



FULL COUNCIL MEETING

Minutes of the Additional Full Council Meeting of Newhaven Town Council
held at Meeching Hall, 2 Fort Road, Newhaven
on **Tuesday April 8th 2025, at 7.15pm**

PRESENT: Councillors: Pinky McLean-Knight (Chair & Town Mayor)
Kim Bishop (Vice Chair)
Lesley Boniface
Mark Wardle
Shaun Boniface
Steve Saunders
Graham Amy
Jessa Chapman
Jan Woodling
Julie Carr
James Harrison
Krissy Taylor

ALSO ATTENDING: Ken Dry, Town Clerk
Stephen Honey, Executive Officer
Ms. J. Pettitt
PCSO A. Harley, Sussex Police
X2 Members of the Public (On-line)

C107/25 The Chair 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.

C108/25 **APOLOGIES FOR ABSENCE**

Cllrs, Watts, Macleod, & Cook

Absent: Cllr. Thomas.

C109/25 **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.**

Cllr. McLean-Knight (Chair) declared that in connection with Agenda item 11, that her

husband is an employee of the Hillcrest Centre.

C110/25 TO CONSIDER WHETHER THE MINUTES OF THE ADDITIONAL FULL COUNCIL HELD ON TUESDAY FEBRUARY 11TH 2025 ARE AN ACCURATE RECORD OF THE MEETING.

RESOLVED:

That these minutes be signed by the Chair as a true record of the proceedings.

C111/25 PETITIONS AND PUBLIC QUESTIONS.

None received.

C112/25 TO RECEIVE AN ORAL REPORT/UPDATE FROM OFFICERS OF SUSSEX POLICE.

PCSO Alex Harley informed the meeting that Sussex Police,

- Had increased foot patrols in tackling shoplifting suspects across the town, particularly in light of a reversal of the governments position of only prosecuting those who had stolen goods valued at greater than £200.
- Had increased checks on vehicles using ANPR to tackle unlicensed and uninsured drivers.
- Are actively addressing 'cuckooing' at a range of addresses across the town as part of their tackling of drug related crimes.
- Continue to stop e-scooterists wherever possible when using public roads, though are not permitted to 'chase' them in case the offenders are injured in the pursuit.
- Had refocused upon 'youth engagement' across the town, particularly in the town centre, where youths are accessing the scaffolded buildings. Again, they are not permitted to 'chase' individuals in case they are injured in the pursuit.

PCSO Harley Reiterated the need for any and all matters, however innocuous, to be reported by telephoning 101, as all of this information contributes to a larger picture.

The Chair and Councillors thanked PCSO Harley for his attendance and presentation.

C113/25 TO NOTE THE ACTS AND PROCEEDINGS OF THE FOLLOWING COMMITTEE MEETINGS:

Planning & Development	28 th January 2025 25 th February 2025 25 th March 2025
Environment & Amenities	11 th March 2025
Promotion, Partnership & Finance	25 th February 2025 25 th March 2025
Regeneration & Strategic Development	28 th January 2025

Noted.

C114/25 **TO RECEIVE A REPORT FROM THE OFFICE OF THE RT. HON., JAMES MACCLEARY MP.**

The Town Clerk informed the meeting that no briefing or report had been received from the office of the MP.

C115/25 **TO RECEIVE REPORTS FROM DISTRICT AND COUNTY COUNCILLORS.**

County

No report was available from the County Councillor.

District

Cllr. Amy informed the meeting that,

- That there were no further developments concerning the proposed 'tower' at Eastside.
- The planning application for the property at 53 Harbour View Road had been amended from 6 to 5 units.
- The proposed development at Harbour Heights was in the hands of respective solicitors and that he and Cllr. Bishop had met on site with the LDC Principal Planning Officer to discuss various planning aspects.
- That FM Conway and Brett aggregates are looking to extend their respective operating hours.
- That the LDC application for the demolition of the garage compound at Valley Road and replacement with x3 dwellings was ongoing, and that LDC considered this to be a 'sustainable' development by virtue of its proximity to a supermarket.
- That the application for the demolition of garage compound and construction of 5no. dwellings at Western Road had been approved.

Cllr. McLean-Knight informed the meeting that she had submitted a letter of complaint to members of the LDC Planning Committee, concerning the apparent approval of a 'change of use' application for 'Llawnroc', Wilmington Road, citing issues surrounding 'due process'.

Cllr. L. Boniface informed the meeting that works to the West Beach, Fort Road Rec., and various landing stages are scheduled to begin in May 2025.

C116/25 **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 REGULAR MEETING OF THE COUNCIL ON 14TH JANUARY 2025.**

The Hillcrest Centre.

Cllr. Woodling informed the meeting that following the resignation of Mr. W. Giles, Mrs. Paula Woolven was now Chair of the Board of Trustees and that the Trust had also appointed a new Accountant. The Trust were also examining the implications of replacing the existing heating boiler for the building as well as replacing a number of faulty fridge units in their kitchen.

South East Community Rail Partnership.

Cllr. Saunders informed the meeting that their Chair (Norman Baker) had stood down, and that the group had been without a 'railway company' representative for some time also.

CTLA

Cllr. Saunders informed the meeting that the organisation was running well at that a number of new Trustees had recently been appointed, of which Cllr. McLean-Knight was one.

Egrets Way Committee.

Cllr. L. Boniface informed the meeting that she had been unable to attend their most recent meeting.

C117/25 TO MEET AND RECEIVE INTRODUCTIONS FROM CANDIDATES FOR THE ROLE OF CO-OPTED TOWN COUNCILLOR IN RESPECT OF THE CASUAL VACANCY CREATED THROUGH THE RESIGNATION OF CLLR. WILLEM BROWNE. (5 MINS MAX PER CANDIDATE).

- Candidates:-
- a) Ms. J. Pettitt and,
 - b) Ms. J. Banks

The Town Clerk informed the meeting that he had received an email from Ms. Banks just before the meeting withdrawing her application.

Ms. Pettitt introduced herself to the council and provided a brief resume of her circumstances.

The Chair and councillors thanked her for her attendance and introduction.

C118/25 TO CONSIDER X3 EVENT GRANT APPLICATIONS FROM THE HILLCREST – REPORT BY THE TOWN CLERK.

The Town Clerk summarised his report and clarified a typographical error at para 4 of his report and that the paragraph should be ignored.

As part of the discussion, it became apparent that the applicant would be levying an admission/participation fee for each of its events, however there was no indication of this within their applications. Additionally, it was noted that these applications included building/room rental and staffing costs whilst the events were set to be held in the applicants' own premises.

20:05Hrs Cllr. McLean-Knight leaves the meeting, with Cllr. Bishop (Vice Chair) taking the role of Chair.

Following further discussion, it was unanimously,

RESOLVED, that

1. No grant would be made towards the applicants 'Easter Fun Day' application.
2. That no grants would be made to the 'Hillcrest Spring Fair' and 'Rock and Roll Evening' applications at this time but would welcome their re-development and submission with greater financial detail to a future Council or Committee meeting.

20:14Hrs Cllr. McLean-Knight re-joins the meeting and resumes as Chair.

The Town Clerk informs Cllr. McLean-Knight of the previous resolution.

C119/25 TO CONSIDER AND ADOPT AN EVENT GRANTS APPLICATION POLICY – REPORT BY THE TOWN CLERK.

The Town Clerk summarised his report and clarified the 2-mile radius boundary and from where it would be drawn from.

On the officer recommendation that the policy be adopted and implemented with immediate effect, a vote was taken by those members present which had the following result; 10 votes in favour of the recommendation with 2 abstentions. It was therefore,

RESOLVED, that the council adopts and implements this Event Grant Application Policy with immediate effect.

C120/25 TO AUTHORISE THE CLOSURE OF ONE OF THE COUNCILS BANK ACCOUNTS – REPORT BY THE TOWN CLERK.

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

RESOLVED, that Barclays Account xxxx1183 be closed with immediate effect.

C121/25 TO CONSIDER AND AGREE EARMARKED RESERVES FOR THE FY 2025/26 – REPORT BY THE TOWN CLERK.

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

RESOLVED, that the council adopts those proposed Earmarked Reserves totalling **£467,500** for the FY 2025/26.

C122/25 TO CONSIDER AND APPROVE ARCHITECTURAL DESIGNS WITH REGARD TO THE MORTUARY BUILDING – REPORT BY THE EXECUTIVE OFFICER.

The Executive Officer summarised his report, and following discussion, it was,

PEOPOSED by Cllr. L. Boniface that Hampson Architects be commissioned for this work at a cost of **£11,250**, this was,

SECONDED by Cllr. Wardle.

A vote was then taken which resulted in 6 votes in favour of the proposal, with 3 against and 3 abstentions. It was therefore,

RESOLVED, that Hampson Architects be commissioned for this work at a cost of **£11,250 Ex. VAT**.

C123/25 TO AUTHORISE A NUMBER OF EXPENDITURE INVOICES IN CONNECTION WITH ONGOING ALLOTMENT IMPROVEMENT WORKS – REPORT BY THE TOWN CLERK.

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

PROPOSED, by Cllr. Saunders that the council authorises payment of those invoices in favour of 'Toms Property Services' totalling **£11,660 Ex.VAT** for those allotment works under quotations 1075, 1076, 1077, 1088, 1091 and 1092. This was,

SECONDED, by Cllr. S. Boniface, and following a unanimous vote it was,

RESOLVED, that the council authorises payment of those invoices in favour of 'Toms Property Services' totalling **£11,660 Ex.VAT** for those allotment works under quotations 1075, 1076, 1077, 1088, 1091 and 1092.

Cllr. Bishop then informed the meeting, that during her visits to the cemetery and the allotments, many allotment holders were very complimentary regarding Tom and his work, and both Cllrs. Bishop and Amy requested that the Town Clerk pass this on to Tom.

C124/25 TO AUTHORISE A RANGE OF LEGAL INVOICES IN CONNECTION WITH WORK COMPLETED ON THE DEVOLUTION OF LAND SPACES – REPORT BY THE TOWN CLERK.

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

PROPOSED by Cllr. Saunders, that the council notes the current position regarding devolution of land spaces and approves those Invoices totalling **£11,522 ExVAT** for Wellers & Hedley Solicitors, and that this be met from Earmarked Reserves. This was,

SECONDED by Cllr. Bishop, and following a unanimous vote, it was,

RESOLVED, that the council notes the current position regarding devolution of land spaces and approves those Invoices totalling **£11,522 ExVAT** for Wellers & Hedleys Solicitors and that this be met from Earmarked Reserves.

C125/25 TO CONSIDER AND ADOPT A NEW COUNCIL BUSINESS/SERVICE PLAN FOR THE NEXT 5 YEARS – REPORT BY THE TOWN CLERK.

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

PROPOSED by Cllr. L. Boniface, that the council adopts the draft Business Plan and officers suggested approach for public commentary and final ratification. This was,

SECONDED by Cllr. Taylor, and following a unanimous vote, it was,

RESOLVED, that the council adopts the draft Business Plan and officers suggested approach for public commentary and final ratification.

C126/25 **FINANCIAL REPORTS:**

- a. Bank Reconciliations for 1st January 2025 to 31st March 2025
- b. Lists of Payments made for 1st January 2025 to 31st March 2025
- c. List of NTC Credit Card transactions for 1st January 2025 to 31st March 2025
- d. Income and expenditure by committee headings up to 31st March 2025.

Cllr. S. Boniface queried an overspend on the 'Mayoral Allowance' expenditure line. The Town Clerk informed the meeting that it was likely a mis-coding but would investigate this further.

All noted.

C127/25 **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 MATTERS TO BE DISCUSSED.**

RESOLVED.

C128/25 **CONFIDENTIAL - TO DISCUSS AND VOTE FOR ONE OF THE CANDIDATES FOR CO-OPTION AS A TOWN COUNCILLOR. (PREVIOUS AGENDA ITEM 10.)**

Following discussion, it was,

PROPOSED by Cllr. Saunders that Mrs. Jo Pettitt be co-opted to the Town Council as a Councillor for Denton Ward, this was

SECONDED by Cllr. Amy, and following a unanimous vote in favour of the proposal it was

RESOLVED, that Mrs. Jo Pettitt be co-opted to the Town Council as a Councillor for Denton Ward.

There being no further business, the Meeting closed at 9:45pm.

Date:
.....
Town Mayor

Newhaven Town Council Co-Option Application Form

Name: MICHAEL YOUNG	
Address: [REDACTED] NEWHAVEN BN9 9SW	
Telephone Number: [REDACTED]	Email: [REDACTED]
Are you 18yrs old or over? Yes no	
Which Ward do you wish to apply for? Please tick:	
Denton Ward <input type="checkbox"/>	South Ward <input type="checkbox"/>
North Ward <input type="checkbox"/>	Central Ward <input checked="" type="checkbox"/>

Please detail any experience you may have that is relevant to Newhaven Town Council.
(Where necessary continue on a separate sheet)

I AM CURRENTLY A VOLUNTEER TREE WARDEN, TRYING TO MAKE NEWHAVEN A LITTLE BIT NICER FOR RESIDENTS AND VISITORS ALIKE.

I AM A LIFELONG RESIDENT OF NEWHAVEN AND I CARE PASSIONATELY WHAT HAPPENS HERE.

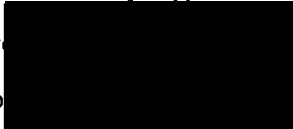
Is there any other information you would like to disclose regarding your application?
(Where necessary continue on a separate sheet)

Use of Personal Information.

The Town Council will use your information, including that which you provide on this application, to assess your suitability to be a Town Councillor.

Declaration & Consent.

I confirm that I have read the section entitled 'Use of Personal Information' and in signing this form I consent to the use and disclosure of my information included thereon.

I declare  to be true and correct.

SIGNED

NAME

MICHAEL YOUNG

DATE

15/03/25

Once completed, please return this form, together with the completed Co-Option Eligibility form to: -

Ken Dry (Town Clerk), Newhaven Town Council, 18 Fort Road, Newhaven. East Sussex BN9 9QE.

Telephone – 01273 516100

E-Mail – ken.dry@newhaventowncouncil.gov.uk

Newhaven Town Council Co-Option Eligibility Form

1. In order to be eligible for co-option as a Newhaven Town Councillor, you must satisfy certain criteria. You must satisfy (a) and (b) below and at least one of the options (c)-(f).

Please tick which apply to you:

- a. I am 18 years of age or over: and
- b. I am a British Citizen or a Citizen of the Commonwealth or a citizen of any member state of the European Union; and
- c. I am registered as a local government elector for the Town; or
- d. I have, during the whole of the twelve months preceding the date of my co-option occupied, as owner or tenant, land or other premises in the Town: or
- e. My principal or only place of work during those twelve months has been in the town.
- f. I have during the whole of those twelve months resided in the Town or within 3 miles of it

2. Please note that under Section 80 of the Local Government Act 1972 a person is disqualified from being a town councillor if he/she:

- Is employed by the Town Council or holds paid office (other than Chairman, Vice-Chairman or Deputy Chairman) under the Town Council (including joint boards or committees);
- Is employed by an entity controlled by the Town Council.
- Is the subject of a bankruptcy restrictions order or an interim bankruptcy restrictions order or a debt relief restrictions order or an interim debt relief restrictions order: or
- Has within five years before the date of this co-option, or since his/her co-option been convicted in the UK, Channel Islands or Isle of Man of any offence and has been sentenced to imprisonment (whether suspended or not) for not less than three months without the option of a fine; or
- Is otherwise disqualified under Part III of the Representation of the People Act 1983 (relating to corrupt or illegal electoral practices and offences relating to donations) or the Audit Commission Act 1998.

Use of Personal Information.

The Town Council will use your information, including that which you provide on this application, to assess your suitability to be a Town Councillor.

Declaration & Consent.

I MICHAEL YOUNG hereby confirm that I am eligible for the vacancy of Newhaven Town Councillor and I am not disqualified from being a town councillor under s80 of the Local Government Act 1972 and that the information given on this form is true and correct.

I confirm that I have read the section entitled 'Use of Personal Information' and in signing this form I consent to the use of my information included thereon.

SIGNED. 

NAME MICHAEL YOUNG

DATE

15/03/25

Newhaven Town Council Co-Option Application Form

Name: <u>PAUL F. BOSWELL</u>	
Address: [REDACTED] <u>NEWHAVEN</u>	
Telephone Number: [REDACTED]	Email: [REDACTED]
Are you 18yrs old or over? Yes/No <u>YES</u>	
Which Ward do you wish to apply for? Please tick:	
Denton Ward <input type="checkbox"/>	South Ward <input type="checkbox"/>
North Ward <input type="checkbox"/>	Central Ward <input checked="" type="checkbox"/>

Please detail any experience you may have that is relevant to Newhaven Town Council.
(Where necessary continue on a separate sheet)

Twice Mayor of NtHaven, local business owner, resident for 25 yrs, previous President of NtHaven chamber of Commerce.
Town councillor from 2012 - 2023

**Is there any other information you would like to disclose regarding your application?
(Where necessary continue on a separate sheet)**

Use of Personal Information.

The Town Council will use your information, including that which you provide on this application, to assess your suitability to be a Town Councillor.

Declaration & Consent.

I confirm that I have read the section entitled 'Use of Personal Information' and in signing this form I consent to the use and disclosure of my information included thereon.

I declare the information on this form to be true and correct.

SIGNED.....



NAME.....

PAUL BISWELL.....

DATE.....

14/3/25.....

Once completed, please return this form, together with the completed Co-Option Eligibility form to: -

Ken Dry (Town Clerk), Newhaven Town Council, 18 Fort Road, Newhaven. East Sussex BN9 9QE.

Telephone – 01273 516100

E-Mail – ken.dry@newhaventowncouncil.gov.uk

Newhaven Town Council Co-Option Eligibility Form

1. In order to be eligible for co-option as a Newhaven Town Councillor, you must satisfy certain criteria. You must satisfy (a) and (b) below and at least one of the options (c)-(f).

Please tick which apply to you:

- a. I am 18 years of age or over: and
- b. I am a British Citizen or a Citizen of the Commonwealth or a citizen of any member state of the European Union; and
- c. I am registered as a local government elector for the Town; or
- d. I have, during the whole of the twelve months preceding the date of my co-option occupied, as owner or tenant, land or other premises in the Town: or
- e. My principal or only place of work during those twelve months has been in the town.
- f. I have during the whole of those twelve months resided in the Town or within 3 miles of it

2. Please note that under Section 80 of the Local Government Act 1972 a person is disqualified from being a town councillor if he/she:

- Is employed by the Town Council or holds paid office (other than Chairman, Vice-Chairman or Deputy Chairman) under the Town Council (including joint boards or committees);
- Is employed by an entity controlled by the Town Council.
- Is the subject of a bankruptcy restrictions order or an interim bankruptcy restrictions order or a debt relief restrictions order or an interim debt relief restrictions order: or
- Has within five years before the date of this co-option, or since his/her co-option been convicted in the UK, Channel Islands or Isle of Man of any offence and has been sentenced to imprisonment (whether suspended or not) for not less than three months without the option of a fine; or
- Is otherwise disqualified under Part III of the Representation of the People Act 1983 (relating to corrupt or illegal electoral practices and offences relating to donations) or the Audit Commission Act 1998.

Use of Personal Information.

The Town Council will use your information, including that which you provide on this application, to assess your suitability to be a Town Councillor.

Declaration & Consent.

I Paul Bowen hereby confirm that I am eligible for the vacancy of Newhaven Town Councillor and I am not disqualified from being a town councillor under s80 of the Local Government Act 1972 and that the information given on this form is true and correct.

I confirm that I have read the section entitled 'Use of Personal Information' and in signing this form I consent to the use and disclosure of my information included thereon.

SIGNED.....



NAME Paul Bowen

DATE 14/3/25

Newhaven Town Council Co-Option Application Form

Name: Tai Ray-Jones	
Address: [REDACTED] [REDACTED]	
Telephone Number: [REDACTED]	Email: [REDACTED]
Are you 18yrs old or over? <input checked="" type="radio"/> Yes <input type="radio"/> No	
Which Ward do you wish to apply for? Please tick:	
Denton Ward <input type="checkbox"/>	South Ward <input type="checkbox"/>
North Ward <input type="checkbox"/>	Central Ward <input checked="" type="checkbox"/>

**Please detail any experience you may have that is relevant to Newhaven Town Council.
(Where necessary continue on a separate sheet)**

I have lived in Newhaven for more than two years, and, having lived in Brighton previously, I've been impressed by just how much life there is in Newhaven. I've joined many community events at the Marine Workshops, Hillcrest, and Meeching Hall, spent lots of time in the different playgrounds and nature reserves, and enjoyed the many seasonal happenings that bring Newhaven to life. I only wish there was even more and that the events were better at bringing in the numerous residents who aren't yet engaged with these parts of the community.

I have two children, with the youngest at Each Peach nursery, and the eldest at Harbour Primary. I am keenly aware of activity and childcare provision for young children in Newhaven, and I would very much like to be more involved in improving what is already available and expanding programmes. The lack of structured activities for young children during holidays is a real problem for working parents, with holiday clubs for older kids being only slightly better. It's a shame that it often feels as though it's necessary to send kids out of the town to enjoy a wider range of experiences, especially as this almost completely disenfranchises those without easy access to a car.

I'm also very concerned about road safety and vehicle pollution coming through the town. While walking through town with my children, we have nearly been hit by inattentive drivers running red lights while navigating the ring road and it's confusing and fast-moving turns and lane changes. With so many children making their way across these roads, it feels as though more could be done to keep them safe from car traffic. Additionally, traffic in the town serves to make walking along many of the main thoroughfares very unpleasant, feeling mostly like a way to force a lot of particulate and exhaust pollution into our lungs. This, on top of the pollution dropped onto the town from local industry.

Finally, I am greatly concerned about the high street and the number of vacant shopfronts. Obviously, this is not something unique to Newhaven, as high streets have been in decline in many, many towns and cities across the country, but it feels as though Newhaven is suffering particularly, especially when compared to other high streets in East Sussex. I would like to better understand the programmes that are aimed at improving the situation and see what else can be done.

**Is there any other information you would like to disclose regarding your application?
(Where necessary continue on a separate sheet)**

I have run a small micro-brewery (Old Tree Brewery) for the past five and a half years, making low-alcohol drinks, primarily kombucha. I am responsible for all areas of operation across the business, from finance and funding bids to human resources to sales and everything else a small business needs to keep running. I am very interested in the small food business environment around Sussex, especially in and around Newhaven. Sussex is an amazing place for regional and craft foods, but it is also a very challenging part of the UK due to very high operating costs.

Prior to my time at the brewery, I worked in business development at a raw honey shop in Brighton, handling B2B and D2C sales for the business as well as a variety of other areas, including logistics, staff hiring and training, and product development. I was responsible for the creation and management of a variety of business systems, and I spent significant time revamping and rationalising the various working methods and systems of the business in order to grow the company.

