



13th October 2026

Dear Sir/ Madam

You are hereby summoned to attend the Full Council Meeting to be held in the Town Hall on Monday 19th October 2026, at 7.00 pm for the purpose of transacting the business listed on the agenda below.

Yours faithfully

Doreen Joy – Proper Officer & RFO
Stalham Town Hall
74 High Street, Stalham
Norfolk, NR12 9AS
Tel: 07881 638145
Email: Clerk@stalham-tc.gov.uk

AGENDA

01 Apologies for Absence

02 Declarations of Interest and requests for Dispensations

If a member is not given a dispensation, they must withdraw from the meeting while the item is discussed. (Standing Orders Section 13)

03 Minutes of Previous Meetings

3.1 To **AGREE** and sign the minutes from the Full Council Meeting on the 21st of September 2026.

3.2 To **ADOPT** the minutes of the Events Committee Meeting on the 13th of October 2026.

04 Mayor's Report

05 Public Participation Time

The meeting will be adjourned for a period of 15 minutes to allow Members of the Public to receive County and District Councillors' reports and allow Councillors with prejudicial interests to speak.

To receive the Mayor's Report

Note that only items on this Agenda are to be discussed – for any other item/ subject, please contact the Clerk in writing for submission at a future meeting.

06 MATTERS FROM PREVIOUS MEETINGS

To report on progress on items from previous meetings. No decisions may be taken.

- 6.1 All agreed minutes filed.
- 6.2 All payments authorised.
- 6.3 Water testing in progress.
- 6.4 First Responders informed of the use of the Town Hall.
- 6.5 Budget Working Group meeting held; waiting on NNDC re tax base to confirm.
- 6.6 Donation to SABF paid for privacy screen and informed of storage decision.
- 6.7 Brownies informed of change of use for grant.
- 6.8 Adopted policies placed on website.
- 6.9 Police reporting notice given to High Street Shops, in the booklet and on FB.
- 6.10 Visit Norfolk informed of Council's decision.
- 6.11 Youth Club lease pending

07 Amenities

- 7.1 Update on Millside's weekly playground inspections and to consider and agree any actions. (JH)
- 7.2 To consider and agree whether to adopt a proposed bus shelter at the current Millside bus stop.
- 7.3 Update on the High Street toilets and to consider and agree any actions.
- 7.4 To consider and agree whether to obtain a Fire Risk Assessment for 2026.

08 Finance & General Purposes Committee

- 8.1 To consider and agree September's reconciliation of accounts.
- 8.2 To consider and agree October's payments.
- 8.3 To consider and agree whether to purchase a chain for the Deputy Mayor.(MG)
- 8.4 To consider and agree which Councillors to do Council's internal inspections for 2026-2027.
- 8.5 Update on 6-monthly budget and to consider and agree any actions.

09 Training

10 Policies, Documents and Communications.

- 10.1 To consider and agree the Council's STAG Terms of Reference.
- 10.2 Update on the Meeting Dates for 2027 and to consider and agree any actions.
- 10.3 Update on ChatGPT and to consider and agree any actions.
- 10.4 Update on the Town Booklet and to consider and agree any actions
- 10.5 To consider and agree the way forward for Council's IT issues. (ST)
- 10.6 To consider and agree the Council's Grievance Policy.
- 10.7 To consider and agree the Council's Disciplinary Policy.
- 10.8 To consider and agree the Council's Pontoon Insurance Renewal.

11 Events

- 11.1 To consider and agree the Risk Assessment for the Christmas Light Switch-on.

12 Strategic Plan

13 To report any other business.

Note that this is to report matters for inclusion in a future agenda or matters which require no decision to be made by the Council.

13.1. Delegation of Powers for:

13.2 Updates and matters for future agendas.

14 Date of Next Meeting

14.1 To confirm that the date of the next Meeting of the Town Council is 16th November 2026.



MINUTES OF THE FULL COUNCIL MEETING HELD ON
MONDAY 21st SEPTEMBER 2026 AT THE TOWN HALL.

Present: Cllrs: K Bayes, S Toone, M Willoughby, M Green, C Scrivner, R Wilmshurst,
P Wilmshurst, M McGeary, M Taylor and S Maisey.

Members of Public: – 0

Proper Officer: D Joy
Admin Assistant: J Hodds

MINUTES

01 Apologies for Absence

Cllr Hood – work.

The motion was proposed,

Members **AGREED** to accept Cllr Hood's apologies for absence.

02 Declarations of Interest and requests for Dispensations

If a member is not given a dispensation, they must withdraw from the meeting while the item is discussed. (Standing Orders Section 13)

None

03 Minutes of Previous Meetings

3.1 To **AGREE and sign the minutes from the Full Council Meeting on the 13th of July 2026.**

The motion was proposed,

Members **AGREED** the minutes from the Full Council Meeting on the 13th of July 2026

3.2 To **ADOPT the minutes of the Amenities Committee Meeting on the 7th of September 2026.**

The motion was proposed,

Members **AGREED** to **ADOPT** the minutes of the Amenities Committee Meeting on the 7th of September 2026.

04 **Mayor's Report**

July to September 2026

I am pleased to report on a number of activities and events that have taken place in Stalham over the past few months.

The weeding and maintenance of the bedding plants at the top of the High Street have continued throughout the summer. I would like to extend my special thanks to the local businesses who kindly helped by watering the plants, particularly during the hot spells. Their support has made a real difference. The borders are looking tidy and are currently free from weeds. Looking ahead, we are planning to plant bulbs along with some additional winter planting to provide further colour over the coming months.

We have also undertaken weeding and hedge trimming from the Town Hall through to the A149, helping to keep this important route into and through the town looking neat and well maintained.

A big thank you to everyone who helped with the Artisan Fair. In particular, I would like to recognise Doreen and Julie for all their hard work in organising the event in the lead-up and on the day itself. Events such as this take a great deal of time and effort, and their contribution is very much appreciated.

Congratulations also to the Stalham Area Business Forum (SABF) on another excellent Vintage Market. It was fantastic to see such a significant number of visitors enjoying the High Street and supporting our local businesses.

I would also like to give special thanks to Phil Hanton and Sally Kirwan for their efforts in making the Art Trail (Lightning Trail) such a great success. The organised walk and trail around the High Street, together with the businesses decorating their own Lightning model with a design linked to their business, created an enjoyable and imaginative event. It was wonderful to see businesses getting involved and bringing something different to the town.

I would also like to say how good the new streetlamps look along the High Street. The Council has received several positive comments, and they have made a noticeable difference to the appearance of the town centre.

Finally, I would like to acknowledge and thank those businesses who, unfortunately, have had to leave the High Street for various reasons. The Council appreciates the commitment, hard work and efforts of everyone who has been part of Stalham's retail offer over the years. Local businesses play such an important role in the character and vitality of our town, and their contribution should be recognised and valued.

Thank you to everyone who continues to contribute to making Stalham a welcoming, attractive and vibrant town.

05 **Public Participation Time**

The meeting will be adjourned for a period of 15 minutes to allow Members of the Public to receive County and District Councillors' reports and allow Councillors with prejudicial interests to speak.

To receive the Mayor's Report

Note that only items on this Agenda are to be discussed – for any other item/subject, please contact the Clerk in writing for submission at a future meeting.

The motion was proposed,

Members **AGREED** to adjourn the meeting to allow all members of the public present to speak.

Cllr Taylor gave his County Report.

The motion was proposed,

Members **AGREED** to resume the meeting

06 MATTERS FROM PREVIOUS MEETINGS

To report on progress on items from previous meetings. No decisions may be taken.

- 6.1 All agreed minutes filed.
- 6.2 All payments authorised.
- 6.3 New High Street lanterns fitted.
- 6.4 Awaiting Post Office response to missing Post Box.
- 6.5 New Bus Shelter being fitted in the middle of October.
- 6.6 Flag Risk Assessment sent to Redcat.
- 6.7 NDP updated; waiting to speak to Louise re next steps.
- 6.8 Adopted policies placed on website.
- 6.9 Events budgets on the next Events meeting.
- 6.10 Christmas lights ordered.
- 6.11 Youth Club lease pending

07 Amenities

- 7.1 Update on Millside's weekly playground inspections and to consider and agree any actions.

It was reported that the bin was broken, but Cllr P Wilmshurst is fixing it.

- 7.2 To consider and agree whether to commission a Legionella Report for 2026.

The motion was proposed,

Members **AGREED** not to commission a report, but to test the water periodically.

- 7.3 To consider and agree the Broadland First Responders' requests for the Town Hall.

The motion was proposed,

Members **AGREED** to allow the Town Hall to be used by the Broadland First Responders for free.

08 Finance & General Purposes Committee

- 8.1 To consider and agree July's and August's reconciliation of accounts.

The motion was proposed,

Members **AGREED** July's and August's reconciliation of accounts.

- 8.2 To consider and agree September's payments.

The Clerk informed the meeting that there would be an extra payment of £22,890.00 for the new High Street Lanterns.

The motion was proposed,

Members **AGREED** to September's payments.

- 8.3 To consider and agree projects to be included in the 2027/2028 Budget.

The Clerk informed the meeting that the budget meeting would be in October and to email the Clerk with projects for 2027-2028

- 8.4 To consider and agree whether to cover the costs for the Business Forums Privacy Screen.

The motion was proposed,

Members **AGREED** to donate £60.00 to the Business Forum for their privacy screen but would not be able to store it at the Town Hall.

- 8.5 To receive the external auditors' report for Council's year-end accounts 2025-2026 and consider and agree any actions.

The Clerk informed the meeting that the items raised by the external auditor had already been addressed.

The motion was proposed,

Members **AGREED** the External Auditors Report.

- 8.6 To consider and agree the change of use for the grant for Stalham Rainbow Brownies.

The motion was proposed,

Members **AGREED** to the change of use for the Stalham Rainbow Brownies grant.

09 Training
None

10 Policies, Documents and Communications.

- 10.1 To consider and agree the Council's Risk Management Policy.
The motion was proposed,
Members **AGREED** to the Council's Risk Management Policy.
- 10.2 To consider and agree the Council's Records Retention and Disposal Schedule.
The motion was proposed,
Members **AGREED** the Council's Records Retention and Disposal Schedule.
- 10.3 To consider and agree the meeting dates for 2027.
The motion was proposed,
Members **AGREED** the meeting dates for 2027.
- 10.4 Update on the Town Booklet and to consider and agree any actions.
The motion was proposed,
Members **AGREED** to the Town Booklet format.
- 10.5 To consider and agree the Council's Compliments and Complaints Policy.
The motion was proposed,
Members **AGREED** the Council's Compliments and Complaints Policy.
- 10.6 To consider and agree whether to implement incident reporting for anti-social behaviour in the town.
The motion was proposed,
Members **AGREED** to the following:
To give all shops in the High Street the "How to Report a Crime" poster
To place this in the Town's Booklet
To place a copy on Council's noticeboards.
- 10.7 To consider and agree whether to apply for the Local Council Award Scheme.
The motion was proposed,
Members **AGREED** to apply for the Local Council Award Scheme starting with the Bronze Scheme.
- 10.8 To consider and agree the Council's updated Health and Safety and Welfare Policy.
The motion was proposed,
Members **AGREED** to defer this to the next meeting for Cllr Hood to run through.
- 10.9 To consider and agree the Council's Data Protection Complaints Policy.
The motion was proposed,
Members **AGREED** the Council's Data Protection Complaints Policy.
- 10.10 To consider and agree whether to send thank-you letters to the shops closing in the High Street.
The motion was proposed,
Members **AGREED** to send thank-you letters to the shops closing in the High Street.
- 10.11 To consider and agree whether to subscribe to Visit North Norfolk.
The motion was proposed,
Members **AGREED** not to subscribe to Visit North Norfolk.

11 Events

11.1 Update on the Christmas Events and to consider and agree any actions.

The motion was proposed,

Members **AGREED** the proposal for the Light Switch-on and for the Clerk to investigate having a tree at the top of the High Street.

11.2 Update on the Remembrance Parade and to consider and agree on any actions.

The motion was proposed,

Members **AGREED** the following:

The Risk Assessment

Cllrs Toone, Scrivner and P and R Wilmshurst will steward to road closures.

12 Strategic Plan

12.1 Update on the Strategic Plan and to consider and agree on any actions.

The motion was proposed,

Members **AGREED** to new projects in the Strategic Plan and for the following projects to be started immediately:

Town Map

Stalham's Park and Ride Scheme

Pop-up Shops

13 To report any other business.

Note that this is to report matters for inclusion in a future agenda or matters which require no decision to be made by the Council.

13.1. Delegation of Powers for:

13.2 Updates and matters for future agendas.

Cllr Toone asked for Council's IT provision to be added to the next agenda.

14 Exclusion of the Press and Public

To resolve under the Public Bodies (Admission to Meetings) Act 1960 that the Press and Public be excluded due to items about employment and legal issues.

The motion was proposed,

Members **AGREED** that under the Public Bodies (Admission to Meetings) Act 1960, the Press and Public be excluded due to items about employment and legal issues.

14.1 Update on the Youth Club lease, and to consider and agree any actions.

The Clerk updated the meeting on the Youth Club building lease.

14.2 To consider and agree a letter of recommendation from Council.

The motion was proposed,

Members **AGREED** to a letter of recommendation from Council.

15 Date of Next Meeting

15.1 To confirm that the date of the next Meeting of the Town Council is 19th October 2026.

MEETING CLOSED: 8:44 pm

CHAIR: _____

DATE: _____



MINUTES OF THE EVENTS COMMITTEE
MEETING HELD ON
MONDAY 13th OCTOBER 2026 AT THE TOWN HALL.

Present: Cllrs: R Hood (Chair), K Bayes, M Green, M Willoughby, S Toone, P Wilmshurst, R Wilmshurst, C Scrivner and S Maisey.

Members of Public: – 0

Proper Officer: D Joy
Admin Assistant: J Hodds

01 Apologies for Absence

Cllr Taylor – no apologies given

02 Declarations of Interest and requests for Dispensations

If a member is not given a dispensation, they must withdraw from the meeting while the item is discussed. (Standing Orders Section 13)

None

03 Minutes of Previous Meetings

3.1 To **APPROVE** the minutes of the Events Committee meeting held on the 15th June 2026.

ADOPTED by Full Council on the 13th July 2026.

The motion was proposed,

Members **AGREED** the minutes of the Events Committee meeting held on the 15th June 2026.

ADOPTED by Full Council on the 13th July 2026.

04 Public Participation Time

The meeting will be adjourned for a period of 15 minutes to allow Members of the Public to allow Councillors with prejudicial interests to speak.

Note that only items on this Agenda are to be discussed – for any other item/ subject, please contact the Clerk in writing for submission at a future meeting.

The motion was proposed,

Members **AGREED** to adjourn the meeting to allow all members of the public present to speak.

The motion was proposed,

Members **AGREED** to resume the meeting

05 MATTERS FROM PREVIOUS MEETINGS

5.1 Minutes filed and placed on the website.

06 Events 2026

- 6.1 Update on the Jobs Fair on the 3rd November and to consider and agree any actions.
The Clerk updated the meeting that 24 employers had signed up to the event.
The Job Centre regretted that it could not hold these events at the weekend due to staffing issues.
The motion was proposed,
Members **AGREED** the format that was presented.
- 6.2 Update on Remembrance Sunday and to consider and agree any actions.
The motion was proposed,
Members **AGREED** the following:
For the Clerk to request the Coastguards attend.
To promote veterans and service people to attend.
Members **AGREED** the format that was presented.
- 6.3 Update on the new Christmas High Street lights and to consider and agree any actions.
The Clerk informed the meeting that they were still waiting on owners from Boots and Bake a Wish for permission for the new lights, and Cozens would be doing a final survey before installation.
The motion was proposed,
Members **AGREED** to have a 5m tree built by East Coast College at the gardens at the bottom of the High Street.
- 6.4 Update on the Christmas Light Switch-on and to consider and agree any actions.
The motion was proposed,
Members **AGREED** the following:
To place a QR code on the brochure for people to use.
Ask Cozens if they can link the tree into the same timer as the High Street lights.
To request Stalham Car Sales and Havers Tyres to place a tree on their properties.
To have a working group meeting on the 16th November to run through the Christmas light switch-on.
To install the tree on the 24th November.
The format that was presented.
- 6.5 Update on Bauble Hunt and to consider and agree any actions.
30 Shops taking part so far.
The motion was proposed,
Members **AGREED** to place these out in 2 waves over December.
- 6.6 Update on Reverse Advent Calendar and to consider and agree any actions.
Members **AGREED** to the format that was presented.
- 6.7 Update on Budgets for events 2026.
Members were presented with the events budget so far.
No action needed

07 Events for 2027

- 7.1 Update on the Easter Egg Hunt and to consider and agree on any actions.
The motion was proposed,
Members **AGREED** to the format that was presented.
- 7.2 To consider and agree whether to go ahead with the Festival of Stalham on the budget produced.
The motion was proposed,
Members **AGREED** to go ahead with the Festival of Stalham on the budget produced.
- 7.3 Update on the Artisan Market 2027 and to consider and agree any actions.
The motion was proposed,
Members **AGREED** to the new terms for stallholders.
- 7.4 Update on the Monthly Market and to consider and agree any actions.
The motion was proposed,
Members **AGREED** to wait on feedback and then revisit this.

08 Policies and Documents

- 8.1 Update on NNDC and new licensing rules and to consider and agree any actions.
Cllr Bayes informed the meeting of the catalogue of errors from NNDC regarding the licence.
The motion was proposed,
Members **AGREED** for Cllr Bayes, Cllr Taylor and the Clerk to meet with NNDC regarding this issue.

09. To report any other business.

Note that this is to report matters for inclusion in a future agenda or matters which require no decision to be made by the Council.
Open Gardens for next agenda.

10. Date of Next Meeting

Christmas Working Group meeting on 9th November at 7 pm at the Town Hall.

MEETING CLOSED:8.10PM

CHAIR:_____

DATE:_____

Millside Playground						
	Name - Paul Wilmhurst / Julie Hodds					Month - September
	Date	05.09.26	18.09.26	25.09.26		Comments
	General					bins do not lock
	gates	☒	☒	☒		
	fences	☒	☒	☒		
	signage	☒	☒	☒		
	grass	☒	☒	☒		
	bins	☐	☐	☐		
	Swings					
	chains	☒	☒	☒		
	seats	☒	☒	☒		
	matting	☒	☒	☒		
	fixings	☒	☒	☒		
	Slide					
	slide	☒	☒	☒		
	frame	☒	☒	☒		
	steps	☒	☒	☒		
	3 low-level activity trail					
	structure	☒	☒	☒		
	fixings	☒	☒	☒		
	Activity trail walk					
	structure	☒	☒	☒		
	chains	☒	☒	☒		
	fixings	☒	☒	☒		

**Bank Reconciliation Statement as at 30/09/2026
for Cashbook 4 - Unity Bank**

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page</u>	<u>Balances</u>
Unity Bank	30/09/2026	6	159,799.14
			159,799.14
<u>Unpresented Payments (Minus)</u>		<u>Amount</u>	
		0.00	
			0.00
			159,799.14
<u>Unpresented Receipts (Plus)</u>			
		0.00	
			0.00
			159,799.14
		Balance per Cash Book is :-	159,799.14
		Difference is :-	0.00

Signatory 1:

Name Signed Date

Signatory 2:

Name Signed Date

Ms Doreen Joy
Stalham Town Hall
74 High Street
Stalham Norwich
NR12 9AS

✉ Unity Trust Bank plc
PO Box 7193
Planetary Road
Willenhall
WV1 9DG

☎ Call **0345 140 1000***

✉ Email **us@unity.co.uk**

🌐 Visit **www.unity.co.uk**

Account Statement

01 September 2026 to 30 September 2026

Account Name: Stalham Town Council
Sort Code: 608301
Account Number: 20439693
Swift Code (BIC): NWBKGB2L
IBAN: GB93NWBK60023571418024

Summary**

Start balance	Paid out	Paid in	End balance
£93,102.25	£34,606.90	£101,303.79	£159,799.14

Your arranged overdraft limit is £0.00



Go Paperless!

You can choose to receive online statements and we'll notify you by email when they're available. Contact us to switch to paperless statements.

Accessibility

Unity can offer statements in alternative formats such as statements in braille, large print or audio. Please contact us for more information.

