Ability of Insurer to meet your requirements
- Scope of cover provided
- Insurer's financial stability
- Fair and Efficient Claims Settlement

From our discussions with you we believe that we possess a good knowledge of your business and its requirements in terms of your insurance and risk management needs, this is a factor you also need to consider in terms of the relationship with your existing insurers and the renewal terms that they are offering. Your current insurers were selected 12 months ago as they were the most appropriate at that time, and there is every chance that this could still be the case now.

However, the market and your situation can change over a 12-month period, where terms are provided by alternative insurers these also need to be considered carefully.

In this way, you are able to consider all the options available in the market, and we look forward to continuing to work with you to ensure that your business is adequately, and cost effectively covered going forward.

James Hallam Credentials



James Hallam – Proud to be Chartered Insurance Brokers

We have been awarded the prestigious Chartered Insurance Brokers designation by the Chartered Insurance Institute (CII).

This is the industry's gold standard for firms of insurance brokers. It confirms that we have satisfied rigorous qualification criteria by retaining highly qualified staff who subscribe to the membership conditions of the CII. It also involves a commitment to continuing professional development and adherence to an industry standard Code of Ethics. You can view the Code at www.cii.co.uk/code.

When you use a Chartered firm, you are dealing with proven professionals. The CII is empowered by the Privy Council to award Chartered status and the award is only made in deserving cases. Chartered titles are steeped in history and they remain the benchmark of professional excellence and integrity. Only the UK's premier insurance broking firms qualify for Chartered status.

As Chartered Insurance Brokers you can be sure of a professional service & expert advice.



Founded in 1982 we are one of the UK's leading, fully independent, brokers and have a reputation for providing superior risk advice and insurance management programmes.

We are a family business, and our family heritage lies at the heart of how we work. Our high client retention is testament to our personal approach, and we have worked closely with some of our clients for over 35 years.

We act for a variety of clients, including: large AIM Listed firms, boutique businesses and private clients, across a broad range of business sectors. The size and complexity of our clients' businesses differ, and our expert teams clearly understand this with a tailored and consistent service. We seek to partner with clients and to protect and guide them through a dynamic and changing insurance market.

Our independent status provides impartial access to the market, 99% of our work is executed with Standard and Poor A rated insurers and our minimum criteria is BBB+, and we deliver cost-effective insurance programmes of the highest standard. We are a Lloyds broker and provide clients with the widest access to the market and as a Chartered Insurance Broker we are committed to industry best practice.

We are a national business operating out of regional offices across the United Kingdom. We act internationally with global specialists.

The Insurance Landscape

When considering your arrangements, we feel it is important to understand the current landscape of the insurance market.

As you may already appreciate, insurance works by spreading risk across many individuals or businesses, the fundamental assumption being that only a few will suffer insured loss such as a fire, at any given time. Insurance can also cover natural catastrophes such as storms in which many policyholders are making claims at once, but these events are limited both in geography and duration, allowing the same pooling of risk.

Historically, the insurance market has always been subject to cyclical changes that broadly follow global financial cycles and global catastrophe events. Whilst the market has previously been in a 'soft' cycle for many years, the current 'hard' cycle is compounded by insurers facing the likelihood of prolonged financial turmoil and at the same time, dealing with the costs of ever more frequent extreme weather events.

In practical terms we are starting to see climate issues and other global events force insurers to look at the breadth of cover that they offer and begin to be more specific about the risks that they are prepared to insure and the premium terms that they can offer.

Impact of Inflation on Insurance

Russia's invasion of Ukraine has significantly disrupted global supply chains, impacting the production of semi-conductors, cars, as well as the price of food and building materials. This, combined with the China-US trade war, the pandemic, labour shortages, energy shortages and climate related events is accelerating the rate of inflation. There are several insurance considerations resulting from these wider issues;

- Supply chain disruption could impact a business's ability to trade normally and result in longer reconstruction or recovery times, leading to prolonged revenue loss.
- This, combined with a shortage of skilled labour, drives up repair and reinstatement costs and, if left unchecked, could mean that actual costs exceed the insured values, leading to potential under insurance and significant shortfalls in claim payments.
- The industrywide repair backlog means customers may have to wait longer before the damage to vehicles is repaired.
- The surge in gas and oil prices has put increasing pressure on energy intensive industries, leading some manufacturers of raw materials to scale back production, further inflating the cost of end goods.
- Businesses may struggle to source some items and so be forced to pay inflated prices for them. This could potentially lead to prolonged business interruption, fluctuations in stock values and again the potential for insured values to become insufficient, again resulting in under insurance and shortfalls in claim payments.

Cyber Risk

The recent "Hard Reset" annual report on the cyber insurance market reveals that higher loss frequency and severity from ransomware have caused the average cost of cover to more than double since 2021.

According to the report, the annualised number of global ransomware incidents was up 235% in 2021 compared to 2019, with average US ransom payments rising by 370% over the same timeframe.

There is some good news though. After almost three years of hardening conditions, the cyber insurance market is showing signs of stabilising, as businesses begin to become more alert to the risks they face and take steps to reduce them. Insurers are also taking more of a lead in setting minimum standards for cyber security and loss prevention.

Nevertheless, there are clear signs that we won't be reverting to the soft market conditions we saw a few years ago and insurers will continue to focus on rewarding businesses with good cyber risk management practices.

The way forward

Businesses should consider how they react to these challenges and ensure that their insurance arrangements and sums insured continue to keep in step with any changes in a very challenging market. The required approach will of course vary from business to business and could involve:

- A renewed focus on the management and reduction of business risk and supply chain risk
- A more frequent reassessment of insurance values
- Extending business interruption values and indemnity periods
- Transferring risk through contracts or outsourcing
- Self-insuring certain risks
- Long-term insurance agreements at fixed rates, where available.

As a leading independent insurance broker, we are committed to working in partnership with our clients and insurers to design practical solutions which address current and emerging challenges.

We have access to all leading rated insurers and direct access to Lloyd's of London. As such, we are well placed to seek out the best options for our clients, in terms of insurer, cover and premium.

Our capabilities also include on-site and off-site Risk Management and Loss Prevention advice, from our highly qualified risk managers. They can help identify and mitigate risks to the business and so reduce the potential for losses that can interrupt the business and add to the costs of insurance cover.

We are committed to guiding you and your business through these challenging times.

Companies and Activities

The quotations covered by this Report have been sought from various insurers in the name of the companies detailed below and based on the business activities stated.

Employers' Liability insurers require all subsidiary companies to be listed by name and shown on the policy schedule (or by endorsement). The reason for this is that a Code of Practice has been agreed between the UK Government and the Association of British Insurers (ABI). This requires EL insurers to maintain permanent records for identifying, by individual company name, all the employing companies they insure.

It is therefore, essential we maintain a full list of the entities insured. Currently these are:-

Companies Insured Newhaven Town Council

Business Description Town Council & Property Owners

IMPORTANT NOTICE REGARDING BUSINESS DESCRIPTION & COMPANIES INSURED

It is important that you advise any alterations to the preceding description of business, or indeed of any aspect which may increase the original risk including acquisitions or disposals, adoption or cessation of processes or systems.

Insurers have assessed and accepted the risks at the quoted premium on the basis of information given. Any variations of those details, if not advised to them, could result in an uninsured loss.

Proposed Strategy

Policy Type	Notes
Commercial Combined	Remain with Aviva, under LTA until 2025
Aviva GPA/Sickness/Business Travel	Remain with Aviva
Cyber Package	See notes

Renewal Premium Summary

The table below represents our recommendations in relation to your requested covers.

Policy Type	Insurer	Effective Date	Quoted / Renewal	Premium (GBP)	IPT (GBP)	Admin Fee (GBP)	Total (GBP)
Commercial Combined	Aviva Insurance Limited	01/06/24	Renewal	16,083.35	1,930.00	35.00	18,048.35
Aviva GPA/Sickness/Business Travel	Aviva Insurance Limited	01/06/24	Renewal	378.56	45.43	35.00	458.99
Cyber Package	Travelers Insurance Company Ltd	01/06/24	Renewal	629.93	75.59	35.00	740.52
Total				17,091.84	2,051.02	105.00	19,247.86

Note

Commercial Combined invited on expiring with Index linking applied (Buildings 2.8% & Contents 1%) and 7.5% rate escalator as per your Long Term Agreement.

In respect of your main Commercial Combined cover, should you agree to renew the current 3 year rate escalator agreement a year early Aviva have agreed to waive the rate escalator this year which would reduce the above premium to £16,756.61 (a reduction of £1,256.74) and give you rate stability moving forward for another 3 years. In what remains very turbulent market conditions we recommend this option.

We have endeavoured to obtain a Cyber Quotation with alternative provider. In other Council cases we have seen double the amount of cover you have (£100k) for more than half the price. However, in our attempts to obtain a quote, the provider has highlighted numerous critical findings within your system when undertaking their Risk Assessment.

We have included the report with this pack and suggest you share it with your IT providers for urgent review/resolve.

Please find details of the recommended cover overleaf.

RENEWAL COMPARISON

For your reference, we have summarised below the cost of your renewal for last year. All amounts in the below table include tax and fees where applicable.

	Cover at Start of Last Year (GBP)	Cover at End of Last Year (GBP)	Renewal Quote (GBP)
Commercial Combined	15,947.80	16,335.87	18,048.35
Aviva GPA/Sickness/Business Travel	437.69	437.69	458.99
Cyber Package	638.51	638.51	740.52
Total (GBP)	17,024.00	17,412.07	19,247.86

Commercial Combined Renewal Quotation

We are pleased to offer you the following renewal terms.

Your needs and requirements for insurance cover have been assessed as undernoted:

A Combined policy designed to provide cover for the general insurance needs of a business. Cover may include a combination of material damage to property i.e. buildings, contents and stock, plus business interruption, money, goods in transit, personal accident, professional indemnity, legal expenses, products liability and legal liabilities to the public and employees

Insurance designed to provide cover in respect of the main insurable risks faced by the business including

- Loss or damage to the business assets
- Liabilities to others as a result of the business activities
- The effects of loss or claims to the business

With terms which reflect the business's ability to absorb or transfer these risks.

Insurance with Insurers who are financially stable or strong.

Based on the information provided in:

- the 'Fact Find' document completed by you
- Our meetings with you.
- Subsequent correspondence.

Recommended Quote

As a result of our market activity, we recommend the following quote which we have obtained for you:

Policy	Commercial Combined
Insurer	Aviva Insurance Limited
Premium (Including IPT) (GBP)	18,048.35
Cover Period	01/06/2024 to 31/05/2025

The basis of our recommendation is:

We are providing a Personal Recommendation in relation to the suitability of this product to meet your needs.

Insurer Selection

Following a review of your requirements and based upon our knowledge of insurance markets we have not sought alternatives and have only considered your current insurer.

We believe that the terms presented provide a scope of cover and premium that is appropriate to satisfy your insurance requirements having taken into account the specific nature of your own risk profile.

The credit rating for Aviva Insurance Ltd from Standard and Poor's is 'A+'

Standard and Poor's Ratings

Standard & Poor's Insurer Financial Strength Rating guideline is an opinion of the financial security characteristics of an insurance organisation with respect to its ability to pay under its insurance policies in accordance with their terms. The classifications are:

AAA	Extremely Strong
AA	Very Strong
A	Strong
BBB	Adequate

A + or - reflects the respective standing in the rating shown - we try to use only those Insurers with an "A" rating or higher. Additional information is available on Standard and Poor's website www.standardandpoors.com

Whilst we make every endeavour to use Insurers who are financially sound, you will appreciate that we cannot guarantee or otherwise warrant the solvency of any Insurer. If for some reason a prospective insurer does not meet our criteria, we will inform you and seek your specific approval before we place insurance with that insurer.

Attached please find a summary of the main terms of the recommended quote.

Commercial Combined Cover Summary

POLICYHOLDER	Newhaven Town Council
INSURER	Aviva Insurance Limited
POLICY NUMBER	100760544CCI
PERIOD OF INSURANCE	01/06/2024 to 31/05/2025

SCOPE OF COVER

Material Damage

Business Interruption

Money & Assault

Employers Liability

Public Liability

Fidelity Guarantee

Legal Expenses

Official Indemnity

MATERIAL DAMAGE

Cover

Loss of or damage to the insured property arising out of the Insured Risks as defined below.

PREMISES: 18 FORT ROAD, NEWHAVEN, EAST SUSSEX, BN9 9QE

Insured Risks

Accidental Damage
Standard Fire & Specified Perils
Subsidence Ground Heave Landslip
Theft or Attempted Theft

Excesses

GBP500

Excesses (subsidence)

GBP1,000

Buildings

Description	Cover Basis	Declared / (Full) Value (GBP)
Building including landlords fixtures and fittings (Town Hall)	Reinstatement	644,615

Contents

Description	Cover Basis	Declared / (Full) Value (GBP)
General Contents	Reinstatement	36,342

Conditions Precedent

Minimum Security

Theft and Money Sections where insured by this policy

If in relation to any claim for Damage to the Property Insured caused by theft or attempted theft at The Premises, which occurs more than 30 days after the inception of this policy and You have failed to fulfil any of the following conditions, We will not pay that claim.

In respect of all those parts of The Premises occupied by You in connection with The Business You must ensure that all Perimeter doors and opening Accessible Perimeter windows are provided with an appropriate security measure, as described below and when The Premises are unattended, all such doors and windows to that part, or parts are closed and secured by such appropriate security measure being put into full and effective operation and any keys removed from the locks and stored away from such window or door.

(1) Hinged doors must be secured as follows

(a) single leaf doors and the final closing leaf of double doors

(i) timber framed doors –by a lock certified as meeting British Standard BS3621

(ii) aluminium or steel framed doors –by a five (or more) pin cylinder mortice swing lock

(iii) plastic framed doors –by a lock assembly certified as meeting Publically Available Specification PAS3621 or a multi-point lock having at least three moving fastening points operated from a handle which is secured by a five (or more) pin cylinder lock

(iv) steel or composite construction (security) doors - by a security measure described in either (1)

(a) (i) or (1) (a) (iii) above or by a five (or more) pin cylinder mortice lock

(b) the first closing leaf of double doors

(i) by having, adjacent to the top and bottom corners of the door, a rebate bolt or an internal key

- operated mortice rack bolt or a lockable bolt
- (ii) by a multi-point lock having at least two moving fastening points operated from a handle which is secured by a five (or more) pin cylinder lock
- (2) Rolling shutter and rolling panel doors must be secured as follows
- (a) manually operated doors – by having the operating chain fastened to an internal chain stop, housing or wall bracket by means of a padlock having a hardened steel shackle
- (b) electrically operated doors – by having an internal operating switch permitting power to be isolated and secured in the ‘off’ position by means of an integral lock or a padlock
- (c) wicket gates/personnel doors within such doors – by a lock certified as meeting British Standard BS3621
- (3) Cellar trap doors must be secured as follows
- (a) by having an internal steel padlock bar fastened by a padlock having a hardened steel shackle
- (b) by having, adjacent to the top and bottom corners of the door(s), an internal key operated mortice rack bolt or a lockable bolt noting that, where one leaf of double doors when closed prevents the opening of the other, only that leaf needs securing as stated
- (4) Doors described in 1 (a) and 2 (c) above which are not final exit doors must be secured by a security measure described in 1 (a) or 2 (c) above or any type of door lock or lockable fastening which is supplemented by having, adjacent to the top and bottom corners of the door, an internal key operated mortice rack bolt or a lockable bolt
- (5) Windows must be secured as follows
- (a) roof lights – by an internal fastening device designed and supplied as suitable for the task
- (b) louvre windows – by internal or external fixed steel bars or grilles
- (c) other windows – internally by means of a fastening device having an integral lock, by a window lock or by a key operated mortice rack bolt
- (6) Emergency fire exits must be secured so that any door or window described in (1) – (5) above which is formally designated as being solely for use as an emergency fire exit by the person(s) legally responsible under fire safety legislation for fire safety is excluded from the stated requirements and instead must be secured by a fastening device designed and supplied as suitable for the task.

The following definitions apply to this condition.

Perimeter

Doors and windows that provide access from those parts of The Premises occupied by You in connection with The Business to the open air, into any area of The Premises not occupied by You in connection with The Business or into any adjoining premises.