I have a BSc (Hons) in Sustainable Product Design, and I have an MA in Sustainable Design. Sustainability is a big part of my everyday life and my professional life. I would like nothing more than to see more investment in Newhaven to improve its air quality, water quality, and clean energy generation.

For more information regarding my professional or educational background, please see my LinkedIn bio here: <https://www.linkedin.com/in/tairayjones/>

Use of Personal Information.

The Town Council will use your information, including that which you provide on this application, to assess your suitability to be a Town Councillor.

Declaration & Consent.

I confirm that I have read the section entitled 'Use of Personal Information' and in signing this form I consent to the use and disclosure of my information included thereon.

I declare the information on this form to be true and correct.

SIGNED.....

NAME.....Tai Ray-Jones.....

DATE.....19/04/2025.....

Once completed, please return this form, together with the completed Co-Option Eligibility form to: -

Ken Dry (Town Clerk), Newhaven Town Council, 18 Fort Road, Newhaven. East Sussex BN9 9QE.

Telephone – 01273 516100

E-Mail – ken.dry@newhaventowncouncil.gov.uk

Newhaven Town Council Co-Option Eligibility Form

1. In order to be eligible for co-option as a Newhaven Town Councillor, you must satisfy certain criteria. You must satisfy (a) and (b) below and at least one of the options (c)-(f).

Please tick which apply to you:

- a. I am 18 years of age or over: and
- b. I am a British Citizen or a Citizen of the Commonwealth or a citizen of any member state of the European Union; and
- c. I am registered as a local government elector for the Town; or
- d. I have, during the whole of the twelve months preceding the date of my co-option occupied, as owner or tenant, land or other premises in the Town: or
- e. My principal or only place of work during those twelve months has been in the town.
- f. I have during the whole of those twelve months resided in the Town or within 3 miles of it

2. Please note that under Section 80 of the Local Government Act 1972 a person is disqualified from being a town councillor if he/she:

- Is employed by the Town Council or holds paid office (other than Chairman, Vice-Chairman or Deputy Chairman) under the Town Council (including joint boards or committees);
- Is employed by an entity controlled by the Town Council.
- Is the subject of a bankruptcy restrictions order or an interim bankruptcy restrictions order or a debt relief restrictions order or an interim debt relief restrictions order: or
- Has within five years before the date of this co-option, or since his/her co-option been convicted in the UK, Channel Islands or Isle of Man of any offence and has been sentenced to imprisonment (whether suspended or not) for not less than three months without the option of a fine; or
- Is otherwise disqualified under Part III of the Representation of the People Act 1983 (relating to corrupt or illegal electoral practices and offences relating to donations) or the Audit Commission Act 1998.

Use of Personal Information.

The Town Council will use your information, including that which you provide on this application, to assess your suitability to be a Town Councillor.

Declaration & Consent.

I Tai Ray-Jones hereby confirm that I am eligible for the vacancy of Newhaven Town Councillor and I am not disqualified from being a town councillor under s80 of the Local Government Act 1972 and that the information given on this form is true and correct.

I confirm that I have read the section entitled 'Use of Personal Information' and in signing this form I consent to the use and disclosure of my information included thereon.

SIGNED..........

NAME..... Tai Ray-Jones

DATE..... 19/04/2025



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 8.**

Date: 13th May 2025

Report Contact: Town Clerk

Subject: **Review of Committee terms of Reference**

1. The purpose of this report is to seek the council's consideration and adoption of the councils Committee Terms of Reference (Appendix 1) following officer review.
2. The only proposed changes are those of a minor nature and to accurately reflect current officers and their respective titles.

Recommendation.

That the council resolves to adopt the reviewed Committee Terms of Reference with those proposed changes.



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 [Town 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 [Town 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 ~~Executive Officer~~~~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 ~~Executive Officer~~~~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 ~~oversee the~~ ~~organisat~~ ~~ione~~ on its' own behalf or in conjunction with other agencies, ~~such as the:~~
 - Dieppe Raid
 - Remembrance Day Parade
 - ~~Newhaven Community Awards~~
 - ~~Mayors~~ Community Carol Concert
 - ~~Newhaven Pram Race~~
- (e) To be responsible for printed and electronic communication including the following:
 - Website
 - ~~Newhaven Matters~~ ~~stetters~~
 - 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

Formatted: Indent: Left: 1.9 cm, No bullets or numbering

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 ~~Executive Officer~~ ~~Deputy Town Clerk~~, liaising where appropriate with the Responsible Finance Officer.

Responsible for social centres, ~~the Cemetery and its infrastructure 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 ~~and County Councils~~ ~~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 within the boundaries of Newhaven Town-

The officer responsible for reporting to this committee is the Town Clerk or ~~Executive Officer~~ 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 ~~Executive Officer~~~~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 ~~Executive Officer~~~~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 ~~Executive Officer~~~~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 ~~Executive Officer~~~~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.

Date of policy or procedure: May 13th 2025

Approving committee: N/A

Date of committee meeting: N/A

Supersedes (name of old policy and reference): N/A

Policy version reference: 55 NTC Committee ToR

Policy adopted by Full Council on: May 13th 2025

Date for next review: May 12th 2026

Formatted: Font: 11 pt, Not Bold

Formatted: Font: 11 pt, Not Bold, Superscript

Formatted: Font: 11 pt, Not Bold

Formatted: Font: 11 pt, Not Bold, Superscript

Formatted: Font: 11 pt, Not Bold

Formatted: Font: 11 pt, Not Bold, Superscript

Formatted: Font: 11 pt, Not Bold



Newhaven Town Council

Schedule of Committee & Council Meetings 2025/26

V.1

2025			Regular Business
Tue 13 th May		Full Council Annual Meeting	Annual Return
Tue 27 th May	Planning & Development	Personnel*	
Tue 17 th June		Full Council	
Tue 24 th June	Planning & Development	Promotion, Partnership & Finance	
Tue 29 th July	Planning & Development		
Tue 26 th Aug	Planning & Development	Regeneration & Strategic Development	
Tue 16 th Sept		Full Council	
Tue 23 rd Sept	Planning & Development	Environment & Amenities	2026/27 Budget Suggestions
Tue 21 st Oct	Planning & Development	Promotion, Partnership & Finance	Grant Aid. Inc. 2026/27 Budget Suggestions
Tue 25 th Nov	Planning & Development	Regeneration & Strategic Development	2026/27 Budget Suggestions
Tue 9 th Dec	Personnel	Promotion, Partnership & Finance	Budget & Precept 2026/27
Tue 16 th Dec	Planning & Development	Environment & Amenities	
2026			
Tue 13 th Jan		Full Council	Budget & Precept 2026/27
Tue 27 th Jan	Planning & Development	Regeneration & Strategic Development	
Tue 24 th Feb.	Planning & Development	Promotion, Partnership & Finance	Grant Aid– Small, Large & Comm P’ship Grants
Tue 17 th Mar	Personnel*	Environment & Amenities	
Tue 31 st Mar	Planning & Development	Promotion, Partnership & Finance	Key Event Funding Applications
Tue 14 th April		Full Council	Comm P’ship Grants Authorisation.
Tue 28 th Apr	Planning & Development	Regeneration & Strategic Development	
Tue 5 th May		Full Council Annual Meeting	Annual return
Tue 19 th May		Town Meeting 25/26	
Tue 26 th May	Planning & Development	Personnel*	
			“*” Where/if required.

Agenda Item 12.

Newhaven Town Council Governance & Management Risk Register (April 2025)

	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	Potential 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 and/or the Executive Officer undertake 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. Apolitical officer cadre.	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. Checked 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 a PP&F Committee councillor. Financial Regulations. Standing Orders and other Policies	£100 Monthly	Low (2)	Money Insurance Policy. Fidelity Insurance. Buildings & Contents Insurance	RFO XO and Town 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. DGA and EA Policies refer,	Annually Six-monthly Annually and subject to annual budget provision.	Low (3)	Annual review of pertinent Policies.	Committee, RFO, XO and Town Clerk.

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, XO, and Town 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, XO and Town 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 13**

Date: 13th May 2025

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 2025 until May 31st 2026 and agree its coverage premium(s).
2. For over 6 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.
3. 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.
4. At Appendix A of this report can be seen an Insurance Renewal Review 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.
5. 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'.
6. Currently the council are currently in year 4 of a an agreed and extended 5 year 'escalator stability agreement' where Insurance Premiums are not increased by greater than 5% (plus index linking of sums insured, changes etc).
7. With the above in mind, Table 1 overleaf shows a comparison of the renewal recommended by our brokers, highlighting the financial benefit to be gained from the Aviva offer and that in fact the net premiums have reduced slightly.

Renewal Comparison	2024/25 Net Fee	2025/26 Net Renewal	IP Tax	Renewal +IP Tax
Commercial Combined(Aviva)	£16,791.61	£16,310.33	£1,957.24	£ 18,267.57
Aviva GPA/Sickness/Business Travel	£ 458.99	£ 451.37	£ 54.16	£ 505.53
Cyber Protection Package	£ 394.52	£ 389.00	£ 46.68	£ 435.68
	£17,645.12	£17,150.70		£ 19,208.78
	£17,645.12	£17,150.70		£ 19,208.78
JHallam Fees	£ 105.00	£ 180.00		£ 180.00
Grand Total	£17,750.12	£17,330.70		£ 19,388.78

Table 1.

8. Within the 2025/26 Precept, an agreed budget (101.4025) provision of £19,003 was made for Insurances. However, by virtue of the Insurance Premium Tax (IP Tax) and the additional Insurance cost of the Electric Van (£765 + £91.80 IP Tax = £856.80), this budget will become 'overspent' by £1242.58.
9. Unlike VAT, the council is unable to reclaim Insurance Premium Tax.
10. **Recommendation:**
That the council notes the contents of this report and instructs the Town Clerk to
 - A. Accept the renewal quotation provided by James Hallam to achieve a total insurance cost of **£19,388.78** for the insurance year 00:01 June 1st 2025 until May 31st 2026, and
 - B. Identifies £1242.58 of General Reserves to cover the previously stated overspend on this budget expenditure line (101.4025).

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	34
Cyber Package Renewal Quotation	37
Cyber Package Cover Summary	38
Premium Payment Options	45
Summary	47
Important Information	48
The Insurance Act 2015	50
Terms of Business – Commercial Customers	52

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 2025.

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 current provider
Aviva GPA	Remain with current provider
Cyber Package	Remain with current provider

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	01/06/25	Renewal	16,310.33	1,957.24	60.00	18,327.57
Aviva GPA	Aviva Insurance Limited	01/06/25	Renewal	451.37	54.16	60.00	565.53
Cyber Package	Allianz Global , Lloyd's, The Hartford placed through the agency of Coalition Risk	01/06/25	Renewal	389.00	46.68	60.00	495.68
Total				17,150.70	2,058.08	180.00	19,388.78

Note

Renewals obtained based on changes discussed in our meeting in February and subsequent correspondence. Index linking applied at 2.8% Buildings & 1.5% Contents. Rate escalator of 5% applied

Quotes to increase current cover levels under Legal Expenses & Management Liability as below

- Legal Expenses to £250,000 would be £17.69
- Management Liability to £500,000 would be £268.86

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)	Renewal Quote (GBP)
Commercial Combined	16,791.61	18,327.57
Aviva GPA/Sickness/Business Travel	458.99	565.53
Cyber Package	394.52	495.68
Total (GBP)	17,645.12	19,388.78

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)	18,327.57
Cover Period	01/06/2025 to 31/05/2026

The basis of our recommendation is:

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

Insurer Selection

After reviewing your requirements and our insurance market knowledge, we decided not to seek alternatives. We have, therefore, only considered your existing insurer.

We believe that the terms offered provide suitable cover and premium for your insurance needs, considering your specific 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 evaluates an insurance organisation's financial stability and its ability to honour its insurance policies.

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

We strive to use financially stable insurers but we cannot guarantee their solvency. If an insurer does not meet our standards, we will let you know and ask for your approval before going ahead.

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	01/06/2025 to 31/05/2026

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	Inflation Provision	Declared / (Full) Value (GBP)	Sum Insured (GBP)
Building including landlords fixtures and fittings (Town Hall)	Reinstatement	20%	661,541	793,849

Contents

Description	Cover Basis	Inflation Provision	Declared / (Full) Value (GBP)	Sum Insured (GBP)
General Contents	Reinstatement	20%	36,890	44,268

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	Inflation Provision	Declared / (Full) Value (GBP)	Sum Insured (GBP)
Building including landlords fixtures and fittings (Chapel & Store)	Reinstatement	20%	641,852	770,224
Store & Restroom	Reinstatement	20%	572,285	686,743
Walls	Reinstatement	20%	402,963	483,554
Outbuildings Garage & Toilets	Reinstatement	20%	156,197	187,438

Contents

Description	Cover Basis	Inflation Provision	Declared / (Full) Value (GBP)	Sum Insured (GBP)
General Contents	Reinstatement	20%	10,658	12,789

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	Inflation Provision	Declared / (Full) Value (GBP)	Sum Insured (GBP)
Building including landlords fixtures and fittings (Community Meeting Rooms)	Reinstatement	20%	1,051,377	1,261,654

Contents

Description	Cover Basis	Inflation Provision	Declared / (Full) Value (GBP)	Sum Insured (GBP)
General Contents	Reinstatement	20%	21,881	26,257

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	Inflation Provision	Declared / (Full) Value (GBP)	Sum Insured (GBP)
Building including landlords fixtures and fittings (Community meeting rooms)	Reinstatement	20%	330,771	396,925

Contents

Description	Cover Basis	Inflation Provision	Declared / (Full) Value (GBP)	Sum Insured (GBP)
General Contents	Reinstatement	20%	5,759	6,910

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	Inflation Provision	Declared / (Full) Value (GBP)	Sum Insured (GBP)
Building including landlords fixtures and fittings (Nursery and meeting rooms)	Reinstatement	20%	445,465	546,558
Changing Rooms	Reinstatement	20%	12,868	15,441
Playgrounds, Equipment and Surfaces	Reinstatement			98,220

Contents

Description	Cover Basis	Inflation Provision	Declared / (Full) Value (GBP)	Sum Insured (GBP)
General Contents	Reinstatement	20%	6,951	8,340

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	Inflation Provision	Declared / (Full) Value (GBP)	Sum Insured (GBP)
Community meeting rooms	20%	510,594	612,713

Contents

Description	Inflation Provision	Declared / (Full) Value (GBP)	Sum Insured (GBP)
General Contents	20%	22,777	27,334

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	Sum Insured (GBP)
Infrastructure - Street Furniture Including Benches, Bus Shelters, Bins	Reinstatement	16,038
Infrastructure - War memorials	Reinstatement	88,846
Marine Sculpture & Cemetery Sculpture	Reinstatement	47,274
Infrastructure - Playgrounds, Equipment and Surfaces		426,812
Harbour Arm Memorial Bench	Reinstatement	10,558
Triton Tourist Telescope		7,325
Bandstand		66,344
Benches & Planters		26,252
CCTV Equipment		42,483
Christmas Lights		36,659

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)
-------------	-------------------

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	11,663
Laptop Computers including Tablets	U.K.	6,500
Projector	U.K.	691
PA System	U.K.	2,000

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	80,592
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	Number of Employees	Wage Roll Estimate (GBP)
Clerical	5	180,000
Manual	2	55,000

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	831,000

Excesses

GBP:

250

Main Exclusions

Aviva 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 other than where hired in, and operated by the supplier
- (4) Bodily Injury or Damage to Property arising from
 1. go-karting, quad biking or motor sports
 2. parachute jumping, paragliding or parascending
 3. bungee jumping or abseiling
 4. ballooning or other flying activities
 5. weapons
 6. passenger carrying amusement devices
 7. remote controlled model aircraft
 8. animal rides
 9. pyrotechnics.
- (5) events where combined numbers of participants and spectators on site exceed 2,000 at any one time

ACTIONS YOU MUST TAKE

The following Condition applies in addition to any Conditions stated in Your policy wording.

Inflatable Devices Condition

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 inflatable devices that

1. a) You have in place a system of check to ensure that the supplier(s) of the inflatable device(s) has Public and Products Liability insurance and that You keep a written record of their insurer and policy number, and
- b) the limit of indemnity under such policy is at least equivalent to the limit of indemnity under the Public and Products Liability Section of this policy.
2. the supplier must have sufficient training and knowledge to understand the procedures and rules regarding the safe use and operation of such devices.
3. the maximum number of persons allowed in or on such devices at any time will not exceed the number outlined in the manufacturers' guidelines or recommendations and such devices are supervised at all times by the supplier
4. all outdoor devices have adequate anchorage points which must be used at all times.
5. all devices are inspected:
 - a. daily prior to use, and
 - b. at least annually by a competent person and the records of such inspections checked by You and any defects or risks to health & safety have been rectified

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	1,500,000

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 incepted, 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 inception, 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 2027

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 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%

(3) Third Period of Insurance - Expiring premium rates for the second Period of Insurance + 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 2027

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.

Interested Party in the Toshiba Photocopier

The interest of BNP Paribas Leasing Solution, Midpoint, Alencon Link, Basingstoke, Hampshire, RG21 7PP is noted in respect of a Toshiba 2515AC Photocopier within the Property Insured for Machinery, Plant, Furniture, Fixtures, Fittings & All Other Contents from 2nd January 2025. Their reference is A1G05400/001.

This endorsement shall apply in respect of the information as provided to and accepted by us on 2nd January 2025.

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)	565.53
Cover Period	01/06/2025 to 31/05/2026

The basis of our recommendation is:

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

Insurer Selection

After reviewing your requirements and our insurance market knowledge, we decided not to seek alternatives. We have, therefore, only considered your existing insurer.

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 evaluates an insurance organisation's financial stability and its ability to honour its insurance policies.

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

We strive to use financially stable insurers but we cannot guarantee their solvency. If an insurer does not meet our standards, we will let you know and ask for your approval before going ahead.

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	01/06/2025 to 31/05/2026

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:		2
Accidental Death/PTD/Capital Benefit Required:	£50,000	

Temporary Total Disablement

Total Number of Employees:		2
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

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 for the businesses own and third-party risks associated with e-business, the Internet, networks and informational assets

Recommended Quote

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

Policy	Cyber Package
Insurer	Allianz Global Corporate & Specialty SE, Lloyd's, The Hartford Insurance Company placed through the agency of Coalition Risk Solutions Ltd
Premium (Including IPT) (GBP)	495.68
Cover Period	01/06/2025 to 31/05/2026

The basis of our recommendation is:

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

Insurer Selection

After reviewing your requirements and our insurance market knowledge, we decided not to seek alternatives. We have, therefore, only considered your existing insurer.

We believe that the terms offered provide suitable cover and premium for your insurance needs, considering your specific risk profile.

The credit rating for Allianz Insurance plc from Standard and Poor's is 'AA'

The credit rating for Hartford Insurance Company from Standard and Poor's is 'A+'

The credit rating for the Lloyd's Market from Standard and Poor's is 'AA-'

Standard and Poor's Ratings

Standard & Poor's Insurer Financial Strength Rating guideline evaluates an insurance organisation's financial stability and its ability to honour its insurance policies.

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

We strive to use financially stable insurers but we cannot guarantee their solvency. If an insurer does not meet our standards, we will let you know and ask for your approval before going ahead.

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

Cyber Package Cover Summary

POLICYHOLDER	Newhaven Town Council
INSURER	Allianz Global Corporate & Specialty SE, Lloyd's, The Hartford Insurance Company placed through the agency of Coalition Risk Solutions Ltd
POLICY NUMBER	C-4X6F-065981
PERIOD OF INSURANCE	01/06/2025 to 31/05/2026

Client details

Number of Employees	30
Wageroll (GBP)	250,000
Turnover (next 12 months) (GBP)	831,000
Percentage of annual turnover generated online	0

Turnover breakdown (next 12 months)

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

CYBER

Cover

THIRD PARTY LIABILITY COVERAGES:

THIRD PARTY SECURITY AND PRIVACY

Insuring Agreement	Limit/Sub-Limit	Retention/Sub-Retention
A. NETWORK AND INFORMATION SECURITY LIABILITY	£500,000	£2,500
B. REGULATORY DEFENCE AND PENALTIES	As per main limit of indemnity	As per main excess
C. PCI FINES AND ASSESSMENTS	As per main limit of indemnity	As per main excess
D. FUNDS TRANSFER LIABILITY	As per main limit of indemnity	As per main excess

TECHNOLOGY AND MEDIA PROFESSIONAL

Insuring Agreement	Limit/Sub-Limit	Retention/Sub-Retention
E. TECHNOLOGY ERRORS &	n/a	n/a

Insuring Agreement	Limit/Sub-Limit	Retention/Sub-Retention
OMISSIONS		
F. MULTIMEDIA CONTENT LIABILITY	As per main limit of indemnity	As per main excess

FIRST PARTY COVERAGES:

EVENT RESPONSE

Insuring Agreement	Limit/Sub-Limit	Retention/Sub-Retention
G. BREACH RESPONSE SERVICES	Limited to 72 hours following notification to the Breach Response Services Advisor	£0
H. BREACH RESPONSE COSTS	As per main limit of indemnity	As per main excess
I. CRISIS MANAGEMENT AND PUBLIC RELATIONS	As per main limit of indemnity	As per main excess
J. RANSOMWARE AND CYBER EXTORTION	As per main limit of indemnity	As per main excess
K. DIRECT AND CONTINGENT BUSINESS INTERRUPTION, AND EXTRA EXPENSES FROM SECURITY FAILURE AND SYSTEMS FAILURE	As per main limit of indemnity	As per main excess(i) waiting period 8 hours (ii) enhanced waiting period 1 hour
L. PROOF OF LOSS PREPARATION EXPENSES	£50,000	As per main excess
M. DIGITAL ASSET RESTORATION	As per main limit of indemnity	As per main excess
N. COMPUTER REPLACEMENT AND BRICKING	As per main limit of indemnity	As per main excess
O. REPUTATIONAL HARM LOSS	As per main limit of indemnity	Reputational waiting period 14 days
P. COURT ATTENDANCE	(i) per day/per person limit £250 (ii) Limit £50,000	n/a
Q. CRIMINAL REWARD	£50,000	£0

CYBER CRIME

Insuring Agreement	Limit / Sub-Limit	Retention / Sub-Retention
R. FUNDS TRANSFER FRAUD, PERSONAL FUNDS FRAUD, AND SOCIAL ENGINEERING	25% of Main limit of indemnity	An amount equal to five times the main excess
S. SERVICE FRAUD INCLUDING CRYPTOJACKING	£100,000	As per main excess
T. IMPERSONATION REPAIR COSTS	£50,000	As per main excess
U. INVOICE MANIPULATION	As per main limit of indemnity	As per main excess

Limit of Indemnity

GBP: 500,000

Excess

GBP: 2,500

Inner Limits

LIMITS OF LIABILITY: Aggregate policy limit of liability and limits of liability for all insuring agreements other than Breach Response Services

Endorsements

Additional coverages by Endorsement (not included if shown as n/a)

Coverages by Endorsement	Limit / Sub-Limit	Retention / Sub-Retention
BODILY INJURY AND PROPERTY DAMAGE –3RD PARTY	n/a	n/a
BODILY INJURY AND PROPERTY DAMAGE –1ST PARTY	n/a	n/a
POLLUTION	n/a	n/a
REPUTATION REPAIR	n/a	n/a

Pre-Claim Assistance

Limit: £90

Pre-claim assistance is a benefit included as part of the premium.