*Our call centre opening hours are 9:00am to 5:00pm, Monday to Friday, excluding bank and public holidays in England and Wales. Calls are recorded and may be monitored for security, training and quality purposes.

**Please note it is your responsibility to check all statement entries and period end dates when reconciling your accounts for your own official accounting purposes.

Transactions for Current T2 account 20439693

Date	Type	Details	Paid Out £	Paid In £	Balance £
31/08/2026		Balance brought forward	£0.00	£0.00	£93,102.25
01/09/2026	Faster Payment Debit	B/P to: LJ Tree Services	£370.00	£0.00	£92,732.25
01/09/2026	Credit	J Keir	£0.00	£10.00	£92,742.25
02/09/2026	Credit	CCLA Investment Management Limited	£0.00	£336.79	£93,079.04
07/09/2026	Direct Debit	Direct Debit (EE LIMITED)	£55.20	£0.00	£93,023.84
07/09/2026	Standing Order	S/O to: Cozens (UK) Ltd	£180.00	£0.00	£92,843.84
10/09/2026	Direct Debit	Direct Debit (NORTH NORFOLK DC)	£265.00	£0.00	£92,578.84
11/09/2026	Faster Payment Debit	B/P to: D E JOY	£30.04	£0.00	£92,548.80
11/09/2026	Faster Payment Debit	B/P to: NNDC	£937.30	£0.00	£91,611.50
15/09/2026	Direct Debit	Direct Debit (BT GROUP PLC)	£80.34	£0.00	£91,531.16
15/09/2026	Credit	The Stalham Broads	£0.00	£30.00	£91,561.16
16/09/2026	Direct Debit	Direct Debit (LLOYDS BANK PLC)	£132.17	£0.00	£91,428.99
17/09/2026	Direct Debit	Direct Debit (ANGLIAN WATER BUSI)	£37.45	£0.00	£91,391.54
21/09/2026	Direct Debit	Direct Debit (SAGE UK LTD)	£16.80	£0.00	£91,374.74
22/09/2026	Direct Debit	Direct Debit (E.ON NEXT LTD)	£15.63	£0.00	£91,359.11
22/09/2026	Direct Debit	Direct Debit (E.ON NEXT LTD)	£69.18	£0.00	£91,289.93
23/09/2026	Faster Payment Debit	B/P to: SABF	£60.00	£0.00	£91,229.93
23/09/2026	Faster Payment Debit	B/P to: P Hanton	£131.50	£0.00	£91,098.43
23/09/2026	Faster Payment Debit	B/P to: Stalham DIY and Ha	£23.15	£0.00	£91,075.28
23/09/2026	Faster Payment Debit	B/P to: century printing	£130.80	£0.00	£90,944.48
23/09/2026	Faster Payment Debit	B/P to: PKF Littlejohn LLP	£756.00	£0.00	£90,188.48
23/09/2026	Faster Payment Debit	B/P to: Norfolk Office	£61.12	£0.00	£90,127.36
23/09/2026	Faster Payment Debit	B/P to: collective comm pl	£900.00	£0.00	£89,227.36
23/09/2026	Faster Payment Debit	B/P to: S Ayling	£225.50	£0.00	£89,001.86
23/09/2026	Faster Payment Debit	B/P to: APC Pest Control	£216.00	£0.00	£88,785.86
23/09/2026	Faster Payment Debit	B/P to: Anglian Internet	£180.00	£0.00	£88,605.86
23/09/2026	Faster Payment Debit	B/P to: Norfolk Pension Fu	£1,237.29	£0.00	£87,368.57

Transactions for Current T2 account 20439693

Date	Type	Details	Paid Out £	Paid In £	Balance £
23/09/2026	Faster Payment Debit	B/P to: Cozens (UK) Ltd	£22,890.00	£0.00	£64,478.57
23/09/2026	Credit	Deena Ball	£0.00	£375.00	£64,853.57
23/09/2026	Credit	Deena Ball	£0.00	£300.00	£65,153.57
23/09/2026	Credit	TWINSBAKES LIMITED	£0.00	£27.00	£65,180.57
25/09/2026	Direct Debit	Direct Debit (ANGLIAN WATER BUSI)	£233.72	£0.00	£64,946.85
28/09/2026	Direct Debit	Direct Debit (ENGIE POWER)	£720.61	£0.00	£64,226.24
28/09/2026	Standing Order	S/O to: Julie Hodds	£1,481.04	£0.00	£62,745.20
28/09/2026	Standing Order	S/O to: D E JOY	£2,327.01	£0.00	£60,418.19
28/09/2026	Credit	DAC BEACHCROFT CLA	£0.00	£125.00	£60,543.19
28/09/2026	Credit	BALFOUR RE	£0.00	£30.00	£60,573.19
29/09/2026	Faster Payment Debit	B/P to: RP SHEARWOOD BUILD	£720.00	£0.00	£59,853.19
29/09/2026	Faster Payment Debit	B/P to: BBT Construction	£105.00	£0.00	£59,748.19
29/09/2026	Credit	A Bowie	£0.00	£30.00	£59,778.19
30/09/2026	Fee	Manual Credit Handling Charge	£5.60	£0.00	£59,772.59
30/09/2026	Credit	NNDC	£0.00	£100,000.00	£159,772.59
30/09/2026	Credit	Your Health Norfolk And Suffolk Lim	£0.00	£40.00	£159,812.59
30/09/2026	Fee	Service Charge	£13.45	£0.00	£159,799.14

Financial Services Compensation Scheme

For eligible organisations, your deposits held with Unity Trust Bank are protected up to £120,000 under the Financial Services Compensation Scheme (FSCS). For more information about eligibility and compensation provided by the FSCS, please visit: **FSCS.org.uk** or refer to our FSCS Information Sheet and Exclusions List at **www.unity.co.uk/fscs**

Sending or Receiving Currency

You may be asked for your SWIFTBIC (Bank Identification Code) and IBAN (International Bank Account Number). These can be found at the top of this statement and are required to ensure that international banks can find the correct account to credit or debit funds.

When receiving currency into your Unity account, you must inform us of the transaction. The SWIFTBIC number relates to a central Unity account. We use this account to receive international currency before allocating the payment to your account. Please call us on **0345 140 1000*** for more information.

Fraud Concerns

If you have any concerns regarding fraud on your account, then please call the freephone number **0800 652 3839**.

What happens when something goes wrong?

If you have a problem with your Unity account or our service, please get in touch with us on **0345 140 1000***. We aim to resolve any issues as soon as possible.

Additional Information

A copy of our interest rates can be found on our website **www.unity.co.uk/interest-rates**

A copy of our fees and charges can be found on our website **www.unity.co.uk/terms-and-conditions**

This information is also available by calling **0345 140 1000***. To help us improve our service and maintain security, we may monitor and/or record your telephone calls with us.

Unity Trust Bank plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Unity Trust Bank is entered in the Financial Services Register under number 204570. Registered office: Four Brindleyplace, Birmingham, B1 2JB. Registered in England and Wales no. 1713124.

*Our call centre opening hours are 9:00am to 5:00pm, Monday to Friday, excluding bank and public holidays in England and Wales. Calls are charged at local rate. Calls are recorded and may be monitored for security, training and quality purposes.
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www.unity.co.uk

Ms Doreen Joy
Stalham Town Hall
74 High Street
Stalham Norwich
United Kingdom
NR12 9AS

✉ Unity Trust Bank plc
PO Box 7193
Planetary Road
Willenhall
WV1 9DG

☎ Call **0345 140 1000***

✉ Email **us@unity.co.uk**

🌐 Visit **www.unity.co.uk**

Pre-notification statement

01 September 2026 to 30 September 2026

Account Name: Stalham Town Council

Sort Code: 608301

Account Number: 20439693

Dear Ms Doreen Joy,

This letter outlines charges relating to the transactions and debit interest on your account between 01/09/2026 and 30/09/2026.

You can find full details of our fees and charges within the Standard Service Tariff on our website **www.unity.co.uk/terms-and-conditions**

The charges for this billing period are:**

Total charges	£13.15
Total debit interest	£0.00
To be debited from your account on	31/10/2026



Go Paperless!

You can choose to receive online statements and we'll notify you by email when they're available. Contact us to switch to paperless statements.

Accessibility

Unity can offer statements in alternative formats such as statements in braille, large print or audio. Please contact us for more information.

*Our call centre opening hours are 9:00am to 5:00pm, Monday to Friday, excluding bank and public holidays in England and Wales. Calls are recorded and may be monitored for security, training and quality purposes.

**Please note it is your responsibility to check all statement entries and period end dates when reconciling your accounts for your own official accounting purposes.

Pre-notification of account charges

Type	Count	Charge
Automated Payments	24	£3.60
Faster Payments	17	£2.55
Manual	—	£0.00
Account Fee	—	£7.00

Additional information

The combined account charge includes the following transaction types:

Automated Payments	Bacs Credit (in)	Direct Debit (out)	Faster Payment Credit (in)
Faster Payments	Standing Orders (out)	Bill Payments (out)	
Manual	Cheques	Credits	
Account Fee	This is the standard charge for maintaining your account regardless of any transactions.		
Total charge	These charges do not include cash or cheques paid in through the Post Office, Bank Counter or via our Freepost service.		

Interest and Charges

Our General Terms & Conditions state when we may apply charges or interest. Further information about debit interest and other fees or charges can be found in our Standard Service Tariff.

Credit interest – AER stands for Annual Equivalent Rate and describes what the interest rate would be if interest was paid and compounded annually.

Debit interest – ABR stands for Above Base Rate and describes the rate charged annually above the Bank of England Base Rate.

Sending or Receiving Currency

You may be asked for your SWIFTBIC (Bank Identification Code) and IBAN (International Bank Account Number). These can be found at the top of this statement and are required to ensure that international banks can find the correct account to credit or debit funds.

When receiving currency into your Unity account, you must inform us of the transaction. The SWIFTBIC number relates to a central Unity account. We use this account to receive international currency before allocating the payment to your account. Please call us on **0345 140 1000*** for more information.

Fraud Concerns

If you have any concerns regarding fraud on your account, then please call the freephone number **0800 652 3839**.

What happens when something goes wrong?

If you have a problem with your Unity account or our service, please get in touch with us on **0345 140 1000***. We aim to resolve any issues as soon as possible.

Additional Information

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www.unity.co.uk/interest-rates

A copy of our fees and charges can be found on our website
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**Bank Reconciliation Statement as at 30/09/2026
for Cashbook 6 - CCLA**

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page</u>	<u>Balances</u>
CCLA	30/09/2026	6	103,000.00
			103,000.00
<u>Unpresented Payments (Minus)</u>		<u>Amount</u>	
		0.00	
			0.00
			103,000.00
<u>Unpresented Receipts (Plus)</u>			
		0.00	
			0.00
			103,000.00
		Balance per Cash Book is :-	103,000.00
		Difference is :-	0.00

Signatory 1:

Name Signed Date

Signatory 2:

Name Signed Date

Statement of Account

Mrs Doreen E Joy
Stalham Town Council
74 High Street
Stalham
Norfolk
NR12 9AS

5 October 2026

Account name: **STALHAM TOWN COUNCIL**
Account number: **PS1007149-001**
Statement period: **31/08/2026 to 30/09/2026**

Account summary

Total valuation as at 30 September 2026 **£103,000.00**
Total valuation as at last statement at 31 August 2026 **£103,000.00**

Holdings as at 30 September 2026

Fund name	Unit/share holdings	Price per unit/share	Value
Public Sector Deposit Fund SC4 - Public Sector GB00B3LDFH01	103,000.0000	£1.00	£103,000.00
			Total value
			£103,000.00

The average Fund yield for this period was 3.86% p.a.

Income for the period is as follows:

Month	Date paid	Fund name	Method	Amount (£)	Destination
Sep 2026	02/10/2026	Public Sector Deposit Fund SC4 - Public Sector	Paid to Nominated Bank Details	£326.64	

Correspondence address: PO Box 12892, Dunmow, Essex CM6 9DL

clientservices@ccla.co.uk

Freephone 0800 022 3505

www.ccla.co.uk

Fund documentation is available at www.ccla.co.uk/investments, or may be requested from our Client Services team. Telephone calls are recorded.
CCLA Investment Management Limited (registered in England & Wales, No. 2183088), part of the Jupiter Group, is authorised and regulated by the Financial Conduct Authority. Registered address: The Zig Zag Building, 70 Victoria Street, London, SW1E 6SQ.

All CCLA forms are available on our website: **www.ccla.co.uk/resources/client-documentation**. Please ensure that you download and use the latest available form to make any transaction or amendment. Using an old form will result in the instruction being rejected.

Before making any additional investments into CCLA funds, please read the most recent version of the relevant fund's key information document (KID). KIDs can help investors understand the nature, risks, costs, potential gains and potential losses of fund, and compare the fund with other products. The KIDs for our funds are available in the investments section of our website at, www.ccla.co.uk. Or, you can ask us to send you copies, free of charge, by emailing our Client Services team at clientservices@ccla.co.uk.

Please keep all documents (including this statement) safe as you may need to refer to the information in the future.

If you would like to discuss any of the information on your statement please contact Client Services.

A glossary of terms used in this communication is available on **www.ccla.co.uk/glossary**. If you would like the information in an alternative format or have any queries, please call us on **0800 022 3505** or email us at **clientservices@ccla.co.uk**.

October's Payments										
NO	A/C Code	Cost Code	Payable to	Payment Method	Description	Invoice No	Net	VAT	Gross Amount	R
205	4015	200	Engie	D/D	Street Lights August 2026	2-06363131	£600.51	£120.10	£720.61	12.10.26
206	4251	700	EON	D/D	Town Hall Electric Sept	KI-C8ADA16D-0057	£42.87	£2.14	£45.01	
207	4221	100	EE	D/D	Mobiles - 28.7.26-28.8.26	N/A	£25.48	£5.10	£30.58	
208	4221	100	BT	D/D	Phone & Internet September	N/A	£66.95	£13.39	£80.34	
209	4010	200	Cozens	STO	Street Lights October	11142	£150.00	£30.00	£180.00	12.10.26
210			Lloyds	D/D	Credit Card for July	N/A	£0.00	£0.00	£132.17	12.10.26
	4201	100	CC Monthly Charges	D/D	Charges July	N/A	£0.00	£0.00	£6.00	
	4255	700	Amazon	CC	Photo frames	GB601NM8ZHJADI	£3.32	£2.42	£14.99	
	4227	100	Microsoft	CC	Storage for One Drive	N/A	£0.00	£3.82	£19.99	
	4210	100	Open AI	CC	Sep 14–Oct 14, 2026		£36.00	£7.20	£43.20	
	4255	700	Amazon	CC	Replacement Frames	GB696OYMNAEUD	£9.99	£2.00	£11.99	
	4210	100	Amazon	CC	Prime Subscription	N/A	£0.00	£0.00	£8.99	
	4440	801	Land Registry	CC	Landlord details	N/A	£0.00	£0.00	£42.00	
183	4440	201	NNDC	ONLINE	Events Licence - Fringe	N/A	£0.00	£0.00	£937.30	12.10.26
184	4300	500	Doreen Joy	ONLINE	Employment Costs August	N/A	£5,045.54			12.10.26
185	4300	500	Julie Hodds	ONLINE						12.10.26
186	4400	500	Norfolk Pension Fund	D/D						
187	4251	703	EON	D/D	Electric Youth Club Sept	BC78951D-0017	£14.89	£0.74	£15.63	
188	4301	500	Sage	ONLINE	Payroll 16/09/2026 -	GB-02511378	£14.00	£2.80	£16.80	
189	4101	400	D Boden	ONLINE	Grass Cutting Cemeteries - September	N/A	£552.85	£110.57	£663.42	12.10.26
190	4201	100	Unity Bank	ONLINE	Augusts' charges	N/A	£0.00	£0.00	£19.10	12.10.26
191	4005	100	LJ Tree Service	ONLINE	Trees at St Marys	N/A	£0.00	£0.00	£370.00	12.10.26
192	4220	100	Norwich Office Supplies	ONLINE	Stationary October	35579	£74.37	£14.87	£89.24	
193	4998	700	S Ayling	ONLINE	Town Hall Cleaning September	2492	£0.00	£0.00	£254.25	
194	4161	703	NNDC	ONLINE	Youth Club Rates - September	N/A	£0.00	£0.00	£265.00	12.10.26

[illegible]

Annual Budget - By Centre

Note: Budget 2026-2027

		<u>2025-2026</u>		<u>2026-2027</u>				<u>2027-2028</u>		
		Budget	Actual	Total	Actual YTD	Projected	Committed	Agreed	EMR	Carried Forward
100	Administration									
1076	Precept	200,000	200,000	200,000	200,000	0	0	0	0	0
1090	Interest Received	0	3,572	0	1,974	0	0	0	0	0
1800	Training Income	0	180	0	0	0	0	0	0	0
1900	Miscellaneous Income	0	55	0	252	0	0	0	0	0
	Total Income	200,000	203,807	200,000	202,226	0	0	0	0	0
4105	Misc Expenditure	0	-19	0	44	0	0	0	0	0
4200	Insurance	5,000	4,688	5,688	4,850	0	0	0	0	0
4201	Bank charges	200	273	300	116	0	0	0	0	0
4205	Audit Fees	1,200	930	1,100	1,207	0	0	0	0	0
4210	Subscriptions	1,300	816	1,000	232	0	0	0	0	0
4220	Stationery	1,000	800	1,000	730	0	0	0	0	0
4221	Telephone/Mobile	1,200	1,271	1,300	718	0	0	0	0	0
4227	IT	2,000	1,464	1,500	1,191	0	0	0	0	0
4245	Election	100	0	200	0	0	0	0	0	0
4255	Equipment & Supplies	0	40	0	0	0	0	0	0	0
4267	Postage	30	28	20	0	0	0	0	0	0
4310	Training	1,000	1,325	500	-236	0	0	0	0	0
4440	Professional fees	1,000	1,505	1,500	1,890	0	0	0	0	0
	Overhead Expenditure	14,030	13,121	14,108	10,743	0	0	0	0	0
	Movement to/(from) Gen Reserve	185,970	190,686	185,892	191,483	0		0		
200	Street Lights									
1900	Miscellaneous Income	0	1	0	0	0	0	0	0	0

Continued on next page

Annual Budget - By Centre

Note: Budget 2026-2027

		<u>2025-2026</u>		<u>2026-2027</u>				<u>2027-2028</u>		
		Budget	Actual	Total	Actual YTD	Projected	Committed	Agreed	EMR	Carried Forward
Total Income		0	1	0	0	0	0	0	0	0
4010	Street Light Maintenance	5,000	2,520	2,500	480	0	0	0	0	0
4015	Street Light Electricity	12,000	11,624	13,000	3,506	0	0	0	0	0
4020	Replacement Columns	5,500	6,150	0	0	0	0	0	0	0
4021	LED Lamp replacement	0	14,100	6,000	19,675	0	0	0	0	0
4226	Printing costs	200	0	0	0	0	0	0	0	0
Overhead Expenditure		22,700	34,394	21,500	23,661	0	0	0	0	0
200 Net Income over Expenditure		-22,700	-34,392	-21,500	-23,661	0	0	0	0	0
6000	plus Transfer from EMR	0	4,800	0	0	0	0	0	0	0
Movement to/(from) Gen Reserve		(22,700)	(29,592)	(21,500)	(23,661)	0		0		
201	<u>Events</u>									
1102	Grants & Donations	0	500	0	0	0	0	0	0	0
1106	Artisan Market	0	2,179	1,000	2,126	0	0	0	0	0
1151	Annual Event Income	0	1,485	0	0	0	0	0	0	0
1168	Christmas Income	0	1,312	0	6,708	0	0	0	0	0
1170	Beer Festival Income	15,000	10,082	0	0	0	0	0	0	0
1602	Open Gardens	0	764	0	0	0	0	0	0	0
1900	Miscellaneous Income	0	63	0	0	0	0	0	0	0
Total Income		15,000	16,384	1,000	8,834	0	0	0	0	0
4105	Misc Expenditure	0	1,041	0	-107	0	0	0	0	0
4116	Photo Exhibition	100	0	0	0	0	0	0	0	0
4210	Subscriptions	0	63	0	0	0	0	0	0	0