Accessible

Perimeter windows located on

- (1) basement and ground floors
- (2) other floors where they can be reached by a person standing within any communal areas, areas of The Premises not occupied by You in connection with The Business or any areas of adjoining or adjacent premises
- (3) other floors where they can be reached by a person standing on adjoining or adjacent land or any external structural feature of The Premises, or any adjoining or adjacent premises, which can readily be climbed onto including but not limited to stairways, fire escapes, lower storey roofs, porches, balconies.

PREMISES: NEWHAVEN CEMETERY, LEWES ROAD, NEWHAVEN, EAST SUSSEX, BN9 9AD

Insured Risks

Accidental Damage
Standard Fire & Specified Perils
Subsidence Ground Heave Landslip
Theft or Attempted Theft

Excesses

GBP500

Excesses (subsidence)

GBP1,000

Buildings

Description	Cover Basis	Declared / (Full) Value (GBP)
Building including landlords fixtures and fittings (Chapel & Store)	Reinstatement	625,430
Store & Restroom	Reinstatement	557,643
Walls	Reinstatement	392,653
Outbuildings Garage & Toilets	Reinstatement	152,201

Contents

Description	Cover Basis	Declared / (Full) Value (GBP)
General Contents	Reinstatement	10,500

PREMISES: MEECHING HALL, FORT ROAD, NEWHAVEN, EAST SUSSEX, BN9 9QQ

Insured Risks

Accidental Damage
Standard Fire & Specified Perils
Subsidence Ground Heave Landslip
Theft or Attempted Theft

Excesses

GBP500

Excesses (subsidence)

GBP1,000

Buildings

Description	Cover Basis	Declared / (Full) Value (GBP)
Building including landlords fixtures and fittings (Community Meeting Rooms)	Reinstatement	1,024,477

Contents

Description	Cover Basis	Declared / (Full) Value (GBP)
General Contents	Reinstatement	21,556

Additional Information

Cooking in Meeching Hall - Electric Domestic Type Cooker rarely used - No previous Crime issues at site.

PREMISES: LEWES ROAD SOCIAL CARE, ROBINSON ROAD, NEWHAVEN, EAST SUSSEX, BN9 9BL

Insured Risks

Accidental Damage
Standard Fire & Specified Perils
Subsidence Ground Heave Landslip
Theft or Attempted Theft

Excesses

GBP500

Excesses (subsidence)

GBP1,000

Buildings

Description	Cover Basis	Declared / (Full) Value (GBP)
Building including landlords fixtures and fittings (Community meeting rooms)	Reinstatement	322,308

Contents

Description	Cover Basis	Declared / (Full) Value (GBP)
General Contents	Reinstatement	5,673

Additional Information

Lewes Road Social Centre is timber construction - Timber Frame & Panels Refurbished 2014.

Cooking at Lewes Road Social Centre - Electric Domestic Type Cooker rarely used.

PREMISES: EAST SIDE SOCIAL CENTRE, NORTON TERRACE, NEWHAVEN, EAST SUSSEX, BN9 0BT

Insured Risks

Accidental Damage
Standard Fire & Specified Perils
Subsidence Ground Heave Landslip
Theft or Attempted Theft

Excesses

GBP500

Excesses (subsidence)

GBP1,000

Buildings

Description	Cover Basis	Declared / (Full) Value (GBP)
Building including landlords fixtures and fittings (Nursery and meeting rooms)	Reinstatement	443,812
Changing Rooms	Reinstatement	12,539
Playgrounds, Equipment and Surfaces	Reinstatement	95,707

Contents

Description	Cover Basis	Declared / (Full) Value (GBP)
General Contents	Reinstatement	6,848

Main Exclusions

Flood Exclusion - East Side Park/ Social Centre

We will not provide cover for Damage to the Property Insured caused or resulting from storm or flood. However, We will provide cover in respect of Damage caused or resulting from the ingress of rainwater through or via the roof of The Premises.

Additional Information

Cooking at East Side Social Centre - Electric Domestic Type Cooker rarely used.

PREMISES: DENTON & MOUNT PLEASANT SOCIAL CENTRE, DENTON ROAD, NEWHAVEN, EAST SUSSEX, BN9 0QB

Buildings

Description	Declared / (Full) Value (GBP)
Community meeting rooms	497,530

Contents

Description	Declared / (Full) Value (GBP)
General Contents	22,439

Additional Information

Cooking at Denton & Mount Pleasant Social Centre - Electric Domestic Type Cooker rarely used.

PREMISES: ANYWHERE WITHIN THE BOUNDARIES OF NEWHAVEN (FLOATING LOCATION)

Insured Risks

Accidental Damage
Standard Fire & Specified Perils
Subsidence Ground Heave Landslip
Theft or Attempted Theft

Excesses

GBP500

Excesses (subsidence)

GBP1,000

Buildings

Description	Cover Basis	Declared / (Full) Value (GBP)	Sum Insured (GBP)
Infrastructure - Street Furniture Including Benches, Bus Shelters, Bins	Reinstatement	15,628	
Infrastructure - War memorials	Reinstatement	86,573	
Marine Sculpture & Cemetery Sculpture	Reinstatement	46,064	
Infrastructure - Playgrounds, Equipment and Surfaces		415,892	
Harbour Arm Memorial Bench	Reinstatement	10,288	
Triton Tourist Telescope		7,216	
Bandstand		64,647	
Benches & Planters		25,580	
CCTV Equipment		41,852	
Christmas Lights			36,114

PREMISES: SPECIFIED ALL RISKS (UK) (FLOATING LOCATION)

Insured Risks

Accidental Damage
Standard Fire & Specified Perils
Subsidence Ground Heave Landslip
Theft or Attempted Theft

Excesses

GBP100

Excesses (subsidence)

GBP1,000

Contents

Description	Sum Insured (GBP)
Contents - Other	0

Specified Contents Items

Description	Territorial Limit	Sum Insured (GBP)
Regalia (cover extended to include 90 days Worldwide)	Worldwide	11,491

Description	Territorial Limit	Sum Insured (GBP)
Laptop Computers including Tablets	U.K.	4,767
Projector	U.K.	681
PA System	U.K.	377

Endorsements

Portable Computer Equipment

If in relation to any claim for Damage by theft or attempted theft of Portable Computer Equipment You have failed to fulfil any of the following conditions, We will not pay that claim.

You must ensure that where Portable Computer Equipment is

(a) left in any Unattended Vehicle, it is concealed from view in a storage compartment, and the vehicle is securely locked and all security devices set in operation and, between the hours of 9.00pm and 6.00am, the vehicle is kept either in a locked building of substantial construction or guarded security park

(b) in transit by air it is carried as hand luggage unless instructed otherwise by airline staff

(c) in transit by ship or ferry it is stored in a securely locked cabin or road vehicle aboard such vessel or kept with You

(d) in transit by railway or underground it is carried as hand luggage and kept with You.

The maximum We will pay for any one or all claims arising out of one cause is

(a) £2,500 in respect of theft or attempted theft from an Unattended Vehicle

(b) £10,000 in respect of any other theft or attempted theft

(c) £50,000 in respect of any other Damage.

The following definition applies to this condition

Portable Computer Equipment

Personal computers, small microcomputers and similar equipment used by You for processing, communicating and storing electronic data and which are designed to be carried by hand.

BUSINESS INTERRUPTION

Cover

Loss resulting from an interruption to the business following loss of or damage to the insured property arising out of the Insured Risks as defined below.

Basis	Insured Risks	Period (Months)	Excess (GBP)	Sum Insured (GBP)
Gross Revenue/Income	As Material Damage section	24	0	79,395
Additional increased costs of working	As Material Damage section	24	0	50,000

MONEY & ASSAULT

Cover

Loss involving any loss of Money and loss involving assault.

Limits of Indemnity

Money

Description	Limit (GBP)
Loss of money from the home of an authorised person:	250
Loss of money not in a locked Safe outside of business hours:	250
Loss of money during business hours:	2,000

Money in Safe Outside of Business Hours

Location	Description	Limit (GBP)
	Unspecified safes	2,000
INSERT DETAILS IF A HIGHER LIMIT THAN £2,000 IS REQUIRED	INSERT DETAILS IF A HIGHER LIMIT THAN £2,000 IS REQUIRED	

Assault

Description	Period (Weeks)	Benefits Payable (GBP)
Death and other capital benefits		25,000
Temporary Total Disablement	104	250
Medical Expenses		

Endorsements

Medical Evidence

In respect of Assault, We will, at Our option, arrange for the Insured Person to undergo a medical examination or, in the event of death, a post mortem examination.

You, or Your personal representatives, will supply to Us, at Your expense, any certificates, information or evidence in the format We require to support a claim.

Money In Transit

If in relation to any claim for loss of Money in transit (other than Money described in Item 1 of The Schedule), You have failed to fulfil any of the following conditions, We will not pay that claim.

You must ensure

(1) that Money in transit is accompanied by the number of persons stated below, who must be either You and/or any director, partner or Employee

(a) over £2,500 up to £5,000 by at least 2 persons

(b) over £5,000 up to £8,000 by at least 3 persons

(c) over £8,000 up to £12,000 by at least 4 persons

(d) over £12,000 by an approved Security Company

(2) private transport is used for amounts of Money in transit greater than £2,500 where the distance exceeds half a mile.

The maximum We will pay for any one claim will not exceed the Limit Any One Loss stated in The Schedule.

Records and Key Security

If in relation to any claim for loss of Money You have failed to fulfil any of the following condition, You will lose Your right to payment for that claim.

You must

(1) keep a complete record of Money in a secure place other than in a safe or strongroom containing Money

(2) ensure that outside of Business Hours, all safes and/or strongrooms are kept locked and the keys removed from The Premises unless The Premises are occupied by You or any director, partner or authorised Employee of Yours, in which case the keys must be kept in a secure place away from any safe or strongroom

(3) ensure that whenever The Premises are closed for business or left unattended, all security devices to protect The Premises are properly fitted and put into full operation.

EMPLOYERS LIABILITY

Cover

Indemnity against legal liability for death, injury to or illness of employees arising out of or in the course of the business and within the Territorial Limits.

Limits of Indemnity

Any one occurrence (inclusive of costs GBP): 10,000,000

Estimates

Description	Wage Roll Estimate (GBP)
Clerical	215,496
Manual	25,632

Main Exclusions

Tree Felling Exception

We will not provide cover for the felling, lopping, sawing or carriage of trees.

Please note that a copy of the Certificate of Employers' Liability Insurance should be displayed at each place of business where you employ persons covered by this policy. It is however satisfactory to make the certificate available in electronic form, providing that it is reasonably accessible to relevant employees to whom it relates. We also recommend that you retain this certificate after it has expired as under current legislation, if no insurance records can be found at the time of any future claim, an employer could be held responsible for payment of all or part of the claim.

PUBLIC LIABILITY

Cover

Indemnity against legal liability for death, injury to third parties or loss of or damage to third party property arising out of the business.

Limits of Indemnity

Public Liability any one occurrence (GBP): 10,000,000

Turnover

Description	Estimate (GBP)
Total Income/Revenue including Precept	724,530

Excesses

GBP: 250

Main Exclusions

Activities and Events Exceptions

We will not provide cover for

- (1) sponsored walks, rides, marathons or similar events
- (2) fireworks displays or bonfires
- (3) bouncy castles and other inflatable devices
- (4) Bodily Injury arising from
 - (a) go-karting, quad biking or motor sports
 - (b) parachute jumping, paragliding or parasailing
 - (c) bungee jumping or abseiling
 - (d) ballooning or other flying activities
- (5) events involving
 - (a) weapons
 - (b) passenger carrying amusement devices
 - (c) remote controlled model aircraft
 - (d) animal rides
 - (e) pyrotechnics.

Playgrounds and Amusement Devices Condition and Exception

If in relation to any claim You have failed to fulfil any of the following conditions, We will not pay that claim.

You must ensure that in connection with playground and amusement devices

- (1) all equipment, devices and facilities, including sand pits and paddling pools
 - (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 all defects or risks to health or safety immediately rectified or the equipment, device or facility taken out of use
- (2) suitable signs are clearly displayed to customers stating any information, restrictions or limitations for the safe use of the equipment device or facility
- (3) they are risk assessed to determine where supervision is necessary and ensure that it is provided whenever the play equipment device or facility is in use.

We will not provide cover for the operation of mechanically powered passenger carrying amusement devices, skateboard parks or inflatable devices.

Tree Felling Exception

We will not provide cover for the felling, lopping, sawing or carriage of trees.

Endorsements

Products Supplied - Restriction

We will not provide cover for Products Supplied other than the sale or supply of food and drink intended to be consumed on Your premises, the supply of office requisites or the disposal of furniture and office equipment previously used in the course of The Business.

Equipment Inspection Condition and Health and Fitness Advice Exception

If in relation to any claim You have failed to fulfil any of the following conditions, We will not pay that claim.

You must ensure that

- (1) any person providing training or instruction must hold a qualification from a relevant recognised organisation
- (2) all equipment
 - (a) is visually inspected by a competent person within each 24 hour period and withdrawn from use until any defects found are repaired
 - (b) is maintained and serviced in accordance with manufacturers guidelines
 - (c) is independently inspected by a qualified engineer on an annual basis or more frequently if required by manufacturers guidelines
- (d) all inspections verifying actions referred to in (2) (a), (b) and (c) above are recorded and retained for a period of at least three years.

We will not provide cover for

- (1) Bodily Injury to any person as a result of their inexperience or physical inability to carry out advice or instruction given by, or on behalf of, The Insured

- (2) dietary advice or instruction
- (3) errors, omissions or neglects in treatment administered by You or on Your behalf.

Skateboard Parks

If in relation to any claim You have failed to fulfil any of the following conditions, We will not pay 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 cover for Bodily Injury to persons taking part in activities in the skateboard park unless caused by defects in the structure.

Additional Information

Number of Play Areas - 5

FIDELITY GUARANTEE

Cover

Losses sustained by the insured as a result of acts of fraud or dishonesty by an Employee.

Any One Loss

Excess (GBP)	Limit (GBP)
10,000	500,000

Annual Aggregate

Excess (GBP)	Limit (GBP)
10,000	1,500,000

Endorsements

Inadvertent non-compliance with the Obligations stated in The Schedule

We will not be liable to pay any claim if You have not complied with and operated any one or more of the Obligations which is material to any part of that claim unless You can conclusively demonstrate that this non-compliance was an Inadvertent Breach of the Obligations. This Endorsement does not apply for the References Obligation.

For the purposes of this Endorsement an Inadvertent Breach of the Obligations means any failure by any Employee to comply with any part of the Obligations stated in The Schedule which was without the knowledge or consent of any director, partner, Member, trustee, officer, department director, senior manager or equivalent of Yours, but only if You can conclusively demonstrate that You

- (1) had communicated the relevant Obligation(s) in writing to all Employees with responsibility for Money, stock and/or accounts
- (2) instructed all Employees of their duty to comply with and ensure compliance with the Obligations. If We pay or

agree to pay any claim or part of any claim where You did not comply with or operate the obligations the amount of The Excess will be increased by £5,000.

Retroactive Date

We will not provide cover for loss resulting from any act, event or matter committed prior to

- (1) the date this Section was first inceptioned, or
- (2) where equivalent cover to that provided under this Section has been continuously maintained in full force and effect prior to inception of this Section, the date which first applied to such equivalent cover.

Audit

If in relation to any claim You have failed to fulfil the following condition, which is material to that claim, We will not pay that claim.

Independent professional accountants or auditors will examine Your accounts at least every 12 months.

Bank Account Reconciliation

If in relation to any claim You have failed to fulfil the following condition, which is material to that claim, We will not pay that claim.

All cash book entries will be checked by someone other than the Employees responsible at least once in every 30 days against bank statements, receipts and other supporting documentation and the balance tested against cash and un-presented cheques..

Cash Balances, Floats and Petty Cash

If in relation to any claim You have failed to fulfil the following condition, which is material to that claim, We will not pay that claim.

The amount of cash balances, floats and petty cash will be laid down and will be subject to a physical check against supporting documents by someone other than the Employees responsible at least every 30 days.