See Section V, CLAIMS PROCESS, PRE-CLAIM ASSISTANCE of the Policy for more details.

Retroactive Date: Full Prior Acts Coverage

QUOTA SHARE ENDORSEMENT

COALITION CYBER AND TECHNOLOGY POLICY 3.0

This Policy is issued on a quota share basis. Each insurer will be responsible for payment of a certain percentage share of the Limits of Liability as specified in the Declarations for this Policy as follows:

Quota Share Percentage of each insurer - Insurer	Quota Share Percentage
Allianz Global Corporate & Specialty SE	70%
Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B133823COA0004)	30%

Each quota share insurers' obligations to you under this Policy are several and not joint and are limited solely to the extent of their individual quota share percentage. The quota share insurers are not responsible for the obligations of any quota share insurer who for any reason does not satisfy all or part of its obligations. None of the quota share insurers has a duty to pay before any of the other quota share insurers. Claim expenses are part of and not in addition to the Limits of Liability.

Provided that:

1. The collective liability of the insurers shall not exceed the Aggregate Policy Limit of Liability as specified in Item 4. of the Declarations.
2. The Limit of Liability of each of the insurers individually shall be limited to the pro rata percentage of liability set opposite its name.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

REPUTATION REPAIR ENDORSEMENT

COALITION CYBER AND TECHNOLOGY POLICY 3.0

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. The definition of "Crisis management costs" under Section IX, DEFINITIONS is deleted and replaced with the following:

CRISIS MANAGEMENT COSTS

Means the following reasonable fees or expenses agreed to in advance by us, in our discretion (such agreement not to be unreasonably withheld) to mitigate harm to your reputation or to a covered damages, loss, claim expenses, breach response costs, or breach response services due to a public relations event:

1. *a public relations or crisis management consultant;*
2. *media purchasing or for printing or mailing materials intended to inform the general public about the public relations event;*
3. *providing notifications to individuals where such notifications are not required by breach notice law, including notices to your non-affected customers, employees, or clients; and*
4. *other costs approved in advance by us;*

Provided that any crisis management costs to mitigate harm to your reputation must be incurred within twelve months after the first publication of such public relations event.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

BREACH RESPONSE SEPARATE LIMIT ENDORSEMENT

COALITION CYBER AND TECHNOLOGY POLICY 3.0

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. Section VI, LIMITS OF LIABILITY AND RETENTION, LIMITS OF LIABILITY is deleted and replaced by the following:

LIMITS OF LIABILITY

Aggregate Policy Limit of Liability and Limits of Liability for All Insuring Agreements Other Than Breach Response Services and Breach Response Costs

The Aggregate Policy Limit of Liability set forth in Item 4. of the Declarations is the maximum amount we will be liable to pay for all claim expenses, damages, funds transfer liability loss, loss, PCI fines and assessments, regulatory penalties, and other amounts under this Policy, regardless of the number of claims, events, or insureds. The reference to Aggregate Policy Limit of Liability herein also refers to each participating Insurer's individual Quota Share Limit of Liability as stated in Item 8. of the Declarations.

The Per Event Limit of Liability set forth in Item 4. of the Declarations is the maximum amount we will be liable to pay for all claim expenses, damages, funds transfer liability loss, loss, PCI fines and assessments, regulatory penalties, and other amounts arising from a single event under all Insuring Agreements, regardless of the number of Insuring Agreements triggered, claims, or insureds. Such Limits of Liability are part of, and not in addition to, the Aggregate Policy Limit of Liability.

The Limit stated in Item 5. of the Declarations with respect to an Insuring Agreement is the maximum amount we will be liable to pay for all claim expenses, damages, funds transfer liability loss, loss, PCI fines and assessments, regulatory penalties, and other amounts arising from a single event and in aggregate for all events under that Insuring Agreement. Such Limits of Liability are part of, and not in addition to, the Aggregate Policy Limit of Liability.

Our Limits of Liability for an Optional Extended Reporting Period, if applicable, will be part of, and not in addition to the Aggregate Policy Limit of Liability set forth in Item 4. of the Declarations.

Limits of Liability for Breach Response Services and Breach Response Costs

Breach response services will be provided for a maximum of 72 hours following your notification to the breach response services advisor.

Breach response services will be provided in addition to and will not erode the Aggregate Policy Limit of Liability. The limit set forth in Item 5.H. of the Declarations is the maximum amount we will be liable to pay for all breach response costs, regardless of the number of security failures, data breaches, or insureds. This Limit is in addition to the Aggregate Policy Limit of Liability. Upon exhaustion of the breach response costs Limit, there will be no further coverage under this Policy for any breach response costs.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

PREMIUM PAYMENT ENDORSEMENT (30 DAYS)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER AND TECHNOLOGY POLICY 3.0

The named insured undertakes that premium will be paid in full to us within 30 days of inception of this Policy. If the premium due under this Policy has not been paid to us by the 30th day from the inception of this Policy, then we shall have the right to cancel this Policy in accordance with SECTION VII, CANCELLATION AND OPTIONAL EXTENDED REPORTING PERIOD, CANCELLATION.

FUNDS TRANSFER LOSS ENDORSEMENT REQUIRING AUTHENTICATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER AND TECHNOLOGY POLICY 3.0

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. The definition of "Funds Transfer Fraud" under SECTION IX, DEFINITIONS is deleted and replaced with the following:

FUNDS TRANSFER FRAUD

Means fraudulent instruction transmitted by electronic means, including through social engineering, to you or your financial institution including an escrow account provider directing you, or the financial institution including an escrow account provider:

1. to debit, or instruct to authorise to debit, an account for which the named insured or subsidiary is an authorised custodian, and to transfer, pay, or deliver money or securities from such account; or
2. to debit, or instruct to authorise to debit, an account held by the named insured or subsidiary, or held by the named insured or subsidiary on behalf of a third party, and to transfer, pay, or deliver money or securities from such account; or
3. directing you to transfer or deliver tangible property owned or held by the named insured or subsidiary; which purports to have been transmitted by you or your vendors, business partners, or existing clients, and impersonates such party including through the use of deepfakes, but was transmitted by someone other than you or your

vendors, business partners, or existing clients, and without such party's knowledge or consent. The "financial institution" does not include any such entity, institution, or organisation that is an insured. Funds transfer fraud will not include loss arising out of any fraudulent request to change instruction or create a new instruction received by you or your financial institution including an escrow account provider that is not authenticated by you or your financial institution including an escrow account provider by means of a secondary method of authentication to verify the authenticity or validity of such instruction in addition to the original method of authentication undertaken.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

UK – WAR EXCLUSION – AMENDED V2

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER AND TECHNOLOGY POLICY 3.0

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. Section III, EXCLUSIONS - WHAT IS NOT COVERED, Paragraph W. WAR AND TERRORISM is deleted and replaced with the following exclusion:

W. WAR - AMENDED

1. war;
2. a cyber operation that is carried out as part of a war; or
3. a cyber operation that causes a sovereign state to become an impacted state.

Provided, however, item three (3) above shall not apply to the direct or indirect effect of a cyber operation on a computer system used by the insured or its third party service providers that is not

2. For the purposes of applying this exclusion, the following definitions apply:

Computer system

means any computers and related peripheral components (including Internet of Things (IoT) devices), systems and applications software, terminal devices, related communications networks, mobile devices (handheld and other wireless computing devices), and storage and back-up devices.

Cyber operation

means the use of a computer system by, at the direction of, or under the control of a sovereign state to disrupt, deny, degrade, manipulate or destroy information in a computer system of or in another sovereign state.

Essential service

Means a service that is essential for the maintenance of vital functions of a sovereign state including but not limited to financial institutions and associated financial market infrastructure, health services or utility services.

Impacted state

means a sovereign state where a cyber operation has had a major detrimental impact on:

1. the functioning of that sovereign state due to disruption to the availability, integrity or delivery of an essential service in that sovereign state; and/or
2. the security or defence of that sovereign state.

War

means the use of physical force by a sovereign state against another sovereign state, or as part of a civil war, rebellion, revolution, insurrection, or military or usurped power, whether war be declared or not.

3. Attribution of a cyber operation to a sovereign state:

Notwithstanding our burden of proof, which shall remain unchanged by this clause, in determining attribution of a cyber operation to a sovereign state, the insured and us will consider such objectively reasonable evidence that is available to them. This may include formal or official attribution by the government of the sovereign state in which the computer system affected by the cyber operation is physically located to another sovereign state or those acting at its direction or under its control.

This exclusion applies notwithstanding any provision to the contrary in this Policy or any endorsement added

thereto.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

Comments

31 Employees (includes Volunteers & Town Councillors)

How do I cancel the contract?

You can cancel this insurance at any time by surrendering this Policy to us or mailing a written notice stating when such cancellation will be effective. The earned premium will be computed pro rata but the premium will be deemed fully earned if any claim, event, or any circumstance that could reasonably be expected to give rise to a claim or event, is reported to us on or before the date of cancellation.

Conditions Precedent

DECLARATIONS

The declarations submitted on your application form must be correct. Any inaccuracies may invalidate the insurance.

Premium Payment Options

We are able to offer various Insurance premium payment options as follows: -

1. By Monthly Instalments from our selected finance partner, Premium Credit.

Repayment Period	10 Months	Amount Financed	£19,388.78
Service Charge Rate	6.4%	Facility Fee	£45
First Instalment	£2,107.97	9 Monthly instalments of	£2,062.97
Transaction Fee	£1,285.88	Total Payable	£20,674.66

Representative example

Representative 13.1% APR variable

Facility Fee £45 variable (subject to a minimum charge for credit of £50)

The credit limit is assumed for this example to be £10,400

The above are indicative terms only and are subject to acceptance and completed finance agreement.

Approval: Applications may be subject to an 'affordability assessment' and in that respect the lender may contact any applicant direct to make further enquiries. Credit is subject to status, and they may use a credit reference agency that leaves a record of the search or other information about you to conduct credit and anti-money laundering check. This record will be visible to third parties.

If your credit application to Premium Credit is approved, you will receive your information pack within the next 14 days. You will find your monthly repayment schedule in your information pack. Please read the pack carefully to ensure you understand the terms and conditions and it is right for you. You can make a full or partial repayment at any time subject to the terms in the Credit Agreement.

Transaction Fee: The Premium Credit Transaction Fee is a fixed charge and no element of it is refundable if you cancel your agreement after the 14-day cooling off period.

Chaser Fee: If you are happy to proceed with the credit agreement, please make sure you sign the Credit Agreement as soon as possible. This can be done online. A £25 charge will be incurred if Premium Credit are required to write to you to remind you to sign your credit agreement.

Default Fee: The first collection will come out of your bank account within 14 days and on the same date each month after that as your inception/renewal date. If you fail to make your required monthly repayment on time, Premium Credit may charge you a £25 default fee. For unregulated credit agreements (typically loans to business customers) this fee is £120. Failure to bring your repayments up to date could result in your agreement being cancelled.

Please note we are acting as credit broker not a lender. Premium Credit is the lender.

2. By BACS / CHAPS

Payment should be made to the following account – quoting the Reference below to assist us in identifying the payment:

Reference:	19580174
Bank:	NatWest Bank
Account Name:	James Hallam Ltd
Sort Code:	60-00-08
Account Number:	39853187
IBAN Number	GB62 NWBK 6000 0839 8531 87

Please confirm payment by e-mail to remittances@jameshallam.co.uk

3. By Cheque

Payable to "James Hallam Ltd"

If Paying by BACS / CHAPS or Cheque payment of the total amount due is required within Invoice Net 14 of cover

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 or 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 – Commercial Customers

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.

- [How we are regulated](#)
- [Details of the James Hallam Service to you](#)
- [Legal matters](#)
- [Information - your obligations](#)
- [Your Policy](#)
- [Ending your Relationship with us](#)
- [Claims](#)
- [Data Protection](#)
- [Our Remuneration/Fees](#)
- [Complaints](#)
- [Financial Crime](#)
- [Compensation](#)

How we are regulated

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.

Details of the James Hallam Service to you

Our Service – Treating customers fairly

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. We aspire to treat you, our customer, fairly and to give advice and recommendations that meet your insurance needs. We review our processes and procedures to ensure we offer the highest standards of advice and service. All our communications, reports, emails, letters, etc are designed to be clear and easy to understand.

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.

Some insurers may delegate authority to us to underwrite, bind and administer an insurance contract on their behalf, including handling and processing claims payments. We will notify you if your insurance contract is placed

under a delegated authority, as when conducting these activities, we will also be acting on behalf of insurers and not solely as your independent agent.

We may record telephone calls for training purposes and for your and our protection.

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.

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.

Legal matters

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 England or Wales, then the laws or regulations in your country of domicile may take precedence over any relevant English and Welsh 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.

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.

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.

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.

Equality Act

James Hallam Limited (JHL) abides by the Equality Act 2010 and Worker Protection (Amendment of Equality Act 2010) Act. Policy and procedures are actively in place to protect our employees from sexual, race, sex or disability discrimination and harassment at work (including by third parties).

Information - your obligations

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.

This duty applies:

- a) before your cover is placed
- b) when it is renewed
- c) at any time that the cover is changed.

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, although it is advisable and prudent to disclose such information in any event. 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.

Please note that any instruction sent by post, electronic mail, apps including but not limited to WhatsApp, text message or via a telephone voicemail message is not deemed to have been received by us until it reaches the relevant personnel in our office. Cover can not be assumed until we have confirmed this to you. We cannot accept responsibility for failures in the postal, electronic or telecommunication systems.

Warranties and subjectivities

It is important that you are clear and understand all the terms which apply to your insurance contracts. It is important that you comply strictly with any warranties and conditions precedent. Failure to do so may entitle the insurer to decline a claim. If you are aware that you are in breach of a warranty, then please keep a record of when this occurred. If you are unable to remedy the breach, then please let us know as soon as possible. A subjectivity in your policy may result in your cover being prejudiced if it is not addressed.

Your Policy

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 BACS, cheque, credit or debit card, wire/swift transfers 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.

Payment Verification Procedures

To protect us and our customers from the risk of financial crime we undertake steps to verify payment details at the outset of our relationship and at any time you instruct us to make any changes to your banking or payment details.

We shall not be liable for any losses whatsoever arising from any delays occasioned by the necessary verification of a client's (or other party's) bank account details.

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.

Ending your Relationship with Us

Cancellation

If you wish to cancel your policy, you may do so at any time subject to policy conditions. You may be required to return the policy document and also confirm your instructions in this regard.

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 insurer policy document which will fully detail the cancellation terms and charges.

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.

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.**

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.

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.

Data Protection

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:
- a) 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;
 - b) 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);
 - c) 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);
 - d) to object to or restrict how their personal data is processed;
 - e) 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;
- (b) exercise our legitimate business interests as an independent insurance broker in order to provide the relevant information and services;
- (c) carry out other functions with express consent (which may be amended or withdrawn at any time by notifying us);
- (d) 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.

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.

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.

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 10.8 FEB 2025



Spargo House
10 Budshead Way
Plymouth
Devon
PL6 5FE

Tel: 01752 670440

www.jameshallam.co.uk



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 14**

Date: 13th May 2025

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 2025-26 is £2282.05 and includes membership of NALC at £794.55.
7. Lewes District Association of Local Councils
8. 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.
9. The annual subscription falls due in August and will cost circa £60.

Newhaven Chamber of Commerce

10. 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.
11. The annual membership charge for 2025 will be £40.

Society of Local Council Clerks

12. The Society of Local Council Clerks is the professional national body for local council clerks and senior council employees (not to be confused with a Trades Union). It represents clerks to over 5,000 councils in England and Wales.
13. It provides professional training, guidance and support to its members and is an extremely valuable source of these for the town council's staff.
14. 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 £420 per annum for the Town Clerk, £300 each for the Executive Officer, and the RFO each.

Institute of Cemetery & Crematorium Management

15. Membership of this professional organisation provides officers with Continued Professional Development and represented nearly all Burial and Cremation Authorities across the United Kingdom (of which Newhaven is one).
16. Membership also facilitates much reduced training course costs, such courses on Exclusive Rights of Burial, Grave Excavation, Memorial Management and Transfer of Grave Ownership etc.
17. The annual membership fee for 2025/26 is £105.

Recommendation

18. 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

17 April 2025

Dear Alison

Re: Newhaven Town Council
Internal Audit for Financial Year Ended 31 March 2025 – Final Audit report

Executive summary

Following completion of our final internal audit on 17 April 2025 we enclose our report for your kind attention and presentation to the council. The audit was 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 Annual Governance and Accountability Return (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 which is available on request. The report concludes with an opinion as to whether each assertion has been met or not at this point in the year. **Recommendations for action are shown in bold text and are summarised in the table at the end of the report.**

Some assertions, as noted in this report, were tested at the interim internal audit completed during the financial year and the council should review all internal audit reports for the year before completing the Annual Governance Statement.

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 of Mulberry Local Authority Services Ltd, who has over 27 years’ experience in the financial sector with the last 13 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 and inherent risk assessment

An engagement letter was previously issued to the council covering the 2024/25 internal audit assignment, which includes the scope and plan of works and fee structure. Copies of this document are available on request from anna@mulberrylas.co.uk

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.

Table of contents

		PAGE
	INTERIM INTERNAL AUDIT RECOMMENDATION	3
A	BOOKS OF ACCOUNT	3
B	FINANCIAL REGULATIONS, GOVERNANCE AND PAYMENTS	3
C	RISK MANAGEMENT AND INSURANCE	3
D	BUDGET, PRECEPT AND RESERVES	4
E	INCOME	5
F	PETTY CASH	5
G	PAYROLL	5
H	ASSETS AND INVESTMENTS	5
I	BANK AND CASH	6
J	YEAR END ACCOUNTS	6
K	LIMITED ASSURANCE REVIEW	9
L	PUBLICATION OF INFORMATION	9
M	EXERCISE OF PUBLIC RIGHTS – INSPECTION OF ACCOUNTS	9
N	PUBLICATION REQUIREMENTS	10
O	TRUSTEESHIP	10
	ACHIEVEMENT OF CONTROL ASSERTIONS	11
	AUDIT POINTS CARRIED FORWARD	12

Interim internal audit recommendations

Audit Point	Interim Audit Findings	Council comments
None		

A. BOOKS OF ACCOUNT**Internal audit requirement**

Appropriate accounting records have been properly kept throughout the financial year.

Audit findings

Testing conducted at the interim internal audit.

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

Testing conducted at the interim internal audit.

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

Testing conducted at the interim internal audit.

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

Testing conducted at the interim internal audit.

The year-end budget report shows income reported as 141.6% of budget and expenditure at 152.6%, suggesting that the budget has been accurately set and carefully monitored throughout the year. There is evidence within the minutes of meetings that councillors regularly receive budget reports for review, providing them with sufficient financial information to make informed decisions.

At the end of the financial year, the council held circa £569,882 in earmarked reserves, spread across a range of clearly identifiable projects, including amounts received from Community Infrastructure Levy (CIL) which are identified separately. I checked the purpose of these earmarked reserves with the Clerk and am satisfied they are all for legitimate future planned projects of the council.

The Joint Panel on Accountability and Governance (JPAG) Practitioner’s guide provides updated guidance on the appropriate level of general reserves that councils should retain as below:

5.33. The general reserve of an authority comprises its cash flow and contingency funds to cover unexpected inflation, unforeseen events and unusual circumstances.

5.34. 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.

5.35. The reason for the wide range is to cater for the large variation in activity level between individual authorities. The smaller the authority, the closer the figure may be to 12 months expenditure, the larger the authority, the nearer to 3 months. In practice, any authority with income and expenditure in excess of £200,000 should plan towards 3 months equivalent general reserve.

5.36. In all of this it is important that each authority adopt, as a general reserve policy, the level appropriate to their size, situation, risks and plan their budget so as to ensure that the adopted level is maintained.

Consideration of the minimum level of reserves requires not only consideration of level of income and expenditure but also the risks to that income.

5.37. Authorities with significant self-generated income (other than the precept or levy) should take into account situations that may lead to a loss in revenue as well as increased costs and adapt their general reserve accordingly.

The general reserve balance at the end of the financial year is £407,962, which is within the recommended range.

E. INCOME

Internal audit requirement

Expected income was fully received, based on correct prices, properly recorded and promptly banked; and VAT was appropriately accounted for.

Audit findings

Testing conducted at the interim internal audit.

F. PETTY CASH

Internal audit requirement

Petty cash payments were properly supported by receipts, all petty cash expenditure was approved, and VAT appropriately accounted for.

Audit findings

Testing conducted at the interim internal audit.

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

Testing conducted at the interim internal audit.

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

Testing conducted at the interim internal audit.

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.

The council has borrowing through the Public Works Loan Board (PWLB) and I was able to confirm the figures for in year payments (box 5) and year-end balance (box 10) against the PWLB statement and remittance advices.

The council has no long-term investments.

I. BANK AND CASH

Internal audit requirement

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

Audit findings

Testing conducted at the interim internal audit.

I reviewed the March 2025 bank reconciliation for all accounts and was able to confirm the balances to the bank statements and found no errors.

. 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 (ACCOUNTING STATEMENT).

Section 1 – Annual Governance Statement

Based on the internal audit findings, 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>	YES – the requirements and timescales for 2023/24 year-end were 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		2023/24	2024/25	Internal Auditor notes
1	Balances brought forward	1,210,270	1,091,697	Agrees to 2023/24 carry forward (box 7)
2	Precept or rates and levies	595,380	672,430	Figure confirmed to central precept record
3	Total other receipts	155,959	460,689	Agrees to underlying accounting records
4	Staff costs	230,209	252,765	Agrees to underlying accounting records. Includes only expenditure allowed as staff costs (see section G)
5	Loan interest/capital repayments	11,002	11,002	Agrees to PWLB remittance advices
6	All other payments	628,701	956,303	Agrees to underlying accounting records
7	Balances carried forward	1,091,697	1,004,746	Casts correctly and agrees to balance sheet
8	Total value of cash and short- term investments	1,074,932	977,844	Agrees to bank reconciliation for all accounts
9	Total fixed assets plus long- term investments and assets	2,591,144	2,626,703	Matches asset register total and changes from previous year have been traced
10	Total borrowings	44,109	35,097	Agrees to PWLB statement
11a	Disclosure note re Trust Funds (including charitable)	√	√	No – the council is not a sole trustee
11b	Disclosure note re Trust Funds (including charitable)	√	√	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 completed.

This shows year-end debtors of £27,211.19 and year-end creditors of £309.06, with a full breakdown of the individual debtors and creditors provided.

The AGAR correctly casts and cross casts and last year's comparatives match the figures submitted for 2023/24 and published on the council website.