Continued on next page

Annual Budget - By Centre

Note: Budget 2026-2027

		<u>2025-2026</u>		<u>2026-2027</u>				<u>2027-2028</u>		
		Budget	Actual	Total	Actual YTD	Projected	Committed	Agreed	EMR	Carried Forward
4215	Annual Town Meeting	600	842	0	679	0	0	0	0	0
4216	Christmas	0	12,849	0	936	0	0	0	0	0
4220	Stationery	0	30	0	8	0	0	0	0	0
4408	Volunteer Fair	150	23	0	0	0	0	0	0	0
4409	Beer Festival	15,000	12,555	0	0	0	0	0	0	0
4410	Annual Event	0	512	0	109	0	0	0	0	0
4411	VE Day	5,000	2,754	0	0	0	0	0	0	0
4412	Open Gardens	0	99	0	0	0	0	0	0	0
4413	Spring Watch	0	299	0	28	0	0	0	0	0
4414	Summer Activity	0	0	0	132	0	0	0	0	0
4440	Professional fees	0	0	0	937	0	0	0	0	0
4461	Artisan Market	2,800	3,339	0	3,816	0	0	0	0	0
4462	Easter Egg Hunt	0	156	0	9	0	0	0	0	0
Overhead Expenditure		23,650	34,561	0	6,546	0	0	0	0	0
201 Net Income over Expenditure		-8,650	-18,177	1,000	2,288	0	0	0	0	0
6000	plus Transfer from EMR	0	500	0	0	0	0	0	0	0
Movement to/(from) Gen Reserve		(8,650)	(17,677)	1,000	2,288	0		0		
300	<u>Street Furniture</u>									
1102	Grants & Donations	0	11,724	0	15,595	0	0	0	0	0
1122	Planter Sponsor	0	0	0	200	0	0	0	0	0
Total Income		0	11,724	0	15,795	0	0	0	0	0
4025	NNDC Bin Collection	2,400	2,434	2,500	2,574	0	0	0	0	0
4032	Planters	100	0	0	287	0	0	0	0	0

Continued on next page

Annual Budget - By Centre

Note: Budget 2026-2027

		<u>2025-2026</u>		<u>2026-2027</u>				<u>2027-2028</u>		
		Budget	Actual	Total	Actual YTD	Projected	Committed	Agreed	EMR	Carried Forward
4035	Bench	0	686	0	703	0	0	0	0	0
4036	Bus Shelter	0	11,624	0	275	0	0	0	0	0
4131	Pontoon	0	9,066	0	0	0	0	0	0	0
4140	Flagpoles	1,000	494	0	0	0	0	0	0	0
4150	Bins	0	414	0	37	0	0	0	0	0
4151	SAM2	200	443	0	0	0	0	0	0	0
4250	Maintenance	100	885	0	-600	0	0	0	0	0
4260	Defibrillator	750	707	500	415	0	0	0	0	0
4470	Nature Trail	0	3,010	0	855	0	0	0	0	0
4998	Cleaning	0	4	0	0	0	0	0	0	0
Overhead Expenditure		4,550	29,767	3,000	4,546	0	0	0	0	0
Movement to/(from) Gen Reserve		(4,550)	(18,043)	(3,000)	11,249	0		0		
400	<u>Burial Grounds & Cemeteries</u>									
1120	Burial Income	0	1,365	0	2,020	0	0	0	0	0
Total Income		0	1,365	0	2,020	0	0	0	0	0
4005	Tree work	1,000	460	1,000	2,250	0	0	0	0	0
4025	NNDC Bin Collection	500	445	500	460	0	0	0	0	0
4101	Grass Cutting	8,500	4,582	7,000	1,659	0	0	0	0	0
4122	Burial Refunds	0	55	0	0	0	0	0	0	0
4161	Rates	750	686	750	641	0	0	0	0	0
4250	Maintenance	100	75	100	648	0	0	0	0	0
4440	Professional fees	0	500	0	0	0	0	0	0	0
Overhead Expenditure		10,850	6,803	9,350	5,658	0	0	0	0	0

Continued on next page

Annual Budget - By Centre

Note: Budget 2026-2027

		<u>2025-2026</u>		<u>2026-2027</u>				<u>2027-2028</u>		
		Budget	Actual	Total	Actual YTD	Projected	Committed	Agreed	EMR	Carried Forward
Movement to/(from) Gen Reserve		<u>(10,850)</u>	<u>(5,438)</u>	<u>(9,350)</u>	<u>(3,638)</u>	<u>0</u>		<u>0</u>		
500	Employment									
1150	Pension Repayments	0	68	0	0	0	0	0	0	0
1900	Miscellaneous Income	0	2,320	0	0	0	0	0	0	0
	Total Income	0	2,388	0	0	0	0	0	0	0
4300	Salaries	70,500	63,033	70,500	26,161	0	0	0	0	0
4301	Payroll Software	150	140	144	64	0	0	0	0	0
4307	NI Payment	8,000	7,201	6,000	1,788	0	0	0	0	0
4400	Employers Pension	20,040	12,364	15,000	5,094	0	0	0	0	0
4440	Professional fees	0	1,500	0	225	0	0	0	0	0
	Overhead Expenditure	98,690	84,237	91,644	33,332	0	0	0	0	0
Movement to/(from) Gen Reserve		<u>(98,690)</u>	<u>(81,850)</u>	<u>(91,644)</u>	<u>(33,332)</u>	<u>0</u>		<u>0</u>		
600	Allotments									
1102	Grants & Donations	0	0	0	50	0	0	0	0	0
1600	Allotment Income	0	1,601	800	2,091	0	0	0	0	0
	Total Income	0	1,601	800	2,141	0	0	0	0	0
4101	Grass Cutting	600	640	740	0	0	0	0	0	0
4105	Misc Expenditure	0	16	0	0	0	0	0	0	0
4120	Water	150	399	500	323	0	0	0	0	0
4250	Maintenance	0	45	0	0	0	0	0	0	0
4255	Equipment & Supplies	0	0	0	416	0	0	0	0	0
4401	Do not use	0	180	0	0	0	0	0	0	0

Continued on next page

Annual Budget - By Centre

Note: Budget 2026-2027

		<u>2025-2026</u>		<u>2026-2027</u>				<u>2027-2028</u>		
		Budget	Actual	Total	Actual YTD	Projected	Committed	Agreed	EMR	Carried Forward
4402	Deposit refund	0	175	0	200	0	0	0	0	0
4404	Pest control	900	360	900	530	0	0	0	0	0
4998	Cleaning	0	170	0	0	0	0	0	0	0
Overhead Expenditure		1,650	1,985	2,140	1,469	0	0	0	0	0
Movement to/(from) Gen Reserve		(1,650)	(384)	(1,340)	672	0		0		
601	<u>Grants</u>									
1123	Richardsons	0	3,299	0	8,037	0	0	0	0	0
Total Income		0	3,299	0	8,037	0	0	0	0	0
4105	Misc Expenditure	0	6,200	0	0	0	0	0	0	0
4270	Community Grants	5,000	4,983	5,000	5,550	0	0	0	0	0
4430	Grants	0	3,450	0	942	0	0	0	0	0
Overhead Expenditure		5,000	14,633	5,000	6,492	0	0	0	0	0
Movement to/(from) Gen Reserve		(5,000)	(11,334)	(5,000)	1,545	0		0		
700	Town Hall									
1102	Grants & Donations	0	19,715	0	0	0	0	0	0	0
1130	Insurance Claim	0	0	0	125	0	0	0	0	0
1145	Town Hall Rental	0	3,979	0	3,798	0	0	0	0	0
1900	Miscellaneous Income	0	10	0	0	0	0	0	0	0
Total Income		0	23,704	0	3,923	0	0	0	0	0
4000	Fire Alarm	500	926	1,100	0	0	0	0	0	0
4032	Planters	0	0	0	14	0	0	0	0	0
4120	Water	550	455	600	172	0	0	0	0	0

Continued on next page

Annual Budget - By Centre

Note: Budget 2026-2027

		<u>2025-2026</u>		<u>2026-2027</u>				<u>2027-2028</u>		
		Budget	Actual	Total	Actual YTD	Projected	Committed	Agreed	EMR	Carried Forward
4210	Subscriptions	120	120	120	0	0	0	0	0	0
4250	Maintenance	200	1,479	100	90	0	0	0	0	0
4251	Electricity	5,500	3,999	5,500	471	0	0	0	0	0
4255	Equipment & Supplies	0	223	0	404	0	0	0	0	0
4256	Security	0	210	0	291	0	0	0	0	0
4405	Town Hall Refurbishment	0	22,604	0	0	0	0	0	0	0
4440	Professional fees	700	504	500	120	0	0	0	0	0
4998	Cleaning	3,000	2,156	3,000	1,245	0	0	0	0	0
Overhead Expenditure		10,570	32,677	10,920	2,806	0	0	0	0	0
700 Net Income over Expenditure		-10,570	-8,973	-10,920	1,117	0	0	0	0	0
6000	plus Transfer from EMR	0	25,000	0	0	0	0	0	0	0
Movement to/(from) Gen Reserve		(10,570)	16,027	(10,920)	1,117	0		0		
701	<u>Mill Side</u>									
4101	Grass Cutting	600	542	650	0	0	0	0	0	0
4115	Play Equipment	500	355	0	0	0	0	0	0	0
4125	Playground Inspections	150	97	100	0	0	0	0	0	0
4226	Printing costs	0	44	0	0	0	0	0	0	0
4250	Maintenance	0	243	180	498	0	0	0	0	0
Overhead Expenditure		1,250	1,280	930	498	0	0	0	0	0
Movement to/(from) Gen Reserve		(1,250)	(1,280)	(930)	(498)	0		0		
702	<u>Staithe</u>									
1102	Grants & Donations	0	6,258	0	0	0	0	0	0	0
Total Income		0	6,258	0	0	0	0	0	0	0

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Annual Budget - By Centre

Note: Budget 2026-2027

		<u>2025-2026</u>		<u>2026-2027</u>				<u>2027-2028</u>		
		Budget	Actual	Total	Actual YTD	Projected	Committed	Agreed	EMR	Carried Forward
4101	Grass Cutting	0	392	650	0	0	0	0	0	0
4200	Insurance	0	967	0	0	0	0	0	0	0
4226	Printing costs	0	44	0	0	0	0	0	0	0
4250	Maintenance	0	98	0	0	0	0	0	0	0
4440	Professional fees	0	379	0	0	0	0	0	0	0
Overhead Expenditure		0	1,880	650	0	0	0	0	0	0
Movement to/(from) Gen Reserve		0	4,378	(650)	0	0		0		
703	<u>Youth Club</u>									
4161	Rates	0	0	0	795	0	0	0	0	0
4251	Electricity	0	0	0	46	0	0	0	0	0
4440	Professional fees	0	0	0	800	0	0	0	0	0
Overhead Expenditure		0	0	0	1,641	0	0	0	0	0
Movement to/(from) Gen Reserve		0	0	0	(1,641)	0		0		
800	<u>Newsletter</u>									
4105	Misc Expenditure	0	65	0	0	0	0	0	0	0
4226	Printing costs	1,500	258	500	270	0	0	0	0	0
Overhead Expenditure		1,500	323	500	270	0	0	0	0	0
Movement to/(from) Gen Reserve		(1,500)	(323)	(500)	(270)	0		0		
801	<u>SBRGC</u>									
1900	Miscellaneous Income	0	951	0	0	0	0	0	0	0
Total Income		0	951	0	0	0	0	0	0	0

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Annual Budget - By Centre

Note: Budget 2026-2027

		<u>2025-2026</u>		<u>2026-2027</u>				<u>2027-2028</u>		
		Budget	Actual	Total	Actual YTD	Projected	Committed	Agreed	EMR	Carried Forward
4030	Precept Monies	20,000	20,000	20,000	0	0	0	0	0	0
4105	Misc Expenditure	0	842	0	0	0	0	0	0	0
4226	Printing costs	0	0	0	108	0	0	0	0	0
4250	Maintenance	0	0	0	91	0	0	0	0	0
4255	Equipment & Supplies	0	0	0	10	0	0	0	0	0
Overhead Expenditure		20,000	20,842	20,000	209	0	0	0	0	0
Movement to/(from) Gen Reserve		(20,000)	(19,891)	(20,000)	(209)	0		0		
802	<u>Land</u>									
1100	Verge Cutting	1,935	2,002	1,935	2,086	0	0	0	0	0
4266	DO NOT USE	0	0	0	63	0	0	0	0	0
Total Income		1,935	2,002	1,935	2,150	0	0	0	0	0
4005	Tree work	1,000	0	0	0	0	0	0	0	0
4032	Planters	0	0	0	196	0	0	0	0	0
4101	Grass Cutting	1,000	588	492	0	0	0	0	0	0
4105	Misc Expenditure	0	14	0	0	0	0	0	0	0
4156	Verges	2,500	2,211	2,500	0	0	0	0	0	0
4226	Printing costs	0	0	0	63	0	0	0	0	0
4255	Equipment & Supplies	0	0	0	57	0	0	0	0	0
4440	Professional fees	1,500	369	0	79	0	0	0	0	0
Overhead Expenditure		6,000	3,182	2,992	395	0	0	0	0	0
Movement to/(from) Gen Reserve		(4,065)	(1,180)	(1,057)	1,755	0		0		
803	<u>Neighbourhood Plan</u>									
4440	Professional fees	0	0	0	1,750	0	0	0	0	0

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Annual Budget - By Centre

Note: Budget 2026-2027

	<u>2025-2026</u>		<u>2026-2027</u>				<u>2027-2028</u>		
	Budget	Actual	Total	Actual YTD	Projected	Committed	Agreed	EMR	Carried Forward
Overhead Expenditure	0	0	0	1,750	0	0	0	0	0
Movement to/(from) Gen Reserve	0	0	0	(1,750)	0		0		
Total Budget Income	216,935	273,484	203,735	245,125	0	0	0	0	0
Expenditure	220,440	279,684	182,734	100,015	0	0	0	0	0
Net Income over Expenditure	-3,505	-6,200	21,001	145,110	0	0	0	0	0
plus Transfer from EMR	0	30,300	0	0	0	0	0	0	0
Movement to/(from) Gen Reserve	(3,505)	24,100	21,001	145,110	0		0		



Stalham Town Action Group

Terms of Reference

1. Working Group

The Group is a working group of Stalham Town Council.

2. Members

The Working Group is made up of Councillors and residents of Stalham. The quorum of the Working Group shall be 5 Members.

Any member wishing to join the working group must be agreed and voted on by Full Council .

No more than 15 members shall be appointed to the working group.

3. Chairman and Vice-Chairman

The Chairman and Vice-Chairman are to be appointed by the working group at their first Meeting and this will be a member of Stalham Town Council.

4. Meetings

The working group will call meetings as and when needed.

5. Terms of Reference

To review the Terms of Reference of the Working Group at the Annual Meeting of the Council and when necessary, the working group to make appropriate recommendations to Full Council or the Standing Committee that appointed it.

6. Responsibilities

The Working Group has overall responsibility for the management of the task given to it by Full Council.

The Working Group must ensure they run in accordance with legislative requirements, regulations, and guidelines.

These will include:

- To ensure protocols and guidelines from Councils insurance company are adhered to.
- All financial spending is to be agreed by Full Council.
- The Working Group must put all their recommendations to Full Council and must not act ultra vires

7. Minutes

Informal minutes will be taken at the meeting and distributed to Working Group members and Full Council or the Standing Committee that appointed it.

8. Reporting to Council

The Chair of the Working Group must report to Full Council.



STALHAM

TOWN COUNCIL

MEETING DATES 2027

Any items for the agenda, correspondence or invoices for payment must be sent to the Clerk in writing before midday on the cut-off date for inclusion in the meeting.

COMMITTEE	DATE OF MEETING	CUT OFF DATE
Full Council	18 th January 2027	11 th January 2027
Events	25 th January 2027	18 th January 2027
Finance & Data Protection	1 st February 2027	25 th January 2027
Full Council	15 th February 2027	8 th February 2027
Amenities and Planning	1 st March 2027	22 nd February 2027
Strategic Plan Working Group	8 th March 2027	1 st March 2027
Full Council	15 th March 2027	8 th March 2027
Finance & Data Protection	12 th April 2027	5 th April 2027
Full Council	19 th April 2027	12 th April 2027
Employment (6.30pm – 7pm)	26 th April 2027	19 th April 2027
Events (7pm onwards)	26 th April 2027	19 th April 2027
Annual Town Meeting	4 th May 2027	N/A
Annual Meeting	17 th May 2027	N/A
Amenities and Planning	7 th June 2027	31 st May 2027
Full Council	21 st June 2027	14 th June 2027
Finance & Data Protection	5 th July 2027	28 th June 2027
Events	12 th July 2027	5 th July 2027
Full Council	19 th July 2027	12 th July 2027
Amenities and Planning	6 th September 2027	30 th August 2027
Strategic Plan Working Group	13 th September 2027	6 th September 2027
Full Council	20 th September 2027	13 th September 2027
Budget Working Group	4 th October 2027	27 th September 2027
Events	11 th October 2027	4 th October 2027
Full Council	18 th October 2027	11 th October 2027
Amenities and Planning	1 st November 2027	25 th October 2027
Full Council	15 th November 2027	8 th November 2027
Employment	6 th December 2027	29 th November 2027

All Council meetings are held at 7pm in the Town Hall
please check the agenda for details.

Members of the public are very welcome to attend.

The Clerk

74 High Street, Stalham, NR12 9AS

Tele: Telephone: 07881 638145

Email: clerk@stalham-tc.gov.uk



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Health, Safety & Welfare Policy

1. Introduction	3
2. Purpose.....	3
3. General statement.....	3/4
4. Roles and Responsibilities	4
MANAGING HEALTH AND SAFETY	5
5. Accidents	5
6. Employee Consultation	5
7. Fire & Evacuation Procedures	6
8. First Aid.....	6
9. Contractors & Visitors.....	6
10. Personal Protective Equipment.....	6
11. Risk Assessments	7
12. Training	7
13. Workplaces (Health, Safety & Welfare)	7
RISKS TO HEALTH AND SAFETY	8
14. Asbestos	8
15. Display Screen Equipment.....	8
16. Hazardous Substances	9
17. Working at Heights	10
18. Lone Working	10
19. Machinery	10
20. Maintenance & Building Work	10/11
21. Manual Handling	11
22. Noise at Work	11
23. Plant, Mechanical and Electrical Equipment.....	12
24. Play Equipment	13
25. Radiation.....	13

26.	Stress at Work.....	14
27.	Trip & other Dangerous Hazards.....	14
28.	Vehicles.....	14

Health, Safety and Wellbeing Policy Statement

1. Introduction

This Policy provides a business framework for the implementation and development of an effective Health & Safety management system for Stalham Town Council that facilitates a high standard of employee care and wellbeing together with compliance to the Health & Safety at Work etc. Act 1974 and other legislation. It has an overriding purpose to reduce, as far as reasonably practicable, the risk of injuries, ill health, and other losses. This applies to the employees of the Town Council, elected members, other volunteers, the public and other organisations that may be affected by our actions.

2. Purpose

- ☐ To promote a positive Health, Safety and Welfare culture throughout the organisation.
- ☐ To provide adequate control of the health and safety risks arising from our work activities as far as reasonably practicable.
- ☐ To consult with our employees on matters affecting their health and safety;
- ☐ To promote clear channels of communication for Health, Safety and Welfare between all services;
- ☐ To provide information, instruction and supervision for employees;
- ☐ To provide and maintain safe plant and equipment;
- ☐ To ensure safe handling and use of substances (COSHH);
- ☐ To ensure all employees are competent to do their tasks and to give them adequate training;
- ☐ To prevent accidents and cases of work-related ill health;
- ☐ To maintain safe and healthy working conditions;
- ☐ To initiate continuous improvement of Health and Safety through regular reviews and auditing both internally and externally;
- ☐ To make Health and Safety integral to all business processes, planning and decisions.

3. General statement

The health and safety of our employees is of paramount importance. We aim to provide and maintain safe and healthy working conditions, equipment, and systems of work for all our employees and to provide them with the necessary information, instruction and training to achieve this aim.

Appropriate preventive and protective measures are and will continue to be, implemented following the identification of work-related hazards and assessment of the risks associated with them.

We recognise the importance of employer/employee consultation on matters of health and safety and the value of individual consultation prior to allocating specific health and safety functions.