Cheque Issue

If in relation to any claim You have failed to fulfil the following condition, which is material to that claim, We will not pay that claim.

- (1) Cheques will only be signed after they have been fully completed.
- (2) All manually prepared cheques with a value over £5,000 will be signed by at least two authorised signatories.
- (3) If cheques are prepared and signed by computer or machine
 - (a) dual control will be exercised over the operation
 - (b) at least one further manual signature will be applied where the value of the cheque exceeds £15,000
 - (c) supporting documentation will be examined and authorised prior to signing by computer or machine
- (4) All signatories, will examine the supporting documentation against the cheque prior to signing.

Computer Security

If in relation to any claim You have failed to fulfil the following condition, which is material to that claim, We will not pay that claim.

- (1) All update and amendment access to computer systems and programs containing accounting, stock and other valuable records will be protected by passwords. Passwords will be chosen by and confidential to the user and will be changed at least every 90 days
- (2) If You allow dial-up, internet or other external access to Your computer systems You will protect them with firewalls and anti-virus software which You will update regularly.

Debtors

If in relation to any claim You have failed to fulfil the following condition, which is material to that claim, We will not pay that claim.

- (1) Where You allow credit, statements of account will be issued at least once in every 30 days. If the issue of statements involves any Employees who receive payments then all accounts including all suppressed and suspense accounts will be reviewed by someone other than the Employees responsible at least once in every 90 days
- (2) Management action will be taken before an account becomes 90 days overdue.

Funds Transfer Controls

If in relation to any claim You have failed to fulfil the following condition, which is material to that claim, We will not pay that claim.

- (1) In respect of funds transfers involving electronic instructions

- (a) at least dual control will be imposed to ensure that no one Employee can complete a funds transfer payment from beginning to end
- (b) all Employees involved will require unique passwords to access the terminal, computer or system. Passwords will be confidential to the user
- (2) In respect of all telephone and facsimile instructions the bank or financial institution will be instructed to telephone an Employee other than the person who sent, issued, gave or transmitted, or purported to send, issue, give or transmit, the instructions to check that they are valid prior to transferring the funds
- (3) You will comply with all process and security controls agreed with the bank or other financial institution, through which Your transfers are made.

Investments, Funds Management, Dealing and Trading

If in relation to any claim You have failed to fulfil the following condition, which is material to that claim, We will not pay that claim.

- (1) You will exercise dual control over
 - (a) all investments and investment documents
 - (b) the management of funds including but not limited to pension funds, unit trusts, investment trusts and private client portfolios
 - (c) all dealing and trading operations including but not limited to securities, commodities, currency involving deals, trades, swaps, options, futures and other derivative deals and trades to ensure that no one Employee can complete a transaction from beginning to end
- (2) A detailed list of all dealing and trading transactions will be prepared daily and submitted to the Treasurer or equivalent. You will entirely separate the back office administration and settlements from any Employee involved in any dealing or trading
- (3) All deals, trades, investment and other instructions will be confirmed in writing to the other party within 24 hours of the agreement independently of the investment manager, dealer or trader.

Money Received and Banking

If in relation to any claim You have failed to fulfil the following condition, which is material to that claim, We will not pay that claim.

- (1) Any Employee who receives or collects money and/or cheques in the course of their duties away from The Premises will be required to remit them to You at least 1 time(s) per week
- (2) All money and cheques received by Employees at The Premises, including that remitted in (1) above, will be banked at least 2 time(s) per week.

Payroll

If in relation to any claim You have failed to fulfil the following condition, which is material to that claim, We will not pay that claim.

The cast of the payroll will be examined at least once in every 90 days by someone other than the Employees responsible to check that the total amount drawn is correct and that there are no past or fictitious Employees included.

References

If in relation to any claim You have failed to fulfil the following condition, which is material to that claim, We will not pay that claim.

For all Employees engaged in any role

- (1) that involves handling Money, payments, orders, statements of account, stock
- (2) that involves having update and amendment access to accounting and stock recording systems
- (3) in Your accounts, information technology, information systems or computer departments
- (4) with a supervisory, management or directorial content on or after the date this Section was first inceptioned, satisfactory written or fully documented verbal references will be obtained directly from former employers.

Such references must cover the preceding 2 year(s) of employment and must be provided in the event of a claim. Any gaps in the preceding 2 year(s) of employment must be accounted for.

References need not be obtained in respect of Employees who have satisfactorily and continuously been employed by You for at least 12 months in any capacity other than stated in (1) to (4) above.

In respect of Employees joining directly from school or Government sponsored youth training schemes at least one character reference will be obtained.

LEGAL EXPENSES

Cover

Costs and expenses in respect of an insured incident arising in connection with the business occurring during the period of insurance and within the Territorial Limits.

Limits of Indemnity

Limit of Indemnity (GBP): 100,000

Main Exclusions

Abuse and Molestation Exception

We will not provide indemnity in respect of bodily injury including death, illness, disease or nervous shock, wrongful arrest, detention, imprisonment, eviction and accusation of shoplifting arising out of

(1) the alleged, actual or threatened abuse or molestation of any person

(a) in the care of

(b) under the protection of

You or anyone working for or on behalf of You

(2) the negligent

(a) employment

(b) investigation

(c) supervision

(d) reporting to the proper authorities or the failure to report

(e) retention

of any person for whom You are or ever were legally responsible and whose conduct is excluded by (a) above.

OFFICIAL INDEMNITY

Cover

Protection to the Insured for loss resulting from any claim made in respect of the insured risks below.

Insured Risks

Official Indemnity

Sums Insured / Limits of Indemnity

Description	Sum Insured (GBP)	Excess (GBP)
Officials Liability	250,000	0
Corporate Liability	250,000	5,000

Main Exclusions

Absolute Breach of Contract Exception

The following is added to the Exceptions to Corporate Legal Liability Cover any Claim arising directly or indirectly from or in consequence of or in any way relating to any actual or alleged breach of contractual obligation.

Bribery and Commissions Exception

The following is added to the Exceptions to Corporate Legal Liability Cover any Claim arising directly or indirectly from or in consequence of or in any way relating to any payment, gift, fee, reward, advantage, donation,

contribution or other consideration provided to

- (1) any person in return for
 - (a) their undertaking or not undertaking any action or
 - (b) their showing of any favour or disfavour

on behalf of such person or on behalf of any principal for whom such person acts as an agent or

- (2) any employee, member, officer, servant or agent of any public body in return for such public body undertaking or not undertaking any action or showing any favour or disfavour or
- (3) any charitable, political or governmental organisation anywhere in the world.

GENERAL CLAUSES/INFORMATION

Endorsements

Claims Procedure

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

- (1) tell Us immediately of any event or occurrence which may result in a claim
- (2) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves
- (3) at Your expense, provide Us with a written claim containing as much information as possible of the loss, liability, destruction, damage, accident or injury, including the amount of the claim within
 - (a) 30 days, or
 - (b) seven days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons of You becoming aware of the event or occurrence, or such further time that We may allow
- (4) provide Us with all information and help We require in respect of the claim
- (5) pass to Us unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy
- (6) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement
- (7) allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute at Our own expense and for Our own benefit, any claim for indemnity or compensation against any other person and You must give Us all information and assistance required.

Subjectivity Condition

The insurance cover provided by Aviva may be subject to You or Us carrying out certain actions. We will clearly state below if the insurance provided by Us is subject to You

- (1) providing Us with any additional information requested by the required date(s)
- (2) allowing Us access to The Premises, Your Contract Sites, and/or The Business to carry out surveys
- (3) completing any actions agreed between You and Us by the required date(s)
- (4) allowing Us to complete any actions agreed between You and Us.

Upon completion of these requirements (or if they are not completed by the required dates), We may, at our option

- (1) modify the premium
- (2) make amendments to the terms and conditions of the insurance cover
- (3) require You to make alterations to The Premises for which We have provided an insurance cover by the required date(s)
- (4) withdraw any insurance cover provided
- (5) leave the terms and conditions of the insurance cover and the premium, unaltered.

We will contact You with our decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by You and/or any decision by Us will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until We agree otherwise in writing. If You disagree with Our requirements and/or decisions, We will consider Your comments and where We consider appropriate, will continue to negotiate with You to resolve the matter to Your and Our satisfaction. In the event that the matter cannot be resolved We will withdraw the insurance cover.

The above conditions do not affect Our right to withdraw any insurance cover if We discover information material to Our acceptance of the risk that was not disclosed when requesting the original quotation.

Change of Occupancy

You must tell Us immediately if

- (a) any building at The Premises becomes Unoccupied
- (b) if the buildings are to be occupied by contractors for renovation, alteration or conversion purposes
- (c) any Unoccupied building at The Premises becomes occupied or used.

Protections

If in relation to any claim for Damage caused by theft or attempted theft, You have failed to fulfil the following condition, We will not pay that claim.

Whenever The Premises are closed for business or left unattended, You must ensure that all security devices provided to protect The Premises are properly fitted and put into full operation.

Rating Stability Agreement with Premium Escalator

Applicable Sections IBNR Factor

Property Damage 5%
 Money and Assault 5%
 Business All Risks 5%
 Business Interruption 5%
 Public and Products Liability 25%
 Employers' Liability 33%

Period of Agreement

From 01 June 2022 Expiring on 31 May 2025

Period of Insurance

Each 12 months period within the Agreement commencing from the inception date of this Agreement.

Premium Adjustment

No premium adjustment has been applied to Your Property Damage, Money and Assault, Business All Risks, Business Interruption, Employers' Liability, Public and Products Liability, Commercial Legal Protection, Commercial Crime, Management Liability Section(s).

You have agreed, with effect from the date stated above, to offer annually for the period of this Agreement, the insurance under the Applicable Sections of this policy

- (1) at the Premium Rates at the inception of this Agreement
- (2) at the terms and conditions at the inception of this Agreement and subject to:
 - (1) You paying the premiums annually in advance
 - (2) the terms of the Premium Escalator provision below.

We agree to accept such an offer made in accordance with this Agreement provided that:

- (1) We may amend such rates, terms and conditions, restrict or vary cover, terminate or re-negotiate this Agreement if:
 - (a) the cumulative total Loss Ratio for the period commencing from the inception date of this Agreement until the Annual Renewal Date stated in The Schedule exceeds 60.00% under the Applicable Sections of this policy.
 - (b) there is any change in legislation or legal practise, taxes, the cost or availability of reinsurance, insurance industry market practice, or legal precedent established in any court of law which has a material effect upon any one of the Applicable Sections.
 - (c) You acquire, set up, dispose of or discontinue any:
 - (i) business or business activity
 - (ii) company or other entity carrying on such a business or business activity
 - (iii) Premises or interest in The Premises which has any material effect on Your Business.
 - (d) there is any material alteration in The Premises or the nature of Your Business.
- (2) We also retain the right to terminate or re-negotiate this Agreement if You and Us fail to agree on the completion of any Subjectivities detailed under the terms of the Subjectivity Condition.

If We make any such amendments, then You have the right to terminate this agreement. However, You will be deemed to have agreed to continue with the Agreement on the basis of the revised terms and conditions for the

If We make any such amendments, then You have the right to terminate this agreement. However, You will be deemed to have agreed to continue with the Agreement on the basis of the revised terms and conditions for the

remainder of the Period of Agreement, unless We receive notification from You to the contrary within 30 days of Us sending You notice of the amendments.

(3) The Sums Insured or limits of liability may be increased or reduced at any time to reflect the acquisition or disposal of property or businesses or to correspond with any increase or reduction in values or increase or reduction in The Business. The premium will be adjusted to account for such alterations.

(4) This Agreement will apply to any policy or policies which may be issued by Us within the above period in substitution for this policy.

(5) In respect of any Section(s) of this policy to which this Agreement does not apply, if any adjustments are made to the rates, terms and/or conditions of such Section(s), which results in such Section(s) being lapsed or cancelled, then if both We and You agree that this Agreement shall terminate.

(6) This Agreement does not apply to the imposition of or increase in Insurance Premium Tax.

For the purpose of this Agreement, the following definitions apply:

Loss Ratio

The annual Incurred Claims Cost expressed as a percentage of the annual Premiums Paid (to the nearest 1%). Where the Incurred Claims Cost has been calculated prior to the expiry of the Period of Insurance, an adjustment will be made for the expiring months to represent a full year, enabling a 12 month Loss Ratio to be calculated.

Incurred Claims Cost

The total of claims paid and outstanding reserves accruing to the Period of Insurance being adjusted, plus an IBNR factor in respect of claims incurred but not yet reported to Us.

IBNR Factor

The factor detailed above which is applied to the relevant section specified in the Applicable Sections in respect of claims incurred but not yet reported to Us.

Premiums Paid

The total Gross, premiums paid in respect of the Applicable Sections for the period commencing at the inception of this Agreement, up to each subsequent Annual Renewal Date (annual renewal premium and any mid-term or end of year adjustments) but excluding any IPT or taxes.

Premium Escalator

- (1) First Period of Insurance - the premium rates accepted by You at the inception of this agreement
- (2) Second Period of Insurance - Expiring premium rates for the first Period of Insurance + 7.5%
- (3) Third Period of Insurance - Expiring premium rates for the second Period of Insurance + 7.5%

Unoccupied Premises

If in relation to any claim for Damage while The Premises are Unoccupied, You have failed to fulfil any of the following conditions, We will not pay that claim.

You must

- (1) carry out internal and external inspections of the buildings at least every 7 day(s) days, maintaining a log of such inspections and, as soon as possible, repair, or arrange to repair, any damage or defects found including the removal of graffiti
 - (2) remove all waste, unfixed combustible materials and gas bottles, either within or outside the buildings, from The Premises
 - (3) securely lock and close all external doors, and windows, and secure and seal all letter boxes and openings
 - (4) wherever possible, turn off all sources of power, fuel and water at the mains, chain and padlock the isolation valves, drain all water and fuel supply tanks, apparatus and pipes However, where the buildings are protected by an
 - (a) Intruder Alarm, CCTV or Fire Detection System or sprinkler installation, You must provide sufficient power, heat or water supplies for their effective operation.
 - (b) security patrols, You must provide sufficient power for safe and effective internal inspection
 - (5) tell Us immediately if any building at The Premises becomes Unoccupied, if the buildings are to be occupied by contractors for renovation, alteration or conversion purposes or if the buildings are to become occupied or used.
- Where The Premises are empty, vacant or disused but are tenanted, (1), (2), (3) and (4) above apply to the extent

that they may be reasonably and practically implemented without frustrating or invalidating the lease, unless We agree otherwise in writing.

Rating Stability Agreement with Premium Escalator

Applicable Sections	IBNR Factor
Property Damage	5%
Money and Assault	5%
Business All Risks	5%
Business Interruption	5%
Public and Products Liability	25%
Employers' Liability	33%

Period of Agreement

From 01 June 2022 Expiring on 31 May 2025

Period of Insurance

Each 12 months period within the Agreement commencing from the inception date of this Agreement.

Premium Adjustment

No premium adjustment has been applied to Your Property Damage, Money and Assault, Business All Risks, Business Interruption, Employers' Liability, Public and Products Liability, Commercial Legal Protection, Commercial Crime, Management Liability Section(s).

You have agreed, with effect from the date stated above, to offer annually for the period of this Agreement, the insurance under the Applicable Sections of this policy

- (1) at the Premium Rates at the inception of this Agreement
 - (2) at the terms and conditions at the inception of this Agreement
- and subject to:

- (1) You paying the premiums annually in advance
- (2) the terms of the Premium Escalator provision below.

We agree to accept such an offer made in accordance with this Agreement provided that:

- (1) We may amend such rates, terms and conditions, restrict or vary cover, terminate or re-negotiate this Agreement if:

(a) the cumulative total Loss Ratio for the period commencing from the inception date of this Agreement until the Annual Renewal Date stated in The Schedule exceeds 50.00% under the Applicable Sections of this policy.

(b) there is any change in legislation or legal practise, taxes, the cost or availability of reinsurance, insurance industry market practice, or legal precedent established in any court of law which has a material effect upon any one of the Applicable Sections.

- (c) You acquire, set up, dispose of or discontinue any:

- (i) business or business activity
- (ii) company or other entity carrying on such a business or business activity
- (iii) Premises or interest in The Premises

which has any material effect on Your Business.