The variance analysis has been completed and, in my opinion, provides sufficient financial and narrative information to explain the variances to the External Auditor.

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

IF the authority certified itself as exempt from a limited assurance review in 2023/24, it met the exemption criteria and correctly declared itself exempt. (If the authority had a limited assurance review of its 2023/24 AGAR tick “not covered”)

Audit findings

The council did not certify itself exempt in 2023/24 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 2019/20 to 2023/24 inclusive.

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

The authority has demonstrated that during summer 2024 it correctly provided for the exercise of public rights as required by the Accounts and Audit Regulations.

Audit findings

Testing conducted at the interim internal audit.

Inspection – key dates	2023/24 Actual	2024/25 Proposed
Date AGAR signed by council	14 May 2024	13 May 2025

Date inspection notice issued	31 May 2024	2 June 2025
Inspection period begins	3 June 2024	3 June 2025
Inspection period ends	12 July 2024	14 July 2025
Correct length (30 working days)	Yes	Yes
Common period included (first 10 working days of July)	Yes	Yes

I am satisfied the requirements of this control objective were met for 2023/24, and assertion 4 on the Annual Governance Statement can therefore be signed yes by the council. I was able to confirm that the proposed dates for 2023/24 meet the statutory requirements.

N: PUBLICATION REQUIREMENTS

Internal audit requirement

The authority has complied with the publication requirements for 2023/24. Under the Accounts and Audit Regulations 2015, authorities must publish the following information on the authority website / webpage.

Before 1 July 2024 authorities must publish:

- *Notice of the period for the exercise of public rights and a declaration that the accounting statements are as yet unaudited*
- *Section 1 - Annual Governance Statement 2023/24, approved and signed, page 4*
- *Section 2 - Accounting Statements 2023/24, approved and signed, page 5*

Not later than 30 September 2024 authorities must publish:

- *Notice of conclusion of audit*
- *Section 3 - External Auditor Report and Certificate*
- *Sections 1 and 2 of AGAR including any amendments as a result of the limited assurance review.*

It is recommended as best practice, to avoid any potential confusion by local electors and interested parties, that you also publish the Annual Internal Audit Report, page 3.

Audit findings

I was able to confirm that the Notice of the Period of Public Rights and Section 1 (Annual Governance Statement) and Section 2 (Accounting Statement) were published on the council's website before 1 July 2024.

I was able to confirm that the Notice of Conclusion of Audit and External Auditor Report and Certificate were published on the council's website before 30 September 2024.

The council has therefore met the publication requirements for 2023/24 have been met.

O. TRUSTEESHIP

Internal audit requirement

Trust funds (including charitable) – The council met its responsibilities as a trustee.

Audit findings

Testing conducted at the interim internal audit.

Achievement of control assertions at final internal audit date

Based on the tests conducted during the interim and final audits, our conclusions on the achievement of the internal control objectives to date are summarised in the table below.

	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 the previous year, it met the exemption criteria and correctly declared itself exempt. <i>(If the authority had a limited assurance review in the previous year 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 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 previous year's AGAR.	✓		

O	Trust funds (including charitable) – The council met its responsibilities as a trustee.			✓
---	---	--	--	---

Should you have any queries please contact me directly on michelle@mulberrylas.gov.uk

Yours sincerely

m. webber

Michelle Webber

Internal Auditor, Mulberry Local Authority Services Ltd

Final Internal Audit - Points Carried Forward

Audit Point	Interim Audit Findings	Council comments
None		

Annual Internal Audit Report 2024/25

Newhaven Town Council

During the financial year ended 31 March 2025, 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 2024/25 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 2023/24, it met the exemption criteria and correctly declared itself exempt. (If the authority had a limited assurance review of its 2023/24 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 2024-25 AGAR period, were public rights in relation to the 2023-24 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 2023/24 AGAR (see AGAR Page 1 Guidance Notes).	✓		
O. (For local councils only) Trust funds (Including charitable) – The council met its responsibilities as a trustee.	Yes	No	Not applicable
			✓

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

09/10/2024 17/04/2025

Name of person who carried out the internal audit

M. WEBBER - MURBERY LAS UD

Signature of person who carried out the internal audit

M. WEBBER

Date

17/04/2025

*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 16**

Date: 13th May 2025

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. 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 as well as streamlining their own approach and operational impact upon council officers. E.g. website portal for submission of documents electronically etc.
4. 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.
5. The town council's budget for 2025-26 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 2025-26.

Section 1 – Annual Governance Statement 2024/25

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 2025, that:

	Agreed		
	Yes	No*	
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>
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>
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>
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>
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>
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>
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>
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>
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:

DD/MM/YYYY

and recorded as minute reference:

MINUTE REFERENCE

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

Chair

SIGNATURE REQUIRED

Clerk

SIGNATURE REQUIRED

ENTER PRINTED NAME OF CHAIR AND CLERK AND THEIR HOME ADDRESSES

Section 2 – Accounting Statements 2024/25 for

Newhaven Town Council

	Year ending		Notes and guidance
	31 March 2024 £	31 March 2025 £	
1. Balances brought forward	1,210,270	1,091,697	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	595,380	672,430	Total amount of precept (or for IDBs rates and levies) received or receivable in the year. Exclude any grants received.
3. (+) Total other receipts	155,959	460,689	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	230,209	252,765	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	628,701	956,303	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	1,091,697	1,004,746	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	1,074,932	977,844	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	2,591,144	2,626,703	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	44,109	35,097	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 2025 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

11/4/2025

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

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 18.**

Date: 13th May 2025

Report Contact: Town Clerk

Subject: **Review of Financial Regulations, Standing Orders & Reserves Policy**

1. The purpose of this report is to seek the council's consideration and adoption of the following documents that have been reviewed by the Town Clerk and RFO;

NTC Financial Regulations,
NTC Standing Orders, and
NTC Reserves Policy

2. These documents are reviewed by officers and then considered at the Annual Full Council meeting (May) each year, with both the Financial Regulations and Standing Orders forming the primary procedural framework on which council finances and meeting conduct are based.
3. Members are requested to ignore the 'index page' of each document where relevant as these will be amended following consideration and adoption.
4. **Financial Regulations - (Appendix 1).** Other than the updating of typographic and financial information, the majority of changes are in response to The Smaller Authorities' Proper Practices Panel (SAPPP), formally the Joint Panel on Accountability and Governance (JPAG) Practitioners Guide issued on March 28th 2025, and the National Association of Local Councils (NALC) Model Financial Regulations published March 5th 2025.
5. The latter document reflects those legislative changes surrounding procurement and contracts.
6. Substantive changes to this document can be seen at the following points within Appendix 1;

Page 5 para 3.5/3.6
Page 8 paras 4.9 - 4.12
Page 11 para 6.12a
Page 15 paras 11.2 – 11.9
Page 20 paras 19.2 – 19.3

7. **Standing Orders – (Appendix 2).** On March 31st 2025, NALC also produced a revised template of ‘Model Standing Orders’ which officers have reviewed comparatively to the existing NTC Standing Orders.
8. The primary change to the existing Standing Orders is the inclusion of updates to procurement & financial controls which reflect those same provisions encompassed in the revised Financial Regulations. (Page 25 paras 19c-e)
9. For further clarification, officers have additionally introduced caveats surrounding P&D Committee and Audit Committee Membership which were previously informally included in the Committee Terms of Reference. (Page 9 paras 4f-g).
10. **Reserves Policy (Appendix 3).** There are no necessary substantive changes required within this document, other than a small alteration to reflect the title ‘Smaller Authorities’ Proper Practice Panel Practitioners Guide.’

Recommendation.

That the council resolves to adopt both the reviewed Financial Regulations, Standing Orders and Reserves Policy with those proposed changes.



NEWHAVEN TOWN COUNCIL

Financial Regulations

Index

1.	General	2
2.	Accounting and Audit (Internal and External)	4
3.	Annual Estimates (Budget) and Forward Planning	5
4.	Budgetary Control and Authority to Spend	6
5.	Banking Arrangements and Authorisation of Payments	7
6.	Instructions for the Making of Payments	8
7.	Payment of Salaries.....	10
8.	Loans and Investments	11
9.	Income	11
10.	Orders for Work, Goods and Services	12
11.	Contracts	12
12.	Payments under Contracts for Building or other Construction Works	14
13.	Stores and Equipment	15
14.	Assets, Properties and Estates	15
15.	Insurance	15
16.	Charities	16
17.	Risk Management	16
18.	Delegation.....	16
19.	Suspension and Revision of Financial Regulations	16
20.	Reserves Policy.....	17

1. General

- 1.1. These financial regulations govern the conduct of financial management by the council and may only be amended or varied by resolution of the council. Financial regulations are one of the council's three governing policy documents providing procedural guidance for members and officers. Financial regulations must be observed in conjunction with the council's standing orders and any individual financial regulations relating to contracts.
- 1.2. The council is responsible in law for ensuring that its financial management is adequate and effective, and that the council has a sound system of internal control which facilitates the effective exercise of the council's functions, including arrangements for the management of risk.
- 1.3. The council's accounting control systems must include measures:
 - for the timely production of accounts;
 - that provide for the safe and efficient safeguarding of public money;
 - to prevent and detect inaccuracy and fraud; and
 - identifying the duties of officers.
- 1.4. These financial regulations demonstrate how the council meets these responsibilities and requirements.
- 1.5. At least once a year, prior to approving the Annual Governance Statement, the council must review the effectiveness of its system of internal control which shall be in accordance with proper practices.
- 1.6. A breach of these Regulations by an employee is gross misconduct.
- 1.7. Members of council are expected to follow the instructions within these Regulations and not to entice employees to breach them. Failure to follow instructions within these Regulations brings the office of councillor into disrepute.
- 1.8. The Responsible Financial Officer (RFO) holds a statutory office to be appointed by the council.
- 1.9. The RFO;
 - acts under the policy direction of the council;
 - administers the council's financial affairs in accordance with all Acts, Regulations and proper practices;
 - determines on behalf of the council its accounting records and accounting control systems;
 - ensures the accounting control systems are observed;
 - maintains the accounting records of the council up to date in accordance with proper practices;
 - assists the council to secure economy, efficiency and effectiveness in the use of its resources; and
 - produces financial management information as required by the council.

- 1.10. The accounting records determined by the RFO shall be sufficient to show and explain the council's transactions and to enable the RFO to ensure that any income and expenditure account and statement of balances, or record of receipts and payments and additional information, as the case may be, or management information prepared for the council from time to time comply with the Accounts and Audit Regulations.
- 1.11. The accounting records determined by the RFO shall in particular contain:
- entries from day to day of all sums of money received and expended by the council and the matters to which the income and expenditure or receipts and payments account relate;
 - a record of the assets and liabilities of the council; and
 - wherever relevant, a record of the council's income and expenditure in relation to claims made, or to be made, for any contribution, grant or subsidy.
- 1.12. The accounting control systems determined by the RFO shall include:
- procedures to ensure that the financial transactions of the council are recorded as soon as reasonably practicable and as accurately and reasonably as possible;
 - procedures to enable the prevention and detection of inaccuracies and fraud and the ability to reconstruct any lost records;
 - identification of the duties of officers dealing with financial transactions and division of responsibilities of those officers in relation to significant transactions;
 - procedures to ensure that uncollectable amounts, including any bad debts are not submitted to the council for approval to be written off except with the approval of the RFO and that the approvals are shown in the accounting records; and
 - measures to ensure that risk is properly managed.
- 1.13. The council is not empowered by these Regulations or otherwise to delegate certain specified decisions. In particular any decision regarding:
- setting the final budget or the precept (council tax requirement);
 - approving accounting statements;
 - approving an annual governance statement;
 - borrowing;
 - writing off bad debts;
 - declaring eligibility for the General Power of Competence; and
 - addressing recommendations in any report from the internal or external auditors,
- shall be a matter for the full council only.
- 1.14. Additionally, the council must:
- determine and keep under regular review the bank mandate for all council bank accounts;

- approve any grant or a single commitment in excess of £5,000; and
- in respect of the annual salary for any employee have regard to recommendations about annual salaries of employees made by the Personnel committee in accordance with its terms of reference.

1.15. In these financial regulations, references to the Accounts and Audit Regulations or 'the regulations' shall mean the regulations issued under the provisions of section 27 of the Audit Commission Act 1998, or any superseding legislation, and then in force unless otherwise specified.

In these financial regulations the term 'proper practice' or 'proper practices' shall refer to guidance issued in *Governance and Accountability for Local Councils - a Practitioners' Guide (England)* issued by the Joint Practitioners Advisory Group (JPAG), available from the websites of NALC and the Society for Local Council Clerks (SLCC).

2. Accounting and audit (internal and external)

- 2.1. All accounting procedures and financial records of the council shall be determined by the RFO in accordance with the Accounts and Audit Regulations, appropriate guidance and proper practices.
- 2.2. On a regular basis, at least once in each quarter, and at each financial year end, a member other than the Chairman or a member cheque/account signatory, shall verify bank reconciliations and credit card statements (for all accounts) produced by the RFO. The member shall sign the reconciliations, the original bank statements and the month-end Trial Balance as evidence of verification and additionally physically check and verify the Petty Cash held at that time. This activity shall on conclusion be reported, including any exceptions, to and noted by the council.
- 2.3. The RFO shall complete the annual statement of accounts, annual report, and any related documents of the council contained in the Annual Return (as specified in proper practices) as soon as practicable after the end of the financial year and having certified the accounts shall submit them and report thereon to the council within the timescales set by the Accounts and Audit Regulations.
- 2.4. The council shall ensure that there is an adequate and effective system of internal audit of its accounting records, and of its system of internal control in accordance with proper practices. Any officer or member of the council shall make available such documents and records as appear to the council to be necessary for the purpose of the audit and shall, as directed by the council, supply the RFO, internal auditor, or external auditor with such information and explanation as the council considers necessary for that purpose.
- 2.5. The internal auditor shall be appointed by and shall carry out the work in relation to internal controls required by the council in accordance with proper practices.
- 2.6. The internal auditor shall:
 - be competent and independent of the financial operations of the council;

Formatted: Font: 12 pt

- report to council in writing, or in person, on a regular basis with a minimum of one annual written report during each financial year;
 - to demonstrate competence, objectivity and independence, be free from any actual or perceived conflicts of interest, including those arising from family relationships; and
 - have no involvement in the financial decision making, management or control of the council.
- 2.7. Internal or external auditors may not under any circumstances:
- perform any operational duties for the council;
 - initiate or approve accounting transactions; or
 - direct the activities of any council employee, except to the extent that such employees have been appropriately assigned to assist the internal auditor.
- 2.8. For the avoidance of doubt, in relation to internal audit the terms 'independent' and 'independence' shall have the same meaning as is described in proper practices.
- 2.9. The RFO shall make arrangements for the exercise of electors' rights in relation to the accounts including the opportunity to inspect the accounts, books, and vouchers and display or publish any notices and statements of account required by Audit Commission Act 1998, or any superseding legislation, and the Accounts and Audit Regulations.
- 2.10. The RFO shall, without undue delay, bring to the attention of all councillors any correspondence or report from internal or external auditors.

3. Annual estimates (budget) and forward planning

- 3.1. Each committee shall review its three-year forecast of revenue and capital receipts and payments. Having regard to the forecast, it shall thereafter formulate and submit proposals for the following financial year to the council not later than the end of November each year including any proposals for revising the forecast.
- 3.2. The RFO must each year, by no later than December, prepare detailed estimates of all receipts and payments including the use of reserves and all sources of funding for the following financial year in the form of a budget to be considered by the Promotion Partnership & Finance Committee and the council.
- 3.3. The council shall consider annual budget proposals in relation to the council's three year forecast of revenue and capital receipts and payments including recommendations for the use of reserves and sources of funding and update the forecast accordingly.
- ~~3.4.~~ The council shall fix the precept (council tax requirement), and relevant basic amount of council tax to be levied for the ensuing financial year not later than by the end of January each year. The RFO shall issue the precept to the billing authority and shall supply each member with a copy of the approved annual budget.

~~3.4.~~ 3.5 Any councillor/member of the council with Council Tax unpaid for more than 2 months is

prohibited from voting on the budget or precept by Section 106 of The Local Government Finance Act 1992 and must disclose at the start of the meeting that Section 106 applies to them.

3.5. The approved annual budget shall form the basis of financial control for the ensuing year.

~~The approved annual budget shall form the basis of financial control for the ensuing year.~~

Formatted: Left, Right: 0.18 cm, Space Before: 7.2 pt,
Tab stops: 1.7 cm, Left

~~3.5. The approved annual budget shall form the basis of financial control for the ensuing year.~~

Formatted: Condensed by 0.2 pt

Formatted: Normal, No bullets or numbering

4. Budgetary control and authority to spend.

Formatted: Font: 12 pt

4.1. Expenditure on revenue items may be authorised up to the amounts included for that class of expenditure in the approved budget. This authority is to be determined by:

- the council for all items over £7,500 NET;
- a duly delegated committee of the council for items over £2,000 NET; or
- the ClerkTown Clerk, for any items valued at £2,000 NET and below.

Such authority is to be evidenced by a minute or by an authorisation slip duly signed by the ClerkTown Clerk. Contracts may not be disaggregated to avoid controls imposed by these regulations.

4.2. No expenditure may be authorised that will exceed the amount provided in the revenue budget for that class of expenditure other than by resolution of the council, or duly delegated committee. During the budget year and with the approval of council having considered fully the implications for public services, unspent and available amounts may be moved to other budget headings or to an earmarked reserve as appropriate ('virement').

4.3. Unspent provisions in the revenue or capital budgets for completed projects shall not be carried forward to a subsequent year unless requested by committee and approved by the council.

4.4. The salary budgets are to be reviewed by the Personnel Committee at least annually for the following financial year and such review shall be evidenced by the minutes. The RFO will inform committees of any changes impacting on their budget requirement for the coming year in good time.

4.5. In cases of extreme risk to the delivery of council services, the clerkTown Clerk may authorise revenue expenditure on behalf of the council which in the clerkTown Clerk's judgement it is necessary to carry out. Such expenditure includes repair, replacement or other work, whether or not there is any budgetary provision for the expenditure, subject to a limit of £3500. The Town Clerk (or Executive Officer in the absence of the Town Clerk), shall in the first instance advise the Chairman and/or the relevant Committee Chair of such an action and subsequently report this to the council as soon as practicable thereafter.

4.6. No expenditure shall be authorised in relation to any capital project and no contract entered into or tender accepted involving capital expenditure unless the council is satisfied that the necessary funds are available, and the requisite borrowing approval has been obtained.

4.7. All capital works shall be administered in accordance with the council's standing orders and financial regulations relating to contracts.

4.8. The RFO shall regularly provide the council with a statement of receipts and payments to date under each head of the budgets, comparing actual expenditure to the appropriate date against that planned as shown in the budget.

4.9. No individual member, or informal group of members may issue an official order {unless instructed to do so in advance by a resolution of the council} or make any contract on behalf of the council.

4.10. No expenditure may be authorised that will exceed the budget for that type of expenditure other than by resolution of the council (for a duly delegated committee acting within its Terms of Reference) except in an emergency.

4.11. No expenditure shall be authorised, no contract entered into or tender accepted in relation to any major project, unless [the council] is satisfied that the necessary funds are available and that where a loan is required, Government borrowing approval has been obtained first.

4.8.4.12. An official order or letter shall be issued for all work, goods and services (above [£1000] excluding VAT) unless a formal contract is to be prepared or an official order would be inappropriate. Copies of orders shall be retained, along with evidence of receipt of goods.

Formatted: Indent: Left: 1.7 cm, No bullets or numbering

Formatted: Right: 0 cm, Space Before: 0 pt, After: 6 pt, Widow/Orphan control, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers, Tab stops: Not at 1.7 cm

Formatted: Font: (Default) Arial

[4.9.4.13.](#) Changes in earmarked reserves shall be approved by council as part of the budgetary control process.

5. Banking arrangements and authorisation of payments

Formatted: Font: 12 pt

- 5.1. The council's banking arrangements, including the bank mandate, shall be made by the RFO and approved by the council; banking arrangements may not be delegated to a committee. They shall be regularly reviewed for safety and efficiency. Bank signatories shall be the following officers, the Town Clerk, the Executive Officer and the RFO.
- 5.2. Each calendar month, the RFO will produce, with a covering summary sheet, a 'financial package' of Bank Account Reconciliations including Company Credit Card Payments, Petty Cash and all payments made which is to be checked and verified as correct by a Town Councillor. Each of these 'finance packages' will form part of the agenda for the next scheduled council meeting.
- 5.3. The council shall review those financial package(s) for compliance and, having satisfied itself shall approve them by a resolution of the council. The approved 'financial packages' shall be signed by the chair of the meeting. A detailed list of all payments shall be disclosed within or as an attachment to the minutes of the meeting at which payment was authorised. Personal payments (including salaries, wages, expenses and any payment made in relation to the termination of a contract of employment) may be summarised to remove public access to any personal information.
- 5.4. The RFO will collate all invoices for payment into a 'payment schedule' which shall be examined, verified and certified by the Town Clerk or Executive Officer to confirm that the work, goods or services to which each invoice relates has been received, carried out, examined and represents expenditure previously approved by the council.
- 5.5. The RFO shall also examine all invoices within each 'payment schedule' for arithmetical accuracy and analyse them to the appropriate expenditure heading within the council's financial software package. The RFO shall take all steps to pay all invoices submitted, and which are in order, and in good time.
- 5.6. Following the checks detailed at 5.4 and 5.5 above, all invoices in each 'payment schedule' will be checked and verified correct for payment by no less than two councillors who will each initial every invoice in a signature 'box' stamped thereon. Alternatively, this process may include electronic copies of each invoice, also summarised in an invoice list and sent in an email from the RFO to those councillors for approval/authorisation or rejection.
- 5.7. Using the councils Internet Banking facilities, the RFO shall enter that 'payment schedule' of verified invoices and their individual amounts, which will then be checked and then authorised for payment by the Town Clerk or Executive Officer.
- 5.8. In the context of Paras., 5.2 – 5.7, the roles of the Town Clerk, Executive Officer and RFO are interchangeable in order to retain operational efficiency, continuity and transparency. Records of all BAC's or other electronic payments, their schedules and process receipts are to be retained in electronic and/or hard copy formats.