We also accept our responsibility for the health and safety of other persons who may be affected by our activities.

The allocation of duties for safety matters, the identity of competent persons appointed with responsibilities and the arrangements made to implement this policy are set out in this policy and in associated risk assessments and safety documents and records.

Expert advice will be sought as necessary when determining health and safety risks and the measures required to guard against them.

The objectives of this policy statement can only be achieved through the support and co-operation of employees and all other persons who use our premises, e.g. members of the public (hirers, customers, users), Councillors, contractors, and visitors.

The contents of this policy statement is informed by statutory guidance and good practice issued by the Health & Safety Executive (HSE) or industry recognised bodies.

The Policy will be reviewed for its effectiveness on a regular basis with a formal review undertaken every three years.

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4. Roles and Responsibilities

Full Council has the overall responsibility for the Town Council's Health, Safety and Welfare policy, who review and consider this policy at the agreed intervals. The Council's Finance Committee will have general oversight of the Policy, make recommended amendments to Full Council and consider the health, safety and welfare systems, processes, procedures, risk assessments or similar as required to ensure the Council undertakes its responsibilities in accordance with the law.

[I would suggest that the Plan do check act cycle is added here, with a narrative on each.](#)

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Stalham Town Council Policy Structure – PLAN, DO, CHECK, ACT

This policy document outlines how STC will use the Health and Safety Executive's Plan, Do Check, Act approach, which aims to achieve a balance between the systems and behavioural aspects of Health and Safety management. The standard approach has been tailored to fit with STC's operations and resources.



Plan

- STC aims to be an exemplar organisation with regards to Health, Safety and Wellbeing.
- The Council is committed to providing the resources necessary to protect all persons who are part of or impacted by our organisation and its activities, particularly those managed by STC.
- STC has developed a comprehensive Health and Safety Policy, and the means to deliver the stated goals.
- There is a set of Key Performance Indicators relating to Health and Safety that are formally reviewed on a regular basis at council meetings, and we actively seek to prevent or reduce harm and ill health to all concerned.
- STC will co-operate with all relevant stakeholders to ensure that the Health and Safety policy objectives are met.
- STC will keep abreast of any changes to specific legal and regulatory requirements including best practice which applies to the organisation.

Do

- STC will assess the risks to Health, Safety and Wellbeing, identify what could cause harm or ill-health in our premises and activities, and will proactively manage those risks so far as is reasonably practicable. The key hazard areas are detailed in the policy. The Organisational Risk Assessments are reviewed on a frequency based on their risk.
- To deliver our policy we will engage with our employees, and stakeholders, and communicate, so that everyone is clear on what is needed and can develop positive attitudes and behaviours.
- STC will employ preventive and protective measures as needed to prevent or reduce injury, harm or ill health.
- STC will provide all the right tools and equipment to do the job and keep them maintained, including training, instruction and coaching, to ensure everyone is competent to carry out their duties and responsibilities.

Check

- STC will measure and verify performance on a regular basis via our Key Performance Indicators which are regularly reported to the Health and Safety Committee and the Executive.
- The Council and its committees receive regular assurance reports on Health and Safety performance relating to our employees and activities under our control
- STC will actively assess how well the risks are being controlled and if the organisation is achieving our aims. Regular reviews and internal audits are undertaken, to provide additional assurance
- STC via the Health and Safety Committee will robustly investigate the causes of accidents, incidents, near misses or work-related absences from work.

Act

- STC will regularly review our Health, Safety and Welfare performance, to ensure continuous improvement; the organisation will implement learning from near misses, accidents and incidents, but also from positive initiatives as determined in consultation with the team.
- The Councillors and the Health and Safety Committee will revisit and revise plans, the Health and Safety Policy and the risk assessments to ensure they are kept up to date.
- STC will act on lessons learned, including from audit and inspection reports.

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The responsibility for ensuring the application of this policy is delegated to the Town Clerk. Head of Service will have overarching responsibility for health and safety standards for their respective service areas:

The Council will designate the Town Clerk to act as its **Health and Safety Officer**. The Health and safety officer's main aim is to prevent injuries, accidents and work-related illnesses in the workplace. Their role is to assist in creation and implementation of health and safety policies in accordance with the legislation and to ensure that these policies are implemented by management and employees.

All employees are expected to:

- ☐ Co-operate with managers on all health, safety, welfare/ wellbeing matters;
- ☐ Actively consider their safety and the safety of others and help develop and maintain a good safety culture with a low level of risk. All employees are encouraged to make suggestions to improve health, safety and welfare in their workplace;
- ☐ Correctly use work items, including personal protective equipment as instructed;
- ☐ Not misuse or interfere with anything provided in the interests of health and safety;
- ☐ Read all relevant risk assessments and comply with the control measures;
- ☐ Report all accidents, incidents, near misses and dangerous occurrences, whether there is injury/damage or not, and complete a form provided for the purpose;
- ☐ Promptly report foreseeable hazards (or situations considered to be potentially hazardous);
- ☐ Report all property and equipment defects;
- ☐ Use any machinery, equipment, substance, transport or safety device provided in accordance with training and instructions, in compliance with regulations;
- ☐ Inform their Manager of any work situation or shortcomings in protective arrangements which he/she considers represents a significant risk to health, safety and welfare, or a risk to other persons (i.e. contractors, visitors, customers, the general public and members); and
- ☐ Take reasonable care of their own health and safety.

Supervision of **trainees/work experience** will be arranged, undertaken and monitored by Head of Services if necessary.

MANAGING HEALTH AND SAFETY

5. Accidents

Health and Safety at Work etc Act 1974

Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR)

Reporting and Recording Accidents

There is a legal duty placed upon the Council to report and record all accidents at work.

Details of all accidents involving employees or members of the public shall be recorded on an **Accident Report Form** and submitted to their Line Manager.

Individual employees are responsible for reporting accidents and potential accidents/near misses that occur at work on the mandatory Accident Report Form, which is available in the Town Hall or from the Town Clerk.

The Health and Safety Officer will record all accidents/near misses in an **Accident Book** and will be responsible for reporting 'Lost Time' accidents. All accidents and cases of ill health as a result of an accident at work are to be recorded in the accident book. The book is kept by the Town Clerk.

Town Clerk will ensure that **accidents and work-related causes of sickness absences are investigated** and that the causes are analysed to assist in formulating preventative measures and will report to the Staffing Committee.

The Town Clerk is responsible, where required by law, for reporting accidents, diseases and dangerous occurrences to the enforcing authority.

6. Employee Consultation

Health and Safety (Consultation with Employees) Regulations 1996

Safety Representatives and Safety Committees Regulations 1977

Consultation with employees will be undertaken at:

- ☐ One to one meetings with individual staff members.

7. I would suggest that each of the significant topic areas of the RA are included here or the Risks to Health and Safety section below.

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7.8. Fire & Evacuation Procedures

Dangerous Substances and Explosive Atmospheres Regulations 2002
Regulatory Reform (Fire Safety) Order 2015

UK fire regulations require a fire risk assessment for all workplaces. Town Clerk is responsible for ensuring a **fire risk assessment** is undertaken and implemented, including appropriate provision of fire exits, signs, alarms and extinguishers at all properties under the management of the Town Council.

Fire evacuation procedures are to be provided at each property.

8.9. First Aid

The Health and Safety (First Aid) Regulations 1981

First aid means treating minor injuries at work and giving immediate attention to more serious casualties until medical help is available. Through this initial management of injury or illness suffered at work, lives can be saved and minor injuries prevented from becoming major ones.

Nominated staff are required to attend a "First Aid at Work Appointed Person Course". First aid equipment is readily accessible at each premises and is kept stocked, clean and ready for use.

A list of First aid trained personnel is available from the Town Clerk.

9.10. Contractors & Visitors

Fire & Evacuation Procedures

Fire action notices are positioned around all the Council's premises to inform visitors of the action to be taken in an emergency.

Contractors

Contractors shall, at all times, comply with the requirements of the Health and Safety at Work Act and the Management of Health & Safety at Work Regulations 1992 and of any other Acts Regulations or Orders pertaining to the health and safety of employees.

The Contractor shall identify risks to the health and safety of employees and others and provide the applicable Manager with Risk Assessments, method statements or other depending on the type of work being undertaken.

The Contractor shall have regard to the Council's Safety Policy. Whilst on premises owned by the Council the Contractor shall ensure that his employees comply with the Council's Health & Safety Policy.

10.11. Personal Protective Equipment

Town Clerk will be responsible for ensuring that a Personal Protective Equipment Assessment is

completed for each task to ensure that appropriate information, equipment, instruction, and training is issued.

~~11~~**12.** **Risk Assessments**

Risk assessments will be undertaken by the Town Clerk for all activities carried out. Where technical expertise is required and/or there are serious/significant risks being assessed, the Town Clerk will commission qualified experts to advise and undertake the assessment. Employees will also help to inform the assessments.

Action required to remove/control risks will be approved by the Town Clerk.

The Clerk or other delegated person will be **responsible for ensuring the action required is implemented** and will check that the implemented actions have removed/reduced the risks.

Employees will be made aware and a copy of the risk assessment/s applicable to their area of work will be made available to them.

A Risk based approach will inform the frequency of inspections for the Town Council's open space areas and the measures to be implemented to mitigate against the hazard /risk.

Risk Assessments will be reviewed annually.

~~12~~**13.** **Training**

Induction training

Induction training will be provided for all employees by their Line Manager who will ensure that all new employees complete an Induction Checklist.

Where specific jobs require special training, the Manager will make arrangements for this to be undertaken, which can be by a work colleague, attendance on a training course or similar.

Ongoing Training

Training will be identified, arranged and monitored by the employees Line Manager who will also make arrangements for refresher training to be completed on an annual basis or such approved frequency determined by the service area risk assessment.

Centralised training records are kept by the Health and Safety Officer, who is also responsible for ensuring that any changes to the Council's Health and Safety Procedures are made to the 'Master File' and copies distributed to all relevant members of staff.

~~13~~**14.** **Workplaces (Health, Safety & Welfare)**

The Town Clerk is responsible for ensuring that a periodic review is undertaken in their service/s area/s to check working conditions and ensure safe working practices are being followed.

The Council will keep the Council's Risk Assessments under review to reflect changes in activities, etc.

All Employees have a duty to familiarise themselves with the Risk Assessments relevant to their work and adopt the procedures and working practices contained within them.

RISKS TO HEALTH AND SAFETY- the topic areas could go here. So it is more comprehensive.

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14.15. Asbestos

The Control of Asbestos Regulations 2012

Asbestos is the largest single cause of work-related fatal disease and ill health in Great Britain. Almost all asbestos related deaths and ill health are from exposures several decades ago, but where people work with asbestos or encounter it during repair and maintenance work, they are at risk. Working with asbestos should be avoided if possible but, if not, it must be done safely.

Asbestos can be found in buildings from 1950 to 1999 in many forms. It may also be found in some vehicle brake pads and clutch linings.

The Control of Asbestos at Work Regulations 2002 (CAWR) introduces an explicit duty to manage asbestos in non-domestic premises, to manage the risk of exposure to asbestos or asbestos containing material (ACM). The duty to manage requires those in control of premises to:

- Take reasonable steps to determine the location and condition of materials likely to contain asbestos;
- Presume materials contain asbestos unless there is strong evidence that they do not;
- Make and keep an up to date record of the location and condition of the ACMs or presumed ACMs in the premises;
- Assess the risk of the likelihood of anyone being exposed to fibres from these materials;
- Prepare a plan setting out how the risks from the materials are to be managed;
- Take the necessary steps to put the plan into action;
- Review and monitor the plan periodically; and
- Provide information on the location and condition of the materials to anyone who is liable to work on or disturb them.

The Town Clerk is responsible for ensuring that a copy of the applicable Council's 'Asbestos survey' is issued to Employees/Contractors who carry out any type of maintenance, repair or refurbishment work.

15.16. Display Screen Equipment

Health and Safety (Display Screen Equipment) Regulations 1992

Using a computer or other kinds of display screen equipment (visual display units) can give rise to back problems, repetitive strain injury or other musculoskeletal disorders. These health problems may become serious if no action is taken. They can be caused by poor design of work stations (and associated equipment such as chairs), insufficient space, lack of training or not taking breaks from display screen work. Work with a screen does not cause eye damage, but many users experience temporary eye strain or stress. This can lead to reduced work efficiency or taking time off work.

Managers are responsible for ensuring that all relevant employees:

- ☐ are given the necessary training;
- ☐ complete a display screen risk assessment;
- ☐ implement any necessary control measures to eliminate or reduce the identified risks.

Where applicable, staff will be able to arrange eye tests at appropriate intervals, for which reimbursement of the cost can be claimed from Stalham Town Council.

16.17. Hazardous Substances

Control of Substances Hazardous to Health Regulations 2002 (COSHH)
Classification, Labelling and Packaging Regulations 2008 (CLP)
Control of Lead at Work Regulations 2002

COSHH

COSHH safety notices and Guidance Procedures are to be displayed on the applicable storage cupboards.

The Town Clerk is responsible for **identifying substances** which need a COSHH assessment. **Employees who use hazardous substances** will be responsible for undertaking the COSHH assessments.

Employees are responsible for notifying the Town Clerk of any hazardous substances for use in order that the Product Data Sheets can be obtained and Risk Assessments including appropriate control measures can be identified and implemented.

The Town Clerk and relevant employees will be responsible for ensuring that all **actions identified** in the assessments are implemented.

The Town Clerk will be responsible for ensuring that all of their relevant employees are informed about the COSHH assessments.

The Town Clerk will check that new substances can be used safely before they are purchased. Assessments will be reviewed every 3 years or when the work activity changes, whichever is soonest.

Safety Data Sheets from suppliers are to be maintained at the appropriate properties.

Spill Control

Managers are responsible for ensuring that all staff are aware of procedures in the event of a spillage of hazardous substances and for ensuring that stocks of spill control equipment are maintained.

17.18. Working at Heights

Provision and Use of Work Equipment Regulations 1998 Lifting Operations and Lifting Equipment Regulations 1998 Construction (Design & Management) Regulations 2015

A fall from height has sudden and irreversible consequences and can only be prevented by ensuring that each task associated with working at height is carefully planned before deciding if the method of gaining access is appropriate. The overriding principle is to do all that is practicable to prevent anyone falling. Strict adherence to the principles and practices within the Work at Height Regulations 2005, and its Schedules, is the only acceptable solution.

Separate guidance is available from the Council's Town Clerk.

18.19. Lone Working

A Lone Working Policy & Procedure, which is designed to raise awareness of the risks presented by lone working, to identify the responsibilities each person has in this situation, and to give guidance on how to manage such risks has been produced by the Town Council. This is available from the Council's designated Health and Safety Officer.

19.20. Machinery

Management of Health and Safety at Work Regulations 1999 Provision and Use of Work Equipment Regulations 1998

Vibration from work with powered hand held tools, equipment or processes can damage the hands and arms of users causing 'hand-arm vibration syndrome'. This is a painful, irreversible condition which includes 'vibration white finger' and the effects can be impaired blood circulation, damage to the nerves and muscles, and loss of ability to grip properly.

Back damage can be caused by vibration from a vehicle or machine passing through the seat into the driver's body through the buttocks – known as whole body vibration. Whole body vibration can also be caused by standing on the platform of a vehicle or machine, so vibration passes into the operator through their feet.

The Town Clerk is responsible for ensuring that an assessment is carried out in respect of all new machinery and equipment.

Staff & volunteers are advised to report any faults immediately.

The use of the Council's equipment is restricted to only the trained operatives and staff.

20.21. Maintenance & Building Work

*Construction (Design & Management) Regulations 2015
Construction (Design and Management) Regulations 1994 Lifting Operations and Lifting Equipment Regulations 1998 Provision and Use of Work Equipment Regulations 1998 Confined Spaces*

Regulations 1997

All contractors should be qualified and competent for the work to be carried out. The Contractor shall provide the Service Manager with a Risk Assessment/s, method statements or other depending on the type of work being undertaken.

The Contractor shall have regard to the Council's Safety Policy. Whilst on premises owned by the Council the Contractor shall ensure that his employees comply with the Council's Health & Safety Policy.

22.22. Manual Handling

Manual Handling Operations Regulations 1992
Management of Health and Safety at Work Regulations 1999

A manual handling policy and procedure designed to raise awareness of the risks, to identify responsibilities, and to give guidance on how to manage such risks has been produced by the Town Council. A copy is available from the Council's Health and Safety Officer.

22.23. Noise at Work

The Control of Noise at Work Regulations 2005
Noise at Work Regulations 1989

High levels of noise at work can cause hearing loss. This can take many years to become serious. Young people can be damaged as easily as the old and premature deafness is even worse. Sufferers often first start to notice hearing loss when they cannot keep up with conversations in a group or when the rest of their family complains they have the television on too loud. Deafness can make people feel isolated from their family, friends and colleagues.

A preliminary decision on whether an assessment is needed can usually be reached without making detailed noise measurements.

As a rough guide, an assessment of daily personal exposure will usually be needed wherever people have to shout or have difficulty being heard clearly by someone about 2 metres away or they find it difficult to talk to each other.

Whenever it is decided that a more detailed assessment is needed the Town Clerk will complete the assessment.

23.24. Plant, Mechanical and Electrical Equipment

Provision and Use of Work Equipment Regulations 1998 Lifting Operations and Lifting Equipment Regulations 1998 Supply of Machinery (Safety) (Amendment) Regulations 2011

Work equipment covers an enormous range spanning process machinery, machine tools, office machines, lifting equipment, hand tools, ladders and pressure washers. Important points include: selecting the right equipment for the job, making sure equipment is safe to use and keeping it safe through regular maintenance, inspection and if, appropriate, thorough examination, training employees to use equipment safely and following manufacturers' or suppliers' instructions.

Accidents involving work equipment happen all the time – many serious, some fatal.

The Town Council is committed to ensuring that all equipment is suitable for its intended use. Employee Safety Representatives will be consulted in connection with the use of new machinery and equipment.

The Town Clerk will:

- ☐ Be responsible for ensuring effective maintenance procedures are drawn up;
- ☐ Be responsible for ensuring that all identified maintenance is implemented;
- ☐ Will check that new plant and equipment meets health and safety standards before it is purchased;
- ☐ Maintain the register of all plant, mechanical and electrical items and ensuring that all inspection and maintenance regimes are complied with, to include:
 - Description of Equipment
 - Location
 - Restricted Users Supervisor
 - Responsible
 - Inspection Maintenance Regime Service
 - Engineers
- ☐ Arrange for periodic inspections of portable items;
- ☐ Ensure all persons are adequately trained in using electrical equipment; and
- ☐ Ensure the use of residual current devices especially if equipment is used outside;

Electrical Equipment

Electricity at Work Regulations 1989

Electricity can kill. Most deaths are caused by contact with overhead or underground power cables. Even non-fatal shocks can cause severe and permanent injury. Shocks from faulty equipment may lead to falls from ladders, scaffolds or other work platforms. Those using electricity may not be the only ones at risk. Poor electrical installations and faulty electrical appliances can lead to fires which can also result in death or injury to others.

User checks on **electrical equipment** can be made by the person using the equipment. Aspects to look for should include damage to the plug, cable or equipment casing, use of tape to join wiring, overheating, and whether the item has been exposed to conditions for which it is not suitable, e.g. a wet environment. Formal visual inspections and changing plugs or altering electrical equipment must be completed by a qualified electrician.

Any items that have not been registered in the inventory and checked (PAT TESTED) must not be connected to the Council's electricity supply.

Any faults should be reported immediately to the person responsible for the maintenance and the equipment taken out of use immediately.

24-25. Play Equipment

All play equipment is subject to a detailed inspection by independent specialists at least annually.

These detailed inspections should be supplemented with more frequent inspections by the Council's own staff, a visual inspection is carried out on a weekly basis to check for any obvious vandalism, wear and tear, broken glass, dog fouling, etc. A more detailed inspection is carried out monthly. All inspections should be formally recorded.

Any equipment found to be unsafe should be immobilised and taken out of use. In some cases, it may be sufficient to cordon off the area, in others it may be necessary to remove the item completely to ensure the safety of users. DIY repairs should not be carried out unless they are endorsed by the original manufacturer or installer. All repairs shall be carried out by a competent person.