- (d) there is any material alteration in The Premises or the nature of Your Business.

- (2) We also retain the right to terminate or re-negotiate this Agreement if You and Us fail to agree on the completion of any Subjectivities detailed under the terms of the Subjectivity Condition.

If We make any such amendments, then You have the right to terminate this agreement. However, You will be deemed to have agreed to continue with the Agreement on the basis of the revised terms and conditions for the remainder of the Period of Agreement, unless We receive notification from You to the contrary within 30 days of Us sending You notice of the amendments.

(3) The Sums Insured or limits of liability may be increased or reduced at any time to reflect the acquisition or disposal of property or businesses or to correspond with any increase or reduction in values or increase or reduction in The Business. The premium will be adjusted to account for such alterations.

(4) This Agreement will apply to any policy or policies which may be issued by Us within the above period in substitution for this policy.

(5) In respect of any Section(s) of this policy to which this Agreement does not apply, if any adjustments are made to the rates, terms and/or conditions of such Section(s), which results in such Section(s) being lapsed or cancelled, then if both We and You agree that this Agreement shall terminate.

(6) This Agreement does not apply to the imposition of or increase in Insurance Premium Tax.

For the purpose of this Agreement, the following definitions apply:

Loss Ratio

The annual Incurred Claims Cost expressed as a percentage of the annual Premiums Paid (to the nearest 1%). Where the Incurred Claims Cost has been calculated prior to the expiry of the Period of Insurance, an adjustment will be made for the expiring months to represent a full year, enabling a 12 month Loss Ratio to be calculated.

Incurred Claims Cost

The total of claims paid and outstanding reserves accruing to the Period of Insurance being adjusted, plus an IBNR factor in respect of claims incurred but not yet reported to Us.

IBNR Factor

The factor detailed above which is applied to the relevant section specified in the Applicable Sections in respect of claims incurred but not yet reported to Us.

Premiums Paid

The total Gross, premiums paid in respect of the Applicable Sections for the period commencing at the inception of this Agreement, up to each subsequent Annual Renewal Date (annual renewal premium and any mid-term or end of year adjustments) but excluding any IPT or taxes.

Premium Escalator

- (1) First Period of Insurance - the premium rates accepted by You at the inception of this agreement
- (2) Second Period of Insurance - Expiring premium rates for the first Period of Insurance + 5.0%
- (3) Third Period of Insurance - Expiring premium rates for the second Period of Insurance + 5.0%

This Agreement is subject to all other terms and conditions of the Policy.

Aviva GPA/Sickness/Business Travel Renewal Quotation

We are pleased to offer you the following renewal terms.

Your needs and requirements for insurance cover have been assessed as undernoted:

Insurance designed to provide cover in respect of the main insurable risks faced by the business including

- Loss or damage to the business assets
- Liabilities to others as a result of the business activities
- The effects of loss or claims to the business

With terms which reflect the business's ability to absorb or transfer these risks.

Insurance with Insurers who are financially stable or strong.

Based on the information provided in:

- the 'Fact Find' document completed by you
- Our meetings with you.
- Subsequent correspondence.

Recommended Quote

As a result of our market activity, we recommend the following quote which we have obtained for you:

Policy	Aviva GPA/Sickness/Business Travel
Insurer	Aviva Insurance Limited
Premium (Including IPT) (GBP)	458.99
Cover Period	01/06/2024 to 31/05/2025

The basis of our recommendation is:

We are providing a Personal Recommendation in relation to the suitability of this product to meet your needs.

Insurer Selection

Following a review of your requirements and based upon our knowledge of insurance markets we have not sought alternatives and have only considered your current insurer.

We believe that the terms presented provide a scope of cover and premium that is appropriate to satisfy your insurance requirements having taken into account the specific nature of your own risk profile.

The credit rating for Aviva Insurance Ltd from Standard and Poor's is 'A+'

Standard and Poor's Ratings

Standard & Poor's Insurer Financial Strength Rating guideline is an opinion of the financial security characteristics of an insurance organisation with respect to its ability to pay under its insurance policies in accordance with their terms. The classifications are:

AAA	Extremely Strong
AA	Very Strong
A	Strong
BBB	Adequate

A + or - reflects the respective standing in the rating shown - we try to use only those Insurers with an "A" rating or higher. Additional information is available on Standard and Poor's website www.standardandpoors.com

Whilst we make every endeavour to use Insurers who are financially sound, you will appreciate that we cannot guarantee or otherwise warrant the solvency of any Insurer. If for some reason a prospective insurer does not meet our criteria, we will inform you and seek your specific approval before we place insurance with that insurer.

Attached please find a summary of the main terms of the recommended quote.

Aviva GPA/Sickness/Business Travel Cover Summary

POLICYHOLDER	Newhaven Town Council
INSURER	Aviva Insurance Limited
POLICY NUMBER	86418660ECA
PERIOD OF INSURANCE	01/06/2024 to 31/05/2025

CLIENT DETAILS

Trade	Local Government Authority
Assumptions:	None

GROUP PERSONAL ACCIDENT & SICKNESS

Cover

Accidental bodily injury to the person(s) insured, which occurs during the operative period and results in death or disablement.

Accidental Death/PTD/Capital Benefit

Insured Persons:	Clerical	
Operative Time:	24 hour	
Total Number of Employees:		5
Accidental Death/PTD/Capital Benefit Required:	£50,000	

Temporary Total Disablement

Total Number of Employees:		5
Fixed Weekly Benefit:	£500	
Deferment Period:	0 days	
Benefit Period:	104 weeks	

Accidental Death/PTD/Capital Benefit

Insured Persons:	Manual	
Operative Time:	24 hour	
Total Number of Employees:		1
Accidental Death/PTD/Capital Benefit Required:	£50,000	

Temporary Total Disablement

Total Number of Employees:		1
Fixed Weekly Benefit:	£500	
Deferment Period:	0 days	
Benefit Period:	104 weeks	

Accidental Death/PTD/Capital Benefit

Insured Persons:	Other	
Description of other persons:	Councillors	
Operative Time:	Occupational + Commuting	
Total Number of Employees:		18
Accidental Death/PTD/Capital Benefit Required:	£50,000	

Temporary Total Disablement

Total Number of Employees:		18
Fixed Weekly Benefit:	£500	
Deferment Period:	0 days	
Benefit Period:	104 weeks	

Accidental Death/PTD/Capital Benefit

Insured Persons:	Voluntary	
Operative Time:	Volunteer	
Total Number of Employees:		6
Accidental Death/PTD/Capital Benefit Required:	£50,000	

Temporary Total Disablement

Total Number of Employees:		6
Fixed Weekly Benefit:	£100	
Deferment Period:	14 days	
Benefit Period:	104 weeks	

MAXIMUM BENEFITS

Maximum Benefit, any one insured person: Death & Capital Benefit:	GBP500,000
Maximum Benefit, any one insured person: Temporary Total Disablement:	GBP1,000
Maximum Benefit, any one insured person: Temporary Partial Disablement:	GBP500
Maximum Accumulation Limit: Any one accident:	GBP15,000,000

Maximum Benefit, any one insured person: Multi-engine aircraft:	GBP10,000,000
Maximum Benefit, any one insured person: Single-engine aircraft:	GBP3,000,000

GENERAL CLAUSES/INFORMATION

Endorsements

GPA002 - Deal Endorsement

Policy Wording

Policy Wording: <https://static.aviva.io/content/dam/document-library/broker/BCOAS159621223.pdf>

Notice to Policyholders: <https://static.aviva.io/content/dam/document-library/broker/BCOBC13335022024.pdf>

[Important Information Link] <http://connect.avivab2b.co.uk/integrated/BCOBC14832102021>

Cyber Package Renewal Quotation

We are pleased to offer you the following renewal terms.

Your needs and requirements for insurance cover have been assessed as undernoted:

A liability policy designed to provide cover the businesses own and third-party risks associated with e-business, the Internet, networks and informational assets

Insurance designed to provide cover in respect of the main insurable risks faced by the business including

- Loss or damage to the business assets
- Liabilities to others as a result of the business activities
- The effects of loss or claims to the business

With terms which reflect the business's ability to absorb or transfer these risks.

Based on the information provided in:

- Our previous telephone conversation(s)
- Subsequent correspondence.

and nothing has changed since our last communication.

Please review your coverage and the Statement of Fact. If you are unable to confirm any of the statements, you should immediately contact your insurance broker. Failure to do so may affect your rights under the policy in the event of a claim.

Recommended Quote

As a result of our market activity, we recommend the following quote which we have obtained for you:

Policy	Cyber Package
Insurer	Travelers Insurance Company Ltd
Premium (Including IPT) (GBP)	740.52
Cover Period	01/06/2024 to 31/05/2025

The basis of our recommendation is:

We are providing a Personal Recommendation in relation to the suitability of this product to meet your needs.

Insurer Selection

Following a review of your requirements, we have selected an insurer and product after having carried out a fair and personal analysis of the market available to us for this type of insurance.

Attached please find a summary of the main terms of the recommended quote.

Cyber Package Cover Summary

POLICYHOLDER	Newhaven Town Council
INSURER	Travelers Insurance Company Ltd
POLICY NUMBER	UCWRP5596679
PERIOD OF INSURANCE	01/06/2024 to 31/05/2025

Client details

Number of Employees	5
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Turnover breakdown (Last completed financial year)

From UK (%)	100.00
From EU (%)	0.00
From USA/Canada (%)	0.00
From rest of world (%)	0.00

CYBER

Cover

Betterment Coinsurance - 50%
 Business Interruption Waiting Period - 12 hours
 Business Interruption Maximum Indemnity Period - 120 days

Liability:

Privacy and Security Liability - Policy aggregate Limit of Indemnity applies
 Media Liability - Policy aggregate Limit of Indemnity applies
 Regulatory Proceedings - Policy aggregate Limit of Indemnity applies

Breach Response:

Privacy Breach Notification - Policy aggregate Limit of Indemnity applies
 Computer and Legal Experts - Policy aggregate Limit of Indemnity applies
 Public Relations - Policy aggregate Limit of Indemnity applies
 Data Restoration - Policy aggregate Limit of Indemnity applies
 Cyber Extortion - Policy aggregate Limit of Indemnity applies
 Betterment - £50,000
 Rewards - £10,000

Cyber Crime:

Computer Fraud - £100,000
 Funds Transfer Fraud - £100,000 or 10% of the Limit of Indemnity whichever is the lesser amount
 Telecom Fraud - £100,000

Business Loss:

Business Interruption - Policy aggregate Limit of Indemnity applies
 Accounting Costs - £50,000

Reputation Harm - £100,000

Dependent Business Interruption - IT Provider - £100,000 or 10% of the Limit of Indemnity whichever is the lesser amount

Dependent Business Interruption - Outsource Provider - £100,000 or 10% of the Limit of Indemnity whichever is the lesser amount

Limit of Indemnity

GBP: 100,000

Excess

GBP: 2,500

Subject To

Please note: cover cannot be bound until these subjectivities have been answered to the satisfaction of Travelers Insurance Designated Activity Company.

By confirming cover you are confirming agreement to the following statements:

Policy level:

- a. The insured's latest financial report and accounts showing a positive net worth.
- b. The insured's latest financial report and accounts showing a profit for the last financial year.
- c. The Insured's business does not include activities of: regulated or unregulated financial institution or financial advisor, casino operator, adult entertainment, religious group, political party or association, animal experimentation, medical trials, professional sports club.

Comments

Cyber Cover is subject to you meeting the following acceptance criteria:

Insured has active antivirus protection and firewalls on all IT systems, computers, networks and portable devices (including any personal employee devices where these are used to access the Insured's network). Agree

The Insured has backup and recovery procedures in place for all important business and customer data. Agree

All mobile computing devices (including tablets, mobile phones, laptops and any personal employee devices where these are used to access the Insured's network) and portable data storage (including USB sticks, portable hard drives and flash drives) have encryption enabled. Agree

The Insured has an up to date disaster recovery plan, business continuity plan or equivalent to respond to a computer system disruption. Agree

The Insured has media and website content controls in place which address infringement of intellectual property rights, defamation and personally sensitive information. Agree

The Insured has a patch management procedure in place for all software, IT systems, computers, networks and portable devices (including any personal employee devices where these are used to access the Insured's network). Agree

The Insured is either compliant with, or not subject to, the Payment Card Industry Data Security Standards (PCI-DSS). Agree

In the past 3 years the Insured has not experienced i. a network or computer system disruption due to a cyber attack or system failure, or ii. an actual or suspected data breach, or iii. a cyber extortion demand. Agree

In the past 3 years the Insured has not received any complaints or claims involving data protection laws, intellectual property rights, defamation, rights of privacy, identity theft, denial of service attacks, computer virus infections, theft of information, damage to third party networks, or access to the Insured's network. Agree

The Insured's business does not include activities of: casino operator, creator of computer software or hardware,

adult entertainment, religious group, political party or association, animal experimentation, medical trials or professional sports club. Agree

If the insured disagrees with one or more of the above, please provide us with any additional information about that particular statement(s) that may help us provide a quote.

Applicable to all covers:

In the past five years, no claim (whether successful or not) has been made against the insured or any principal, partner, director, employee in respect of any selected cover. Agree

That after enquiry, the insured is not aware of any circumstance which might give rise to a claim in respect of any selected cover. Agree

That the insured does not have any trading subsidiary located outside the UK or Republic of Ireland for which cover is sought. Agree

That the insured is not planning an Offering (debt or equity), Merger, Acquisition or TUPE arrangement (including similar arrangements in other EU countries) in the next 18 months.

That no director or officer with the insured has ever been disqualified, the subject of any application for a disqualification order or disqualification proceedings, irrespective of the outcome.

Summary

We have concluded our renewal report which we trust has demonstrated the level of expertise and commitment; renewing your insurances with James Hallam will bring.

We look forward to receiving your renewal instructions prior to the renewal date to ensure that cover remains in place.

Our Remuneration

In arranging these insurances, we receive remuneration from insurers by way of commission which is included within the quoted renewal premiums. You are entitled, at any time, to request information regarding the amount of remuneration we have received as a result of placing your insurance business.

Premium Payment & Taxes

Premiums are due at date of renewal or date of amendment. A premium instalment facility is available, and we would be happy to provide you with a specific quotation if this is of interest. Under FCA regulations we have stringent obligations in terms of premium collection on behalf of insurers and are not able to offer any informal terms of credit or delayed premium payment.

Insurance premiums are subject to Insurance Premium Tax at a rate of 12% (20% for Personal Travel Insurance.) The premiums indicated in this report are inclusive of these taxes. Certain classes of service e.g. Engineering Inspection are subject to Value Added Tax and premiums shown are inclusive of V.A.T. An invoice detailing the V.A.T element will be issued to enable recovery of VAT if you are registered.

Important Information

Explanation of Key Insurance Terms

The Insurance Industry uses a number of technical terms which are not always easily understood by parties working outside of the Industry. To assist you in understanding your insurance policy we have prepared the following summary which will help explain some of the key terms Insurers use.

Average

If you are found to be underinsured, the Insurers will reduce any claim by the same proportion. In simple terms, if you have bought only half the cover you should have, your Insurers will only pay half of your loss.

Basis of claims settlement

Whilst this will always be defined within the policy wording, the two most common methods of settlement are:-

Reinstatement as new (New for old)

Here an insurer will agree to pay the replacement costs as new, on a like-for-like basis in the event of a total loss of an insured item. The majority of both business and domestic contents insurance covers are arranged in this manner.

Indemnity

Here the policyholder is restored (so far as is possible) to the same financial position they were in immediately prior to the insured loss. This differs from reinstatement as new as an allowance is taken for age, wear and tear and depreciation.

POLICY CONDITIONS

All Insurance policies will contain certain policy conditions. These must be complied with at **ALL** times as failure to do so will relieve the insurer from any obligation to pay a related claim.