- 5.9. The Town Clerk (or the Executive Officer in the absence of the Town Clerk) and RFO shall have delegated authority to authorise the payment of items only in the following circumstances:
- a) If a payment is necessary to avoid a charge to interest under the Late Payment of Commercial Debts (Interest) Act 1998, and the due date for payment is before the next scheduled Meeting of council, where the ClerkTown Clerk and RFO certify that there is no dispute or other reason to delay payment, provided that a list of such payments shall be submitted to the next appropriate meeting of council;
 - b) Due payments which arise on a regular basis as the result of a continuing contract, statutory duty, or obligation (such as but not exclusively, salaries, PAYE and NI, superannuation fund, utilities, regular maintenance contracts and the like), provided that a list of such payments shall be submitted to the next appropriate meeting of council.
 - c) Fund transfers within the council's banking arrangements, provided that a list of such payments shall be submitted to the next appropriate meeting of council.
 - d) Items of equipment and the like required for the day-to-day operation of the council's business up to a limit of £2000, provided that a list of such payments shall be submitted to the next appropriate meeting of the council.
- 5.10. In respect of grants a duly authorised committee shall approve expenditure within any limits set by council and in accordance with any policy statement approved by council. Any Revenue or Capital Grant in excess of £7,500 shall before payment, be subject to ratification by resolution of the council.
- 5.11. Members are subject to the Code of Conduct that has been adopted by the council and shall comply with the Code and Standing Orders when a decision to authorise or instruct payment is made in respect of a matter in which they have a disclosable pecuniary or other interest unless a dispensation has been granted.

6. Instructions for the making of payments

- 6.1. The council will make safe and efficient arrangements for the making of its payments.
- 6.2. The Town Clerk, or Executive Officer or RFO shall give instruction that a payment shall be made.
- 6.3. All payments shall be effected by BAC's, cheque or other instructions to the council's bankers, or otherwise, in accordance with a resolution of council or duly delegated committee or in accordance with financial regulation 5.9 above.
- 6.4. Following those checks detailed at 5.3-5.6, cheques or orders for payment drawn on the bank account in accordance with a verified 'payment schedule' shall be signed and authorised by two of the following officers, the Town Clerk, or Executive Officer or RFO.
- 6.5. Payment for certain items such as utility supplies (energy, telephone and water) and any National Non-Domestic Rates may be made by variable direct debit provided that the instructions are signed by two members of the current Promotion, Partnership & Finance Committee and countersigned by the Chairman/Mayor and one of the following officers, the Town Clerk, or Executive Officer or RFO,

Formatted: Font: 12 pt

and any payments are reported to council as made. The approval of the use of a variable direct debit shall be renewed by resolution of the council at least every four years.

- 6.6. Payment for certain items may be made by banker's standing order provided that the instructions are verified by two members of the current Promotion, Partnership & Finance Committee and signed by the Town Clerk or Executive Officer or RFO, all payment documentation is to be retained and the payments reported to council as made. The approval of the use of a banker's standing order shall be renewed by resolution of the council at least every four years.
- 6.7. No employee or councillor shall disclose any PIN or password, relevant to the working of the council or its bank accounts, to any person not authorised in writing by the council or a duly delegated committee.
- 6.8. Regular back-up copies of the records on any computer shall be made and shall be stored securely away from the computer in question, and preferably off site.
- 6.9. The council shall ensure that anti-virus, anti-spyware and firewall, software with automatic updates, together with a high level of security, is used.
- 6.10. A corporate credit card account will be opened by the council and will be specifically restricted to use by the Town Clerk, Executive Officer and RFO and shall be subject to automatic payment in full at each month-end. Any expenditure using the Credit Card shall be subject to those provisos at 4.1 and 4.5 above. Purchases made using the credit card account will be included in the list of payments submitted to the next appropriate meeting of the council. Receipts for purchases made with the credit card will be retained and reconciled with the monthly statement received from the bank. Personal credit or debit cards of members or staff shall not be used under any circumstances.
- 6.11. The RFO may provide petty cash to officers for the purpose of defraying operational and other expenses. Vouchers for payments made shall be forwarded to the RFO with a claim for reimbursement.
- a) The RFO shall maintain a petty cash float of up to £100 for the purpose of defraying operational and other expenses. Vouchers for payments made from petty cash shall be kept to substantiate the payment.
 - b) Income received must not be paid into the petty cash float but must be separately banked, as provided elsewhere in these regulations.
 - c) Payments to maintain the petty cash float shall be shown separately on the schedule of payments presented to council under 5.2 above.
- 6.12 The RFO shall procure ~~and maintain a single individual~~ Debit Cards for the Town Clerk, Executive Officer and the RFO from the council Bankers for use in connection with the councils primary operating Bank Account under the following provisos;
- ~~a) The Debit Card shall remain under the direct control of the RFO and be kept securely within the office safe whilst not in use.~~
 - b)a) The Debit Cards shall be 'chip & pin' technology with a maximum daily spend limit of £100 and for the primary use of withdrawing cash from an ATM to rebalance the councils Petty Cash float (£100) or other sundry minor expenses.

4b) All Debit Card usage/transaction receipts are to be retained and accounted for in every monthly 'financial package' (as per paras 5.2 – 5.3 above).

7. Payment of salaries

Formatted: Font: 12 pt

- 7.1. As an employer, the council ~~must~~ shall make arrangements to meet fully the statutory requirements placed on all employers by PAYE and National Insurance legislation. The payment of all salaries shall be made in accordance with payroll records and the rules of PAYE and National Insurance currently operating, and salary rates shall be as agreed by the Personnel Committee.
- 7.2. Payment of salaries and payment of deductions from salary such as may be required to be made for tax, national insurance and pension contributions, or similar statutory or discretionary deductions must be made in accordance with the payroll records and on the appropriate dates stipulated in employment contracts, provided that each payment is reported to the next available council meeting, as set out in these regulations above.
- 7.3. No changes shall be made to any employee's pay, emoluments, or terms and conditions of employment without the approval of the Personnel Committee.
- 7.4. Each and every payment to employees of net salary and to the appropriate creditor of the statutory and discretionary deductions shall be recorded in a separate confidential record. This confidential record is not open to inspection or review (under the Freedom of Information Act 2000 or otherwise) other than:
 - a) by any councillor who can demonstrate a need to know;
 - b) by the internal auditor;
 - c) by the external auditor; or
 - d) by any person authorised under Audit Commission Act 1998, or any superseding legislation.
- 7.5. The total of such payments in each calendar month shall be reported with all other payments as made as may be required under these Financial Regulations, to ensure that only payments due for the period have actually been paid.
- 7.6. An effective system of personal performance management should be maintained for the senior officers.
- 7.7. Any termination payments shall be supported by a clear business case and reported to the council. Termination payments shall only be authorised by Full Cecouncil.
- 7.8. Before employing interim staff, the council must consider a full business case.

8. Loans and investments

- 8.1. All borrowings shall be effected in the name of the council, after obtaining any necessary borrowing approval. Any application for borrowing approval shall be approved by Council as to terms and purpose. The application for borrowing approval, and subsequent arrangements for the loan shall only be approved by ~~F~~full council.
- 8.2. Any financial arrangement which does not require formal borrowing approval from the Secretary of State (such as hire purchase or leasing of tangible assets) shall be subject to approval by the full council. In each case a report in writing shall be provided to council in respect of value for money for the proposed transaction.
- 8.3. All loans and investments shall be negotiated in the name of the council and shall be for a set period in accordance with council policy.
- 8.4. The council shall consider the need for an Investment Strategy and Policy which, if drawn up, shall be in accordance with relevant regulations, proper practices and guidance. Any Strategy and Policy shall be reviewed by the council at least annually.
- 8.5. All investments of money under the control of the council shall be in the name of the council.
- 8.6. All investment certificates and other documents relating thereto shall be retained in the custody of the RFO.
- 8.7. Payments in respect of short-term or long-term investments, including transfers between bank accounts held in the same bank, or branch, shall be made in accordance with Regulation 5 (Authorisation of payments) and Regulation 6 (Instructions for payments).

9. Income

- 9.1. The collection of all sums due to the council shall be the responsibility of and under the supervision of the RFO.
- 9.2. Particulars of all charges to be made for work done, services rendered, or goods supplied shall be agreed annually by the council, notified to the RFO and the RFO shall be responsible for the collection of all accounts due to the council.
- 9.3. The council will review all fees and charges at least annually, following a report by the Town Clerk and/or RFO.
- 9.4. Any sums found to be irrecoverable, and any bad debts shall be reported to the council and shall be written off in the year.
- 9.5. All sums received on behalf of the council shall be banked intact as directed by the RFO. In all cases, all receipts shall be deposited with the council's bankers with such frequency as the RFO considers necessary.
- 9.6. The origin of each receipt shall be entered on a separate sheet which will accompany the paying in slip.
- 9.7. Personal cheques shall not be cashed out of money held on behalf of the council.

Formatted: Font: 12 pt

- 9.8. The RFO shall promptly complete any VAT Return that is required. Any repayment claim due in accordance with VAT Act 1994 section 33 shall be made at least annually coinciding with the financial year end.
- 9.9. Where any significant sums of cash are regularly received by the council, the RFO shall take such steps as are agreed by the council to ensure that more than one person is present when the cash is counted in the first instance, that there is a reconciliation to some form of control such as ticket issues, and that appropriate care is taken in the security and safety of individuals banking such cash.
- 9.10. Income received must not be paid into the petty cash float but must be separately banked, as provided elsewhere within these regulations.
- 9.11. By resolution of the council the RFO may procure an electronic Debit/Credit Card machine provided by the councils chosen Bankers and directly linked to the councils primary operating Bank Account for the purpose of taking payment for council services from a third party either in person or by way of a telephone call.
- 9.12. This Card Machine will use 'chip and pin' as well as 'contactless' technology and have the facility of printing payment receipts for the 3rd party and a copy for the council's financial records. All copy payment receipts are to be retained and accounted for in every monthly 'financial package' (as per paras 5.2 – 5.3 above).
- 9.13. Payments received via the Card Machine may be refunded at the discretion of the Town Clerk, Executive Officer or RFO either by re-presentation of the original payment card or duly authorised BACs payment direct to the cardholder's bank account.

10. Orders for work, goods and services

- 10.1. An official order or letter shall be issued for all work, goods and services unless a formal contract is to be prepared or an official order would be inappropriate. Copies of orders shall be retained.
- 10.2. Order forms shall be controlled by the RFO [via the Councils Accounts Software Package 'Rialtus'](#).
- 10.3. All members and officers are responsible for obtaining value for money at all times. An officer issuing an official order shall ensure as far as reasonable and practicable that the best available terms are obtained in respect of each transaction, usually by obtaining three or more quotations or estimates from appropriate suppliers, subject to any *de minimis* provisions in Regulation 11.1 below.
- 10.4. A member may not issue an official order or make any contract on behalf of the council.

11. Contracts

- 11.1. Procedures as to contracts are laid down as follows:
- a. Every contract shall comply with these financial regulations, and no exceptions shall be made otherwise than in an emergency provided that this regulation need not apply to contracts which relate to items (i) to (ix) below:

Formatted: Font: 12 pt

Formatted: Font: 12 pt

- i. for the supply of gas, electricity, water, sewerage and telephone services;
- ii. for specialist services such as are provided by legal professionals acting in disputes
- iii. for work to be executed or goods or materials to be supplied which consist of repairs to or for existing machinery or equipment or plant;
- iv. for work to be executed or goods or materials to be supplied which constitute an extension of an existing contract by the council;
- v. for additional audit work of the external auditor;
- vi. for goods or materials proposed to be purchased which are proprietary articles and / or are only sold at a fixed price;
- vii. for professional services in which the personal skill and experience of the person is of primary importance;
- viii. where the council has considered a report and resolved that it is in its best interests, a tender/quotation may be invited for the execution of work, provision of goods or services, from a contractor or supplier selected by it or negotiated with a contractor already engaged by the council; and
- ix. where the council resolves to approach Lewes District Council, East Sussex County Council or another public sector body to obtain goods, materials or services through their contracts with suppliers or contractors in order to take advantage of their expertise and of the competitive terms that the body has been able to negotiate due to economies of scale.

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

Formatted: Font: Not Bold

Formatted: Indent: Left: 0.85 cm

11.3 The RFO should verify the lawful nature of any proposed purchase before it is made and in the case of new or infrequent purchases, should ensure that the legal power being used is reported to the meeting at which the order is authorised and also recorded in the minutes.

Formatted: Font: (Default) + Body (Calibri)

11.4 For a contract for the supply of goods, services or works where the estimated value will exceed the thresholds¹ set by Parliament, the full requirements of The Procurement Act 2023 and The Procurement Regulations 2024 or any superseding legislation ("the Legislation"), must be followed in respect of the tendering, award and notification of that contract.

Formatted: Font: Not Bold

Formatted: Normal, Indent: Left: 0.75 cm, Hanging: 0.95 cm, Add space between paragraphs of the same style

Formatted: Font: Not Bold

Formatted: Indent: Left: 0.85 cm

11.5 Where the estimated value is below the Government threshold, the council shall (with the exception of items listed in paragraph 11.1 i)-x) obtain prices as follows:

i) For contracts estimated to exceed £60,000 including VAT, the Town Clerk shall seek formal tenders from at least three suppliers agreed by Full Council. Tenders shall be invited in accordance with Standing Order 19e.

Formatted: List Paragraph, Indent: Left: 1.75 cm, First line: 0 cm

Formatted: Font: Not Bold

ii) For contracts estimated to be over £30,000 including VAT, the council must comply with any requirements of the Legislation regarding the publication of invitations and notices.

Formatted: Font: (Default) + Body (Calibri)

Formatted: Font: (Default) + Body (Calibri), Underline

¹ Non Central Gov't Authorities Services & supplies £214,904, Any Works £5,372,609, Any Utilities - services & supplies £5,372,609.

Formatted: English (United Kingdom)

~~iii) For contracts greater than [£3,000] excluding VAT the Town Clerk, or Executive Officer, or RFO shall seek at least three fixed-price quotes and/or where the value is between £1000 and £3000 excluding VAT, those same officers shall try to obtain 3 estimates, which might include evidence of online prices, or recent prices from regular suppliers.~~

~~iv) For smaller purchases, those same officers shall seek to achieve value for money.~~

~~v) Contracts must not be split to avoid compliance with these rules.~~

~~11.6 When applications are made to waive this financial regulation to enable a price to be negotiated without competition, the reason should be set out in a recommendation to the council (or relevant committee). Avoidance of competition is not a valid reason.~~

~~11.7 The council shall not be obliged to accept the lowest or any tender, quote or estimate.~~

~~11.8 Where contracts provide for payment by instalments the RFO shall maintain a record of all such payments, which shall be made within the time specified in the contract based on signed certificates from the architect or other consultant engaged to supervise the works.~~

~~11.9 Any variation of, addition to or omission from a contract must be authorised by [the Town Clerk] to the contractor in writing, with the council being informed where the final cost is likely to exceed the contract sum by 5% or more, or likely to exceed the budget available.~~

~~b. Where the council intends to procure or award a public supply contract, public service contract or public works contract as defined by The Public Contracts Regulations 2015 ("the Regulations") which is valued at £25,000 or more, the council shall comply with Regulations 109 to 114 of the Regulations. For the purposes of Regulation 110 of the same~~

~~i) a contracting authority advertises an opportunity if it does anything to put the opportunity in the public domain or bring the opportunity to the attention of economic operators generally or to any class or description of economic operators which is potentially open ended, with a view to receiving responses from economic operators who wish to be considered for the award of the contract; and~~

~~(ii) accordingly, a contracting authority does not advertise an opportunity where it makes the opportunity available only to a number of particular economic operators who have been selected for that purpose (whether ad hoc or by virtue of their membership of some closed category such as a framework agreement), regardless of how it draws the opportunity to the attention of those economic operators.~~

~~c. The full requirements of The Regulations, as applicable, shall be followed in respect of the tendering and award of a public supply contract, public service contract or public works~~

Formatted: Font: (Default) + Body (Calibri)

Formatted: Font: (Default) + Body (Calibri)

Formatted: Font: (Default) + Body (Calibri)

Formatted: Font: (Default) + Body (Calibri)

Formatted: Font: (Default) + Body (Calibri)

Formatted: Font: (Default) + Body (Calibri)

Formatted: Font: (Default) + Body (Calibri)

Formatted: Font: (Default) + Body (Calibri)

Formatted: Font: (Default) + Body (Calibri)

Formatted: Font: (Default) + Body (Calibri)

Formatted: Font: (Default) + Body (Calibri)

Formatted: Font: (Default) + Body (Calibri)

Formatted: Font: (Default) + Body (Calibri), Bold, Underline

Formatted: Normal, Indent: Left: 1.7 cm, First line: 0 cm, Don't add space between paragraphs of the same style

Formatted: Font: Not Bold

Formatted: Font: (Default) + Body (Calibri)

Formatted: Indent: First line: 0 cm, Don't add space between paragraphs of the same style

Formatted: Font: (Default) + Body (Calibri)

Formatted: Font: (Default) + Body (Calibri)

Formatted: Font: (Default) + Body (Calibri)

Formatted: Normal, Indent: Left: 0.85 cm, Hanging: 0.85 cm

Formatted: Indent: Left: 0.85 cm

Formatted: Not Expanded by / Condensed by

Formatted: Normal, No bullets or numbering

Formatted: Normal, No bullets or numbering

Formatted: Normal, No bullets or numbering

Formatted: Normal, No bullets or numbering

Formatted: Normal, No bullets or numbering

Formatted: Normal, No bullets or numbering

Formatted: Normal, No bullets or numbering

Formatted: Normal, No bullets or numbering

Formatted: Normal, No bullets or numbering

Formatted: Normal, No bullets or numbering

Formatted: Normal, No bullets or numbering

Formatted: Normal, No bullets or numbering

Formatted: Justified, Indent: Left: 2.74 cm, Right: 0.19 cm, Space Before: 0 pt, Line spacing: Multiple 1.15 li

~~contract which exceed those thresholds specified in the Government Procurement Agreement, as amended from time to time which INCLUDE VAT.¹~~

- ~~d. When applications are made to waive financial regulations relating to contracts to enable a price to be negotiated without competition the reason shall be embodied in a recommendation to the council.~~
- ~~e. Such invitation to tender shall state the general nature of the intended contract and the Clerk shall obtain the necessary technical assistance to prepare a specification in appropriate cases. The invitation shall in addition state that tenders must be addressed to the Clerk in the ordinary course of post. Each tendering firm shall be supplied with a specifically marked envelope in which the tender is to be sealed and remain sealed until the prescribed date for opening tenders for that contract.~~
- ~~f. All sealed tenders shall be opened at the same time on the prescribed date by the Clerk in the presence of at least one member of council.~~
- ~~g. Any invitation to tender issued under this regulation shall be subject to Standing Order 19d and shall refer to the terms of the Bribery Act 2010.~~
- ~~h. When it is to enter into a contract of less than £25,000 in value for the supply of goods or materials or for the execution of works or specialist services other than such goods, materials, works or specialist services as are excepted as set out in paragraph (a) the Clerk or RFO shall obtain 3 quotations (priced descriptions of the proposed supply); where the value is below £7,500 and above £2,000 the Clerk or RFO shall strive to obtain 3 estimates. Otherwise, Regulation 10.3 above shall apply.~~
- ~~i. The council shall not be obliged to accept the lowest or any tender, quote or estimate.~~
- ~~j. Should it occur that the council, or duly delegated committee, does not accept any tender, quote or estimate, the work is not allocated and the council requires further pricing, provided that the specification does not change, no person shall be permitted to submit a later tender, estimate or quote who was present when the original decision making process was being undertaken.~~

12. Payments under contracts for building or other construction works.

- 12.1. Payments on account of the contract sum shall be made within the time specified in the contract by the RFO upon authorised certificates of the architect or other consultants engaged to supervise the contract (subject to any percentage withholding as may be agreed in the particular contract).
- 12.2. Where contracts provide for payment by instalments the RFO shall maintain a record of all such payments. In any case where it is estimated that the total cost of work carried out under a contract,

¹ ~~As of January 1st 2024: Public Works Contracts £5,336,937, Public Service Contracts £213,477 and Public Supply Contracts £213,477~~

excluding agreed variations, will exceed the contract sum of 5% or more a report shall be submitted to the council.

- 12.3. Any variation to a contract or addition to or omission from a contract must be approved by the council and ClerkTown Clerk to the contractor in writing, the council being informed where the final cost is likely to exceed the financial provision.

13. Stores and equipment

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

Formatted: Font: 12 pt

14. Assets, properties and estates

- 14.1. The ClerkTown Clerk shall make appropriate arrangements for the custody of all title deeds and Land Registry Certificates of properties held by the council. The RFO shall ensure a record is maintained of all properties held by the council, recording the location, extent, plan, reference, purchase details, nature of the interest, tenancies granted, rents payable and purpose for which held in accordance with Accounts and Audit Regulations.
- 14.2. No property shall be sold, leased or otherwise disposed of, without the authority of the council, together with any other consents required by law, save where the estimated value of any one item of tangible movable property does not exceed £500.
- 14.3. The RFO shall ensure that an appropriate and accurate Register of Assets and Investments is kept up to date.

Formatted: Font: 12 pt

15. Insurance

- 15.1. Following the annual risk assessment (per Financial Regulation 17), the RFO shall effect all insurances and negotiate all claims on the council's insurers in consultation with the Town Clerk.
- 15.2. The RFO shall keep a record of all insurances effected by the council and the property and risks covered thereby and annually review it.

Formatted: Font: 11 pt

- 15.3. The RFO shall be notified of any loss liability or damage or of any event likely to lead to a claim and shall report these to council at the next available meeting. The RFO shall negotiate all claims on the council's insurers, in consultation with the Town Clerk and/or Executive Officer.
- 15.4. All appropriate members and employees of the council shall be included in a suitable form of security or fidelity guarantee insurance which shall cover the maximum risk exposure as determined by the council.

16. Charities

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

Formatted: Font: 12 pt

17. Risk management

- 17.1. The council is responsible for putting in place arrangements for the management of risk. The ClerkTown Clerk with the RFO shall prepare, for approval by the council, risk management policy statements in respect of all activities of the council. Risk policy statements and consequential risk management arrangements shall be reviewed by the council at least annually.
- 17.2. When considering any new activity, the ClerkTown Clerk with the RFO shall prepare a draft risk assessment including risk management proposals for consideration and adoption by the council.

Formatted: Font: 11 pt

18. Delegation

In all of these matters, the ClerkTown Clerk shall act in the absence of the RFO and the RFO shall act in the absence of the ClerkTown Clerk. Where both the Town Clerk and the RFO are absent, then the Executive Officer shall act accordingly.

19. Suspension and revision of financial regulations

- 19.1. It shall be the duty of the council to review the Financial Regulations of the council from time to time. The Town Clerk shall make arrangements to monitor changes in legislation or proper practices and shall advise the council of any requirement for a consequential amendment to these financial regulations.

19.2. The council may, by resolution of the council duly notified prior to the relevant meeting of council, suspend any part of these Financial Regulations provided that reasons for the suspension are recorded and that an assessment of the risks arising has been drawn up and presented in advance to all members of council. Suspension does not disapply any legislation or permit the council to act unlawfully.

19.2-19.3. The council may temporarily amend these Financial Regulations by a duly notified resolution, to cope with periods of absence, local government reorganisation, national restrictions or other exceptional circumstances.