25-26. Radiation

Ionising Radiation Regulations 2017

Management of Health and Safety at Work Regulations 1999

Various kinds of radiation, both ionising and non-ionising, may affect us.

1) Non-ionising radiation:

- UV radiation (e.g. from the sun) can damage the skin and lead to skin cancer; and
- Lasers can cause burns and damage the eye.

2) Ionising radiation:

- Naturally occurring radon gas from the ground; and
- Radiography or thickness measuring gauges.

Excess doses of ionising radiation can cause burns, sickness and can have other adverse health effects.

The Town Clerk will be responsible for ensuring that jobs at risk of the effects of radiation are **risk assessed** and all **actions identified** in the assessments are implemented.

26-27. Stress at Work

Management of Health and Safety at Work Regulations 1999

Many people argue about the definition and sometimes even the existence of 'stress'. However, research has shown that whatever you choose to call it, there is a clear link between poor work organisation and subsequent ill health. The Health & Safety Executive defines stress as "*the adverse reaction people have to excessive pressure or other types of demand placed on them*". Stress at work can be tackled in the same way as any other risk to health – by identifying the hazards, assessing who is at risk and the level of risk, deciding how to manage the risk and putting the plans into action.

To reduce stress in the organisation, Managers and the staff they are responsible for should keep in regular contact. Managers should ensure they hold regular team meetings and one to one meeting with individual members of staff, providing for an opportunity for all to raise any issues of concern and explore a way to resolve them.

The Town Council has an approved Absence Policy, which is designed to reduce sickness absence by addressing the causes. Any member of staff who is absent from work, even for one day, should complete a return-to-work form and have a conversation with their Manager about the reasons for absence and whether any support or action can be taken to prevent future reoccurrences.

27-28. Trip & other Dangerous Hazards

Workplace (Health, Safety and Welfare) Regulations 1992

The most common cause of injuries at work is the slip or trip, resulting in falls which can be serious. It's a particularly important subject since members of the public use our premises. Measures to prevent such injuries are often simple, cheap and lead to other benefits.

Parks & Open spaces grounds staff are responsible for regular visual checks of their respective premises to ensure there are no trip hazards, sharp objects or obstructions.

Where any member of staff discovers spillages, wet surfaces, broken objects, damaged furniture or equipment, they must take every step to initially make the area safe and where the member of staff can deal with the danger safely, they must do so. Otherwise it should be immediately reported to the appropriate responsible officer.

28-29. Vehicles

Workplace (Health, Safety and Welfare) Regulations 1992

Provision and Use of Work Equipment Regulations 1998

Construction (Design & Management) Regulations 2015

Every year about 70 people are killed and about 2500 seriously injured in accidents involving vehicles at the workplace. Being struck or run over by moving vehicles, items falling from vehicles, or vehicles over turning are the most common causes. Stalham Town Council uses vehicles in its public places, which includes the workplace, and examples include vans, tractors and mowers. Often there is significantly more danger from vehicles on parks and open spaces and at depots than on the public highway since the operating conditions are different.

All staff using vehicles should have the relevant licence and receive appropriate training and must operate and use the vehicle in accordance with the manufacturer's instructions and solely for the purpose intended by Stalham Town Council.

INTRODUCTION

This policy is based on and complies with the current ACAS Code of Practice on Disciplinary and Grievance Procedures (as amended from time to time) (<http://www.acas.org.uk/CHttpHandler.ashx?id=1047&p=0>). It also takes account of the ACAS guide on discipline and grievances at work. (<http://www.acas.org.uk/media/pdf/b/l/Discipline-and-grievances-Acas-guide.pdf>). It aims to encourage and maintain good relationships between the Council and its employees by treating grievances seriously and resolving them as quickly as possible. It sets out arrangements for employees to raise their concerns, problems or complaints about their employment with the Council. The policy will be applied fairly, consistently and in accordance with the Equality Act 2010. [updated]

- Many problems can be raised and settled during everyday working relationships. Employees should aim to settle most grievances informally with their line manager.

This policy confirms:

- employees have the right to be accompanied or represented at a grievance meeting or appeal by a fellow worker, a trade union representative or a trade union official. The companion will be permitted to address the grievance/appeal meetings, to present the employee's case for his /her grievance/appeal and to confer with the employee. The companion cannot answer questions put to the employee, address the meeting against the employee's wishes or prevent the employee from explaining his/her case [legal wording corrected]
- the Council will give employees reasonable notice of the date of the grievance/appeal meetings. Employees and their companions must make all reasonable efforts to attend. If the employee's companion is not available for the proposed date of the meeting, the employee can request a postponement and can propose an alternative date that is within five working days of the original meeting date
- any changes to specified time limits must be agreed by the employee and the Council
- an employee has the right to appeal against the decision about his/her grievance. The appeal decision is final
- information about an employee's grievance will be restricted to those involved in the grievance process. A record of the reason for the grievance, its outcome and action taken is confidential to the employee. The employee's grievance records will be held by the Council in accordance with the Data Protection Act 2018 and UK General Data Protection Regulation (UK GDPR) [updated legal reference]
- recordings of the proceedings at any stage of the grievance procedure are prohibited, unless agreed as a reasonable adjustment that takes account of an employee's medical condition
- if an employee who is already subject to a disciplinary process raises a grievance, the grievance will normally be heard after completion of the disciplinary procedure
- if a grievance is not upheld, no disciplinary action will be taken against an employee if he/she raised the grievance in good faith
- the Council may consider mediation at any stage of the grievance procedure where appropriate, (for example where there have been communication breakdowns or allegations of bullying or harassment). Mediation is a dispute resolution process which requires the Council's and the employees' consent.

INFORMAL GRIEVANCE PROCEDURE

- The Council and its employees benefit if grievances are resolved informally and as quickly as possible. As soon as a problem arises, the employee should raise it with his/her manager to see if an informal solution is possible. Both should try to resolve the matter at this stage. If the employee does not want to discuss the grievance with his/her manager (for example, because it concerns the manager), the employee should contact the Chairman or, if appropriate, the Vice- Chair.

FORMAL GRIEVANCE PROCEDURE

- If it is not possible to resolve the grievance informally, the employee may submit a formal grievance. It should be submitted in writing to the Chairman of the Council.
- The Council will appoint a committee of three members to investigate the grievance. The committee will appoint a Chairman from one of its members. No councillor with direct involvement in the matter shall be appointed to the committee. [corrected spelling]

INVESTIGATION

- The committee will investigate the matter before the grievance meeting which may include interviewing others (e.g. employees, councillors or members of the public). [corrected spelling]

NOTIFICATION

- Within 10 working days of the Council receiving the employee's grievance, the employee will be asked, in writing, to attend a grievance meeting. The sub-committee's letter will include the following:
 - the names of its Chairman and other members
 - a summary of the employee's grievance based on his/her written submission
 - the date, time and place for the meeting. The employee will be given reasonable notice of the meeting which will be normally within 25 working days or such longer period as is reasonable of when the Council received the grievance [flexibility added]
 - the employee's right to be accompanied by a fellow worker, a trade union representative or a trade union official [legal wording corrected]
- A copy of the Council's grievance policy
- confirmation that, if necessary, witnesses may attend on the employee's behalf and that the employee should provide the names of his/her witnesses at least five working days before the meeting
- confirmation that the employee will provide the Council with any supporting evidence at least five working days before the meeting.

THE GRIEVANCE MEETING

At the grievance meeting:

- the Chairman will introduce the members of the committee to the employee
- the employee (or companion) will set out grievance and present the evidence
- the Chairman will ask the employee what action he/she wants the Council to take
- any member of the committee and the employee (or the companion) may question any witness
- the employee (or companion) will have the opportunity to sum up the case
- the Chairman will provide the employee with the committee's decision, in writing, within five working days of the meeting. The letter will notify the employee of the action, if any, that the Council will take and of the employee's right to appeal
- a grievance meeting may be adjourned to allow matters that were raised during the meeting to be investigated by the sub-committee.

THE APPEAL

If an employee decides that his/her grievance has not been satisfactorily resolved by the committee, he/she may submit a written appeal to the full Council. An appeal must be received by the Council within five working days of the employee receiving the committee's decision and must specify the grounds of appeal.

Appeals may be raised on a number of grounds, eg:

- a failure by the Council to follow its grievance policy
- the decision was not supported by the evidence
- the action proposed by the sub-committee was inadequate/inappropriate
- new evidence has come to light since the grievance meeting.

The Appeal will be heard by a panel of three members of the Council who have not previously been involved in the case. The appeal panel will appoint a Chairman from one of its members.

The employee will be notified, in writing, normally within 10 working days of receipt of the appeal of the time, date and place of the appeal meeting. The meeting will take place normally within 25 working days or such longer period as is reasonable of the Council's receipt of the appeal. The employee will be advised that he/she may be accompanied by a fellow worker, a trade union representative or a trade union official. [legal wording corrected] [flexibility added] **[clarified]**

At the appeal meeting, the Chairman will:

- introduce the panel members to the employee
- explain the purpose of the meeting, which is to hear the employees' reasons for appealing against the decision of the staffing sub-committee
- explain the action that the appeal panel may take.

The employee (or his/her companion) will be asked to explain the grounds of his/her appeal. The Chairman will inform the employee that he/she will receive the decision and the panel's reasons, in writing, within five working days of the appeal meeting.

The appeal panel may decide to uphold the decision of the staffing committee or substitute its own decision.

The decision of the appeal panel is final.

[ADDED] The investigation will be conducted impartially and, where reasonably practicable, by persons not directly involved in the matter.

[ADDED] All evidence relied upon will be shared with the employee in advance of the meeting.

[ADDED] The Council may call witnesses and the employee will have opportunity to respond.

[ADDED] All parties must maintain confidentiality as far as reasonably practicable.

[ADDED] Any outcome will be reasonable and proportionate in all circumstances.



DISCIPLINARY POLICY

PURPOSE AND SCOPE

This procedure is designed to help and encourage all council employees to achieve and maintain high standards of conduct whilst at work or representing the council. The aim is to ensure consistent and fair treatment for all.

This procedure is prepared in accordance with the dismissal and dispute resolution procedures as set out in the Employment Act 2008 and the ACAS Code of Practice current ACAS Code of Practice on Disciplinary and Grievance Procedures (as amended from time to time) **[updated legal reference]**

- a) No disciplinary action will be taken against an employee until the case has been fully investigated
- b) At every stage in the procedure the employee will be advised of the nature of the complaint against him or her and will be given the opportunity to state his or her case before any decision is made.
- c) At all formal stages the employee will have the right to be accompanied by a trade union representative or fellow worker during the disciplinary interview.
- d) No employee will be dismissed for a first breach of discipline except in the case of gross misconduct when the penalty of dismissal without notice or payment in lieu of notice may be applied.
- e) An employee will have the right to appeal against any disciplinary penalty imposed.
- f) The procedure may be implemented at any stage if the employee's alleged misconduct warrants such action. **[legal wording corrected]**

THE PROCEDURE FOR MISCONDUCT and GROSS MISCONDUCT

The following list provides examples of misconduct which will normally give rise to formal disciplinary action:

- Unauthorised absence from work
- Persistent short-term and/or frequent absences from work without a medical reason
- Lateness for work or poor time keeping
- Inappropriate standard of dress
- Minor breaches of Health and Safety or other Council rules or procedures
- Failure to perform your job to the standard expected or in line with your job description/objectives
- Time wasting
- Disruptive behaviour
- Misuse of the council's facilities (e.g. telephones, computers, email or the internet)
- Refusal to carry out reasonable requests or instructions
- Smoking in unauthorised areas
- Failure to follow an agreed council Procedure This list is not exhaustive, and offences of a similar nature will result in disciplinary action being instigated N.B. persistent or frequent absence on medical grounds and long-term sickness absence will be dealt with using a procedure for Incapacity.

The following list provides examples of offences which are normally regarded as gross misconduct:

- Theft, fraud, deliberate falsification of records, or other acts of dishonesty
- Fighting, assault on another person
- Deliberate damage to property of the council, its workers or members
- Gross incompetence in the conduct of work
- Gross negligence which results in the council or employees being put at risk.
- Being under the influence of illegal drugs or excessive alcohol
- Acts of incitement towards or actual acts of discrimination, harassment or victimisation including on the grounds of sex, race, colour, ethnic origin, disability, sexual orientation, age, religion or belief
- Serious acts of insubordination
- Serious breach of duty to keep information of the council, its service providers and its clients confidential
- Unauthorised entry to computer records
- Serious breach of the council's Security Policy, Health & Safety Policy, Confidentiality or e-mail and Internet Policy
- Any action, whether committed on or off the premises, that is likely to or does bring the council into disrepute
- Serious negligence which causes or might cause significant loss, damage or injury [grammar corrected]
- Accepting bribes or incentive payments from suppliers
- Unauthorised use of Council funds or credit
- Working with an external agency to provide information which would be detrimental to and cause commercial risk to the council. This list is not exhaustive and other offences of a similar gravity will result in disciplinary action being instigated at Gross Misconduct level which carries a potential penalty of dismissal. Gross Misconduct is generally any conduct which places extreme pressure on the mutual trust which exists in an employment relationship.

INFORMAL ACTION

Minor misconduct will be dealt with informally usually in a confidential one-to-one meeting between the employee and line manager. In the case of the Clerk being the individual against whom there is a complaint or allegation the matter should be handled discreetly by members of the Staffing Committee and involve an informal meeting initially. However, where the matter is more serious, or informal action has not brought about the necessary improvement the following procedure will be used:

FORMAL ACTION

The level of warning you may receive for misconduct/gross misconduct will depend on how serious the council considers the alleged actions to be and your previous conduct in all the circumstances. In the event of alleged gross misconduct, the formal process may commence at Stage 4 –see 3.4 below:

DISCIPLINARY LETTERS.

If there is a concern about an employee's conduct or behaviour then a letter will be given to the employee advising him/her of the allegation(s) and reasons why this is unacceptable. The letter should invite the employee to attend a meeting at which the alleged misconduct will be discussed and will inform the employee of their right to be accompanied to the meeting. The letter will specify at which stage the disciplinary procedure is being invoked (see 4 stages below) and if invoked at Stage 4 for Gross Misconduct the letter will warn that a potential outcome could be dismissal. The time, date and venue of the meeting will also be advised. Any documents to be produced at the meeting will also be provided.

DISCIPLINARY MEETINGS.

The time and location of a disciplinary meeting should be agreed with the employee, and it should be held, in a private location with no interruptions. This will normally be without undue delay but allowing the employee to prepare their case e.g. normally within 5 working days, or such longer period as is reasonable of the letter being sent, where practically possible. At the meeting the manager (or in the case of the Clerk being disciplined, the Chair of the hearing panel) will state the complaint against the employee and go through the evidence which has been gathered. The employee will also be allowed to ask questions, present evidence and call witnesses if advance notice has been given that they will do so. If the employee is unable to attend the meeting due to unforeseeable reasons out of their control (e.g. illness) then the council will reasonably rearrange the meeting. However, if the employee fails to attend the meeting without good reason the meeting can be held in the employee's absence. [timescale clarified]

OUTCOMES AND PENALTIES

Stage 1 - Oral Warning In the instance of a first complaint that conduct does not meet acceptable standards, the employee will normally be given a formal ORAL WARNING. He or she will be advised of.

- the reason for the warning,
- that it is the first stage of the disciplinary procedure,
- the improvement that is required and the timescales for achieving this improvement,
- together with a review date and any support available (where applicable) and
- his or her right of appeal. A brief note of the oral warning will be kept but it will be spent after 6 months, subject to satisfactory conduct.

Stage 2 - Written Warning. If the offence is a serious one, or if further to previous formal disciplinary action, a WRITTEN WARNING will be given to the employee by the Line Manager. This will give details of the complaint, the improvement required and the timescale. It will warn that action under Stage 3 will be considered if there is no satisfactory improvement and will advise of the right of appeal. A copy of this written warning will be kept on file but it will be disregarded for disciplinary purposes after 12 months subject to satisfactory conduct.

Stage 3 – Final Written Warning. If there is still a failure to improve and conduct or performance is still unsatisfactory, or the misconduct is sufficiently serious, a FINAL WRITTEN WARNING will normally be given to the employee. This will give details of the complaint, will warn that dismissal will result if there is no satisfactory improvement and will advise of the right of appeal. A copy of this final written warning will be kept by the Line Manager (or in the case of the Clerk being disciplined by the Chair of the Hearing Panel) but it will be spent after 12 months (in exceptional cases the period may be longer) subject to satisfactory conduct.

Stage 4 – Dismissal or other sanctions. If conduct is still unsatisfactory and the employee still fails to reach the prescribed standards, or where the Council reasonably believes Gross Misconduct has occurred, DISMISSAL may result. Only the appropriately convened hearing panel can take the decision to dismiss an employee. The employee will be given a written statement of allegations against him/her, invited to a meeting and then be notified in writing of the reasons for the decision taken at the hearing. Penalties at this stage may include dismissal with notice or summary dismissal (i.e. without any notice), Final Written Warning with/without demotion, loss of pay or loss of seniority. If dismissal is the outcome, the employee will be advised of the date on which employment will terminate. In all cases the employee has a right of appeal. Very exceptionally, if an offence of Gross Misconduct is extremely serious an employee can be dismissed in exceptional circumstances where it is not reasonably practicable to hold a meeting before dismissal, provided the employee is given opportunity to appeal. In this situation a letter setting out reasons for dismissal would be sent to the employee offering the opportunity for an appeal hearing. [legal risk corrected]

SUSPENSION

If you are accused of an act of gross misconduct, you may be suspended from work on full pay while the council investigates the alleged offence. Only the appropriately convened committee has the power to suspend. This enables a swift and thorough investigation to occur. Whilst suspended pending disciplinary investigation regular contact with a nominated person at the council will be maintained although access to premises, equipment or systems may be denied. The Investigator who compiles evidence for the disciplinary hearing must play no part in the subsequent decision making to ensure impartiality. Councils need to consider the implications of such arrangements on its hearing and appeal panel plans early in the disciplinary process.

APPEALS

The Appeals stage of the disciplinary process is part of the Code of Practice to which an employee has a right. It can be exercised after any of the stages of disciplinary action for Misconduct/Poor Performance or Gross Misconduct. An employee who wishes to appeal against a disciplinary decision should inform the Chair/Mayor (or Chair of the relevant committee) within five working days, in writing and giving reasons for the appeal. An Appeal may be raised if:

- The employee thinks the finding or penalty is unfair
- New evidence has come to light
- The employee thinks that the procedure was not applied properly.

Where possible the Appeal will be heard by a separate panel of elected members who have not been involved in the original disciplinary hearing, who will view the evidence with impartiality. The employee will have the right to be accompanied by a colleague or accredited Trade Union official or lay member at the appeal hearing. The outcome of the appeal and reasons for it will be advised to the employee as soon as possible after the meeting and be confirmed in writing. At the Appeal hearing any disciplinary penalty imposed will be reviewed but it cannot be increased. The decision taken at the Appeal hearing will be final.

THE RIGHT TO BE ACCOMPANIED

At each formal stage of disciplinary interview an employee has the right to be accompanied and can make a reasonable request for such a person to accompany them. An employee can ask any other employee or a trade union representative or an appropriately accredited official employed by a trade union to accompany them, to give support and help them prepare for the disciplinary interview. This right is enshrined in the 1999 Employment Relations Act. As this is an internal process there is no provision to have any external person accompany or represent an employee e.g. partner, parent, solicitor etc. the companion can address the hearing, put and sum up the employee's case, respond on behalf of the worker to any views expressed at the meeting, confer with the employee. The companion cannot however answer questions on the employee's behalf or address the hearing if the employee does not wish him/her to or prevent the employee explaining their case.

HEARING PANELS

The SLCC advise that councils establish hearing panels to hear disciplinary and grievance hearings on an annual basis so that if a dispute does arise in the workplace the elected members involved are already trained and briefed on their duties as a hearing or appeal panel member. In situations where individual members are implicated in the dispute or have undertaken an investigatory role then they will need to be substituted as panel members.

NOTE-TAKING It is highly recommended that a note-taker be provided to every meeting/hearing which arises because of a disciplinary process as Employment Tribunals are particularly keen to view contemporaneous notes of events which have led to an employment dispute. Councils will need to give this requirement careful consideration to respect employee confidentiality.