Material Circumstances (see also Insurance Act 2015 enclosure)

These are any details which an Insurer would regard as likely to influence their acceptance and assessment of a risk. It is essential James Hallam are kept informed at **ALL** times of any changes to your business that could affect an underwriter's consideration of the risk. Some examples, but by no means an exhaustive list of such are as follows:-

- Change of business activities
- Loss of alarm protection or police response
- New sales markets (e.g. Exports to North America)
- Past losses or incidents whether insured or otherwise

- Changes to processes, premises occupancy or products
- Contractual commitments
- Acquisitions and changes of ownership
- Criminal offences, prosecutions, bankruptcy or insolvency of partners of directors

SUM INSURED

This is the maximum amount an insurer will pay under a contract of insurance. You must be careful to adequately insure otherwise you may find yourself subject to imposition of the **average clause** as defined above.

For buildings and contents insurance your sum insured should reflect rebuild and new replacement values respectively. Stock items are normally insured on a cost price basis.

The sum insured for Business Interruption cover should reflect the estimated annual gross profit or gross revenue of the business plus an allowance for sales trends. This is then multiplied by the selected indemnity period (usually 12, 24 or 36 months.)

Gross Profit is normally defined as the difference between:

Turnover + Closing Stock & Work in Progress

AND

Opening Stock + Work in Progress and Uninsured Working Expenses (Purchases, net of discounts, packaging /carriage and bad debts)

It is important to note an insurer's definition of gross profit normally differs from that used by accountants.

Whilst we hope you will find this summary of help when it comes to understanding the workings of your insurance policy it must be remembered this is only a brief resume of some of the key terminology used. As your appointed broker James Hallam will **ALWAYS** be happy to provide guidance on any matter relating to your insurance needs so please do not hesitate to contact us.

How to make a claim

All insurance policies contain details of the types of incidents and losses that need to be notified and how this should be done. In most cases the notification of incidents is governed by a number of **strict policy conditions** which if not complied with can relieve the insurer of all liability.

It is therefore essential you familiarise yourself with the policy claims notification clause and if in doubt refer to James Hallam for guidance.

Outside of office hours please utilise your insurers' claims helpline telephone number which can be found within the policy wording.

Your Service

We would just like to remind you of some of the benefits of being a customer of James Hallam and what we do for you as a matter of course.

As an independent broker we believe we have a very different approach to many of our competitors:-

- You will be helped by specific individuals not a call centre
- You will receive independent unbiased advice
- Your enquiries will be dealt with promptly and efficiently
- You will be provided with cover specific to your needs
- You will receive help and support in getting claims settled promptly & fairly
- Your interests will be put first at all times
- James Hallam will not charge you an administration fee for midterm changes

Your loyalty and custom are greatly valued and if you feel we can improve in any way please do let us know.

Remuneration

In arranging this insurance, we receive remuneration from the insurer by way of commission which is included within the quoted renewal premium. You are entitled, at any time, to request information regarding the amount of remuneration we have received as a result of placing and advising you on your insurance requirements.

The Insurance Act 2015

Now enacted by Parliament, the Insurance Act 2015 came into effect on 12th August 2016 and has the primary purposes of ensuring better exchange of information between insurer and insured, reducing the number of claims rejected and legal disputes and increasing confidence in the insurance sector.

The Insurance Act imposes an obligation on **all policyholders** to make a “**fair presentation of the risk**” they wish to insure. Failure to do so could have a significant impact – claims could be reduced or not paid at all.

What is a fair presentation of the risk?

A presentation that discloses, in a manner that is reasonably clear and accessible, every material circumstance which is known or ought to be known by the Policyholder’s senior management, or those responsible for arranging insurance, following a reasonable search.

Material Circumstance – this is anything which would influence the judgement of a prudent insurer in determining whether to take the risk and, if so, on what terms. There is no specific limitation on what constitutes a material circumstance, but examples include prior claims, your financial history, convictions of key personnel and your business activities.

Known or ought to be known – to disclose material circumstances that you actually know but also those you ought to know. If the information is readily available to you but you do not disclose it due to a lack of enquiry or “turning a blind eye” you will have breached your duty to fairly present the risk. Any knowledge we have as your broker must also be presented to Insurers.

Senior Management – for the purposes of the Act (but is not limited to) – Senior Management includes anyone who has a key role in making decisions on behalf of the business, even if they do not sit on the board or if they do not officially have a management role. You should take the time to carefully identify who within your business is best placed to identify any information that may be relevant to insurers when considering the particular risk and type of policy.

Reasonable Search – you are obliged to undertake a reasonable search. When considering the extent of your search you should take into account the nature of the insurance you wish to purchase and consider who within your organisation is best placed to provide relevant information.

Reasonably clear and accessible – all information must be provided to insurers in a clear and accessible manner. This means that information must not be provided in an ambiguous way. The new rules prevent Policyholders from concealing key facts amongst large volumes of less relevant or immaterial information.

What happens if you do not fairly present the risk?

Insurers do have differing remedies depending upon the nature of the breach and what would have happened had you fairly presented the risk:-

Deliberate or reckless presentation of the risk – insurers are entitled to avoid the policy and retain all premiums. Insurers can treat the policy as if it never existed and would result in no claims being paid. You could also be required to repay any claims payments that have already been made.

Failure to present the risk fairly however this was not deliberate or reckless – insurers may still avoid the policy if they can demonstrate that the policy would not have been provided if you had represented the risk fairly. Insurers could be required to repay the policy premium to you, although they would be required to make no payment in respect of claims, and you would be required to repay any claims payments already made.

If Insurers can demonstrate that they would have provided a policy however on different terms – the policy would be treated as if those terms applied from the commencement of the policy. These additional terms could be increased excess or additional exclusions. The additional terms may result in no payment being made in respect of any particular claim.

If insurers would have provided the policy and charged an increased premium – the amount insurers will pay will reduce by proportion to the difference between the premium actually paid and the premium that would have been charged had the risk been fairly presented. EG if a fair presentation would have resulted in the premium doubling, any claims payment under the policy will be halved.

Contracting Out

Subject to certain limitations, insurers may choose to “contract out” of the Act.

When an insurer elects to contract out of any provision of the Act it may be deemed to be “disadvantageous” to customers.

In these circumstances the insurer must in clear terms confirm which clause or clauses of the Act it has elected to opt out of and what it specifically means to you as the policyholder together with the implications.

When this situation arises, as your insurance broker, James Hallam will ensure these requirements are met.

Terms of Business

This agreement is intended for 'Commercial' customers rather than 'Consumers' (retail customers); Commercial customers are those that are – to any extent – acting within their trade, business or profession. If you are not a Commercial customer, ask us for our Consumer Terms of Business Agreement.

Acceptance

The purpose of this agreement is to set out our professional relationship and detail the services we will provide to you. For your own benefit and protection, you should read all of the information carefully and, we would like to draw your attention to the 'Duty of Fair Presentation', the 'Processing of your Personal Data' and also the 'Client and Insurer Money' sections. By asking us to quote for, arrange or handle your insurances, you are deemed to be providing your informed agreement to these Terms of Business. If you do not agree to any part of the information, please write to us.

This agreement will supersede any previous version of our Terms of Business

Who regulates us?

James Hallam Limited is authorised and regulated by the Financial Conduct Authority (FCA). Our Firm Reference Number is 134435. Our details may be confirmed on the Financial Services Register at <https://www.fca.org.uk/firms/financial-services-register> or by calling 0800 111 6768.

Our permitted business is introducing, advising, arranging, dealing as agent, and assisting in the administration and performance of general insurance contracts, and credit broking in relation to insurance instalment facilities.

Our Service

We act as an intermediary, not an insurer.

We are committed to providing you with a quality service. We only select from insurance products in which we have confidence to meet the needs of our clients.

As a broker, we will act on your behalf when arranging your insurances, when helping you make changes to your policy when you renew your insurance or when you make a claim. If there are any circumstances when we act as an agent of the insurer (e.g., in binding the insurer to contract or in handling or settling claims) we will let you know before your insurance arrangements are concluded.

Under risk transfer, we also act on behalf of insurers when collecting premiums and handling refunds due to clients as well as the transfer of claims monies. Such monies are deemed to be held by the insurer(s) with whom your insurance is arranged.

If you mislay your policy at any time, we will arrange a replacement policy document, if you request it.

As your agent and unless we hear from you otherwise:

We will assist in arrangement and administration of your insurances (and on-going changes) including agreeing the terms and conditions of your insurance policy with insurers consistent with your instructions.

Upon receipt of your instruction we will place, amend or renew insurance cover on your behalf with insurers.

We will advise you of any inability to place your insurance.

We will assist you if you need to make a claim, or where we outsource claims handling facilities to provide you with an enhanced service.

You should not rely on any insurance policy you have instructed us to place on cover until we have confirmed in writing to you that the insurer has agreed to such insurance cover being in force

Scope of Our Recommendations

We will ask questions to enable us to help identify your insurance requirements; this may include checking information that we already hold about you and your existing insurance arrangements with us and other parties.

Unless stated otherwise we will make a personal recommendation to you as the most suitable based upon our assessment of your needs and our experience of dealing with similar risks. This may or may not always be on the basis of a fair and personal analysis of the market (see below).

The recommendation will include a summary of our assessment together with type of policy and cover proposed and the associated cost.

We will undertake to provide you with details of the main features of the product and services, which we will offer.

Where we are making a personal recommendation based on a fair and personal analysis of the market, this will involve an assessment of a sufficient number of target market products, their product features, the premium and the service provided by the insurer.

We are not under a contractual obligation to do so, but on occasion, we may only be able to offer the products from a single insurer or from a panel of insurers at which time we will provide you with a list of the insurers concerned prior to the conclusion of your insurance arrangements.

If we propose using another intermediary to help to place your business, we will also advise you accordingly.

Where we declare that we are not providing a personal recommendation we will simply provide you with information (with no advice) to enable you to make an informed decision on how you wish to proceed.

Law and Jurisdiction

These Terms of Business are governed by and in accordance with the laws and jurisdiction of England and Wales.

If you are domiciled in a country other than the UK, then the laws or regulations in your country of domicile may take precedence over any relevant UK legislation. Therefore, references in this document to the FCA or Financial Ombudsman Service (FOS) and any rights or benefits may not apply.

Limitation and Exclusion of Liability

Unless we have otherwise agreed with you in writing our liability to you (whether in contract or tort including negligence) will in all circumstances be limited up to £10,000,000 per any one claim and also in the aggregate..

Notwithstanding the preceding paragraph we shall not be liable to you under any circumstance for any loss of profit indirect loss or consequential loss whatsoever.

This exclusion and limitation will not apply in respect of our liability:

- i) arising from any fraudulent act or
- ii) for death or personal injury arising from our negligence or
- iii) from any duty or obligation owed to you under any statutory or regulatory stipulation.

Your Duty of Fair Presentation Under the Insurance Act 2015

You have a Duty of 'Fair Presentation' which means you must:

- Disclose all "material circumstances" which you know or ought to know or, failing that,
- Provide sufficient information to put the underwriter on notice to ask further questions.

In providing a Fair Presentation you are deemed to know what your senior management knows, what the people arranging the insurance know and ought to know what would reasonably have been revealed by a reasonable search. There is no longer an exemption from providing information about matters which are subject to a warranty (including any breaches) which should now form part of the fair presentation

You do not have to disclose information if the insurer already knows it, ought to know it or is presumed to know it. The insurer knows what is already known to its underwriter or their agent. The insurer is presumed to know what underwriters writing that class of business should know.

All statements and information disclosed verbally and on proposal forms, statements of fact, claim forms, declarations and other documents should be completed in full, and be true and accurate. Where forms are completed or partially completed on your behalf you should check them for accuracy before signing. If you are in any doubt as to whether a fact is material, you should disclose it.

FAILURE TO COMPLY MAY ENTITLE THE INSURER TO AVOID THE POLICY, IMPOSE ADDITIONAL TERMS OR REDUCE CLAIMS PAYMENTS.

Notification of Changes and Alterations

Please notify us immediately in the event of any change in your circumstances which are detailed in your proposal form or statement of fact.

We would also refer you to the section titled **Your Duty of Fair Presentation** which details your duty to always provide complete and accurate up to date information to your insurers.

Amendments to policies after inception may be arranged upon receipt of your instructions with full details. Cover is subject to acceptance by insurers and the payment of any additional premium required, if applicable.

Renewals

Renewals are invited on the basis that there have been no changes to your circumstances or the risk other than those specifically notified to your insurers and for which you have received an acknowledgement and revised documentation. Please see section headed **Notification of Changes and Alterations** which also outlines your duty of care with regards to Disclosure and Fair Presentation.

Insurer Security

Insurers are subject to FCA regulation and are required to have adequate capital resources. We carry out regular due diligence checks on all insurance markets used but cannot guarantee the solvency levels of any individual insurer. Your liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer

becomes insolvent. An insolvent insurer may also be unable to meet a proportion or all of any claim made. Consequently, we recommend that when selecting an insurance product, also consider insuring with those firms with higher credit ratings which also satisfy our requirements. Should you be concerned or require any further information regarding your insurer then we will discuss this with you on request.

Quotations

Quotations are valid until the date cover commences up to a maximum of 30 days, unless otherwise stated. Specimen policy wordings are available upon request.

Documentation

Documentation including your policy schedule and certificate (if applicable) will be issued to you in a timely manner.

It is your responsibility to read all documentation upon receipt to ensure that all details are correct and that the cover provided meets with your requirements.

We will arrange cover according to your instructions but only you can identify if this does not meet your intended requirements.

Any query regarding the accuracy of the information shown or any uncertainty over the content should be raised with us immediately.

Incorrect information disclosure or non-disclosure may invalidate your policy cover completely or mean that in the event of a claim all or part of it may not be paid.

Payment of Premium

We must receive your payment, unless it is made by you directly to the insurer, by cheque, credit or debit card, or be in receipt of a completed Direct Debit Mandate (with deposit if required) drawn on a bank or building society or UK financial institution account in the policyholder's name and before cover commences unless we agree otherwise in writing.

We do not accept payment by cash or postal order but a bankers' draft or building society cheque is acceptable if it shows the policyholder's name as account holder.

We have no obligation to fund any premium, taxes or fees (if applicable) on your behalf nor do we have any responsibility for any loss you may suffer as a result of cancellation of insurance cover, or any other prejudicial steps taken as a result of late or non-payment substantially attributable to you. If we decide to retain certain documents whilst awaiting full payment of premium, fees or administration charges we shall provide details of your insurance cover and any information or documents required by law.

We are entitled (but not obliged) without providing notice to you to set off any amounts due to us from you, against any amounts which we may receive on your behalf (i.e. claims moneys, refunded premiums and other sums). Please be aware that full or partial non-payment of a premium or default on a credit agreement may result in the notice of cancellation or lapsing of your policy. You will also be responsible for any collection costs, legal fees and court costs that we may incur in recovering debts due from you.

Transferred Business

When we are appointed to service insurance policies other than at their inception or renewal and which were originally arranged by another party, we shall not be liable during the current insurance period for any loss arising from any errors or omissions or gaps in your insurance cover or advice not previously supplied by us. Should you have any concerns in respect of a policy which has been transferred to us, or if you require an immediate review of your insurance arrangements, you must notify us immediately. Otherwise, we shall review your insurance arrangements and provide advice accordingly, as each policy falls due for renewal.

Cancellation

You may cancel your policy at any time.

On receipt of your request, we may require you to confirm your instructions in writing and also return the policy document.

You may be entitled to a refund of premium where no claims have been made and or where a minimum and deposit premium has not been charged.

Please refer to your policy documents for full details of the cancellation terms

Ending your Relationship with Us

Subject to your immediate settlement of any outstanding premiums and fees, you may instruct us to stop acting for you and we will not impose a penalty. Your instructions must be given in writing and will take effect from the date of receipt.

If our authority to act in connection with your insurance arrangements is terminated (by you or us), you will remain liable to pay for any premium or fee for any transaction concluded prior to the termination. Any transaction in progress at the time of termination will be completed unless we receive written instructions to the contrary.

You will also be liable for the payment of any premium or fee, which may become due upon completion of any pending transaction.

We also reserve the right to cancel this agreement at any time. In any event, we will provide you with at least 7 days' notice in this regard to enable you to make alternative insurance arrangements. Valid reasons may include non-payment of premium or fees, failure to provide requested documentation or information, deliberate failure to comply with terms set out within this Agreement or insurer's documentation, or deliberate misrepresentation or non-disclosure or attempted fraud. We will notify you of any such termination in writing together with an explanation for our decision if appropriate.