Formatted: Indent: Left: 0.2 cm, Hanging: 1.5 cm, Right: 0 cm, Space Before: 7.25 pt, Line spacing: single, No bullets or numbering, Tab stops: Not at 1.7 cm

20 Reserves policy

Formatted: Font: 12 pt

- 20.1. The council shall maintain specific and general reserves as it may from time to time determine. These reserves shall be released to the Town Clerk or a committee or sub-committee of the council by resolution of the council. The resolution will set out the purpose of the intended expenditure and the limits of the delegation to authorise expenditure from the released money.
- 20.2. The RFO shall monitor the reserves and a report on the reserve's amounts shall be presented to council at least twice a year, as part of the budget setting process and when the previous year's outturn is known.
- 20.3. Specific reserves are set aside for projects that council wishes to pursue, and for asset management. There will be a general reserve to allow for adequate cash flow and protect the council against unforeseen circumstances.
- 20.4. Where partnership co-operation would allow a project to proceed more speedily or for it to be enhanced, then partnership funding will be sought. Wherever possible the council will seek external funding to allow reserves expenditure to be maximised or for project enhancement.



NEWHAVEN TOWN COUNCIL Standing Orders

Index

1. Rules of debate at meetings	2
2. Disorderly conduct at meetings	4
3. Meetings generally	4
4. Committees and sub-committees	7
5. Ordinary council meetings	8
6. Extraordinary meetings of the council and committees and sub-committees	9
7. Previous resolutions	10
8. Voting on appointments	10
9. Motions for a meeting that require written notice to be given to the Proper Officer	10
10. Motions at a meeting that do not require written notice	11
11. Management of Information	12
12. Draft minutes	13
13. Code of conduct and dispensations	13
14. Code of conduct complaints	14
15. Proper Officer	15
16. Responsible Finance Officer	16
17. Accounts and accounting statements	16
18. Estimates/precepts	17
19. Financial controls and procurement	17
20. Handling staff matters	19
21. Responsibilities to provide information	19
22. Responsibilities under Data Protection Legislation	20
23. Canvassing of and recommendations by councillors	20
24. Relations with the press/media	21
25. Execution and sealing of legal deeds	21
26. Communicating with District and County Councillors	21
27. Restrictions on councillor activities	21

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

28. Standing orders generally

22

Formatted: Font: Aptos

Formatted: Font: Aptos

1. Rules of debate at meetings

- a Councillors shall address the presiding Chair.
- b A Councillor shall indicate that he wishes to speak by raising a hand and Councillors shall be heard in the order in which they indicated. If two or more Councillors indicate at once, the presiding Chair shall call upon one of them to speak before the other.
- c Whenever the presiding Chair speaks during a debate all other Councillors shall be silent.
- d Motions on the agenda shall be considered in the order that they appear unless the order is changed at the discretion of the chair of the meeting.
- e A motion (including an amendment) shall not be progressed unless it has been moved and seconded.
- f A motion on the agenda that is not moved by its proposer may be treated by the chair of the meeting as withdrawn.
- g If a motion (including an amendment) has been seconded, it may be withdrawn by the proposer only with the consent of the seconder and the meeting.
- h An amendment is a proposal to remove or add words to a motion. It shall not negate the motion.
- i If an amendment to the original motion is carried, the original motion becomes the substantive motion upon which further amendment(s) may be moved.
- j A councillor may move an amendment to his own motion if agreed by the meeting. If a motion has already been seconded, the amendment shall be with the consent of the seconder and the meeting.
- k Subject to standing order 1(l) below, only one amendment shall be moved and debated at a time. If there is more than one amendment, the order shall be directed by the chair of the meeting.
- l One or more amendments may be discussed together if the chair of the meeting considers this expedient, but each amendment shall be voted upon separately.
- m A councillor may not move more than one amendment to an original or substantive motion.
- n The mover of a motion or the mover of an amendment shall have a right of reply, not exceeding 3 minutes.
- o Where a series of amendments to an original motion are carried, the mover of the original motion shall have a right of reply either at the end of debate of the first amendment or at the very end of debate on the final substantive motion immediately before it is put to the vote.

p With the consent of the meeting, a motion or amendment may be withdrawn by the

proposer. No councillor may speak upon the said motion or amendment unless permission for the withdrawal of the motion or amendment has been refused.

- q Unless permitted by the chair of the meeting, a councillor may speak once in the debate on a motion except:
- i. to speak on an amendment moved by another councillor;
 - ii. to move or speak on another amendment if the motion has been amended since he last spoke;
 - iii. to make a point of order;
 - iv. to give a personal explanation; or
 - v. in exercise of a right of reply.
- r During the debate of a motion, a councillor may interrupt only on a point of order or a personal explanation and the councillor who was interrupted shall stop speaking. A councillor raising a point of order shall identify the standing order which he considers has been breached or specify the other irregularity in the proceedings of the meeting he is concerned by.
- s A point of order shall be decided by the chair of the meeting and his decision shall be final.
- t When a motion is under debate, no other motion shall be moved except:
- i. to amend the motion;
 - ii. to proceed to the next business;
 - iii. to adjourn the debate;
 - iv. to put the motion to a vote;
 - v. to ask a person to be no longer heard or to leave the meeting;
 - vi. to refer a motion to a committee or sub-committee for consideration;
 - vii. to exclude the public and press;
 - viii. to adjourn the meeting; or
 - ix. to suspend particular standing order(s) excepting those which reflect mandatory statutory requirements.
- u Before an original or substantive motion is put to the vote, the chair of the meeting shall be satisfied that the motion has been sufficiently debated and that the mover of the motion under debate has exercised or waived his right of reply.
- v Excluding motions moved under standing order 1(t) above, the contributions or speeches by a councillor shall relate only to the motion under discussion. No speech by a mover of a motion shall exceed 5 minutes and no other speech shall exceed 3 minutes except by consent of the Council.

2. Disorderly conduct at meetings

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

3. Meetings generally

? Full Council meetings

? Committee meetings

? Sub-committee meetings

? a Meetings shall not take place in premises which at the time of the meeting are used for the supply of alcohol, unless no other premises are available free of charge or at a reasonable cost.

? ? b At least three clear days' notice of Council meetings must be given to councillors and the public. The minimum three clear days for notice of a meeting does not include the day on which notice was issued, the day of the meeting, a Sunday, a day of the Christmas break, a day of the Easter break or of a bank holiday or a day appointed for public thanksgiving or mourning.

? c Meetings shall be open to the public unless their presence is prejudicial to the public interest by reason of the confidential nature of the business to be transacted or for other special reasons. The public's exclusion from part or all of a meeting shall be by a resolution which shall give reasons for the public's exclusion.

? ? d Members of the public may make representations, answer questions and give evidence at a meeting which they are entitled to attend in respect of the business on the agenda. Public questions may also be asked on matters which are not on the agenda, provided that notice has been given to the Clerk at least three working days before the date of

Formatted: Font: Aptos

Formatted: Font: Aptos

Formatted: Font: Aptos

Formatted: Font: Aptos

Formatted: Font: Aptos

Formatted: Font: Aptos

Formatted: Font: Aptos

Formatted: Font: Aptos

Formatted: Font: Aptos

Formatted: Font: Aptos

Formatted: Font: Aptos

Formatted: Font: Aptos

Formatted: Font: Aptos

Formatted: Font: Aptos

the meeting.

- e The period of time designated for public participation at a meeting in accordance with standing order 3(d) above shall not exceed 15 minutes unless directed by the chair of the meeting.
- f Subject to standing order 3(e) above, a member of the public shall not speak for more than 3 minutes.
- g In accordance with standing order 3(d) above, a question shall not require a response at the meeting nor start a debate on the question. The chair of the meeting may direct that a written or oral response be given.

h A person shall raise his hand when requesting to speak and stand when speaking (except when a person has a disability or is likely to suffer discomfort). The chair of the meeting may at any time permit a person to be seated when speaking.

Formatted: Font: Aptos

i A person who speaks at a meeting shall direct his comments to the chair of the meeting.

j Only one person is permitted to speak at a time. If more than one person wants to speak, the chair of the meeting shall direct the order of speaking.

Formatted: Font: Aptos

k ~~A person present at a town council or committee meeting~~ Members of the public may not orally report or comment about ~~the~~ meeting as it takes place ~~if they are present at a meeting of the town council or its committees~~ but otherwise may:

Formatted: Font: Aptos

Formatted: Font: Aptos

Formatted: Font: Aptos

- i. film, photograph or make an audio recording of a meeting;
- ii. use any other means for enabling persons not present to see or hear proceedings at a meeting as it takes place or later;
- iii. report or comment on the proceedings in writing during or after a meeting or orally report or comment after the meeting.

l The press shall be provided with reasonable facilities for the taking of their report of all or part of a meeting at which they are entitled to be present.

Formatted: Font: Aptos

Formatted: Font: Aptos

Formatted: Font: Aptos

m Subject to standing orders which indicate otherwise, anything authorised or required to be done by, to or before the Chair of the Council may in ~~their~~his absence be done by, to or before the Vice-Chair of the Council (if ~~there is one~~any).

Formatted: Font: Aptos

Formatted: Font: Aptos

Formatted: Font: Aptos

n The Chair ~~of the Council~~, if present, shall preside at a meeting. If the Chair is absent from a meeting, the Vice-Chair ~~of The Council~~, if present, shall preside. If both the Chair and the Vice-Chair are absent from a meeting, a councillor as chosen by the councillors present at the meeting shall ~~preside at the meeting.~~

Formatted: Font: Aptos

Formatted: Font: Aptos

Formatted: Font: Aptos

~~preside at the meeting.~~

Formatted: Indent: Hanging: 0.7 cm, Right: 0.41 cm, Space Before: 12.15 pt, Line spacing: Multiple 1.2 li, Tab stops: 0.88 cm, Left

Formatted: Font: Aptos

o Subject to a meeting being quorate, all questions at a meeting shall be decided by a majority of the councillors or councillors with voting rights present and voting.

Formatted: Font: Aptos
Formatted: Font: Aptos

p The chair of a meeting may give an original vote on any matter put to the vote, and in the case of an equality of votes may exercise ~~their~~his casting vote whether or not ~~they~~he gave an original vote.
See standing orders 5(h) and (i) below for the different rules that apply in the election of the Chair of the Council at the annual meeting of the council.

Formatted: Font: Aptos
Formatted: Font: Aptos
Formatted: Font: Aptos

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

Formatted: Font: Aptos

- r The minutes of a meeting shall include an accurate record of the following:
- i. the time and place of the meeting;
 - ii. the names of councillors present and absent;
 - iii. interests that have been declared by councillors and non-councillors with voting rights;
 - iv. whether a councillor or non-councillor with voting rights left the meeting when matters that they held interests in were being considered;
 - v. if there was a public participation session; and
 - vi. the resolutions made.

s A councillor or a non-councillor with voting rights who has a disclosable pecuniary interest or another interest as set out in the council's code of conduct in a matter being considered at a meeting is subject to statutory limitations or restrictions under the code on his right to participate and vote on that matter.

Formatted: Font: Aptos
Formatted: Font: Aptos
Formatted: Font: Aptos

t No business may be transacted at a meeting unless at least one-third of the whole number of members of the council are present and in no case shall the quorum of a meeting be less than three.
See standing order 4g below for the quorum of a committee or sub-committee meeting.

Formatted: Font: Aptos
Formatted: Font: Aptos
Formatted: Font: Aptos

u If a meeting is or becomes inquorate no business shall be transacted, and the meeting shall be closed. The business on the agenda for the meeting shall be adjourned to another meeting.

Formatted: Font: Aptos
Formatted: Font: Aptos
Formatted: Font: Aptos
Formatted: Font: Aptos

v A meeting shall not exceed a period of 3 hours.

4. Committees and sub-committees

- a Unless the council determines otherwise, a committee may appoint a sub-committee whose terms of reference and members shall be determined by the committee.
- b The members of a committee may include non-councillors unless it is a committee which regulates and controls the finances of the council.
- c Unless the council determines otherwise, all the members of an advisory committee and a sub-committee of the advisory committee may be non-councillors.
- d The council may appoint standing committees or other committees as may be necessary, and:
- i. shall determine their terms of reference;
 - ii. shall determine the number and time of the ordinary meetings of a standing committee up until the date of the next annual meeting of full council;
 - iii. shall permit a committee, other than in respect of the ordinary meetings of a committee, to determine the number and time of its meetings;
 - iv. shall, subject to standing orders 4(b) and (c) above, appoint and determine the terms of office of members of such a committee;
 - v. may, subject to standing orders 4(b) and (c) above, appoint and determine the terms of office of the substitute members to a committee whose role is to replace the ordinary members at a meeting of a committee if the ordinary members of the committee are unable to attend; and
 - vi. may dissolve a committee.
- e Unless Council has named a Chair, every committee shall at its first meeting before proceeding to any other business, elect a Chair and may elect a Vice Chair.
- f Members of the Councils Planning & Development Committee (and any meeting substitutes) must have attended the 'Introduction to Planning' Training normally supplied via the East Sussex Association of Local Councils.
- eg Members of the Councils Audit Committee cannot simultaneously be either Chairman of the Council, or Chairman of another Council Committee.
- fh A committee shall have delegated powers, which may be to conclude the matter referred to it or may be to progress matters to a specified point where a report to Council is required. A committee may make decisions that are binding on the Council as empowered by its remit.

Formatted: Normal, No bullets or numbering

Formatted: Indent: Left: 0.7 cm, Hanging: 1 cm, Right: 0 cm, Line spacing: single, No bullets or numbering, Tab stops: Not at 1.7 cm

gi Except where ordered by the Council the quorum of the Planning Committee shall be one third of its membership and for any other committee at least one half of its membership.

hj The Council or a committee may appoint working parties. A working party may co-opt others to help it progress business to a point where a report is brought to Council or committee for a decision. A working party cannot make decisions that are binding upon the Council or committee.

[k](#) The Standing Orders on rules of debate (except those parts relating to speaking more than once) shall apply to committee and sub-committee meetings.

[l](#) Members of committees wishing to submit items for inclusion on the Agenda shall consult the chair of the committee and the Clerk at least 14 clear days before the next meeting of the committee.

5. Ordinary council meetings

- a In an election year, the annual meeting of the council shall be held on or within 14 days following the day on which the new councillors elected take office.
- b In a year which is not an election year, the annual meeting of a council shall be held on such day in May as the council may direct.
- c If no other time is fixed, the annual meeting of the council shall take place at 6pm.
- d In addition to the annual meeting of the council, at least three other ordinary meetings shall be held in each year on such dates and times as the council directs.
- e The election of the Chair, who shall be the Town Mayor, and Vice-Chair, who shall be the Deputy Town Mayor, of the Council shall be the first business completed at the annual meeting of the Council.
- f The Chair of the Council, unless he has resigned or becomes disqualified, shall continue in office and preside at the annual meeting until his successor is elected at the next annual meeting of the council. The Mayor is normally appointed for only one year.
- g The Vice-Chair of the Council, if any, unless he resigns or becomes disqualified, shall hold office until immediately after the election of the Chair of the Council at the next annual meeting of the council.
- h In an election year, if the current Chair of the Council has not been re-elected as a member of the council, he shall preside at the meeting until a successor Chair of the Council has been elected. The current Chair of the Council shall not have an original vote in respect of the election of the new Chair of the Council but must give a casting vote in the case of an equality of votes.
- i In an election year, if the current Chair of the Council has been re-elected as a member of the council, he shall preside at the meeting until a new Chair of the Council has been elected. He may exercise an original vote in respect of the election of the new Chair of the Council and must give a casting vote in the case of an equality of votes.

- j Following the election of the Chair of the Council and Vice-Chair (if any) of the Council at the annual meeting of the council, the business of the annual meeting shall include:
- i. In an election year, delivery by the Chair of the Council and councillors of their acceptance of office forms unless the council resolves for this to be done at a later date. In a year which is not an election year, delivery by the Chair of the Council of his acceptance of office form unless the council resolves for this to be done at a later date;
 - ii. Confirmation of the accuracy of the minutes of the last meeting of the council;
 - iii. Receipt of the minutes of any meetings of committees which have taken place since the last Council meeting;
 - iv. Consideration of the recommendations made by a committee;
 - v. Review of the terms of reference for committees;
 - vi. Appointment of members to existing committees;
 - vii. Appointment of any new committees in accordance with standing order 4 above;
 - viii. Review and adoption of appropriate Standing Orders and Financial Regulations
 - ix. Review of representation on or work with external bodies and arrangements for reporting back;
 - x. In an election year, to make arrangements with a view to the council becoming eligible to exercise the general power of competence in the future;
 - xi. Confirmation of arrangements for insurance cover in respect of all insured risks;
 - xii. Review of the council's and/or staff subscriptions to other bodies; and
 - xii Determining the time and place of ordinary meetings of the full council up to and including the next annual meeting of full council.

Formatted: Font: Aptos, 12 pt, Not Expanded by /
Condensed by

Formatted: Font: Aptos

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

- a The Chair of the Council may convene an extraordinary meeting of the council at any time.
- b If the Chair of the Council does not or refuses to call an extraordinary meeting of the council within seven days of having been requested in writing to do so by two councillors, any two councillors may convene an extraordinary meeting of the council. The public notice giving the time, place and agenda for such a meeting must be signed by the two councillors.
- c The chair of a committee may convene an extraordinary meeting of the committee at any time.
- d If the chair of a committee does not or refuses to call an extraordinary meeting within 7 days of having been requested by to do so by 2 members of the committee, any 2 members of the committee may convene an extraordinary meeting of a committee. The

statutory public notice giving the time, venue and agenda for such a meeting must be signed by the 2 members.

7. Previous resolutions

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

8. Voting on appointments

- a Where more than the required number of persons have been nominated for a position or positions to be filled by the Council, the position or positions shall be filled after a ballot conducted by single transferable vote. Any tie may be settled by the Chair's casting vote.
- b Where a person is to be co-opted to the Town Council, the Town Councils agreed Policy and Procedure shall be followed.

9. Motions for a meeting that require written notice to be given to the Proper Officer

- a A motion shall relate to the responsibilities of the meeting which it is tabled for and in any event shall relate to the performance of the council's statutory functions, powers and obligations or an issue which specifically affects the council's area or its residents.
- b No motion may be moved at a meeting unless it is on the agenda and the mover has given written notice of its wording to the Proper Officer at least 10 working days before the meeting.
- c The Proper Officer may, before including a motion on the agenda received in accordance with standing order 9(b) above, correct obvious grammatical or typographical errors in the wording of the motion.

- d If the Proper Officer considers the wording of a motion received in accordance with standing order 9(b) above is not clear in meaning, the motion shall be rejected until the mover of the

motion resubmits it in writing to the Proper Officer so that it can be understood at least 10 working days before the meeting.

- e If the wording or subject of a proposed motion is considered improper, the Proper Officer shall consult with the chair of the forthcoming meeting or, as the case may be, the councillors who have convened the meeting, to consider whether the motion shall be included in the agenda or rejected.
- f Subject to standing order 9(e) above, the decision of the Proper Officer as to whether or not to include the motion on the agenda shall be final.
- g Notice of every motion received in accordance with the Council's standing orders shall be dated and numbered in the order received and shall be filed and the file shall be open to inspection by all councillors.
- h Every motion rejected in accordance with the Council's standing orders shall be duly recorded with a note by the Proper Officer giving reasons for its rejection in a file for that purpose, which shall be open to inspection by all councillors.

10. Motions at a meeting that do not require written notice.

- a The following motions may be moved at a meeting without written notice to the Proper Officer;
 - i. to correct an inaccuracy in the draft minutes of a meeting;
 - ii. to approve the absences of councillors;
 - iii. to approve the accuracy of the minutes of the previous meeting;
 - iv. to dispose of business, if any, remaining from the last meeting;
 - v. to move to a vote;
 - vi. to defer consideration of a motion;
 - vii. to refer a motion to a particular committee or sub-committee;
 - viii. to appoint a person to preside at a meeting;
 - ix. to change the order of business on the agenda;
 - x. to proceed to the next business on the agenda;
 - xi. to close or adjourn debate;
 - xii. to require a written report;
 - xiii. to receive nominations to a committee or sub-committee;
 - xiv. to appoint a committee or sub-committee and their members;
 - xv. to dissolve a committee or sub-committee;
 - xvi. to note the minutes of a meeting of a committee or sub-committee;
 - xvii. to consider a report and/or recommendations made by a committee or sub-committee;
 - xviii. to consider a report and/or recommendations made by an employee, professional

Formatted: Indent: Hanging: 0.95 cm

Formatted: Tab stops: 2.75 cm, Left + Not at 1.97 cm

Formatted: Indent: Hanging: 0.95 cm

- advisor, expert or consultant;
- xix. to authorise legal deeds to be signed by two councillors and witnessed (see standing orders 24 (a) and (b) below.);
 - xx. to authorise the payment of monies;
 - xxi. to amend a motion relevant to the original or substantive motion under consideration which shall not have the effect of nullifying it;
 - xxii. to give leave to withdraw a resolution or an amendment;
 - xxiii. to give the consent of the Council if such consent is required by standing orders;
 - xxiv. to appoint representatives to outside bodies and to make arrangements for those representatives to report back the activities of outside bodies;
 - xxv. to answer questions from councillors;
 - xxvi. to consider otherwise than in committee a question affecting an employee of the Council (see standing order 20);
 - xxvii. to extend the time limits for speaking;
 - xxviii. to exclude the press and public from a meeting in respect of confidential or sensitive information which is prejudicial to the public interest;
 - xxix. to not hear further from a councillor or a member of the public;
 - xxx. to exclude a councillor or member of the public for disorderly conduct;
 - xxxi. to temporarily suspend the meeting;
 - xxxii. to suspend a particular standing order (unless it reflects mandatory statutory requirements);
 - xxxiii. to adjourn the meeting; or
 - xxxiv. to close a meeting.

11. Management of information

See also standing order 21.

- a The Council shall have in place and keep under review, technical and organisational measures to keep secure information (including personal data) which it holds in paper and electronic form. Such arrangements shall include deciding who has access to personal data and encryption of personal data.
- b The Council shall have in place, and keep under review, policies for the retention and safe destruction of all information (including personal data) which it holds in paper and electronic form. The Council's retention policy shall confirm the period for which information (including personal data) shall be retained or if this is not possible the criteria used to determine that period (e.g. the Limitation Act 1980).
- c The agenda, papers that support the agenda and the minutes of a meeting shall not disclose or otherwise undermine confidential information or personal data without legal justification.

Councillors, staff, the Council's contractors and agents shall not disclose confidential information or personal data without legal justification.

12. Draft minutes

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

13. Code of conduct and dispensations

See also standing order 3(s) above.

- a All councillors and non-councillors with voting rights shall observe the code of conduct adopted by the council.
- b Unless granted a dispensation, a councillor or non-councillor with voting rights shall withdraw from a meeting when it is considering a matter in which they have a disclosable pecuniary interest. They may return to the meeting after it has considered the matter in which they had the interest.
- c Unless he has been granted a dispensation, a councillor or non-councillor with voting rights shall withdraw from a meeting when it is considering a matter in which he has another interest if so required by the council's code of conduct. He may return to the meeting after it has considered the matter in which he had the interest.
- d Councillors with a prejudicial interest which is not a disclosable pecuniary interest in relation to any item of business being transacted at a meeting may (i) make representations, (ii) answer questions and (iii) give evidence relating to the business being transacted but must, thereafter, leave the room or chamber.
- e Dispensation requests shall be in writing and submitted to the Proper Officer as soon as possible before the meeting, or failing that, at the start of the meeting for which the dispensation is required.
- f A decision as to whether to grant a dispensation shall be made by the Proper Officer.