GRIEVANCES RAISED DURING DISCIPLINARIES

In some circumstances when a disciplinary process has commenced an employee chooses to exercise his/her right to raise an internal grievance about the employment relationship with the council or individual Members. The SLCC recommends, in line with ACAS advice, that disciplinary matters are placed on hold until grievances have been aired and actions towards a resolution have been progressed. In exceptional circumstances it is pragmatic to deal with the two disputes concurrently, but SLCC would advise caution and specialist advice should be sought if this arises.

CRIMINAL CHARGES OR CONVICTIONS

If an employee is charged with or convicted of a criminal offence this does not automatically give rise to a disciplinary situation. Consideration needs to be given to how a charge, or conviction may affect an employee's ability to undertake his or her job duties and their relationships with the employer, colleagues, subordinates or customers.

GETTING IT WRONG

Failure to follow the ACAS Code of Practice (available at www.acas.org.uk) can lead to an Employment Tribunal awarding an uplift of an award against the council of up to 25%. Tribunals dealing with unfair dismissal claims are particularly interested in whether the employer followed a procedure and whether the employer acted fairly and reasonably. One way in which to avoid such a penalty is to have an agreed procedure, communicate that procedure to staff and Members, revisit and review the procedure regularly and have some training for those who are expected to operate the procedure.

[ADDED] Suspension is a neutral act and does not imply guilt. It will be kept under review and for the shortest time necessary.

[ADDED] All disciplinary proceedings will comply with the Data Protection Act 2018 and UK GDPR.

[ADDED] Any disciplinary sanction will be reasonable and proportionate in all circumstances.

Marine Combined

Policy document

Start

Contents

Please click the titles below to navigate to the section

Data protection statement	3
Fair Processing Notice	4
Our complaints procedure	6
Your Marine Combined policy	7
Section A – Material Damage ‘All Risks’	8
Section B1 – Business Interruption ‘All Risks’ Estimated Gross Profit	18
Section B2 – Business Interruption ‘All Risks’ Estimated Gross Revenue	22
Section B3 – Business Interruption ‘All Risks’ Estimated Rent Receivable	26
Exclusions applicable to Sections A, B1, B2 and B3	30
Section C – ‘Money’	34
Section D – Goods In Transit	37
Section E – Specified Items ‘All Risks’	40
Section F – Employers’ Liability	42
Section G – Public and Products Liability	46
Section H – Marine Hull Material Damage	58
Section I – Defective Title of Vessels	65
General Exclusions	66
General Conditions	70

Data protection statement

This Data Protection Notice explains what personal information is collected and how this is used. In accepting this insurance it will be understood that You have read and accepted the terms of this Data Protection Notice.

All phone calls relating to applications and claims may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

Navigators & General a trading name of Geo will process your details in accordance with the Data Protection Act 2018 and/or other applicable legislation in force.

You are entitled to know what personal data is held on you and to make what is referred to as a "Data Subject Access Request" ('DSAR'). You are also entitled to request that your personal data be corrected in order that Geo hold accurate records. In certain circumstances, You have other data protection rights such as that of requesting deletion, objecting to processing, restricting processing and in some cases requesting portability.

Further information on your rights is included in our Privacy Policy.

If you wish to make a Data Subject Access Request" ('DSAR') to access, correct, update or request deletion of your personal data, Geo will ask you to provide a copy of any two of the following documents: Driver's licence, Passport, Birth certificate, Bank statement (from the last 3 months) or utility bill (from the last 3 months).

Geo will respond to all requests from individuals wishing to exercise their data protection rights in accordance with applicable data protection laws. If you would like to exercise your data protection rights or have any questions, please email advisorydataprotection@ardonagh.com or in writing to:

The Ardonagh Advisory Data Protection Officer
Suite P
The Octagon
Colchester
CO1 1TG

You can also complain to the ICO if you are unhappy with how we have used your data.

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
SK9 5AF

Helpline: 0303 123 1113

ICO website: ico.org.uk

Fair Processing Notice

The privacy and security of your information is important to us. This notice explains who we are, the types of information we hold, how we use it, who we share it with and how long we keep it. It also informs you of certain rights you have regarding your personal information under current data protection law. The terms used in this Fair Processing Notice relate to the Information Commissioner's Office guidance.

Who are we?

Geo Underwriting Services Ltd (part of the Ardonagh Group of companies) is the Data Controller of the information you provide us and is registered with the Information Commissioner's Office for the products and services we provide to you.

You can contact us for general data protection queries by email to advisorydataprotection@ardonagh.com or in writing to The Ardonagh Advisory Data Protection Officer, Suite P the Octagon, Colchester, CO1 1TG. Please advise us of as much detail as possible to comply with your request. For further information about the Ardonagh Group of companies please visit <http://www.ardonagh.com/about-us/business-portfolio>.

What information do we collect?

We will collect personal information which may include your name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to your enquiry or product and payment details (including bank account number and sort code) which we need to offer and provide the service or product or deal with a claim.

We may need to request and collect sensitive personal information such as details of convictions or medical history that are necessary for providing you with the product, service or for processing a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. We will therefore not seek explicit consent to process this information as the processing is legitimised by its criticality to the service provision. If you object to use of this information then we will be unable to offer you the product or service requested.

How do we use your personal information?

We will use your personal information to

- assess and provide the products or services that you have requested
- communicate with you
- develop new products and services
- undertake statistical analysis.

We may also take the opportunity to

- contact you about products that are closely related to those you already hold with us
- provide additional assistance or tips about these products or services
- notify you of important functionality changes to our websites.

Only where you have provided us with consent to do so, we may also from time to time use your information to provide you with details of marketing or promotional opportunities and offers relating to other products and services from The Ardonagh Group.

We make outbound phone calls for a variety of reasons relating to many of our products or services (for example, to update you on the progress of a claim). We are fully committed to the regulations set out by Ofcom and follow strict processes to ensure we comply with them.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and we may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

Securing your personal information

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices, including storage in electronic and paper formats.

We store all the information you provide to us, including information provided via forms you may complete on our websites, and information which we may collect from your browsing (such as clicks and page views on our websites).

Any new information you provide us may be used to update an existing record we hold for you.

When do we share your information?

To help us prevent financial crime, your details may be submitted to fraud prevention agencies and other organisations where your records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Ardonagh Group, third parties (for example insurers or loss adjusters) deliver some of our products or provide all or part of the service requested by you. In these instances, while the information you provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to you or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management regarding payment

The data we collect about you may be transferred to, and stored at, a destination outside of the United Kingdom ("UK"). It may also be processed by staff operating outside of the UK who work for us or for one of our suppliers. Such staff may be engaged in, amongst other things, the provision of information you have requested.

If we provide information to a third party we will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this fair processing notice.

We may of course be obliged by law to pass on your information to the police or other law enforcement body, statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB)

We may also share your information with anyone you have authorised to deal with us on your behalf.

How long do we keep your information for?

We will not keep your personal information longer than is necessary for the purpose for which it was provided unless we are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service we provide. In certain cases, we will keep your information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by you or a third party at a future date, even after your contract with us has ended.

Your rights

There are a number of rights that you have under data protection law. Commonly exercised rights are:

Access – You may reasonably request a copy of the information we hold about you.

Erasure – Where we have no legitimate reason to continue to hold your information, you have the right to have your data deleted (sometimes known as the right to be forgotten) you have the right to change or withdraw your consent and to request details of any personal data that we hold about you.

We may use automated decision making in processing your personal information for some services and products. You can request a manual review of the accuracy of an automated decision if you are unhappy with it

Marketing – If you wish to inform us of changes in consent for marketing please contact us at the address and telephone number indicated in any recent correspondence or emails you received from us.

If you are unhappy about the way we have handled your data or upheld your rights, you can complain to the Information Commissioner's Office (ICO) at any time. Further details of your rights can be obtained by visiting the ICO website at www.ico.org.uk/your-data-matters

Employers' Liability Tracing Office (ELTO)

We are members of the Employers' Liability Tracing Office (ELTO), an independent industry body who maintains a centralised database that helps those who have suffered injury or disease in the workplace to identify the relevant Employers' Liability insurer quickly and efficiently.

It is important, for the services of ELTO to be fully effective, that you inform us of your ERN (Employer Reference Number also known as the Employer PAYE reference) and all subsidiary company names and their ERNs if applicable.

As members of ELTO we will forward details of your policy if it contains Employers' Liability cover to ELTO together with details of any ERNs you have supplied to us.

Our complaints procedure

Our commitment to customer service

We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

Who to contact in the first instance

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Navigators & General or your broker or insurance intermediary, as they will generally be able to provide you with a prompt response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

Alternatively, you can contact us for any policy related issues as below:

Telephone: 01273 863400

By post: Navigators & General, C/O Nimbus House,
Liphook Way, Maidstone, Kent, ME16 0FZ

Many complaints can be resolved within a few days of receipt

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

Next steps if you are still unhappy

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website www.financial-ombudsman.org.uk.

You can also contact them as follows:

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: 08000 234567 (free on mobile phones and landlines)

Email: complaint.info@financial-ombudsman.org.uk

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

The Financial Services Compensation Scheme (FSCS)

Not applicable to Section H – Marine Hull Material Damage

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available via their website www.fscs.org.uk.

You can also contact them as follows:

Post: Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY

Telephone: 0800 678 1100 or +44 (20) 7741 4100

Your Marine Combined policy

This Policy is a contract between the Insured as stated in the schedule (also referred to as you, your, yours or yourselves) and Navigators & General a trading name of Geo Underwriting Services on behalf of HCC International Insurance Company Plc ('HCCII') trading as Tokio Marine HCC (also referred to as the Insurer, we, us, our or ours).

This Policy and any Schedule, Endorsement and Certificate should be read as if they are one document.

We will insure you under those Sections stated in the Schedule during any Period of Insurance for which we have accepted your premium. Our liability will in no case exceed the amount of any sum insured or limit of indemnity stated in this Policy, the Schedule or any endorsement to this Policy.

Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any amendments thereto or re-enactment thereof.

Any heading in this Policy is for ease of reference only and does not affect its interpretation.

Law applicable to this contract

In the UK the law allows both you and us to choose the law applicable to this contract. This contract will be subject to the relevant law of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands depending upon your address stated in the schedule. If there is any dispute as to which law applies it will be English law. The parties agree to submit to the exclusive jurisdiction of the English courts.

This is a legal document and should be kept in a safe place.

Please read this Policy and any Schedule, Endorsement and Certificate carefully and if they do not meet your needs contact us or your broker or insurance intermediary.

Section A – Material Damage ‘All Risks’

In the event of the Property Insured described in the Schedule being accidentally lost, destroyed or damaged during the Period of Insurance the Insurer will pay to the Insured the value of the property at the time of its loss or destruction or the amount of the damage or at the Insurer's option reinstate or replace such property or any part of it.

Provided always that the liability of the Insurer under this Section shall not exceed:

- a) in the whole the Total Sum Insured or in respect of any item its sum insured or any other limit of liability stated in the Schedule at the time of the loss, destruction or damage
- b) the sum insured (or limit) remaining after deduction for any other loss, destruction or damage occurring during the same Period of Insurance, unless the Insurer shall have agreed to reinstate any such sum insured (or limit).

Definitions

1. Property Insured

Buildings

- a) Buildings described in the Schedule and including:
 - i) landlords' fixtures and fittings
 - ii) outbuildings, extensions, annexes, canopies, fixed signs, gangways, conveniences, lamp posts and street furniture
 - iii) walls, gates and fences
 - iv) drains, sewers, piping, ducting, cables, wires and associated control gear and accessories on the Premises and extending to the public mains, but only to the extent of the Insured's responsibility
 - v) yards, car parks, roads, pavements, forecourts, all constructed of solid materials
 - vi) all fixed glass at the Premises but excluding any lettered, stained, leaded, engraved, coloured, armoured or other special glass in excess of £500 in respect of any one claim.

Contents

- b) Contents therein and thereon the property of the Insured or held by the Insured in trust for which the Insured is responsible including:
 - i) tenants' improvements, alterations and decorations
 - ii) so far as they are not otherwise insured, employees', directors' and visitors' personal effects of every description (other than motor vehicles) for an amount not exceeding £500 in respect of any one person
 - iii) Contents of outbuildings
 - iv) Contents in the open yards
- but excluding:
 - 1) landlords' fixtures and fittings
 - 2) stock and materials in trade
 - 3) money and stamps (including National Insurance stamps) in excess of £500
 - 4) documents, manuscripts and business books except for the cost of the materials and of clerical labour expended in reproducing such records
 - 5) computer systems records except for an amount not exceeding £10,000 in respect of the cost of the materials and of clerical labour and computer time expended in reproducing such records
 - 6) any expense in connection with the production of the information to be recorded in documents, manuscripts, business books or computer systems records
 - 7) vehicles licensed for road use including accessories thereon
 - 8) vessels, boats and all other waterborne craft.

Stock

- c) Stock and materials in trade therein and thereon the property of the Insured or held by the Insured in trust for which the Insured is responsible excluding vessels, boats and all other waterborne craft.

Miscellaneous

- d) As described under the heading 'Description' in the Schedule.

For the purpose of determining where necessary the heading under which any property is insured the Insurer agrees to accept the designation under which such property has been entered in the Insured's books.

2. Damage

'DAMAGE' in capital letters shall mean accidental loss or destruction of or damage to the Property Insured.

3. Defined Peril

'Defined Peril' shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons (other than thieves), earthquake, storm, flood, escape of water from any tank, apparatus or pipe or impact by any mechanically propelled vehicle or by goods falling therefrom or animal.

Exclusions

Refer to the section titled Exclusions applicable to Sections A, B1, B2 and B3.

Clauses applicable to Section A

1. Architects', Surveyors', Legal and Consulting Engineers' Fees

- a) The insurance by each item on Buildings and Contents includes an amount in respect of Architects', Surveyors', Legal and Consulting Engineers' Fees
- b) the insurance on Fees applies only to those necessarily and reasonably incurred in the reinstatement or repair of Property Insured consequent upon its DAMAGE but not for preparing any claim, it being understood that the amount payable under the item shall not exceed in total its Sum Insured.

2. Automatic Reinstatement of Loss

In the absence of written notice by the Insurer or the Insured to the contrary the insurance hereby shall not be reduced by the amount of any loss in consideration of which the Insured shall pay the appropriate extra premium on the amount of the loss from the date thereof to the expiry of the Period of Insurance provided always that:

- a) the aggregate of the amounts so reinstated for losses by Theft during any one Period of Insurance shall not exceed the amount of the sum insured
- b) the Insured shall take immediate steps to effect such additions to or variations in the protections of the Property Insured as the Insurer may require.

3. Capital Additions

The insurance by this Section shall subject to its terms and conditions extend to cover:

- a) any newly acquired Buildings and Contents in the United Kingdom in so far as the same are not otherwise insured; and
- b) alterations, additions and improvements to Buildings and Contents
but not in respect of any appreciation in value during the current Period of Insurance at any of the Premises hereby insured provided always that:
 - i) at any one situation this cover shall not exceed 10% of the Total Sum Insured on such property or £500,000 whichever is the lesser
 - ii) the Insured undertakes to give particulars of such extensions of cover as soon as practicable and to effect specific insurance thereon retrospective to the date of the commencement of the Insurer's liability
 - iii) the provisions of this clause shall be fully maintained notwithstanding any specific insurance effected under ii) above.

4. Contract Price

In respect only of goods sold but not delivered for which the Insured is responsible subject to a sale contract which, following DAMAGE insured hereby, is cancelled by reason of its conditions wholly or to the extent of the DAMAGE, the liability of the Insurer shall be based on the contract price.

5. Contracting Purchasers

If at the time of DAMAGE the Insured shall have contracted to sell their interest in any Building hereby insured and the purchase shall not have been but shall be thereafter completed, the purchaser on completion of the purchase (if and so far as the property is not insured against such DAMAGE by him or on his behalf) shall be entitled to benefit under this Section without prejudice to the rights and liabilities of the Insured or the Insurer until completion.

6. Customers' Goods

The Insured having intimated to their customers that they will accept responsibility for loss or damage to goods the property of such customers or for which the said customers may be legally responsible whether manufactured by the Insured or not, upon which work is to be, is being done, or has been done on behalf of customers by the Insured or which may be left in the Insured's custody it is hereby declared and agreed that all such goods shall be held to be insured by the item(s) on the Schedule relating to Stock except in so far as they may be more specifically insured elsewhere. This Clause does not apply to vessels, boats and all other waterborne craft.

7. Excess

Where an excess is shown in the Schedule to this Section the Insured shall bear such amount in respect of each and every loss after the application of any Condition of Average (Underinsurance).

8. Fire Extinguishment Expenses

The Insurer will pay the reasonable costs incurred by the Insured in:

- a) refilling fire extinguishing appliances
- b) recharging halon gas and CO2 flooding systems
- c) replacing used sprinkler heads
- d) refilling sprinkler tanks where water costs are metered
- e) resetting fire and intruder alarms

all in consequence of DAMAGE insured hereby.

9. Index Linking

Where so indicated in the Schedule to this Section the Sum Insured will be adjusted during the Period of Insurance in accordance with fluctuations in suitable indices of cost.

In the event of loss the Sum Insured will continue to be adjusted in accordance with fluctuations in the indices during the period necessary for completion of repair or reinstatement provided always that repair or reinstatement is carried out without unreasonable delay.

The premium will remain unchanged during the Period of Insurance but at each renewal the premium will be calculated on the revised Sum Insured.

10. Landscaped Gardens

This Section includes costs and expenses incurred with the consent of the Insurer in making good destruction of or damage to landscaped gardens or grounds at the Premises caused by DAMAGE as insured hereby, but excluding:

- a) the cost of movement of soil other than as necessary for surface preparation
- b) the failure of trees, shrubs or turf to become established following replanting
- c) the failure of seeds to germinate.

Provided always that:

- i) the Insurer shall not be liable for the first £1,000 in respect of each and every loss arising from DAMAGE caused by Storm, Flood or Malicious Persons (other than by Fire or Explosion) not acting on behalf of or in connection with any political organisation or All Other Damage
- ii) the Insurer's liability any one occurrence shall not exceed £10,000 or 10% of the Sum Insured by the relevant item, whichever is the lesser.

11. Metered Water

The Insurer will pay the cost for which the Insured is responsible in respect of loss of metered water

Provided always that:

- a) the amount payable in respect of any one Premises is limited to such excess water charges demanded by the Water Authority and resulting from the accidental escape of water from pipes apparatus or tanks in consequence of DAMAGE insured hereby
- b) the Insurer's liability under this clause any one occurrence shall not exceed £10,000 or 10% of the Sum Insured by this Section, whichever is the less.

12. Mortgagees and Lessors

Any increase in the risk of DAMAGE resulting from any act or neglect of any Mortgagor, Leaseholder, Lessee or Occupier of any Buildings insured by this Policy will not prejudice the interest of any Mortgagee, Freeholder or Lessor provided such increase in risk is without their prior knowledge or authority and that the Insurer is notified immediately they become aware of such increase in risk and pay an appropriate additional premium if required.

13. Non-Invalidation

This insurance hereby shall not be invalidated by any act or omission or by any alteration whereby the risk of DAMAGE is increased unknown to or beyond the control of the Insured provided always that the Insured immediately they become aware thereof shall give notice to the Insurer and pay an additional premium if required.

14. Other Interests

Various parties may have a legal interest in part of the property insured by this Policy and the Insured undertakes to declare the names, nature and extent of any interest of any such parties at the time of the DAMAGE.

15. Removal of Debris

The insurance by all items of this Section except those applying wholly or in part to Stock if insured, includes costs and expenses necessarily incurred by the Insured with the consent of the Insurer in:

- a) removing debris
- b) dismantling and/or demolishing
- c) shoring up or propping
- d) boarding up

of the portion or portions of the property insured by the said items destroyed or damaged by any cause not herein excluded.

The liability of the Insurer under this clause and the Section in respect of any item shall in no case exceed the sum insured thereby.

The Insurer will not pay for any costs or expenses:

- i) incurred in removing debris except from the site of such property destroyed or damaged and the surface of the area immediately adjacent to such site
- ii) arising from pollution or contamination of property not insured by this Section.

16. Rent

The insurance on rent applies only if (any of) the said building(s) or any part thereof is unfit for occupation in consequence of its DAMAGE and then the amount payable shall not exceed such proportion of the Sum Insured on rent as the period necessary for reinstatement bears to the term of rent insured.