Claims

We will assist you with advice and guidance when you make a claim under your policy, but it remains your responsibility to have read, understood or queried all documentation upon receipt. All incidents that could possibly give rise to a claim must be notified to us or your insurer in accordance with the terms of your policy and a claim form completed where required. Delay on your part in notifying a claim and/or completing required forms will risk a loss you suffer not being paid or being paid in part only.

You must not in any circumstances admit liability for a loss or agree to any course of action, other than emergency measures carried out to minimise the loss, as you risk a loss you suffer not being paid or being paid in part only. All correspondence, claims, writs, summonses etc. should be forwarded immediately, unanswered, either to us or to your insurer. You are also reminded of your duty to keep all losses and costs arising from an incident to a minimum and that failure to comply with the policy terms and conditions may invalidate cover.

We will remit claims payments received on your behalf to you as soon as practicable after confirmation of receipt of cleared funds in our bank account.

If an insurer becomes insolvent or delays making settlement, we do not accept liability for any unpaid amounts. We reserve the right to charge for our claims service if you request this to extend beyond our appointment to your policy and this will be confirmed in writing before you incur any charge.

If our authority to act in connection with your insurance arrangements is terminated (by you or us) we will immediately cease to handle and manage claims already reported and will be unable to deal with any which may be subsequently incurred.

Severability

If any provision of these Terms of Business is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms of Business and the remainder of the provision in question will not be affected.

Assignment

We are entitled to assign the benefits of these Terms of Business (but not the burdens as set out in these Terms of Business) to any other company within the Group of Companies of which we are part of but then only for so long as such the Company remains a member of the said Group. We are entitled to transfer Client Monies to a similar bank account held in the name of any other company within the Group of Companies of which we are a part but then only for so long as such Company remains a member of such Group.

Our Remuneration / Fees

In return for placing your business with insurers underwriters and or other product providers, we generally receive a commission from them which is a percentage of the annual premium that you are charged.

We may on occasion also receive additional payments from insurers depending upon the volume of our account with them and or the profitability of that account.

For arranging premium instalment facilities, we earn commission from our premium finance provider(s) which is usually a percentage of the interest that you pay. This means that the amount you pay for credit and the overall cost of arranging your insurance will vary according to the interest charged by the lender and the amount of commission we earn. There may be occasions where there is a choice of instalment payment options which may charge different interest rates. Typically, we will not receive any instalment payment commissions from insurers if policies are placed on direct debit instalment arrangements with the insurer. We will only receive commissions from the premium finance providers.

Using premium finance or paying an insurer direct debit arrangement (rather than paying the premium in one amount) makes the overall total cost of the insurance more expensive.

A full breakdown of the cost of your insurance including any administration fee and the cost of credit where applicable will be provided as part of your new business or renewal quotation before you decide whether to proceed.

In any instance where we elect to either charge you a Brokerage Fee in addition to or in lieu of commission, we will confirm to you, prior to the conclusion of your insurance arrangements, the method of the remuneration and the amount of any fees payable by you.

You are entitled at any time to request information regarding any commission which we may have received as a result of us placing your insurance business or arranging premium finance. Please be assured that the way in which we are remunerated will not at any time conflict with our responsibilities to meet your insurance needs and treat you fairly.

Our remuneration in whatever form and in respect of any policy shall be due on the date of inception or renewal of that policy. We shall be entitled to retain all commission and/or agreed fees in respect of the full policy period including

where you appoint another intermediary in our place during the currency of the existing policy or where a policy is cancelled after inception or renewal.

Conflict of Interest

Circumstances may arise where we may have a potential conflict of interest between us and you or between you and another of our clients.

For example, we may arrange insurance for you through Touchstone Underwriting Ltd which is a wholly owned Managed General Agency of Seventeen Group Ltd, who also own James Hallam Ltd.

We operate conflict management policies and procedures which are designed to prevent any conflict of interest adversely affecting or compromising your interest. In such instances we will always act in your best interests when arranging such cover.

If you wish to discuss this arrangement, please contact us.

Client and Insurer Money

Prior to your premium being paid to the insurer, and for your protection, we hold your money as an agent of the insurer, (termed risk transfer) in which case your policy is then treated by the insurer as being paid for, and the premium being held in a client bank account on trust for you.

The account in which these funds are kept is a Non-Statutory Trust Account (as defined by the FCA Rules). This means that we may extend credit to other customers from this account.

However, your money will be always protected because of the requirements of FCA rules. We also reserve the right to retain interest earned on this account.

By accepting these Terms of Insurance Business document, you are giving your consent for us to operate in this way.

Processing your Personal Data

In our dealings with you, we will always comply with all applicable Data Protection Legislation (including, as appropriate, the Data Protection Act 2018, the General Data Protection Regulation, any relevant secondary legislation, and any amendments or replacements to any of these). Please ensure that if applicable your directors, employees, contacts and agents are aware of this section on Confidentiality and Data Protection.

We implement generally accepted standards of technology and operational security in order to protect personal data from loss, misuse, or unauthorised alteration or destruction. We will notify you and all relevant individuals promptly in the event of any breach of personal data which might expose you or (if applicable) your directors, employees, contacts or agents to serious risk.

- (a) Individuals have the following rights in respect of their personal data held by us:
- (b) to access any personal data which we hold on them. This may be obtained by writing or emailing to the Data Privacy Officer [details as shown below]. Where permitted under Data Protection Legislation, a nominal charge may apply for providing the information;
 - (c) to be provided with information about how their personal data is processed (this information is set out in these Terms of Business); to have their personal data corrected where necessary (they should contact us promptly if they become aware of any incorrect or out-of-date information);
 - (d) to have their personal data erased in certain circumstances (please refer to the appropriate data protection legislation or consult the Information Commissioner's Office for information or details);
 - (e) to object to or restrict how their personal data is processed;
 - (f) to have their personal data transferred to themselves or to another business.

Individuals also have the right to take any complaints about how we process their personal data to the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF <https://ico.org.uk/concerns> or by calling 0303 123 1113.

For more details, please request a copy of our Privacy Policy which can also be viewed on our website. If you wish to exercise any of your rights [as stated above] or if you have any query in relation to the processing of your Personal Data please address any correspondence to:

The Privacy Officer, James Hallam Ltd, 10th Floor, 2 Minster Court LONDON EC3R 7BB or email us at: privacy@jameshallam.co.uk

We may collect, use, transfer or store personal data relating to you (applicable to individuals only) or where applicable your directors, employees, contacts and agents where necessary in order to:

- (a) perform insurance contracts with individuals or take steps at an individual's request prior to entering into such a contract.

Exercise our legitimate business interests as an independent insurance broker in order to provide the relevant information and services.

- (b) carry out other functions with express consent (which may be amended or withdrawn at any time by notifying us);
- (c) comply with our legal obligations.

Where you provide personal data relating to any individual you must ensure that you are entitled to do so.

We will use that personal data and may disclose some or all of it to other parties, for the purposes of arranging, placing and administering your insurance. These other parties may include the FCA for compliance matters; insurance companies and other agents for underwriting and claims purposes and credit agencies for premium collections identity checks and anti-fraud protection. We may also monitor and record phone calls in the interests of security and staff training.

We may in addition use personal data for communicating with you about our insurance products and services (and similar products or services provided by us). Communication with you in this regard may include mail, SMS text, telephone or email. If individuals do not want us to use their information in this way, they should notify us promptly in writing or email to that effect or use the unsubscribe option provided in each communication.

We will never sell personal data or, except as mentioned above, make it available to any third parties without appropriate prior consent (which may be freely amended or withheld) except where required to do so by law or in the event that we sell any part of our business or assets (in which case we may disclose personal data confidentially to the prospective buyer as appropriate in accordance with our legitimate interests in that respect).

Notwithstanding the above, all personal data of a sensitive nature (as defined in the Data Protection Legislation) will be treated as strictly private and confidential.

We will not use or disclose it except either with explicit consent or where we are required to do so for legal or regulatory purposes and/or permitted to do so by the Data Protection Legislation.

In processing personal data for insurance purposes about health or criminal offences we will only do so to enable us to provide our service to you and because of it being in the public interest.

Complaints

It is our intention to always provide a high level of service. However, if you have reason to make a complaint about our service, please address any correspondence to:

The Complaints Officer, James Hallam Ltd, 10th Floor, 2 Minster Court LONDON EC3R 7BB or email complaints@jameshallam.co.uk

. You may be entitled to refer the matter subsequently to the Financial Ombudsman Service (FOS).

You will be able to do this if you fall within any of the following categories;

- Consumers (private individuals acting for purposes which are wholly or mainly outside that individual's trade, business, craft, or profession)
- Micro-enterprises (businesses employing fewer than 10 persons and with a turnover or annual balance sheet total not exceeding €2 million)
- Other small businesses (with an annual turnover of below £6.5m, and less than 50 employees or with an annual balance sheet total of below £5 million)
- Charities with an annual income of under £6.5 million
- Trustees of a trust with a net asset value of under £5 million

Whether you are so entitled will not affect the promptness and fairness with which we will strive to resolve any complaints. You can contact the FOS by telephone on 0800 023 4567 and further information is available at www.financial-ombudsman.org.uk. If you do decide to refer any matter to the FOS your legal rights will not be affected. (If your complaint cannot be resolved immediately, you may be required to put this in writing for us to investigate further).

A copy of our complaints procedure is available on request.

Rights of Third Parties

Unless otherwise agreed between us in writing, no provision of this Terms of Business is enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person other than you or us.

Financial Crime

As an FCA regulated company, we work within its regulatory framework designed to prevent financial crime – such as financial sanctions, money laundering, fraud or bribery and corruption. We may need to seek additional information from you to ensure compliance with these obligations

We are required to report to the National Crime Agency and / or Serious Fraud Office any evidence or suspicion of financial crime.

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business, the size of your business and the circumstances of the claim. Insurance advising and arranging is covered for:

- 90% of the claim, without any upper limit;
- 100% of the claim without any upper limit for compulsory classes of insurance (such as Third-Party Motor or Employers Liability); and 'pure protection' contracts, professional indemnity insurance, and general insurance claims arising from the death or incapacity of the policyholder owing to injury, sickness or infirmity, all where the insurance intermediary has failed to pay money to an insurer, pay away money it has received from an insurer, or has failed to take steps to allow the insurer to effect the contract of insurance.

Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or by visiting www.fscs.org.uk/

Ref: Commercial TOBA 10.7 DEC 2022



Spargo House
10 Budshead Way
Plymouth
Devon
PL6 5FE

Tel: 01752 670440

www.jameshallam.co.uk

Authorised and Regulated by the Financial Conduct Authority Registered in England No: 1632840
Registered office: 156 South Street, Dorking, Surrey, RH4 2HF



NEWHAVEN TOWN COUNCIL

Ken Dry
Town Clerk

TOWN COUNCIL OFFICES
18 FORT ROAD
NEWHAVEN
EAST SUSSEX
BN9 9QE

Tel: (01273) 516100
Email: admin@newhaventowncouncil.gov.uk

To: Annual Meeting **Agenda Item 13**

Date: 14th May 2024

Report Contact Town Clerk

Subject: **Annual Subscriptions**

1. One of the items which Council is required to note at the Annual Meeting of the town council is its payment of annual subscriptions. The purpose of this report is to clarify to councillors the rationale and costs for the same.

East Sussex Associations of Local Councils

2. The Sussex Associations of Local Councils (SALC) represents the interests of its member Local Councils across East Sussex. The Association are affiliated to the National Association of Local Councils (NALC) and the membership charge includes membership of the National Association.
3. The role of the Associations is to encourage, represent, advise and train its member councils and to ensure that the voice of the first tier of local government is heard across both counties, the South East Region and by the Government.
4. These are some of the services provided by SALC:
 - Represent the interests of Town and Parish Councils in Sussex, locally, regionally & nationally.
 - Provide guidance, information & advice – in particular legal, financial, employment, planning and procedural.
 - Represent the interests of member councils if disputes arise with Districts, Boroughs, or the County Council
 - Support councils at times of emergency and need e.g., provision of locum clerk, recruitment or as an independent adviser to dispute resolution.
 - Over 60 training events yearly + bespoke training events to suit your councils' needs – all at member rates.
 - Access to the ESALC website, which includes a great deal of information e.g., Updates on legislation, hot topics, upcoming events, clerk vacancies, local council news etc.
 - Access to the Chief Constable & PCC twice yearly.
5. Although SALC does provide these services to Clerks as well as councillors, it is the Council which is a member, and the organisation primarily exists to support councillors to perform their roles.

6. Membership fees are calculated on a sliding scale according to member's Precepts. Membership for 2024-25 is £2222.51 and was paid April 2023.

LCR Magazine subscription

7. This is a useful magazine produced by NALC and delivered to the town council offices.
8. The subscription costs £17.00 per annum.

Lewes District Association of Local Councils

9. This is a more local version of SSALC for town and parish councils in the Lewes District Council area. The association represents the interests of the town and parish council sector at district level. It arranges regular meetings to discuss items of mutual interest.
10. The annual subscription falls due in August and costs circa £50.00.

Newhaven Chamber of Commerce

11. Membership of the local Chamber of Commerce enables the town council to keep in close contact with local businesses and gauge their views about local issues.
12. The annual membership charge for 2024 is anticipated to be £99.

Society of Local Council Clerks

13. The Society of Local Council Clerks is the professional national body for local council clerks and senior council employees. It represents clerks to over 5,000 councils in England and Wales.
14. It provides professional training, guidance and support to its members and is an extremely valuable source of these for the town council's staff.
15. The town council pays for both the Town Clerk, Deputy Town Clerk and the Responsible Finance Officer (RFO) to be members of the Society. Membership fees are on a sliding scale according to the town council's Precept and the salary of the individual will be circa £418 per annum for the Town Clerk, £288 for the Deputy Town Clerk, and £229 for the RFO. There are also separate fees payable to the Association of Local Council Clerks, which is now a separate organisation offering trade union type of support to Clerks and other senior officers at a cost of £50.00 per year.

Recommendation

16. That all subscriptions be maintained until the next review and Annual Full Council Meeting.



Mrs A Campbell
Newhaven Town Council
18 Fort Road
Newhaven
BN9 9QE

30 April 2024

Dear Alison

Re: Newhaven Town Council
Internal Audit Year Ended 31 March 2024 – Year-End Audit report

Executive summary

Following completion of our year-end internal audit on 30 April 2024 we enclose our report for your kind attention and presentation to the council. This report contains details of the additional testing conducted at year-end and should be considered alongside the interim audit report issued following our interim audit on 8 November 2023. The audits were conducted in accordance with current practices and guidelines and testing was risk based. Whilst we have not tested all transactions, our samples have where appropriate covered the entire year to date.

Our report is presented in the same order as the assertions on the internal auditor report within the published AGAR. The start of each section details the nature of the assertion to be verified. Testing requirements follow those detailed in the audit plan previously sent to the council, a copy of this is available on request. The report concludes with an opinion as to whether each assertion has been met or not. Where appropriate **recommendations for action are shown in bold text and are summarised in the table at the end of the report.**

Our sample testing did not uncover any errors or misstatements that require reporting to the external auditor at this time, nor did we identify any significant weaknesses in the internal controls such that public money would be put at risk.

It is clear the council takes governance, policies and procedures seriously and I am pleased to report that overall, the systems and procedures you have in place are fit for purpose and whilst my report may contain recommendations to change these are not indicative of any significant failings, but rather are pointers to improving upon an already well-ordered system.

It is therefore our opinion that the systems and internal procedures at Newhaven Town Council are well established and followed.

Regulation

The Accounts and Audit Regulations 2015 require smaller authorities, each financial year, to conduct a review of the effectiveness of the system of internal control and prepare an annual governance statement in accordance with proper practices in relation to accounts. In addition to this, a smaller authority is required by Regulation 5(1) of the Accounts and Audit Regulations 2015 to “undertake an effective internal audit to evaluate the effectiveness of its risk management, control and governance processes, taking into account public sector internal auditing standards or guidance.”

Internal auditing is an independent, objective assurance activity designed to improve an organisation’s operations. It helps an organisation accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness

of risk management, control and governance processes. The purpose of internal audit is to review and report to the authority on whether its systems of financial and other internal controls over its activities and operating procedures are effective.