- g A dispensation request shall confirm:
 - i. the description and the nature of the disclosable pecuniary interest or other interest to which the request for the dispensation relates;
 - ii. whether the dispensation is required to participate at a meeting in a discussion only or a discussion and a vote;
 - iii. the date of the meeting or the period (not exceeding four years) for which the dispensation is sought; and
 - iv. an explanation as to why the dispensation is sought.

- h Subject to standing orders 13(e) and (g) above, dispensations requests shall be considered by the Proper Officer before the meeting or, if this is not possible, at the start of the meeting for which the dispensation is required.

- i A dispensation may be granted in accordance with standing order 13(f) above if having regard to all relevant circumstances the following applies:
 - i. without the dispensation the number of persons prohibited from participating in the particular business would be so great a proportion of the meeting transacting the business as to impede the transaction of the business or
 - ii. granting the dispensation is in the interests of persons living in the council's area or
 - iii. it is otherwise appropriate to grant a dispensation.

Formatted: Tab stops: 2.75 cm, Left + Not at 2.5 cm

Formatted: Tab stops: 2.75 cm, Left

Formatted: Tab stops: Not at 2.14 cm

14. Code of conduct complaints

- a Upon notification by the District Council that it is dealing with a complaint that a councillor or non-councillor with voting rights has breached the council's code of conduct, the Proper Officer shall, subject to standing order 11 above, report this to the council.

- b Where the notification in standing order 14(a) above relates to a complaint made by the Proper Officer, the Proper Officer shall notify the Council of this fact, and the Chair shall nominate another staff member to assume the duties of the Proper Officer in relation to the complaint until it has been determined and the council has agreed what action, if any, to take in accordance with standing order 14(d) below.

- c The council may:
 - i. provide information or evidence where such disclosure is necessary to progress an investigation of the complaint or is required by law;
 - ii. seek information relevant to the complaint from the person or body with statutory responsibility for investigation of the matter.

- d Upon notification by the District Council that a councillor or non-councillor with voting rights

has breached the council's code of conduct, the council shall consider what, if any, action to take against him. Such action excludes disqualification or suspension from office.

15. Proper Officer

- a The Proper Officer shall be the Clerk. The Proper Officer shall fulfil the duties assigned to the Proper Officer in standing orders or by statute, regulation or order. In the event of the absence of the Clerk the Responsible Financial Officer shall perform such of these functions as cannot wait until the Clerk returns.
- b The Proper Officer shall:
- i at least three clear days before a meeting of the council, a committee and a sub-committee serve on councillors a summons, by email, confirming the time, place and the agenda provided any such email contains the electronic signature and title of the Proper Officer. Paper copies of all agendas and reports will be available for all councillors at the meeting. Any councillor may choose to additionally receive the above summons by delivery or post at their residences at least 3 clear days before the meeting.
See standing order 3(b) above for the meaning of clear days for a meeting.
 - ii give public notice of the time, place and agenda at least three clear days before a meeting of the council or a meeting of a committee or a sub-committee (provided that the public notice with agenda of an extraordinary meeting of the council convened by councillors is signed by them);
See standing order 3(b) above for the meaning of clear days for a meeting.
 - iii subject to standing order 9 above, include on the agenda all motions in the order received unless a councillor has given written notice at least 10 days before the meeting confirming his withdrawal of it;
 - iv convene a meeting of full council for the election of a new Chair of the Council, occasioned by a casual vacancy in his office;
 - v make available for inspection the minutes of meetings;
 - vi receive and retain copies of byelaws made by other local authorities;
 - vii retain acceptance of office forms from councillors;
 - viii retain a copy of every councillor's register of interests;
 - ix assist with responding to requests made under the Freedom of Information Act 2000 and Data Protection Act 1998, in accordance with and subject to the council's policies and procedures relating to the same;
 - x receive and send general correspondence and notices on behalf of the council except where there is a resolution to the contrary;
 - xi assist in the organisation of, storage of, access to, security of and destruction of information held by the Council in paper and electronic form subject to the requirements of data protection and freedom of information legislation and other

- legitimate requirements (e.g. the Limitation Act 1980);
- xii. arrange for legal deeds to be executed;
See also standing order 24 below.
 - xiii. arrange or manage the prompt authorisation, approval, and instruction regarding any payments to be made by the council in accordance with the council's financial regulations;
 - xiv. for every planning application notified to the Council, record the date on which it was received, the LDC reference number and the place to which it refers as soon as it is received;
 - xv. refer every planning application received to the Planning & Development Committee. Details of plans shall be available to councillors and the public at the Council's offices during normal opening hours;
 - xvi. refer a planning application received by the Council to the Chairman or in his absence Vice-Chairman (if there is one) of the Planning & Development Committee or the Chairman or in his absence the Vice-Chairman of the Council within two working days of receipt to facilitate an extraordinary meeting if the nature of a planning application requires consideration before the next ordinary meeting of the Planning & Development committee.
 - xvii. manage access to information about the council via the publication scheme; and
 - xviii. retain custody of the seal of the council (if any) which shall not be used without a resolution to that effect.
See also standing order 24 below.

16. Responsible Financial Officer

- ai. The **Town** Clerk will undertake the work of the Responsible Financial Officer when the Responsible Financial Officer is absent. In the absence of both Town Clerk and RFO, the Executive Officer shall undertake the same.

Formatted: Indent: Left: 0.75 cm

17. Accounts and accounting statements

- a "Proper practices" in standing orders refer to the most recent version of Governance and Accountability for Local Councils – a Practitioners' Guide (England).
- b All payments by the council shall be authorised, approved and paid in accordance with the law, proper practices and the council's financial regulations.
- c The Responsible Finance Officer shall supply to each meeting of any committee which has delegated powers to spend sections of the town council's budget a statement summarising the income, expenditure and balances held in the section of the budget

under the remit of that committee. This statement will include a comparison with the budget for the financial

year.

- d The Responsible Financial Officer shall supply to each councillor as soon as practicable after 30 September in each year a statement to summarise:
 - i. the council's aggregate receipts and payments for the year to date;
 - ii. the balances held at the end of the first six months of the year

and which includes a comparison with the budget for the financial year and highlights any actual or potential overspends.

- e As soon as possible after the financial year end at 31 March, the Responsible Financial Officer shall provide:
 - i. each councillor with a statement summarising the council's receipts and payments for the year to date for information; and
 - ii. to the full council the accounting statements for the year in the form of Section 1 of the annual return, as required by proper practices, for consideration and approval.

- f The year end accounting statements shall be prepared in accordance with proper practices and applying the form of accounts determined by the council (receipts and payments, or income and expenditure) for a year to 31 March. A completed draft annual return shall be presented to each councillor before the end of the following month of May. The annual return of the council, which is subject to external audit, including the annual governance statement, shall be presented to council for consideration and formal approval before 30 June.

18. Estimates/precepts

- a The Council shall approve written estimates for the coming financial year no later than January.
- b Any committee desiring to incur expenditure shall give the Proper Officer a written estimate of the expenditure recommended for the coming year no later than November.

19. Financial controls and procurement

- a The council shall consider and approve financial regulations drawn up by the Responsible Financial Officer, which shall include detailed arrangements in respect of the following:
 - i. the keeping of accounting records and systems of internal controls;
 - ii. the assessment and management of financial risks faced by the council;
 - iii. the work of the independent internal auditor in accordance with proper practices

and the receipt of regular reports from the internal auditor, which shall be required at least annually;

- iv. the inspection and copying by councillors and local electors of the council’s accounts and/or orders of payments; and
- v. procurement policies (subject to standing order 19(c) below) including the setting of values for different procedures where a contract has an estimated value of less than ~~£60~~ £25,000.

b Financial regulations shall be reviewed regularly and at least annually for fitness of purpose.

~~c For a contract for the supply of goods, services or works where the estimated value will exceed the thresholds set by Parliament, the full requirements of The Procurement Act 2023 and The Procurement Regulations 2024 or any superseding legislation (“the Legislation”), must be followed in respect of the tendering, award and notification of that contract.~~

~~d Where the estimated value is below the Government threshold, the council shall (with the exception of items listed at Financial Regulation 11.1 i)-x) obtain prices as follows:~~

- ~~i) For contracts estimated to exceed £60,000 including VAT, the Town Clerk shall seek formal tenders from at least three suppliers agreed by Full Council.~~
- ~~ii) For contracts estimated to be over £30,000 including VAT, the council must comply with any requirements of the Legislation regarding the publication of invitations and notices.~~
- ~~iii) For contracts greater than [£3,000] excluding VAT the Town Clerk, or Executive Officer, or RFO shall seek at least three fixed-price quotes and/or where the value is between [£500] and [£3,000] excluding VAT, those same officers shall try to obtain 3 estimates (which might include evidence of online prices, or recent prices from regular suppliers.~~
- ~~iv) For smaller purchases, those same officers shall seek to achieve value for money.~~
- ~~v) Contracts must not be split to avoid compliance with these rules.~~

~~e A public contract regulated by the Public Contracts Regulations 2015 with an estimated value in excess of £25,000 but less than the relevant thresholds in standing order 19(f) is subject to Regulations 109-114 of the Public Contracts Regulations 2015. For the purposes of Regulation 110 of the same~~

~~i) a contracting authority advertises an opportunity if it does anything to put the opportunity in the public domain or bring the opportunity to the attention of economic operators generally or to any class or description of economic operators which is potentially open-ended, with a view to receiving responses from economic operators who wish to be considered for the award of the contract; and~~

~~(ii) accordingly, a contracting authority does not advertise an opportunity where it makes the opportunity available only to a number of particular economic operators who have been selected for that purpose (whether ad hoc or by virtue of their membership of some closed category such as a framework agreement), regardless of how it draws the opportunity to the attention of those economic operators;~~

Formatted: Left, Indent: Left: 0.7 cm, Hanging: 1 cm, Right: 0 cm, Space Before: 0 pt, Line spacing: single, No bullets or numbering, Tab stops: Not at 1.7 cm + 1.79 cm

Formatted: Left

Formatted: Left, Indent: Left: 1.75 cm, Hanging: 0.25 cm, No bullets or numbering, Tab stops: Not at 1.7 cm + 1.79 cm

Formatted: Font: Aptos, Not Highlight

Formatted: Normal, No bullets or numbering

Formatted: Normal, Indent: Left: 0 cm, Right: 1.07 cm, Space Before: 0.05 pt, Tab stops: 1.7 cm, Left + 1.79 cm, Left

Formatted: Font: Aptos

e Subject to additional requirements in the financial regulations of the council, the tender process for contracts for the supply of goods, materials, services or the execution of works shall include, as a minimum, the following steps:

Formatted: Font: Aptos, Not Highlight

i) Any invitation to tender shall state the general nature of the intended contract and the Clerk shall obtain the necessary technical assistance to prepare a specification in appropriate cases.

Formatted: Font: Aptos

Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: i, ii, iii, ... + Start at: 1 + Alignment: Left + Aligned at: 1.7 cm + Indent at: 2.97 cm

ii) The invitation shall in addition state that tenders must be addressed to the Town Clerk in the ordinary course of post, unless an electronic tendering process has been agreed by the council.

iii) Where a postal process is used, each tendering firm shall be supplied with a specifically marked envelope in which the tender is to be sealed and remain sealed until the prescribed date for opening tenders for that contract. All sealed tenders shall be opened at the same time on the prescribed date by the Town Clerk in the presence of at least one member of council.

iv) Where an electronic tendering process is used, the council shall use a specific email address that will be monitored to ensure that nobody accesses any tender before the expiry of the deadline for submission.

v) Where the council, or duly delegated committee, does not accept any tender, quote or estimate, the work is not allocated and the council requires further pricing, no person shall be permitted to submit a later tender, estimate or quote who was present when the original decision-making process was being undertaken.

vi) Neither the council, nor a committee or a sub-committee with delegated responsibility for considering tenders, is bound to accept the lowest value tender.

vii) The full requirements of The Procurement Act 2023 and The Procurement Regulations 2024 or any superseding legislation ("the Legislation") as applicable, shall be followed in respect of the tendering and award of a public supply contract, public service contract or public works contract which exceed those thresholds specified in the legislation as amended from time to time which INCLUDE VAT.¹

Formatted: Font: Aptos

Formatted: Font: Aptos

Formatted: Font: Aptos, Not Highlight

Formatted: Normal, Indent: Left: 1.7 cm, No bullets or numbering

a specification for the goods, materials, services or the execution of works shall be drawn up;

an invitation to tender shall be drawn up to confirm (i) the council's specification (ii) the time, date and address for the submission of tenders (iii) the date of the council's written response to the tender and (iv) the prohibition on prospective contractors contacting councillors or staff to encourage or support their tender outside the prescribed process;

the invitation to tender shall be advertised in a local newspaper and in any other manner that is appropriate;

tenders are to be submitted in writing in a sealed marked envelope addressed to the Proper Officer;

tenders shall be opened by the Proper Officer in the presence of at least one other person after the deadline for submission of tenders has passed;

Formatted: English (United Kingdom)

¹ Non Central Gov't Authorities Services & supplies £214,904, Any Works £5,372,609, Any Utilities - services & supplies £5,372,609

~~■ tenders are to be reported to and considered by the appropriate meeting of the council or a committee or sub-committee with delegated responsibility.~~

~~Neither the council, nor a committee or a sub-committee with delegated responsibility for considering tenders, is bound to accept the lowest value tender.~~

Formatted: Font: Aptos, Not Highlight

~~The full requirements of The Public Contract Regulations, as applicable, shall be followed in respect of the tendering and award of a public supply contract, public service contract or public works contract which exceed those thresholds specified in the Government Procurement Agreement, as amended from time to time which INCLUDE VAT.⁴~~

20. Handling staff matters

- a A matter personal to a member of staff that is being considered by a meeting of council or the Personnel committee is subject to standing order 11 above.
- b Performance appraisals for all council employees will be carried out in accordance with the Council's policy.
- c Disciplinary and grievance matters shall be handled in accordance with the Council's policy.
- d Records documenting reasons for an employee's absence due to ill health or details of a medical condition shall be made available only to those persons with responsibility for the same.
- e Any persons responsible for all or part of the management of staff shall treat the written records of all meetings relating to their performance, capabilities, grievance or disciplinary matters as confidential and secure.
- f The council shall keep all written records relating to employees secure. All paper records shall be secured and locked and electronic records shall be password protected and encrypted.
- g Only persons with line management responsibilities shall have access to staff records referred to in standing orders 20(e) and (f) above if so justified.
- h Access and means of access by keys and/or computer passwords to records of employment referred to in standing orders 20(e) and (f) above shall be provided only to the Town Clerk and/or the Chair of the Personnel Committee.

21. Responsibilities to provide information

- a Requests for information held by the council shall be handled in accordance with the council's

Formatted: Font: Aptos

Formatted: Font: Aptos

³As of January 1st 2024: Public Works Contracts £5,336,937, Public Service Contracts £213,477 and Public Supply Contracts £213,477

policy in respect of handling requests under the Freedom of Information Act 2000 and the Data Protection Act 1998.

- b Correspondence from, and notices served by, the Information Commissioner shall be referred by the Proper Officer to the chair of the ~~Personnel Policy & Resources~~ Committee. The said committee shall have the power to do anything to facilitate compliance with the Freedom of Information Act 2000.
- c The Council shall publish information in accordance with the requirements of the Local Government (Transparency Requirements) (England) Regulations 2015.

22. Responsibilities under data protection legislation

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

- a The Council may appoint a Data Protection Officer.
- b The Council shall have policies and procedures in place to respond to an individual exercising statutory rights concerning his personal data.
- c The Council shall have a written policy in place for responding to and managing a personal data breach.
- d The Council shall keep a record of all personal data breaches comprising the facts relating to the personal data breach, its effects and the remedial action taken.
- e The Council shall ensure that information communicated in its privacy notice(s) is in an easily accessible and available form and kept up to date.
- f The Council shall maintain a written record of its processing activities.

23. Canvassing of and recommendations by councillors

- a Canvassing councillors or the members of a committee or sub-committee, directly or indirectly, for appointment to or by the Council shall disqualify ~~that~~ candidate for employment from such an appointment. The Proper Officer shall disclose the requirements of this standing order to every candidate.

- b A councillor or a member of a committee or sub-committee shall not solicit a person for appointment to or by the Council or recommend a person for such appointment or for promotion; but, nevertheless, any such person may give a written testimonial of a candidate's ability, experience or character for submission to the Council with an application for appointment.
- c This standing order shall apply to tenders as if the person making the tender were a candidate for an appointment.

24. Relations with the press/media

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

25. Execution and sealing of legal deeds

See also standing orders 15(b)(xii) and (xviii) above.

- a A legal deed shall not be executed on behalf of the council unless authorised by a resolution.
- b Subject to standing order 25 (a) above, any two councillors may sign, on behalf of the council, any deed required by law and the Proper Officer shall witness their signatures.

26. Communicating with District and County councillors

- a An invitation to attend a meeting of the council shall be sent, together with the agenda, to the councillors of the District and County Council representing electoral wards within the parish of Newhaven.
- b Unless the council otherwise orders, a copy of each letter ordered to be sent to the District or County Council shall be sent to the District or County Councillor representing the relevant electoral ward within the parish of Newhaven.

27. Restrictions on councillor activities

- a Unless authorised by a resolution, no councillor shall:
 - i inspect any land and/or premises which the council has a right or duty to inspect; or

- ii. issue orders, instructions or directions.

28. Standing orders generally

- a All or part of a standing order, except one that incorporates mandatory statutory requirements, may be suspended by resolution in relation to the consideration of an item on the agenda for a meeting.
- b A motion to add to or vary or revoke one or more of the council's standing orders, except one that incorporates mandatory statutory requirements, shall be proposed by a special motion, the written notice by at least 2 councillors to be given to the Proper Officer in accordance with standing order 9 above.
- c The Proper Officer shall provide a copy of the council's standing orders to a councillor as soon as possible after he has delivered his acceptance of office form.
- d The decision of the chair of a meeting as to the application of standing orders at the meeting shall be final.
- e A councillor's failure to observe standing orders more than 3 times in one meeting may result in them being excluded from the meeting in accordance with standing orders.

Date of policy or procedure: May 13th 2025

Approving committee: N/A

Date of committee meeting: N/A

Supersedes (name of old policy and reference): NTC Standing Orders

Policy version reference: 52 Standing Orders

Policy adopted by Full Council on: May 13th 2025

Date for next review: May 12th 2026

Formatted: Font: Aptos, Condensed by 0.1 pt

Formatted: Indent: Hanging: 1 cm



Newhaven Town Council

RESERVES POLICY

Purpose of this policy and procedure	2
General Reserves	2
Earmarked Reserves	2
Community Infrastructure Levy (CIL) receipts reserve	2
Review and variation to the policy	3

Purpose of this policy and procedure

- 1.1 Newhaven Town Council (NTC) is required by statute to maintain financial reserves sufficient to meet the needs of the organisation and in addition, has statutory limitations on how it spends certain receipts which it must ensure are accounted for separately to the council's general funds.
- 1.2 Whilst there is no statutory minimum (or maximum) level of reserves, NTC has no power to hold revenue reserves other than those for reasonable working capital needs or specific earmarked purposes.
- 1.3 The ~~Smaller Authorities' Proper Practices Panel (SAPPP)~~~~Joint Panel on Accountability and Governance (JPAG)~~ Practitioners' Guide, which sets out the 'proper practices' for how NTC must maintain its accounts, recommends that the minimum level of general reserves should be between three and twelve months of net revenue expenditure (NRE). For an authority the size of NTC, six months is considered appropriate.
- 1.4 NTC's Internal and External Auditors may review the council's reserves and their justification annually. This policy sets out how NTC will manage its reserves and is separate from any council Investment Policy which where relevant will set out how the council will hold its reserves.

General reserves

- 2.1 The general reserve is not ringfenced (earmarked) for any specific expenditure, and its purpose is to mitigate the impact of any uneven cashflow or cover unexpected ~~or~~ emergency expenditure. It is not intended to fund on-going expenditure.
- 2.2 The general reserve will be replenished as part of the budget process in any year where it has been utilised for unexpected/emergency expenditure.
- 2.3 The council will hold a general reserve of at least 25% of its net revenue expenditure (NRE). This is the difference between its budgeted income and expenditure less any budgeted capital expenditure, expenditure from earmarked reserves and budgeted transfers to reserves.

Earmarked reserves

- 3.1 NTC may establish ringfenced (earmarked) reserves for any reason where it reasonably believes it may incur expenditure in the future.

Capital receipts reserve

- 4.1 Capital receipts are subject to statutory restrictions requiring they only be used for capital expenditure.
- 4.2 In accordance with Financial Regulations NTC will hold a Capital Receipts Reserve (where relevant and appropriate) to ensure capital receipts are accounted for separately.

Community Infrastructure Levy (CIL) receipts reserve

- 5.1 CIL Receipts are subject to statutory restrictions requiring they only be used for certain kinds of expenditure.
- 5.2 The council will hold a CIL Receipts Reserve to ensure CIL receipts are separately accounted for.

Review and variation to the policy

- 6.1 This policy will be reviewed annually by the Promotion, Partnership & Finance Committee as part of setting the council annual budget.

- 6.2 Where it determines there is justification for doing so, the Promotion, Partnership & Finance Committee (or Full Council) may make decisions which are at variance to this policy.

Date of policy: 11/4/25~~28/11/24~~
Approving committee: N/A~~Promotion, Partnership & Finance~~
Date of committee meeting: N/A~~10/12/2024~~
Supersedes (name of old policy and reference): Reserves Policy v2
Policy version reference: PPRPO03
Policy adopted by Full Council on: 14/01/2025
Date for next review: May~~January~~ 2026

Formatted: Indent: Left: 0.18 cm
Formatted: Indent: Left: 0.18 cm, Space Before: 0 pt
Formatted: Indent: Left: 0.18 cm, Space Before: 0 pt, Line spacing: single
Formatted: Indent: Left: 0.18 cm, Line spacing: single
Formatted: Indent: Left: 0.18 cm, Space Before: 0 pt



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 19.**

Date: 8th April 2025

Report contact: Town Clerk

Subject: **Draft Business Plan 2025-30**

1. The purpose of this report is to seek Full Council adoption of Business Plan for the Town Council, for the period 2025-30.
2. Councillors will recall attending a number of workshops operated by representatives of East Sussex Association of Local Councils and councillors' own input into this process.
3. As a result of councillor input, Strategic Objectives (or threads) have been identified below, which are supported by a range of underlying actions and/or objectives. The draft Business Plan and an indicative timeline can be seen at Appendix 1 and 2 respectively.
 - Creating and Maintaining a Pleasant Place to live and work.
 - Providing Activities for Residents and Visitors of all ages.
 - Maintaining and Enhancing the Physical Environment.
 - Facilitating Economic Opportunities.
 - Provision and Improvement of Community Facilities.
 - Providing an Efficient and Representative Town Council.
4. It should be noted that as the majority of the stated objectives/actions of councillors who participated in the workshops remain effectively aspirational and/or qualitative, it has therefore not been possible to use the normal SMART¹ approach in every case.
5. Following the previous Full Council resolution on this document, public commentary has been sought regarding the draft, though without a response from any Newhaven residents.
6. As a result, officers now seek adoption of the Business Plan with annual progress updates to each Annual Full Council meeting.