17. Stock Debris Removal Costs

Any insurance on 'Stock Debris Removal Costs' applies only in respect of costs and expenses necessarily incurred by the Insured with the consent of the Insurer in removing debris of the portion or portions of the Stock destroyed or damaged by any cause not herein excluded.

The Insurer will not pay for any costs or expenses:

- a) incurred in removing debris except from the site of such property destroyed or damaged and the surface of the area immediately adjacent to such site
- b) arising from pollution or contamination of property not insured by this Section.

18. Subrogation Waiver

In the event of a claim arising under this Policy, the Insurer agrees to waive any rights, remedies or relief to which it might become entitled by subrogation against:

- a) any Company standing in the relation of Parent to Subsidiary or Subsidiary to Parent to the Insured as defined in the Companies Act or Companies (N.I.) Order, as appropriate, current at the time of the DAMAGE
- b) any Company which is a Subsidiary of a Parent Company of which the Insured are themselves a Subsidiary in each case within the meaning of the Companies Act or Companies (N.I.) Order, as appropriate, current at the time of the DAMAGE
- c) any tenant or lessee in respect of DAMAGE to that part of the Premises in the demise of that tenant or lessee or to those parts of the Premises in which all the tenants have a common interest where the premium has been paid by the tenant or lessee unless such DAMAGE arises out of a criminal or malicious act of the tenant or lessee.

19. Temporary Removal

The property insured under this Section (other than Stock) is covered whilst temporarily removed for cleaning, renovation, repair or similar purposes elsewhere and in transit thereto and therefrom all in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Provided always that:

- a) the liability of the Insurer under this clause in respect of each item of the Section for any DAMAGE occurring elsewhere than at the within mentioned Premises shall not exceed 10% of the sum insured by the item
- b) this clause does not apply to property in so far as it is otherwise insured.

20. Temporary Removal – Documents and Computer System Records

This Section includes the following whilst temporarily removed to premises not in the Insured's occupation but whilst remaining within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man:

- a) deeds and other documents, manuscripts, plans and writings of every description and books (but excluding computer system records) up to 10% of the total value of such property
- b) computer system records up to 10% of the limit of liability shown in the definition of Contents.

21. Trace and Access

In the event of DAMAGE resulting from Escape of Water or Fuel Oil if insured hereby, the insurance includes the costs necessarily and reasonably incurred with the consent of the Insurer in:

- a) locating the source of such DAMAGE
- b) the subsequent making good of damage caused as a consequence thereof

provided always that the Insurer's liability for any one occurrence shall not exceed £10,000 or 10% of the Sum Insured by this Section, whichever is the lesser.

22. Unauthorised use of Electricity, Gas or Water

This Section includes the cost of metered electricity, gas or water for which the Insured are legally responsible arising from its unauthorised use by persons taking possession, keeping possession or occupying the Premises without the Insured's authority.

Provided always that:

- a) all practicable steps are taken to terminate such unauthorised use as soon as it is discovered
- b) the Insurer's limit of liability any one occurrence shall not exceed £10,000 or 10% of the sum insured by the relevant item, whichever is the lesser.

23. Workmen

Workmen are allowed to work in the Buildings for the purposes of effecting any repairs, minor additions and alterations or decorations without prejudice to this insurance.

24. Theft of Keys

Where DAMAGE by theft is not excluded in its entirety the Insurer will pay to the Insured the reasonable expenses not exceeding £500 incurred for the necessary replacement of locks following the loss of keys to the premises or any safe or strongroom therein caused by theft from the Premises or from the private residence of the Insured or an authorised employee.

25. Damage by Theft to the Building of the Premises

The insurance under this Section includes damage to the buildings of the Premises (including damage to glass which is accepted by a Police Authority as prima facie evidence of attempted theft) falling to be borne by the Insured which directly results from theft or attempted theft (as otherwise insured hereby).

Provided always that if the Buildings of the Premises are not insured by this Section the liability of the Insurer under this clause during any one Period of Insurance shall not exceed the sum of £25,000 or the Total Sum Insured if less.

Supplementary conditions applicable to Section A

1. Condition of Average (Underinsurance)

The sum insured by each item of this Section (other than those applying solely to fees, rent, removal of debris or private dwelling houses) is declared to be separately subject to Average.

Whenever a sum insured is declared to be subject to Average, if such sum shall at the commencement of any DAMAGE be less than the value of the property covered within such sum insured, the amount payable by the Insurer in respect of such DAMAGE shall be proportionately reduced.

For the avoidance of doubt solely in respect of the application of Average to any item under this policy clause c) iii) of General Condition 8 – Fair Presentation of the Risk will not apply.

2. Fire Break Doors and Shutters

The Insured undertakes to maintain all firebreak doors and shutters within his custody or control in efficient working order and to keep them free from obstruction at all times.

3. Fire Extinguishing Appliances

The Insured undertakes to have fire extinguishing appliances serviced and maintained under an annual service contract with approved suppliers or as agreed with the Insurer.

Subject to the observance of the above undertaking this Policy shall not be invalidated as a result of any defect in any of the said appliances unknown to or beyond the control of the Insured.

4. Security Requirements

- a) Any additional protection required by the Insurer shall be fitted in accordance with their requirements and together with all other devices for the protection of the Property Insured shall be kept in good order and put into full and effective operation whenever the Premises are closed for business to customers or callers or are unattended
- b) all keys including duplicate keys relative to the security of the Premises or to any safe or strongroom containing Property Insured shall be removed from the Premises whenever they are closed for business or left unattended.

5. Unoccupied Buildings

The Insured will notify the Insurer when any Buildings become unoccupied or when an unoccupied Building or portion thereof becomes occupied and will pay a suitable additional premium if required.

6. European Community and Public Authorities (including Undamaged Property)

Subject to the following special conditions the insurance in respect of Buildings and Contents extends to include such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the stipulations of:

- a) European Community Legislation; or
- b) Building or other Regulations under or framed in pursuance of any Act of Parliament or bye-laws of any Public Authority (hereinafter referred to as 'the Stipulations') in respect of:
 - i) the lost, destroyed or damaged property hereby insured
 - ii) undamaged portions thereof

excluding:

- 1) the cost incurred in complying with the Stipulations:
 - A) in respect of DAMAGE occurring prior to the granting of this Extension
 - B) in respect of DAMAGE not insured by the Policy
 - C) under which notice has been served upon the Insured prior to the happening of the DAMAGE
 - D) for which there is an existing requirement which has to be implemented within a given period
 - E) in respect of property entirely undamaged

- 2) the additional cost that would have been required to make good the property lost, destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen
- 3) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with the Stipulations.

Special conditions

- 1 The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the DAMAGE or within such further time as the Insurer may allow (during the said twelve months) and may be carried out upon another site (if the Stipulations so necessitate) subject to the liability of the Insurer under this Extension not being thereby increased.
- 2 If the liability of the Insurer under (any item of) the Policy apart from this Extension shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Insurer under the Extension (in respect of any such item) shall be reduced in like proportion.
- 3 The total amount recoverable under any item of the Policy in respect of this Extension shall not exceed:
 - a) in respect of the lost, destroyed or damaged property – its sum insured
 - b) in respect of undamaged portions of property (other than foundations) – 15% of the total amount for which the Insurer would have been liable had the property insured by the item at the Premises where the DAMAGE has occurred been wholly destroyed.
- 4 The total amount recoverable under any item of the Policy shall not exceed its sum insured.
- 5 All the terms and conditions of the Policy except in so far as they are varied hereby shall apply as if they had been incorporated herein.

7. Reinstatement

Subject to the following special conditions the basis upon which the amount payable in respect of Buildings and Contents is to be calculated shall be the reinstatement of the property lost, destroyed or damaged.

For this purpose 'reinstatement' means:

- a) the rebuilding or replacement of property lost or destroyed which provided the liability of the Insurer is not increased may be carried out:
 - i) in any manner suitable to the requirements of the Insured
 - ii) upon another site
- b) the repair or restoration of property damaged

in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

Special conditions

- 1 The liability of the Insurer for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed.
- 2 No payment beyond the amount which would have been payable in the absence of this Supplementary condition shall be made:
 - a) unless reinstatement commences and proceeds without unreasonable delay
 - b) until the cost of reinstatement shall have been actually incurred
 - c) if the Property Insured at the time of its loss, destruction or damage shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of reinstatement.
- 3 All the terms and conditions of the Policy shall apply:
 - a) in respect of any claim payable under the provisions of this Supplementary condition except in so far as they are varied hereby
 - b) where claims are payable as if this Supplementary condition had not been incorporated.

- 4 If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered by any item subject to this Supplementary condition exceeds its sum insured at the commencement of any DAMAGE, the liability of the Insurer shall not exceed that proportion of the amount of the DAMAGE which the said sum insured shall bear to the sum representing the total cost of reinstating the whole of such property at that time.

Special condition 4 is not applicable to Buildings and Contents indicated in the Schedule as 'Index Linked'

The following Supplementary conditions 8 to 11 (inclusive) are only applicable to Section 'A' if indicated in the Schedule to be operative

8. Intruder Alarm

It is a condition precedent to the liability of the Insurer that:

- a) any Intruder Alarm System required by the Insurer at any Premises so indicated in the Schedule shall be:
 - i) designed and installed to the requirements of either:
 - 1) BS4737 – Intruder Alarm Systems in Buildings; or
 - 2) EN50131 – European Standard for Alarm Systems – Intruder and Hold-up Systems
 - ii) inspected and maintained under contract by a company which is acceptable to the local Police Authority and is approved by and registered with a United Kingdom Accreditation Service (UKAS) accredited intruder alarm inspectorate, whose regulations and codes of practice must be observed
 - iii) put into full and effective operation whenever the alarmed portion of the Premises is closed for business or left unattended
- b) all keys or fobs of the Intruder Alarm System shall be removed from the Premises whenever they are closed for business or left unattended except that where part of the Premises is occupied residentially by the Insured or an employee of the Insured the said keys or fobs shall be removed from the business portion of the Premises.

Notes

- 1 The Intruder Alarm shall not be regarded as effective and immediate advice shall be given to the Insurer if:
 - a) the specification or system record provides for connection to a telephone line direct line or central station warning system and to the Insured's knowledge such line or system is not in full and effective working order or the Insured has had notice of withdrawal of the police or telephone or central station service and such service has actually been withdrawn
 - b) notice has been received from a Local Authority or Magistrate that imposes any requirement for abatement of a nuisance under the terms of the Environmental Protection Act 1990 or any subsequent or other legislation.
- 2 This Condition has continuing effect and its terms should be kept in mind. If circumstances should arise which render the Insured unable to comply with any part the Insurer should be contacted at once to see if help can be given to obtain reinstatement of cover.
- 3 Breach of this Condition shall only be relevant to claims in respect of theft or attempted theft of property whilst contained in the Premises at which the breach of Condition has occurred.

9. Minimum Security Requirements

Minimum Requirements for the Physical Security of the Premises

It is a condition precedent to liability that devices for the security of the Premises are installed in accordance with the following Security Requirements and all such devices are put into full and effective operation whenever the Premises are closed for business or left unattended:

Security Requirements for the Premises

- a) All external doors of the buildings occupied by the Insured together with internal doors which give access to any part of the buildings not occupied by the Insured must be fitted and secured with one of the following:
 - i) a mortise deadlock with a matching boxed striking plate or a rim lock, which in either case conforms to either BS3621: Thief Resistant Lock Assemblies, or BS3681: Thief Resistant Locks
 - ii) a five (or more) lever close shackle padlock and locking bar

- iii) in the case of aluminium or uPVC framed doors, an integral cylinder operated swing bolt mortise lock
- iv) an alternative form of lock or locking system of at least similar quality and strength to BS3621 or BS3681 which has been approved by the Insurer in writing.
- b) Where suitable all outward opening external doors of the buildings occupied by the Insured must be fitted and secured with hinge bolts.
- c) All accessible opening windows, fanlights and skylights including those accessible from decks, roofs, fire escapes or down pipes must be fitted and secured with key operated window locks. This requirement does not apply to windows protected by solid steel bars, grilles, steel shutters, expanded metal or weld-mesh.

Notes

- 1 Any door or window designated a fire exit will require consultation with the Fire Authority or other competent body so that the interests of both safety and security can be met.
- 2 The above measures comprise the Insurer's minimum security requirements. Where additional protections are required by the Insurer or where the Insurer agrees to accept alternative security measures, the Insurer will specifically advise the Insured in writing.
- 3 This Condition has a continuing effect and its terms and conditions should be kept in mind. If circumstances arise which render the Insured unable to comply with any part of it, the Insured should advise the Insurer immediately to see if the Insurer can help the Insured obtain reinstatement of cover.
- 4 Breach of this Condition shall only invalidate claims in respect of theft or attempted theft of property whilst contained in the Premises at which the breach of Condition has occurred.

10. Glass Extension

Only applicable to the Premises as indicated in the Schedule. In the event of accidental breakage of fixed glass for which the Insured is responsible the Insurer will indemnify the Insured in respect of the cost of:

- a) replacement of such glass with glass of a similar quality or as otherwise recommended by the British Standard Code of Practice BS6262
- b) temporary boarding up necessarily incurred through breakage of the glass
- c) damage to frames and framework of any description and the cost of removing or replacing any Stock or Contents which may have to be removed to replace the glass up to a limit of £500.

This Extension does not cover:

- i) the cost of silvering, embossing, lettering, bending or ornamenting glass in excess of £500 any one loss
- ii) breakage of cracked or scratched glass
- iii) breakage, damage or loss resulting from repairs or alterations to the Premises or whilst the Premises are vacant or unoccupied
- iv) breakage, damage or loss caused by fire, lightning, explosion or earthquake
- v) in respect of each and every loss the amount stated in the Schedule to be the Excess.

11. Reinstatement – day one average

The Supplementary Condition "Reinstatement" is cancelled and the following substituted by the following:

- a) Subject to the following special conditions the basis upon which the amount payable in respect of any item on Buildings and Contents is to be calculated shall be the reinstatement of the property lost destroyed or damaged.

For this purpose "reinstatement" means:

- i) the rebuilding or replacement of property lost or destroyed which, provided the liability of the Insurer is not increased, may be carried out:
 - 1) in any manner suitable to the requirements of the Insured
 - 2) upon another site
- ii) the repair or restoration of property damaged

in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

- b) The Insured having stated in writing the Declared Value (shown in brackets below the Sum Insured) for each of the said items, the premium has been calculated accordingly.

“Declared Value” means the Insured’s assessment of the cost of reinstatement of the Property Insured arrived at in accordance with paragraph a) i) at the level of costs applying at the inception of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with in so far as the insurance by the item provides, due allowance for:

- i) the additional cost of reinstatement to comply with Public Authority requirements
- ii) professional fees
- iii) debris removal costs.

Special Conditions

- 1 At the inception of each Period of Insurance the Insured shall notify the Insurer of the Declared Value of the Property Insured by each of the said item(s). In the absence of such declaration the last amount declared by the Insured shall be taken as the Declared Value for the ensuing Period of Insurance.
- 2 If at the time of DAMAGE the Declared Value of the property covered by such item be less than the cost of reinstatement (as defined in paragraph b above) at the inception of the Period of Insurance then the Insurer’s liability for the DAMAGE shall not exceed that proportion thereof which the Declared Value bears to such cost of reinstatement.
- 3 The liability of the Insurer for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such Property been wholly destroyed.
- 4 No payment beyond the amount which would have been payable in the absence of this Condition shall be made:
 - a) unless reinstatement commences and proceeds without unreasonable delay
 - b) until the cost of reinstatement shall have been actually incurred
 - c) if the Property Insured at the time of its loss, destruction or damage shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of reinstatement.
- 5 All the terms and conditions of the Policy shall apply:
 - a) in respect of any claim payable under the provisions of this Condition except in so far as they are varied hereby
 - b) where claims are payable as if this Condition had not been incorporated except that the Sum(s) Insured shall be limited to the Declared Value(s).

Section B1 – Business Interruption ‘All Risks’ Estimated Gross Profit

In the event of any Incident during the Period of Insurance in consequence of which the Business carried on by the Insured at the Premises be interrupted or interfered with the Insurer will pay to the Insured in respect of each item stated in the Schedule the loss of Gross Profit due to:

- a) reduction in Turnover; and
- b) increase in cost of working

and the amount payable as indemnity shall be:

- i) in respect of reduction in Turnover the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period falls short of the Standard Turnover in consequence of the Incident
- ii) in respect of increase in cost of working the additional expenditure subject to the uninsured standing charges provision necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the Incident but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided

less any sum saved during the Indemnity Period in respect of the charges and expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the Incident.

Provided always that:

- 1) at the time of the Incident there is in force an insurance covering the Insured's interest in the property against such Incident and that payment:
 - A) has been made or liability admitted therefor
 - B) would have been made or liability admitted but for a proviso excluding liability for losses below a specified amount
- 2) the Insurer's liability under this Section shall not exceed:
 - A) in respect of Gross Profit 133.3% of the Estimated Gross Profit stated herein and in respect of each other item 100% of the Sum Insured stated herein
 - B) the Sum Insured (or limit) remaining after deduction for any other interruption or interference consequent upon any Incident occurring during the same period of insurance unless the Insurer has agreed to reinstate the Sum Insured (or limit).

Definitions

1. Consequential Loss

‘CONSEQUENTIAL LOSS’, in capital letters, shall mean loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of accidental loss or destruction of or damage to property used by the Insured at the Premises for the purpose of the Business.

2. Defined Peril

‘Defined Peril’ shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons (other than thieves), earthquake, storm, flood, escape of water from any tank apparatus or pipe or impact by any vehicle or by goods falling therefrom or by animal.

3. Estimated Gross Profit

The amount declared by the Insured to the Insurer as representing not less than the Gross Profit which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the period of insurance or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months.

4. Gross Profit

The amount by which the Turnover plus the closing stock and work in progress exceeds the value of the opening stock plus the work in progress and the amount of the Uninsured Working Expenses.

5. Incident

Loss or destruction of or damage to property used by the Insured at the Premises for the purpose of the Business.

6. Indemnity Period

The period beginning with the occurrence of the Incident and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business are affected.

7. Maximum Indemnity Period

The period stated in the Schedule.

8. Outstanding Debit Balances

The total amount outstanding in customers' accounts on the last day of the month preceding an Incident adjusted for:

- a) bad debts; and
- b) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the Incident) to customers' accounts in the period between the last day of the month preceding the Incident and the date of the Incident; and
- c) any abnormal condition of trade which had or could have had a material effect on the Business

so that the adjusted figures shall represent as nearly as practicable those which would have applied at the date of the Incident.

9. Rate of Gross Profit

The rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the Incident.

10. Standard Turnover

The Turnover during that period in the 12 months immediately before the date of the Incident which corresponds with the Indemnity Period.

11. Turnover

The money paid or payable to the Insured for goods sold and delivered and for services rendered in the course of the Business at the Premises.

12. Uninsured Working Expenses

Purchases, discounts allowed less discounts received, freight, packaging, bad debts and any other expenses stated as excluded in the Schedule.

Notes

- 1 To the extent which the Insured is accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax.
- 2 For the purpose of these definitions any adjustment implemented in current cost accounting shall be disregarded.
- 3 The amounts of opening and closing stocks and work in progress shall be arrived at in accordance with the Insured's normal accountancy methods due provision being made for depreciation.
- 4 The words and expressions used in the definition of Uninsured Working Expenses shall have the meaning attached to them in the Insured's books and accounts.
- 5 Adjustments shall be made to the Rate of Gross Profit and Standard Turnover as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Incident or which would have affected the Business had the Incident not occurred so that the adjusted figures shall represent as nearly as practicable the results which but for the Incident would have been obtained during the relative period after the Incident.

Clauses

1. Alternative Trading

If during the Indemnity Period goods are sold or services provided elsewhere than at the Premises for the benefit of the Business either by the Insured or by others on the Insured's behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.