Internal audit's function is to test and report to the authority on whether its specific system of internal control is adequate and working satisfactorily. The internal audit reports should therefore be made available to all Members to support and inform them when they considering the authority's approval of the annual governance statement.

Independence and competence

Your audit was conducted by Michelle Webber on behalf of Mulberry & Co. We confirm we are independent from the management of the financial controls and procedures of the council and neither the internal auditor or the firm have any conflicts of interest with the audit client, nor do they provide any management or financial assistance to the client.

Your auditor has over 27 years' experience in the financial sector with the last 12 years specialising in local government.

Your auditor is independent from the management of the financial controls and procedures of the council and has no conflicts of interest with the audit client, nor do they provide any management or financial assistance to the client.

Engagement Letter

An engagement letter was previously issued to the council covering the 2023/24 internal audit assignment. Copies of this document are available on request.

Planning and inherent risk assessment

The scope and plan of works including fee structure was issued to the council under separate cover. Copies of this document are available on request. In summary, our work will address each of the internal control objectives as stated on the Annual Internal Audit Report of the AGAR.

It is our opinion that the inherent risk of error or misstatement is low, and the controls of the council can be relied upon and as such substantive testing of individual transactions is not required. Testing to be carried out will be "walk through testing" on sample data to encompass the period of the council year under review.

Year-End Audit

The year-end audit was conducted remotely. Information was requested from the council in advance of the audit taking place, and this was reviewed along with other information published on the council's website www.newhaventowncouncil.gov.uk.

Table of contents

		TEST AT INTERIM	TEST AT FINAL	PAGE
	INTERIM AUDIT – POINTS CARRIED FORWARD			3
B	FINANCE REGULATIONS, GOVERNANCE AND PAYMENTS	√	√	3
C	RISK MANAGEMENT AND INSURANCE	√	√	3
D	BUDGET, PRECEPT AND RESERVES	√	√	3
G	PAYROLL	√	√	4
H	ASSETS AND INVESTMENTS	√	√	4
I	BANK AND CASH	√	√	4
J	YEAR END ACCOUNTS		√	4
K	LIMITED ASSURANCE REVIEW		√	6
L	PUBLICATION OF INFORMATION		√	7
M	EXERCISE OF PUBLIC RIGHTS – INSPECTION OF ACCOUNTS	√	√	7
	ACHIEVEMENT OF CONTROL ASSERTIONS AT FINAL AUDIT DATE		√	8
	AUDIT POINTS CARRIED FORWARD			8

Interim Audit - Points Carried Forward

Audit Point	Audit Findings	Council comments on actions taken since interim visit
RISK MANAGEMENT AND INSURANCE	I would recommend that the council looks increase it to £1.5 Millon as it should cover the amount of funds in the bank accounts at its highest point during the year.	On discussion with Clerk, the cover has been increase.

B. FINANCE REGULATIONS, GOVERNANCE AND PAYMENTS**Internal audit requirement**

This authority complied with its Finance Regulations, payments were supported by invoices, all expenditure was approved, and VAT was appropriately accounted for.

Audit findings

Check that the council's Finance Regulations are being routinely followed.

Further to the testing conducted at the interim audit, I have reviewed the detailed income and expenditure reports, and I am able to confirm that the financial regulations are being followed.

C. RISK MANAGEMENT AND INSURANCE**Internal audit requirement**

This authority assessed the significant risks to achieving its objectives and reviewed the adequacy of arrangements to manage these.

Audit findings

We discussed assertion 8 on the Annual Governance Statement and whether this had any impact on the council.

"We considered whether any litigation, liabilities or commitments, events or transactions, occurring either during or after the year-end, have a financial impact on this authority and, where appropriate, have included them in the accounting statements."

The Clerk confirmed that they were not aware of any event having a financial impact that was not included in the accounting statements.

D. BUDGET, PRECEPT AND RESERVES**Internal audit requirement**

The precept or rates requirement resulted from an adequate budgetary process; progress against the budget was regularly monitored; and reserves were appropriate.

Audit findings

Analysis of the council's year-end income and expenditure report shows total income for the year reported as 107.5% and total expenditure as 107.2%, suggesting that the council budget was set appropriately and has been carefully monitored throughout the year.

At the end of the financial year, the council held circa £597,780 in earmarked reserves (EMR). The council also held circa £477,152 in the general reserve at the end of the financial year. I was able to compare reserve information across the management accounts and the AGAR working documents and found the totals to be consistent.

The Joint Panel on Accountability and Governance (JPAG) Practitioner's guide states *'the generally accepted recommendation with regard to the appropriate minimum level of a smaller authority's general reserve is that this should be maintained at between three and twelve months of net revenue expenditure'* (para 5.33).

The general reserve balance is at the higher end of the recommended range.

G. PAYROLL

Internal audit requirement

Salaries to employees and allowances to members were paid in accordance with this authority's approvals, and PAYE and NI requirements were properly applied.

Audit findings

I reviewed the total figure being included within box 4 (staff costs) on the Annual Governance and Accountability Return (AGAR) and was able to confirm from the accounting software that this includes only salary payments, HMRC payments and pension contributions.

H. ASSETS AND INVESTMENTS

Internal audit requirement

Asset and investments registers were complete and accurate and properly maintained.

Audit findings

I confirmed the asset register total matches that included in box 9 (total fixed assets plus long term investments and assets) on the AGAR and was able to trace the changes to the previous year's total against the asset register. I confirmed by sample testing of the invoices that items added during the year has been accurately recorded as the original net purchase price.

The council has a Public Works Loan Board (PWLB) loan, and I confirmed the year-end balance and in year payments against the PWLB documents.

I. BANK AND CASH

Internal audit requirement

Periodic and year-end bank account reconciliations were properly carried out.

Audit findings

I reviewed the March 2024 bank reconciliation for all accounts and was able to confirm the balances to the bank statements and found no errors.

Due to the size of the council's annual budget, it does not benefit from the £85,000 protection limit offered by the Financial Services Compensation Scheme (FSCS). The council has mitigated this risk by ensuring the Fidelity guarantee is at the required level for the size of the council.

J. YEAR END ACCOUNTS

Internal audit requirement

Accounting statements prepared during the year were prepared on the correct accounting basis (receipts and payments or income and expenditure), agreed to the cash book, supported by an adequate audit trail from underlying records and where appropriate debtors and creditors were properly recorded.

Audit findings

The council, at its meeting to sign off the year-end accounts, must discuss Section 1 of the AGAR (Annual Governance Statement) and record this activity in the minutes of the meeting. **COUNCIL IS REMINDED THAT THIS MUST BE A SEPARATE AGENDA ITEM PRIOR TO THE SIGNING OF SECTION 2 OF THE AGAR (ANNUAL ACCOUNTS).**

Section 1 – Annual Governance Statement

Based on the internal audit finding I recommend using the table below as the basis for that discussion.

	Annual Governance Statement	<i>'Yes', means that this authority</i>	Suggested response based on evidence
1	We have put in place arrangements for effective financial management during the year, and for the preparation of the accounting statements.	<i>prepared its accounting statements in accordance with the Accounts and Audit Regulations.</i>	YES – accounts follow latest Accounts and Audit Regulations and practitioners guide recommendations.
2	We maintained an adequate system of internal control including measures designed to prevent and detect fraud and corruption and reviewed its effectiveness.	<i>made proper arrangements and accepted responsibility for safeguarding the public money and resources in its charge.</i>	YES – there is regular reporting of financial transactions and accounting summaries, offering the opportunity for scrutiny.
3	We took all reasonable steps to assure ourselves that there are no matters of actual or potential non-compliance with laws, regulations and Proper Practices that could have a significant financial effect on the ability of this authority to conduct its business or manage its finances.	<i>has only done what it has the legal power to do and has complied with Proper Practices in doing so.</i>	YES – the Clerk advises the council in respect of its legal powers.
4	We provided proper opportunity during the year for the exercise of electors' rights in accordance with the requirements of the Accounts and Audit Regulations.	<i>during the year gave all persons interested the opportunity to inspect and ask questions about this authority's accounts.</i>	NO – the requirements and timescales for 2022/23 year-end were not followed.
5	We carried out an assessment of the risks facing this authority and took appropriate steps to manage those risks, including the introduction of internal controls and/or external insurance cover where required.	<i>considered and documented the financial and other risks it faces and dealt with them properly.</i>	YES – the council has a risk management scheme and appropriate external insurance.
6	We maintained throughout the year an adequate and effective system of internal audit of the accounting records and control systems.	<i>arranged for a competent person, independent of the financial controls and procedures, to give an objective view on whether internal controls meet the needs of this smaller authority.</i>	YES – the council has appointed an independent and competent internal auditor.
7	We took appropriate action on all matters raised in reports from internal and external audit.	<i>responded to matters brought to its attention by internal and external audit.</i>	YES – matters raised in internal and external audit reports have been addressed.
8	We considered whether any litigation, liabilities or commitments, events or transactions, occurring either during or after the year-end, have a financial impact on this authority and. Where appropriate, have included them in the accounting statements.	<i>disclosed everything it should have about its business activity during the year including events taking place after the year end if relevant.</i>	YES – no matters were raised during the internal audit visits.
9	Trust funds including charitable – In our capacity as the sole managing trustee we discharged our accountability responsibilities for the fund(s)/asset(s), including financial reporting and, if required, independent examination or audit.	<i>has met all its responsibilities where, as a body corporate, it is a sole managing trustee of a local trust or trusts.</i>	N/A – the council has no trusts

Section 2 – Accounting Statements

AGAR box number		2022/23	2023/24	Internal Auditor notes
1	Balances brought forward	1,126,115	1,210,270	Agrees to 2022/23 carry forward (box 7)
2	Precept or rates and levies	579,241	595,380	Figure confirmed to central precept record
3	Total other receipts	125,320	155,959	Agrees to underlying accounting records
4	Staff costs	165,125	230,209	Agrees to underlying accounting records. Includes only expenditure allowed as staff costs (see section G)
5	Loan interest/capital repayments	11,002	11,002	Confirmed to PWLB documents
6	All other payments	444,279	628,701	Agrees to underlying accounting records
7	Balances carried forward	1,210,270	1,091,697	Casts correctly and agrees to balance sheet
8	Total value of cash and short-term investments	1,220,771	1,074,932	Agrees to bank reconciliation for all accounts
9	Total fixed assets plus long-term investments and assets	2,583,705	2,591,144	Matches asset register total and changes from previous year have been traced
10	Total borrowings	52,709	44,109	Confirmed to PWLB documents
11a	Disclosure note re Trust Funds (including charitable)	NO	NO	No – the council is not a sole trustee
11b	Disclosure note re Trust Funds (including charitable)	N/A	N/A	N/A – the council is not a sole trustee

Audit findings

The year-end accounts have been correctly prepared on an income and expenditure basis with the box 7 and 8 reconciliation explained due to year-end debtors, creditors, accruals, payments in advance and receipts in advance. Amounts for each of these are similar to those for the previous year and appropriate for a council of this size and financial activity level.

The AGAR correctly casts and cross casts and last year's comparatives match the figures submitted for 2022/23 and published on the council website.

The variance analysis has been completed to explain the variances exceeding 15% where required, and in my opinion, contains sufficient narrative and quantitative information for the External Auditor.

K. LIMITED ASSURANCE REVIEW**Internal audit requirement**

IF the authority certified itself as exempt from a limited assurance review in 2022/23, it met the exemption criteria and correctly declared itself exempt. (If the authority had a limited assurance review of its 2022/23 AGAR tick "not covered")

Audit findings

The council did not certify itself exempt in 2022/23 due to exceeding the income and expenditure limits and this test does not apply.

L: PUBLICATION OF INFORMATION**Internal audit requirement**

The authority published the required information on a website/webpage up to date at the time of the internal audit in accordance with the relevant legislation

Audit findings

For councils with a turnover over £25,000, it is recommended best practice to follow the Local Government Transparency Code 2015, but not a statutory requirement and therefore not subject to verification during the internal audit.

All councils are required to follow The Accounts and Audit Regulations which include the following requirements:

13(1) An authority must publish (which must include publication on that authority's website)

- (a) the Statement of Accounts together with any certificate or opinion entered by the local auditor in accordance with section 20(2) of the Act; and
- (b) the Annual Governance Statement approved in accordance with regulation 6(3)

13(2) Where documents are published under paragraph (1), the authority must

- (a) keep copies of those documents for purchase by any person on payment of a reasonable sum; and
- (b) ensure that those documents remain available for public access for a period of not less than five years beginning with the date on which those documents were first published in accordance with that paragraph.

I was able to confirm that pages 4 (Annual Governance Statement), 5 (Accounting Statements) and 6 (External Auditor's Report and Certificate) of the AGAR are available for review on the council website for financial years 2018/19 to 2022/23 inclusive.

M: EXERCISE OF PUBLIC RIGHTS - INSPECTION OF ACCOUNTS**Internal audit requirement**

The authority has demonstrated that during summer 2023 it correctly provided for the exercise of public rights as required by the Accounts and Audit Regulations.

Audit findings

Inspection – key dates	2022/23 Actual	2023/24 Proposed
Date AGAR signed by council	16 May 2023	14 May 2024
Date inspection notice issued	5 June 2023	31 May 2024
Inspection period begins	5 June 2023	3 June 2024
Inspection period ends	14 July 2023	12 July 2024
Correct length (30 working days)	Yes	Yes
Common period included (first 10 working days of July)	Yes	Yes

As the issued date is the same as commence date it didn't satisfy the requirements of this control objective, as such it was not met for 2022/23, and assertion 4 on the Annual Governance Statement cannot therefore be signed off by the council.

I was able to confirm that the proposed dates for 2023/24 meet the statutory requirements.

Achievement of control assertions at year-end audit date

Based on the tests conducted during the year-end audit, our conclusions on the achievement of the internal control objectives are summarised in the table below and are reflected in the completion of the Annual Internal Audit Report within the AGAR.

	INTERNAL CONTROL OBJECTIVE	YES	NO	NOT COVERED
A	Appropriate accounting records have been properly kept throughout the financial year	√		
B	This authority complied with its Finance Regulations, payments were supported by invoices, all expenditure was approved, and VAT was appropriately accounted for	√		
C	This authority assesses the significant risks to achieving its objectives and reviewed the adequacy of arrangements to manage these	√		
D	The precept or rates requirement resulted from an adequate budgetary process; progress against the budget was regularly monitored; and reserves were appropriate.	√		
E	Expected income was fully received, based on correct prices, properly recorded and promptly banked; and VAT was appropriately accounted for	√		
F	Petty cash payments were properly supported by receipts, all petty cash expenditure was approved, and VAT appropriately accounted for	√		
G	Salaries to employees and allowances to members were paid in accordance with this authority's approvals, and PAYE and NI requirements were properly applied.	√		
H	Asset and investments registers were complete and accurate and properly maintained.	√		
I	Periodic bank account reconciliations were properly carried out during the year.	√		
J	Accounting statements prepared during the year were prepared on the correct accounting basis (receipts and payments or income and expenditure), agreed to the cash book, supported by an adequate audit trail from underlying records and where appropriate debtors and creditors were properly recorded.	√		
K	If the authority certified itself as exempt from a limited assurance review in 2022/23, it met the exemption criteria and correctly declared itself exempt. <i>(If the authority had a limited assurance review of its 2022/23 AGAR tick "not covered")</i>			√
L	The authority published the required information on a website/webpage up to date at the time of the internal audit in accordance with the relevant legislation	√		
M	The authority, during the previous year (2022/23) correctly provided for the period for the exercise of public rights as required by the Accounts and Audit Regulations <i>(evidenced by the notice published on the website and/or authority approved minutes confirming the dates set)</i> .		√	
N	The authority has complied with the publication requirements for 2022/23 AGAR.	√		
O	Trust funds (including charitable) – The council met its responsibilities as a trustee.			√

Should you have any queries please do not hesitate to contact me.