Recommendation.

That the council adopts this Business Plan with annual progress updates to each Annual Full Council meeting.

¹ Specific, Measurable, Achievable, Realistic and Timeous.



NEWHAVEN TOWN COUNCIL BUSINESS PLAN 2025-2030

INTRODUCTION

This business plan is the town council's blueprint for how it will work in a co-ordinated way in the best interests of all who live or work in the town or who use our services. It sets out our values, vision and key priorities.

It is our action plan for the next five years and sets out an approximate timeline for the delivery of projects and tasks by the town council, and helps ensure that the Council can take a planned and consistent approach to:

- The design and delivery of services
- The prioritisation and allocation of resources
- The achievement of real value for money

NEWHAVEN.

The town of Newhaven, with a population of about 13,000, is situated in an enviable position at the mouth of the River Ouse, surrounded by the South Downs National Park. Best known for its ferry link with Dieppe in France, the harbour is right in the middle of the town, overlooked by residential housing on the hilly sides of the river valley on either side. Residents and visitors can enjoy the natural beauty of cliffs, Downs, river and sea.

Once, life in Newhaven very much revolved around the port and local people are still proud of this heritage. The town continues to have a real maritime feel, not only because of the daily comings and goings of ships in and out of the harbour, but also because many recent developments have deliberately been built in a style to reflect the town's maritime origins. A prime example of this is West Quay development, which is comprised of high-quality housing along the riverside built in a style designed to evoke fishing lofts together with high quality apartment buildings.

Although the port and the sea remain so closely connected with the identity of the town, economically the port declined in importance during the latter half of the twentieth century, as did so many other ports across the country. Today, most of the businesses operating in Newhaven have little or no connection with the port, and include market leading manufacturers and cutting-edge technology companies. There is extensive support available for local enterprise, including from Newhaven Chamber of Commerce and from the Newhaven Enterprise Centre.

THE ROLE OF NEWHAVEN TOWN COUNCIL.

There are currently three tiers of local government with areas of responsibility in Newhaven - East Sussex County Council, Lewes District Council and Newhaven Town Council. However, it is fully appreciated that a process has been initiated for the election of a County Mayor and a 'Strategic Board' with the dissolution of East Sussex County Council and the majority of District and Borough Councils throughout the County.

However, for the time being,

East Sussex County Council's responsibilities include:

- Adult Social Care, working in partnership with East Sussex Downs & Weald PCT and others, to assess the needs of and commission services for older people and those with disabilities, either in their own homes or in residential placements.
- Waste Disposal, such as by landfill or incineration.
- Children's Services, leading the Children's Trust arrangements, supporting school improvement, commissioning services for children and families through Children's Centres and otherwise, and managing fostering and adoption.
- Transport and Environment, including road safety; the maintenance of footways, roads and bridges, and street lighting; support for public transport; rights of way and access to the countryside; and protection of the Downs and Heritage Coast.
- A range of other services, including Libraries, Archives and Records Management, Trading Standards, Adult Community Learning, and the Registration Service.

Lewes District Council's responsibilities include:

- Housing
- Deciding planning applications
- Rubbish collection from premises in the town; provision of recycling facilities
- Street cleansing
- Environmental health
- Provision of leisure and sports facilities, such as the Seahaven Pool, recreation grounds
- Collection of Council Tax on behalf of all three tiers of local government
- Licensing of taxis

Newhaven Town Council currently receives on an annual basis, a small percentage of the money raised by Council Tax, which is known as "the Precept." This money can be spent on the provision of various things that are of particular benefit to the local community or which the Town Council feel are not adequately provided by the other two tiers.

Eighteen local people serve as Councillors on the Town Council. They are all volunteers and receive no pay for the work they do on behalf of the town. Elections are held every four years.

The Full Council is comprised of 6 Committees,

Planning & Development,
Environment & Amenities,
Strategy & Regeneration,
Promotion, Partnership & Finance,
Personnel, and
Audit.

All meetings of the Council are open to the public and there is a short period at the beginning of each meeting put aside for questions from the public and for the receipt of petitions.

An important part of the role of the Town Council is to represent the views of the town in response to various public consultations.

On a regular basis our Planning & Development Committee meet to look at planning applications received by the Planning Authority (Lewes District Council) and to pass on to them our comments. The Town Council always try to represent the views put forward by local people in this regard, although sometimes this can prove difficult when an application is controversial and has both vocal support and opposition amongst local residents.

Nevertheless, members of the Planning Applications Committee take a vigilant approach in representing the local viewpoint, and encourage objectors/supporters of planning applications to attend meetings and put forward their views. When an application is of particular public interest a special public meeting may be held.

At the present time, Newhaven Town Council provides the following for the local community:

- The Town Council **offices** in Fort Road act as an information point for local resident and are freehold owned by the Council. Refurbished in 2003-4 the offices have easy public access from street level via stairs of an internal lift. Current planning applications may be viewed there during normal office opening hours. The building also has large reception area for viewing materials and a large private meeting room. Leaflets and posters are displayed concerning local events, places of interest and other items of general interest. The meeting room is modern and well equipped and is in regular use in hosting meetings.
- Four **social centres** are owned, maintained and run by the Town Council. They are available for hire by local organisations and individuals. They are Denton Social Centre, East Side Social Centre, Lewes Road Hut and Meeching Hall.
- Some of the town's **recreation grounds** are maintained by the Town Council. These are the Eastside Recreation Ground and Children's Play Area, Denton Recreation Ground and Children's Play Area, the Valley Road Play Area, and the Lewes Road Recreation Ground and Children's Play Area. Other local recreation grounds and play areas are owned and maintained by Lewes District Council.
- Four **amenity areas** across the town are maintained by the Town Council. The Bay View Amenity Area in Bay View Road is owned by the Town Council and maintained as a grassed area with public seating. The Valley Ponds area is owned and looked after by the Town Council as a wildlife conservation area and amenity area for local residents, as well as Meeching Down. The strip of land known as the Rose Walk Amenity area (behind Southdown School, linking Church Hill and Rose Walk) is owned by East Sussex County Council and maintained as a grassed area by the Town Council.
- The town's **War Memorials** are looked after by the Town Council. All three memorials – the Canadian Memorial, the Mercantile Marine Memorial (also known as the Transport Memorial) and the town's War Memorial – now stand together in the Memorial Gardens in South Way. Each year in August, the Town Council hosts a commemoration service at the Canadian Memorial on the anniversary of the Dieppe Raid in 1942. The Town Council also works in partnership with the Royal British Legion to organise the annual service of remembrance during November.

- **Newhaven Cemetery** is owned by the Town Council, which is the local burial authority. The Cemetery includes burial plots, a garden of remembrance for ashes interments, and a chapel which can be used for funerals.
- There are a number of **allotment gardens** at Newhaven Cemetery and also at Eastside Recreation Ground which are let to local residents for a nominal annual fee.
- The Town Council owns and funds the **CCTV cameras** in the town centre, which are operated and maintained by Sussex Police.
- The **Christmas Lights** in the town centre are leased and installed by contractors put up each year. A number of local businesses allow the Town Council use of their electricity supply for this purpose. The bulbs are LED energy saving bulbs.
- Some of the **public seats** in the town are owned and maintained by the Town Council.
- There are 9 Town Council **noticeboards** around the town which are used for the display of Town Council minutes and agendas and a list of Town Councillors as well as for information on local events.

The Town Council is represented on the following outside bodies:

Access in Seaford and Newhaven Committee
 West Quay Day Centre
 Community Transport for the Lewes Area (CTLA)
 Lewes District Association of Local Councils
 Local Partnership for Children
 Newhaven Chamber of Commerce
 Parishes of the Lower Ouse (POLO)
 Egrets Way Committee
 Newhaven Historical Society
 The Hillcrest Centre
 Friends of Riverside Park
 South East Community Rail Partnership
 Newhaven Enterprise Zone
 East Sussex Association of Local Councils
 Joint Action Group

THE TOWN COUNCIL'S VALUES.

Newhaven Town Council is committed to fair and clear ways of working, from the way it consults with the local community and does business with third parties who help it to deliver services, right through to the way it makes decisions.

As part of this way of working, Newhaven Town Council remains committed to the following principles:

- To represent and promote the interests of Newhaven and all its people in all forums,
- To pay particular attention to the needs of our children and young people,
- Active involvement of local people in decisions affecting activities in the area,
- To promote equality of opportunity and oppose discrimination,
- To be open and accountable in all it does, and
- Support development, which is environmentally, socially and economically sound and sustainable.

THE TOWN COUNCIL'S VISION FOR NEWHAVEN.

In 2012 the Town Council formulated a long-term vision for Newhaven and continues to maintain the same.

- By 2030, Newhaven will have undergone significant regeneration and development and strengthened and diversified its economic base.
- All communities within the town will have access to appropriate facilities to meet their needs and a variety of quality open spaces linked by a network of footpaths and cycleways providing access to the adjoining coast and countryside.
- Improvements to the highway network, public transport routes and parking regimes will have eased movement within the town and access to the regional highway network and adjoining towns and cities.
- Building upon the success of the Enterprise Centre the town will have become the focus for enterprise and training within the district, with links to the two universities in Brighton and other educational establishments acting as a hub for developing and expanding start-up businesses.
- Economic regeneration will also have centred on redevelopment and improvement of the area east of the river, maximising the potential of the waterfront, listed buildings and existing commercial premises, resulting in a quality environment with modern premises, improved access and greenway links, where a variety of uses, activities, businesses and industries thrive.
- Developing tourism opportunities for the town, with new port and accommodation facilities, integrated transport interchange and access arrangements that will act to maintain a continental gateway to the National Park and beyond.
- The old town centre will be revitalised and more accessible with a new role and a greater range of uses and activities to complement those east of the river with its improved public realm linking the two areas.
- These links and improved accessibility of the old town centre will have been aided by the improved highway, cycle and pedestrian network, greater connectivity to the town's railway stations and integrated transport interchange and a high-quality public transport corridor along the A259.

The aforementioned vision is further supported by that contained in its Neighbourhood Plan, which stated:

That by 2030 ...

- *Newhaven will have a quality built and natural environment with development respecting and maximising the potential of its historic and natural assets, whilst protecting the integrity of the countryside and coastal landscapes. Waterside access and a high-quality riverside environment will have been achieved and supported, by a healthy working relationship with the port owners and the local community.*
- *In order to improve safety and manage risks against the effects of climate change including sea level rise and pollution, measures will have been introduced that reduce the risk of river and tidal flooding, improve air quality and ensure a sustainable environment.*

- *New housing will have been delivered to meet the local need and wider housing needs of the district, including affordable housing and a mix of housing types, to ensure an equitable balance of property sizes, essential for a sustainable community.*
- *Residents will enjoy a good quality of life and to encourage healthy living, residents within the town will have access to a range of good quality recreational facilities including open spaces, footpaths and cycleways that provide access to the adjoining coast and countryside.*
- *The town will have a strong and diverse economic base which meets the employment needs of the local community and wider area, with its reputation as a hub for the 'clean and green' sector fully established.*
- *The town centre will provide an accessible focus to community life, revitalised with high quality public spaces and a greater range of uses and activity. The character of the historic assets of the town will have been enhanced and the connectivity of the retail areas west and east of the river will have been strengthened.*
- *The local highway network will enable easy vehicular, pedestrian and cycle access within the town and access to the regional highway network and adjoining towns and cities. There will be facilities for a comprehensive and integrated public transport network serving the town and accessing the wider region.*
- *Educational facilities will meet the needs of the local community and also act as a hub, linked to further and higher educational establishments which train for a diverse range and scale of enterprises and businesses.*
- *The community will be sharing their seaside town with tourists and visitors, with the town acting as a destination in its own right, as well as the continental gateway to the National Park and beyond.*
- *The strategic importance of Newhaven will have been consolidated, with the town being well known in the region for port generated activities and the cross-channel ferry service.*

THE TOWN COUNCIL'S STRATEGIC OBJECTIVES.

Following a number of workshops, the Town Council agreed on the following Strategic Objectives (in bold type), underpinned by a range of planned operational actions and activities. An indicative timeline and categorisation of those Strategic Objectives with underpinning Operational Actions (OA) can be found at Appendix A.

NB. With the recent advent of a proposed Reorganisation of Local Government and devolution of powers via the introduction of a Strategic Mayor for Sussex it is anticipated that this plan will likely require substantial modification as Sussex moves through this process over the coming 3-4 years.

1. Creating and Maintaining a Pleasant Place to live and work.

1.1 *Ensure Approved Planning is Built.*

Through its Planning & Development Committee, the council will take all appropriate action to ensure all development approved by the Planning Authority is actually implemented.

1.2 *Improve all Open Spaces across the Town.*

Under the auspices of the Councils Environment & Amenities Committee, the council will develop a range of 5-year Management Plans for its key Open Spaces (e.g. Valley Ponds and Meeching Down) ensuring that they are environmentally effective, fully acknowledge Biodiversity and provide a pleasant space(s) for residents.

- 1.3 *Prevent Planning Permission for the 18 Storey Block of Flats.*
The Council and its committees will strive to challenge built development across the Town that it considers unsympathetic and/or unnecessary by virtue of its location, size, style and wherever contrary to the Town Councils existing Neighbourhood Plan. However, such planning decisions are taken by the Planning Authority.
- 1.4 *Devolution of Land Spaces to NTC.*
The Town Council will remain committed to the concept of Devolution of land space and/or services, and this is particularly relevant to the Governments stated objectives and the creation of Unitary Authorities.
- 1.5 *Review of the NTC Neighbourhood Plan.*
With a Neighbourhood Plan already in place and fully ratified, a review has already been initiated by the town council. The outcome and its ongoing existence will be determined by completion of the Governments the NPPF changes and Local Plan completion by LDC. However, with the advent of potential Local Government restructuring (possible Unitary Authorities) a timeline for completion of the overall review remains unknown.

2. Providing Activities for Residents and Visitors of all ages.

- 2.1 *Use of 'The Sidings' for NTC Events.*
As part of the Council's ongoing Events Strategy, 'The Sidings' will be a key venue location of many council arranged and partnered Events for the local residents and wider community, and is already featuring in a range of Events as part of the overall NTC Events Strategy.
- 2.2 *Annual Christmas/Winter Market.*
A Town Christmas Lights 'switch -on' event has continued to take place in late November over recent years and will continue as part of the NTC Events Strategy. It is however, one of the councils' objectives to develop and grow this event further in order that greater economic opportunities are facilitated to the benefit of the Town.
- 2.3 *Purchase of Agricultural Land for Formal/Informal provision of Allotments. (Inclusive of Operational Action 2.5 Establish additional Allotment Gardens at Newhaven Cemetery).*
Officers will continue to operate a 'watching brief' for potential land space acquisitions for the purpose of meeting any level of demand for allotment spaces. Currently, all allotment garden provision is being physically improved where tenancies are relinquished, together with continued assessment of waiting list lengths and the eligibility of those wishing to become tenants.
- 2.4 *Contribute more to Arts Events in Newhaven.*
As part of its ongoing Events Strategy, the provision of Arts type events remain a continued aspiration wherever possible.
- 2.5 *Establish additional Allotment Gardens at Newhaven Cemetery.*
See Operational Action 2.3.
- 2.6 *Fenced off area on Meeching Down for Dog Walking/Training.*
Having only recently being added to NTC property portfolio ownership, a 5year conservation management plan has just been approved and will now require

implementation. This work will determine the reality and practicality of provision of a specific 'dog walking/training area' within Meeching Down.

3. Maintaining and Enhancing the Physical Environment.

3.1 *Ranger Service to manage open spaces.*

Resultant of the above and in conjunction with the continued devolvement of land spaces to the council, work will be undertaken to develop a 'Ranger Service' in order to manage and supervise the ongoing maintenance of these spaces. With the recent advent of a Local Government Re-organisation and Devolution of Statutory and other Powers (2025-28), this may be further augmented or changed depending upon the latter outcomes.

3.2 *NTC to adopt 'Motion for the Ocean'.*

This is an aspirational and fundamental objective of, and driven by, the Ocean Conservation Trust; that 'oceanic health' is a fundamental part of climate regulation and must be considered as part of any effective climate emergency response. Commitment is sought from local Councils to support a more ecologically healthy sea and to rethink how the Ocean is taken into account in planning and decision-making at a local level. Adoption will be subject to a Full Council resolution.

3.3 *NTC Takeover Operation and Ownership of Castle Hill.*

At present, this land space does not feature as part of the current 'devolution of land space' continuum. However, such a transfer may materialise as part of the proposed Reorganisation of Local Government and devolution of powers set to take place during 2025-2028.

3.4 *Town wide Grass Cutting Contract (Highway Verges & Open Spaces).*

Whilst currently 'self-delivering' maintenance of Highways Verges within the Town, the Council will examine the advantages or otherwise of including vegetation management of its existing open spaces and its Cemetery into one contract to achieve great control of standards and actual costs.

3.5 *Cemetery Infrastructure Improvements (Pathways & Facilities)*

Plans for an initial tranche of improvement works for the cemetery toilets and main entrance are already being considered by the local Planning Authority, and subject to these permissions and sufficient funding this phase of work is anticipated for completion in the current FY 25/26. There is also an indirect linkage to OA 4.6.

3.6 *Cemetery Memorial Risk Assessment*

Work will begin on a section-by-section basis to determine the safety or otherwise of cemetery memorials with an initial focus upon the newer and more patronised burial sections.

4. Facilitating Economic Opportunities.

4.1 *A busy High Street.*

The Town council has no control over any projects or their finance to deliver any of the fundamental factors required to achieve this OA, as this is within the control of Lewes District Council. On that basis it is necessary for Town Councillors and the Town Clerk to maintain a network of communications in order to secure legitimate input to these projects.

4.2 *Beach Huts for Small Businesses along West Quay.*

As Lewes District Council and in part Newhaven Port & Properties together with The Crown are the freeholders of West Quay and its walkway, and that the latter is a primary access point for the towns fishing fleet, it is highly unlikely that this could be achieved within the current era.

4.3 *Reopen West Beach.*

This land is owned and operated by Newhaven Port & Properties and the town council has no control over this land. However, officers will continue in their attempts to keep this possibility alive through networking and potential joint-working with our local Member of Parliament.

4.4 *Contribute more to Arts Events in Newhaven.*

In recent years the council has actively curated the 'Newhaven Festival' which has attracted and facilitated a range of events taking place in and around Newhaven. With the advent of its own recent Events Strategy, the council is now focusing upon organising and effectively controlling and directly financing a range of events that it wishes to take place in connection and consultation with other third parties, whilst in parallel making direct Events Grants to eligible applicants.

4.5 *Development & Sale of the Cemetery Mortuary Building*

As part of its ongoing Building Assets Strategy, work will be undertaken to redesign the Mortuary Building and seek planning permission for the same in order that consideration can be given to a potential sale for a private residence.

5. Provision and Improvement of Community Facilities.

5.1 *Rationalisation of Existing Property Portfolio.*

Work will continue on the current objectives within the Building Assets Strategy and other specific objectives (listed below) to rationalise the councils' level and type of provision of community and office buildings within the town to achieve greater operational efficiencies and sustainability.

5.2 *Rebuild of Eastside Social Hall.*

The rebuild of this social hall in its current location is considered to be the ultimate objective of the Building Assets Strategy with a range of other objectives within the Strategy culminating in achieving the same.

5.3 *Refurbishment of Lewes Road.*

Whilst forming part of the overall Building Assets Strategy, this objective has few interlinkages with other objectives under same Strategy and is effectively a 'stand-alone' project. The format of this building remains dependent upon the devolution of Lewes Road Recreation ground and the success or otherwise of the nearby Robertson Road Community Hub.

5.4 *Augmentation of Denton Hall (to provide Café Franchise & Public Toilets).*

An Architectural re-design of the existing building is being commissioned to assess the viability and potential cost of this work for further consideration in the context of the wider Building Assets Strategy.

5.5 *Refurbishment of Eastside Playground.*

This project is already in the design stages following community consultation with quotations being sought from reputable providers. Subject to award of this work, installation is likely to begin in October 2025.

6. Providing an Efficient and Representative Town Council.

6.1 *Mitigate Precept through Income Generation.*

With the Council currently possessing the General Power of Competence under The Localism Act s1-6 it has the opportunity to undertake and provide a range of community and commercial activities where the latter has the potential to generate income which in turn can reduce the level of Precept required.

6.2 *Council to move to 'ethical' banking provision.*

The council has already begun to adopt 'ethical' banking¹ service provision by opening its first account with the Unity Trust Bank. As to whether the councils banking service provisions will be transferred is a matter for further consideration in the context of future levels of financial risk.

6.3 *Improve overall Council 'image' and Public Perception.*

With the appointment of a dedicated Communications & Events Officer, and a range of policies, the council are well placed to manage its reputation to a high standard through the various media and communications channels available to all.

With a range of pertinent policies already in place, transparency and sound decision making continue to be fundamental to public perception, with media and communication channels determining their context.

6.4 *Policy Review.*

With some 40+ different policies surrounding operational human resource management and council specific procedures, each document has recently been reviewed by officers and councillors, and placed upon a continuum for regular review and update but remain subject to any changes in legislation.

Documents such as Financial Regulations, Standing Orders and Committee Terms of reference continue on an annual review basis and similarly are subject to additional change following legislative changes. All of this ensures that there is transparency and ongoing relevance for the council and its officers.

6.5 *Auditing.*

Internal and External auditing of all council functions remains the foundation to all council activities. Internal auditing of the council by an independent qualified auditor takes place on a six-monthly basis and forms an integral part of the Annual Governance & Accountability Return (AGAR) which is assessed by an external auditor appointed by National Government for this purpose. This process is in constant application every year.

6.6 *Budget Development & Precept Setting.*

This is an annual process which takes into account all aspects of expenditure and income activities and is developed through councillor aspiration surrounding service provision to residents and operational needs to facilitate the latter.

As well as historic expenditure and income patterns stemming from operational activities, the legislative requirements and the UK economic situation are also significant considerations together with the 'proper practice' guides of the Smaller Authorities Proper Practices Panel (SAPPP) Practitioners Guide.

¹ Ethical banking involves financial institutions prioritising investments and practices that align with social, environmental, and ethical principles, seeking to create positive societal impact beyond solely financial gains.