Yours sincerely

m. webber

Michelle Webber

For Mulberry Local Authority Services Ltd

Year-End Audit - Points Carried Forward

Audit Point	Audit Findings	Council comments
None		

Annual Internal Audit Report 2023/24

Newhaven Town Council

<https://www.newhaventowncouncil.gov.uk>

During the financial year ended 31 March 2024, this authority's internal auditor acting independently and on the basis of an assessment of risk, carried out a selective assessment of compliance with the relevant procedures and controls in operation and obtained appropriate evidence from the authority.

The internal audit for 2023/24 has been carried out in accordance with this authority's needs and planned coverage. On the basis of the findings in the areas examined, the internal audit conclusions are summarised in this table. Set out below are the objectives of internal control and alongside are the internal audit conclusions on whether, in all significant respects, the control objectives were being achieved throughout the financial year to a standard adequate to meet the needs of this authority.

Internal control objective	Yes	No*	Not covered**
A. Appropriate accounting records have been properly kept throughout the financial year.	✓		
B. This authority complied with its financial regulations, payments were supported by invoices, all expenditure was approved and VAT was appropriately accounted for.	✓		
C. This authority assessed the significant risks to achieving its objectives and reviewed the adequacy of arrangements to manage these.	✓		
D. The precept or rates requirement resulted from an adequate budgetary process; progress against the budget was regularly monitored; and reserves were appropriate.	✓		
E. Expected income was fully received, based on correct prices, properly recorded and promptly banked; and VAT was appropriately accounted for.	✓		
F. Petty cash payments were properly supported by receipts, all petty cash expenditure was approved and VAT appropriately accounted for.	✓		
G. Salaries to employees and allowances to members were paid in accordance with this authority's approvals, and PAYE and NI requirements were properly applied.	✓		
H. Asset and investments registers were complete and accurate and properly maintained.	✓		
I. Periodic bank account reconciliations were properly carried out during the year.	✓		
J. Accounting statements prepared during the year were prepared on the correct accounting basis (receipts and payments or income and expenditure), agreed to the cash book, supported by an adequate audit trail from underlying records and where appropriate debtors and creditors were properly recorded.	✓		
K. If the authority certified itself as exempt from a limited assurance review in 2022/23, it met the exemption criteria and correctly declared itself exempt. (If the authority had a limited assurance review of its 2022/23 AGAR tick "not covered")			✓
L. The authority published the required information on a website/webpage up to date at the time of the internal audit in accordance with the relevant legislation.	✓		
M. In the year covered by this AGAR, the authority correctly provided for a period for the exercise of public rights as required by the Accounts and Audit Regulations (during the 2023-24 AGAR period, were public rights in relation to the 2022-23 AGAR evidenced by a notice on the website and/or authority approved minutes confirming the dates set).		✓	
N. The authority has complied with the publication requirements for 2022/23 AGAR (see AGAR Page 1 Guidance Notes).	✓		
O. (For local councils only) Trust funds (including charitable) – The council met its responsibilities as a trustee.			✓

For any other risk areas identified by this authority adequate controls existed (list any other risk areas on separate sheets if needed).

Date(s) internal audit undertaken

30/04/2024 08/11/2023

Name of person who carried out the internal audit

M. WEBBER. MULBERRY LAS LTD

Signature of person who carried out the internal audit

M. webber

Date

30/04/2024

***If the response is 'no' please state the implications and action being taken to address any weakness in control identified (add separate sheets if needed).**

****Note: If the response is 'not covered' please state when the most recent internal audit work was done in this area and when it is next planned; or, if coverage is not required, the annual internal audit report must explain why not (add separate sheets if needed).**



NEWHAVEN TOWN COUNCIL

Ken Dry
Town Clerk

TOWN COUNCIL OFFICES
18 FORT ROAD
NEWHAVEN
EAST SUSSEX
BN9 9QE

Tel: (01273) 516100
Email: admin@newhaventowncouncil.gov.uk

To: Full Council **Agenda Item 15**

Date: 14th May 2024

Report Contact: Town Clerk

Subject: **Appointment of Internal Auditor**

1. The purpose of this report is to seek council consideration to the appointment of an external contractor to provide Internal Audit services.
2. Town and Parish councils are required to appoint independent internal auditors as part of the Governance and Accountability procedures laid down by the Government for our sector.
3. Since November 2013, the town council has been using the services of Auditing Solutions Ltd. Staff from the company visit the town council offices twice a year to conduct independent checks on the practices and processes of the town council's staff and made a report which is normally considered by the town council's Audit Committee.
4. The member of staff from Auditing Solutions involved is changed periodically to ensure a fresh pair of eyes, and the Town Council staff have found the service provided by this company effective, reliable and helpful in reassuring them that they are meeting requirements and conducting procedures properly.
5. In 2023 the council placed this work/role with Mulberry & Co. in order to provide a fresh view/critique of its internal finance and policy work and the previous report under item 14a of this agenda provides evidence of their comprehensive approach to this, as well as streamlining their own approach and operational impact upon council officers. E.g. website portal for submission of documents electronically etc.
6. Given the evident high standard and thoroughness of Mulberry & Co. in their first year, officers would suggest that Council appoints them for a second year on this basis at a cost of £409 which will be held until March 31st 2026.
7. The town council's budget for 2024-25 contains a budget of £2,600 to cover the costs of both Internal and External Audits.

Recommendation:

That Council confirms the re-appointment of Mulberry & Co. as Internal Auditors for the Financial Year 2024-25.

Section 1 – Annual Governance Statement 2023/24

We acknowledge as the members of:

Newhaven Town Council

our responsibility for ensuring that there is a sound system of internal control, including arrangements for the preparation of the Accounting Statements. We confirm, to the best of our knowledge and belief, with respect to the Accounting Statements for the year ended 31 March 2024, that:

	Agreed		'Yes' means that this authority:
	Yes	No*	
1. We have put in place arrangements for effective financial management during the year, and for the preparation of the accounting statements.	✓		prepared its accounting statements in accordance with the Accounts and Audit Regulations.
2. We maintained an adequate system of internal control including measures designed to prevent and detect fraud and corruption and reviewed its effectiveness.	✓		made proper arrangements and accepted responsibility for safeguarding the public money and resources in its charge.
3. We took all reasonable steps to assure ourselves that there are no matters of actual or potential non-compliance with laws, regulations and Proper Practices that could have a significant financial effect on the ability of this authority to conduct its business or manage its finances.	✓		has only done what it has the legal power to do and has complied with Proper Practices in doing so.
4. We provided proper opportunity during the year for the exercise of electors' rights in accordance with the requirements of the Accounts and Audit Regulations.		✓	during the year gave all persons interested the opportunity to inspect and ask questions about this authority's accounts.
5. We carried out an assessment of the risks facing this authority and took appropriate steps to manage those risks, including the introduction of internal controls and/or external insurance cover where required.	✓		considered and documented the financial and other risks it faces and dealt with them properly.
6. We maintained throughout the year an adequate and effective system of internal audit of the accounting records and control systems.	✓		arranged for a competent person, independent of the financial controls and procedures, to give an objective view on whether internal controls meet the needs of this smaller authority.
7. We took appropriate action on all matters raised in reports from internal and external audit.	✓		responded to matters brought to its attention by internal and external audit.
8. We considered whether any litigation, liabilities or commitments, events or transactions, occurring either during or after the year-end, have a financial impact on this authority and, where appropriate, have included them in the accounting statements.	✓		disclosed everything it should have about its business activity during the year including events taking place after the year end if relevant.
9. (For local councils only) Trust funds including charitable. In our capacity as the sole managing trustee we discharged our accountability responsibilities for the fund(s)/assets, including financial reporting and, if required, independent examination or audit.	Yes	No	N/A
			✓

*Please provide explanations to the external auditor on a separate sheet for each 'No' response and describe how the authority will address the weaknesses identified. These sheets must be published with the Annual Governance Statement.

This Annual Governance Statement was approved at a meeting of the authority on:

and recorded as minute reference:

Signed by the Chair and Clerk of the meeting where approval was given:

Chair

Clerk

<https://newhaventowncouncil.gov.uk>

Section 2 – Accounting Statements 2023/24 for

ENewhaven Town Council

	Year ending		Notes and guidance
	31 March 2023 £	31 March 2024 £	
1. Balances brought forward	1,126,115	1,210,270	Total balances and reserves at the beginning of the year as recorded in the financial records. Value must agree to Box 7 of previous year.
2. (+) Precept or Rates and Levies	579,241	595,380	Total amount of precept (or for IDBs rates and levies) received or receivable in the year. Exclude any grants received.
3. (+) Total other receipts	125,320	155,959	Total income or receipts as recorded in the cashbook less the precept or rates/levies received (line 2). Include any grants received.
4. (-) Staff costs	165,125	230,209	Total expenditure or payments made to and on behalf of all employees. Include gross salaries and wages, employers NI contributions, employers pension contributions, gratuities and severance payments.
5. (-) Loan interest/capital repayments	11,002	11,002	Total expenditure or payments of capital and interest made during the year on the authority's borrowings (if any).
6. (-) All other payments	444,279	628,701	Total expenditure or payments as recorded in the cashbook less staff costs (line 4) and loan interest/capital repayments (line 5).
7. (=) Balances carried forward	1,210,270	1,091,697	Total balances and reserves at the end of the year. Must equal (1+2+3) - (4+5+6).
8. Total value of cash and short term investments	1,220,771	1,074,932	The sum of all current and deposit bank accounts, cash holdings and short term investments held as at 31 March – To agree with bank reconciliation.
9. Total fixed assets plus long term investments and assets	2,583,705	2,591,144	The value of all the property the authority owns – it is made up of all its fixed assets and long term investments as at 31 March.
10. Total borrowings	52,709	44,109	The outstanding capital balance as at 31 March of all loans from third parties (including PWLB).

For Local Councils Only	Yes	No	N/A	
11a. Disclosure note re Trust funds (including charitable)		✓		The Council, as a body corporate, acts as sole trustee and is responsible for managing Trust funds or assets.
11b. Disclosure note re Trust funds (including charitable)			✓	The figures in the accounting statements above exclude any Trust transactions.

I certify that for the year ended 31 March 2024 the Accounting Statements in this Annual Governance and Accountability Return have been prepared on either a receipts and payments or income and expenditure basis following the guidance in Governance and Accountability for Smaller Authorities – a Practitioners' Guide to Proper Practices and present fairly the financial position of this authority.

Signed by Responsible Financial Officer before being presented to the authority for approval



Date

05/04/2024

I confirm that these Accounting Statements were approved by this authority on this date:

as recorded in minute reference:

Signed by Chair of the meeting where the Accounting Statements were approved

NEWHAVEN TOWN COUNCIL
ACCOUNTS FOR THE YEAR ENDED 31st March 2024
SUPPORTING STATEMENT

Note 1

ASSETS

MOVEMENTS IN THE YEAR

(i)	During the year the following major assets were purchased:		
	2 x 6X4 Apex Shed	829.40	
	2 x Glasdon Jubilee Bins	944.21	
	1 x Bus Shelter	2,000.00	
	2 x Posture Task Chairs	720.00	
	1 x Microsoft Surface Dock 2	190.79	
	2 x Dell Optiplex 5 Desktop Computers	1,658.20	
	1 x Microsoft Surface Pro Laptop	1,096.62	
(ii)	During the year there were no assets that were disposed of.		
(iii)	At 31st March 2024 the following assets were held:		
	Cemetery	£ 1.00	Nominal Value
	Allotments	£ 1.00	Nominal Value
	Denton Recreation Ground	£ 1.00	Nominal Value
	Lewes Road Recreation Ground	£ 1.00	Nominal Value
	Bay View Amenity Area	£ 1.00	Nominal Value
	Valley Road Recreation Groud	£ 1.00	Nominal Value
	East Side Recreation Ground	£ 1.00	Nominal Value
	Valley Ponds	£ 1.00	Nominal Value
	Town Council Offices	£ 332,231.00	Nominal Value
	Cemetery Chapel and Store	£ 370,472.00	Nominal Value
	Cemetery Mortuary Store	£ 214,761.00	Nominal Value
	Cemetery Paths, Walls and Outbuildings	£ 67,745.00	Nominal Value
	Denton and Mount Pleasant Social Centre	£ 248,324.00	Nominal Value
	East Side Social Centre	£ 197,820.00	Nominal Value
	Lewes Road Social Centre	£ 146,024.00	Nominal Value
	Meeching Hall	£ 435,662.00	Nominal Value
	Contents	£ 60,868.80	Nominal Value
	Surface Pro 6 Laptop	£ 1,085.98	Nominal Value
	6 x iPad Wi-Fi 32GB Space Gray-GBR	£ 2,094.00	Nominal Value
	Miscroft Surface Dock 2	£ 187.73	Nominal Value
	1 LG (55") Digital Signage Display	£ 514.19	Nominal Value
	1 LG 55UT640S(55") Digital Signage Display	£ 702.58	Nominal Value
	Huddly IQ Video Conferencing Camera	£ 794.26	Nominal Value
	CCTV	£ 91,851.00	Nominal Value
	Playground Equipment	£ 221,773.00	Nominal Value
	Fencing and Gates Surrounding Play Area	£ 4,683.00	Nominal Value
	Safety Surfacing	£ 7,438.00	Nominal Value
	Regalia	£ 6,303.00	Nominal Value
	War Memorials	£ 55,762.00	Nominal Value
	Maritime Sculpture	£ 8,659.00	Nominal Value
	Cemetery Sculpture	£ 21,012.00	Nominal Value
	2 Bus Shelters	£ 6,000.00	Nominal Value
	1 Bus Shelter	£ 3,000.00	Nominal Value
	Harbour Arm Memorial Bench	£ 6,800.00	Nominal Value
	4 x Table Tennis Tables	£ 5,796.00	Nominal Value
	2 x Oak Framed Interpretation Panels	£ 1,870.00	Nominal Value
	2 x Oak Allington Benches	£ 825.42	Nominal Value
	6 x Bespoke Auchans Circular Fish Planters	£ 12,450.00	Nominal Value

Allotment holders

East Side

0.00 Currently Under Improvement

Note 6**SECTION 137 PAYMENTS**

Section 137 of the Local Government Act 1972 enables Parish Councils to spend up to the product of **£9.93** per head of electorate for the benefit of people in the area on activities or projects not specifically +authorised by other powers.

The limit for this council for the year ended 31st March 2024 was £127,640.22

Payee

No Section 137 money spent in this financial year.

Note 7**ADVERTISING AND PUBLICITY**

The following costs for advertising and publicity were incurred during the year:

Newhaven Matters Newsletter	£	30,595.00
Sussex Day	£	253.00
	£	30,848.00

Note 8**EARMARKED RESERVES**

	BALANCE B/FORWARD 31.03.2023	INCOME/EXPEND- ITURE IN YEAR	BALANCE 31.03.2024	ALLOCATION ADJUSTMENT	BALANCE C/FORWARD
	£	£	£	£	£
CCTV Renewal	15,828.00	12,694.70	3,133.30		3,133.30
Devolution	29,104.00		29,104.00		29,104.00
CIL Unallocated Receipts	100,191.40		100,191.40		100,191.40
CIL Planters					
Town Deal Fund					
Jubilee Street Parties					
Elections	17,423.00	10,410.99	7,012.01		7,012.01
Cemetery Paths	50,000.00		50,000.00		50,000.00
Road Safety Fees/Study	15,000.00		15,000.00		15,000.00
Strategic Visioning Ex	7,000.00		7,000.00		7,000.00
Building Asset Strategy	23,829.00	23,829.00			
Meeching Hall Alterations	119,445.00		119,445.00		119,445.00
LDC Ctax Reduction	113,150.00		113,150.00		113,150.00
CIL Gateway Project	25,000.00		25,000.00		25,000.00
CIL Castle Hill Benches	3,200.00	3,200.00			
CIL Repointing Denton	3,369.00	3,368.75	0.25		0.25
Cemetery Land Purchase	15,000.00		15,000.00		15,000.00
TD Eastside Project	20,000.00	11,749.64	8,250.36		8,250.36
TD 1st Floor Library	85,000.00	79,506.00	5,494.00		5,494.00
Eastside Project	48,000.00		48,000.00		48,000.00
1st Floor Library	52,000.00		52,000.00		52,000.00
SCDA Youth Centre	5,000.00	5,000.00			
					-
	747,539.40	149,759.08	597,780.32	-	597,780.32

Note 9**AGENCY WORK**