2. Book Debts

In the event of an Incident in consequence of which the Insured is unable to trace or establish the Outstanding Debit Balances in whole or in part due to the Insured the Insurer will pay to the Insured the amount of any loss of Outstanding Debit Balances resulting provided always that:

- a) the amount payable shall not exceed:
 - i) the difference between:
 - 1) Outstanding Debit Balances; and
 - 2) the total of the amounts received or traced
 - ii) the additional expenditure incurred with the Insurer's prior consent in tracing and establishing customers' debit balances after the Incident
 - iii) in total the sum stated in the Schedule
- b) it is a condition precedent to the Insurer's liability that:
 - i) the Insured's books of account and other business books and records in which customers' accounts are shown shall be kept in fire resisting safes or fire resisting cabinets when not in use
 - ii) duplicate records are kept in a separate building.

3. New Businesses

For any claim arising from an Incident occurring before the completion of the first year's trading of the Business at the Premises the definitions of Rate of Gross Profit and Standard Turnover shall have the following meanings:

Rate of Gross Profit: the Rate of Gross Profit earned on the Turnover during the period between the date of the commencement of the Business and the date of the Incident.

Standard Turnover: the proportional equivalent for a period equal to the Indemnity Period of the Turnover realised during the period between the commencement date of the Business and the date of the Incident.

4. Payments on Account

At the Insurer's discretion payments on account may be made to the Insured during the Indemnity Period but in no case shall any payment exceed the Insurer's liability in respect of reduction in Turnover under each item for the period in respect of which a payment is to be made.

5. Premium Adjustment

The premium is provisional and based upon the Estimated Gross Profit.

Not later than six months after the expiry of each period of insurance the Insured shall supply to the Insurer a declaration confirmed by the Insured's professional accountants of the Gross Profit earned during the financial year most nearly concurrent with the period of insurance.

If any Incident has occurred giving rise to a claim the declaration shall be increased by the Insurer for the purposes of premium adjustment by the amount by which the Gross Profit was reduced during the financial year solely in consequence of the Incident.

If the declaration adjusted as provided for above and proportionately increased where the Maximum Indemnity Period exceeds 12 months:

- a) is less than the Estimated Gross Profit for the relative period of insurance the Insurer will allow a pro rata return of premium paid on the Estimated Gross Profit but not exceeding 50% of such premium
- b) is greater than the Estimated Gross Profit for the relative period of insurance the Insured shall pay a pro rata addition to the premium on the Estimated Gross Profit.

6. Professional Accountants' Fees

The Insurer will pay reasonable fees payable by the Insured to the Insured's professional accountants for producing any particulars or details contained in the Insured's accounts or other documents which may be required by the Insurer under the conditions of this Section for the purpose of investigating or verifying any claim.

7. Salvage Sale

If following any Incident giving rise to a claim under this Section the Insured holds a salvage sale during the Indemnity Period the cover paragraph shall read as follows:

In respect of reduction in Turnover the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period less the Turnover for the period of the salvage sale shall in consequence of the Incident fall short of the Standard Turnover from which sum shall be deducted the Gross Profit actually earned during the period of the salvage sale.

8. Separate Businesses or Departments

For each business or department of the Business for which independent trading results are ascertainable the cover paragraphs a) and b) applicable to Gross Profit and increase in cost of working shall be separately applied.

9. Uninsured Standing Charges

If any standing charges of the Business are not insured having been deducted in arriving at the Gross Profit then in calculating the amount recoverable as increase in cost of working only that proportion of any additional expenditure shall be brought into account which the Gross Profit bears to the sum of the Gross Profit and uninsured standing charges.

The following Extensions 1 to 4 (inclusive) are only applicable to Section B1 if indicated in the Schedule to be operative

1. Suppliers Extension

Any loss as insured by this Section resulting from interruption of or interference with the Business in consequence of accidental loss, destruction or damage at the applicable situation(s) named in the Schedule shall be deemed to be an Incident, provided that, after the application of all other terms and conditions of the Policy the liability under the Extension in respect of any one occurrence shall not exceed those limit(s) shown in the Schedule.

This Extension does not cover the premises of any supply undertaking from which the Insured obtains electricity, gas or water or telecommunications services.

2. Customers Extension

Any loss as insured by this Section resulting from interruption of or interference with the Business in consequence of accidental loss, destruction or damage at the applicable situation(s) named in the Schedule shall be deemed to be an Incident, provided that, after the application of all other terms and conditions of the Policy the liability under the Extension in respect of any one occurrence shall not exceed those limit(s) shown in the Schedule.

3. Denial of Access

This Section is extended to include loss as insured by this Section resulting from interruption of or interference with the Business in consequence of accidental loss, destruction or damage to property within a radius of 500 metres of the Premises, which prevents or hinders the use of the Premises or access thereto, whether the Premises or property of the Insured therein shall be damaged or not. But excluding:

loss or destruction of or damage to property of any supply undertaking from which the Insured obtains electricity, gas or water, or telecommunications services which prevents or hinders the supply of such services, to the Premises.

The liability under this Extension in respect of any one occurrence shall not exceed the amount stated in the Schedule.

The maximum indemnity period provided under this Extension is 3 months.

4. Public Utilities – Electricity, Gas, Water and Telecommunications

Any loss as insured by this Section resulting from interruption of or interference with the Business in consequence of accidental loss, destruction or damage to the under-noted property shall be deemed to be an Incident, provided that, after the application of all other terms and conditions of the Policy the liability under the Extension in respect of any one occurrence shall not exceed the amount stated in the Schedule

Property at any:

- a) generating station or sub-station of the public electricity supply undertaking
- b) land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith
- c) water works or pumping station of the public water supply undertaking
- d) land based premises of the public telecommunications undertaking
- e) the terminal end(s) of a)/d) above

from which the Insured obtains electricity gas water or telecommunications services all in Great Britain or Northern Ireland.

Excluding the first 24 hours of each and every loss.

The maximum indemnity period provided under this Extension is 12 months.

Section B2 – Business Interruption ‘All Risks’ Estimated Gross Revenue

In the event of any Incident during the Period of Insurance in consequence of which the Business carried on by Insured at the Premises be interrupted or interfered with the Insurer will pay to the Insured in respect of each item stated in the Schedule the:

- a) loss of Gross Revenue; and
- b) increase in cost of working

and the amount payable as indemnity shall be:

- i) in respect of loss of Gross Revenue the amount by which the Gross Revenue during the Indemnity Period falls short of the Standard Gross Revenue in consequence of the Incident
- ii) in respect of increase in cost of working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Gross Revenue which but for that expenditure would have taken place during the Indemnity Period in consequence of the Incident but not exceeding the amount of reduction in Gross Revenue thereby avoided

less any sum saved during the Indemnity Period in respect of the charges and expenses of the Business payable out of Gross Revenue as may cease or be reduced in consequence of the Incident.

Provided always that:

- 1) at the time of the Incident there is in force an insurance covering the Insured's interest in the property against such Incident and that payment:
 - A) has been made or liability admitted therefor
 - B) would have been made or liability admitted but for a proviso excluding liability for losses below a specified amount
- 2) the Insurer's liability under this Section shall not exceed:
 - A) in respect of Gross Revenue 133.3% of the Estimated Gross Revenue stated herein and in respect of each other item 100% of the Sum Insured stated herein
 - B) the Sum Insured (or limit) remaining after deduction for any other interruption or interference consequent upon any Incident occurring during the same period of insurance unless the Insurer has agreed to reinstate the Sum Insured (or limit).

Definitions

1. Consequential Loss

‘CONSEQUENTIAL LOSS’, in capital letters, shall mean loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of accidental loss or destruction of or damage to property used by the Insured at the Premises for the purpose of the Business.

2. Defined Peril

‘Defined Peril’ shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons (other than thieves), earthquake, storm, flood, escape of water from any tank apparatus or pipe or impact by any vehicle or by goods falling therefrom or by animal.

3. Estimated Gross Revenue

The amount declared by the Insured to the Insurer as representing not less than the Gross Revenue which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the period of insurance or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months.

4. Gross Revenue

The money paid or payable to the Insured for goods sold and delivered and for services rendered in the course of the Business at the premises less the relative cost of purchases and other specific costs as may be applicable to the Business.

5. Incident

Loss or destruction of or damage to property used by the Insured at the Premises for the purpose of the Business.

6. Indemnity Period

The period beginning with the occurrence of the Incident and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business are affected.

7. Maximum Indemnity Period

The period stated in the Schedule.

8. Outstanding Debit Balances

The total amount outstanding in customers' accounts on the last day of the month preceding an Incident adjusted for:

- a) bad debts; and
- b) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the Incident) to customers' accounts in the period between the last day of the month preceding the Incident and the date of the Incident; and
- c) any abnormal condition of trade which had or could have had a material effect on the Business

so that the adjusted figures shall represent as nearly as practicable those which would have applied at the date of the Incident.

9. Standard Gross Revenue

The Gross Revenue during that period in the 12 months immediately before the date of the Incident which corresponds with the Indemnity Period.

Notes

- 1 To the extent which the Insured is accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax.
- 2 For the purpose of these definitions any adjustment implemented in current cost accounting shall be disregarded.
- 3 Adjustments shall be made to the Standard Gross Revenue as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Incident or which would have affected the Business had the Incident not occurred so that the adjusted figures shall represent as nearly as practicable the results which but for the Incident would have been obtained during the relative period after the Incident.

Clauses

1. Alternative Trading

If during the Indemnity Period goods are sold or services provided elsewhere than at the Premises for the benefit of the Business either by the Insured or by others on the Insured's behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Gross Revenue during the Indemnity Period.

2. Book Debts

In the event of an Incident in consequence of which the Insured is unable to trace or establish the Outstanding Debit Balances in whole or in part due to the Insured the Insurer will pay to the Insured the amount of any loss of Outstanding Debit Balances resulting provided always that:

- a) the amount payable shall not exceed:
 - i) the difference between:
 - 1) Outstanding Debit Balances; and
 - 2) the total of the amounts received or traced
 - ii) the additional expenditure incurred with the Insurer's prior consent in tracing and establishing customers' debit balances after the Incident
 - iii) in total the sum stated in the Schedule

b) it is a condition precedent to the Insurer's liability that:

- i) the Insured's books of account and other business books and records in which customers' accounts are shown shall be kept in fire resisting safes or fire resisting cabinets when not in use
- ii) duplicate records are kept in a separate building.

3. New Businesses

For any claim arising from an Incident occurring before the completion of the first year's trading of the Business at the Premises the definition of Standard Gross Revenue shall have the following meaning:

Standard Gross Revenue: the proportional equivalent for a period equal to the Indemnity Period of the Gross Revenue realised during the period between the date of the commencement of the Business and the date of the Incident.

4. Payments on Account

At the Insurer's discretion payments on account may be made to the Insured during the Indemnity Period but in no case shall any payment exceed the Insurer's liability in respect of reduction in Gross Revenue under each item for the period in respect of which a payment is to be made.

5. Premium Adjustment

The premium is provisional and based upon the Estimated Gross Revenue.

Not later than six months after the expiry of each period of insurance the Insured shall supply to the Insurer a declaration confirmed by the Insured's professional accountants of the Gross Revenue earned during the financial year most nearly concurrent with the period of insurance.

If any Incident has occurred giving rise to a claim the declaration shall be increased by the Insurer for the purposes of premium adjustment by the amount by which the Gross Revenue was reduced during the financial year solely in consequence of the Incident.

If the declaration adjusted as provided for above and proportionately increased where the Maximum Indemnity Period exceeds 12 months:

- a) is less than the Estimated Gross Revenue for the relative period of insurance the Insurer will allow a pro rata return of premium paid on the Estimated Gross Revenue but not exceeding 50% of such premium
- b) is greater than the Estimated Gross Revenue for the relative period of insurance the Insured shall pay a pro rata additional premium on the Estimated Gross Revenue.

6. Professional Accountants' Fees

The Insurer will pay reasonable fees payable by the Insured to the Insured's professional accountants for producing any particulars or details contained in the Insured's accounts or other documents which may be required by the Insurer under the conditions of this Section for the purpose of investigating or verifying any claim.

7. Temporary Removal of Documents

Loss resulting from interruption or interference with the Business in consequence of loss or destruction of or damage to office records of any description while temporarily removed in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man shall be deemed by the Insurer to be loss resulting from an Incident.

The following Extensions 1 to 4 (inclusive) are only applicable to Section B2 if indicated in the Schedule to be operative.

1. Suppliers Extension

Any loss as insured by this Section resulting from interruption of or interference with the Business in consequence of accidental loss, destruction or damage at the applicable situation(s) named in the Schedule shall be deemed to be an Incident, provided that, after the application of all other terms and conditions of the Policy the liability under the Extension in respect of any one occurrence shall not exceed those limit(s) shown in the Schedule.

This Extension does not cover the premises of any supply undertaking from which the Insured obtains electricity, gas or water or telecommunications services.

2. Customers Extension

Any loss as insured by this Section resulting from interruption of or interference with the Business in consequence of accidental loss, destruction or damage at the applicable situation(s) named in the Schedule shall be deemed to be an Incident, provided that, after the application of all other terms and conditions of the Policy the liability under the Extension in respect of any one occurrence shall not exceed those limit(s) shown in the Schedule.

3. Denial of Access

This Section is extended to include loss as insured by this Section resulting from interruption of or interference with the Business in consequence of accidental loss, destruction or damage to property within a radius of 500 metres of the Premises, which prevents or hinders the use of the Premises or access thereto, whether the Premises or property of the Insured therein shall be damaged or not. But excluding:

loss or destruction of or damage to property of any supply undertaking from which the Insured obtains electricity, gas or water, or telecommunications services which prevents or hinders the supply of such services, to the Premises.

The liability under this Extension in respect of any one occurrence shall not exceed the amount stated in the Schedule.

The maximum indemnity period provided under this Extension is 3 months.

4. Public Utilities – Electricity, Gas, Water and Telecommunications

Any loss as insured by this Section resulting from interruption of or interference with the Business in consequence of accidental loss, destruction or damage to the under-noted property shall be deemed to be an Incident, provided that, after the application of all other terms and conditions of the Policy the liability under the Extension in respect of any one occurrence shall not exceed the amount stated in the Schedule

Property at any:

- a) generating station or sub-station of the public electricity supply undertaking
- b) land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith
- c) water works or pumping station of the public water supply undertaking
- d) land based premises of the public telecommunications undertaking
- e) the terminal end(s) of a)/d) above

from which the Insured obtains electricity gas water or telecommunications services all in Great Britain or Northern Ireland.

Excluding the first 24 hours of each and every loss.

The maximum indemnity period provided under this Extension is 12 months.

Section B3 – Business Interruption ‘All Risks’ Estimated Rent Receivable

In the event of an Incident during the Period of Insurance in consequence of which the Business carried on by the Insured at the Premises be interrupted or interfered with the Insurer will pay to the Insured in respect of each item stated in the Schedule the:

- a) loss of Rent Receivable; and
- b) increase in cost of working

and the amount payable as indemnity shall be:

- i) in respect of loss of Rent Receivable the amount by which the Rent Receivable during the Indemnity Period falls short of the Standard Rent Receivable in consequence of the Incident
- ii) in respect of increase in cost of working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in the Rent Receivable which but for that expenditure would have taken place during the Indemnity Period in consequence of the Incident

less any sum saved during the Indemnity Period in respect of the charges and expenses of the Business payable out of Rent Receivable as may cease or be reduced in consequence of the Incident.

Provided always that:

- 1) at the time of the Incident there is in force an insurance covering the Insured's interest in the property against such Incident and that payment:
 - A) has been made or liability admitted therefor
 - B) would have been made or liability admitted but for a proviso excluding liability for losses below a specified amount
- 2) the Insurer's liability under this Section shall not exceed:
 - A) in respect of Rent Receivable 133.3% of the Estimated Rent Receivable stated herein and in respect of each other item 100% of the Sum Insured stated herein
 - B) the Sum Insured (or limit) remaining after deduction for any other interruption or interference consequent upon any Incident occurring during the same period of insurance unless the Insurer has agreed to reinstate any Sum Insured (or limit).

Definitions

1. Consequential Loss

‘CONSEQUENTIAL LOSS’, in capital letters, shall mean loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of accidental loss or destruction of or damage to property used by the Insured at the Premises for the purpose of the Business.

2. Defined Peril

‘Defined Peril’ shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons (other than thieves), earthquake, storm, flood, escape of water from any tank apparatus or pipe or impact by any vehicle or by goods falling therefrom or by animal.

3. Estimated Rent Receivable

The amount declared by the Insured to the Insurer as representing not less than the Rent Receivable which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the period of insurance or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months.

4. Incident

Loss or destruction of or damage to property used by you at the Premises for the purpose of the Business.

5. Indemnity Period

The period beginning with the occurrence of the Incident and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business are affected.

6. Maximum Indemnity Period

The period stated in the Schedule.

7. Outstanding Debit Balances

The total amount outstanding in customers' accounts on the last day of the month preceding an Incident adjusted for:

- a) bad debts; and
- b) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the Incident) to customers' accounts in the period between the last day of the month preceding the Incident and the date of the Incident; and
- c) any abnormal condition of trade which had or could have had a material effect on the Business

so that the adjusted figures shall represent as nearly as practicable those which would have applied at the date of the Incident.

8. Rent Receivable

The amount of the rent and other income received or receivable from the letting of and the services rendered at the Premises.

9. Standard Rent Receivable

The Rent Receivable during that period in the 12 months immediately before the date of the Incident which corresponds with the Indemnity Period.

Notes

- 1 To the extent which the Insured is accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax.
- 2 For the purpose of these definitions any adjustment implemented in current cost accounting shall be disregarded.
- 3 Adjustments shall be made to the Standard Rent Receivable as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Incident or which would have affected the Business had the Incident not occurred so that the adjusted figures shall represent as nearly as practicable the results which but for the Incident would have been obtained during the relative period after the Incident.

Clauses

1. Alternative Trading

If during the Indemnity Period the Business is conducted elsewhere than at the Premises the money paid or payable to you in respect of such other premises shall be brought into account in arriving at the Rent Receivable during the Indemnity Period.

2. Book Debts

In the event of an Incident in consequence of which the Insured is unable to trace or establish the Outstanding Debit Balances in whole or in part due to the Insured the Insurer will pay to the Insured the amount of any loss of Outstanding Debit Balances resulting provided always that:

- a) the amount payable shall not exceed:
 - i) the difference between:
 - 1) Outstanding Debit Balances; and
 - 2) the total of the amounts received or traced
 - ii) the additional expenditure incurred with the Insurer's prior consent in tracing and establishing customers' debit balances after the Incident
 - iii) in total the sum stated in the Schedule
- b) it is a condition precedent to the Insurer's liability that:
 - i) the Insured's books of account and other business books and records in which customers' accounts are shown shall be kept in fire resisting safes or fire resisting cabinets when not in use
 - ii) duplicate records are kept in a separate building.

3. New Businesses

For any claim arising from an Incident occurring before the completion of the first year's trading of the Business at the Premises the definition of Standard Rent Receivable shall have the following meaning:

Standard Rent Receivable: the proportional equivalent for a period equal to the Indemnity Period of the Rent Receivable realised during the period between the commencement of the Business and the date of the Incident to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business whether before or after the Incident or which would have affected the Business had the Incident not occurred so that the adjusted figures shall represent as nearly as may be reasonably practicable the results which but for the Incident would have been obtained during the relative period after the Incident.

4. Payments on Account

At the Insurer's discretion payments on account may be made to the Insured during the Indemnity Period but in no case shall any payment exceed the Insurer's liability in respect of loss of Rent Receivable under each item for the period in respect of which a payment is to be made.

5. Premium Adjustment

The premium is provisional and based upon the Estimated Rent Receivable.

Not later than six months after the expiry of each period of insurance the Insured shall supply to the Insurer a declaration confirmed by the Insured's professional accountants of the Rent Receivable earned during the financial year most nearly concurrent with the period of insurance.

If any Incident has occurred giving rise to a claim the declaration shall be increased by the Insurer for the purposes of premium adjustment by the amount by which the Rent Receivable was reduced during the financial year solely in consequence of the Incident.

If the declaration adjusted as provided for above and proportionately increased where the Maximum Indemnity Period exceeds 12 months:

- a) is less than the Estimated Rent Receivable for the relative period of insurance the Insurer will allow a pro rata return of premium paid on the Estimated Rent Receivable but not exceeding 50% of such premium
- b) is greater than the Estimated Rent Receivable for the relative period of insurance the Insured shall pay a pro rata addition to the premium on the Estimated Rent Receivable.

6. Professional Accountants' Fees

The Insurer will pay reasonable fees payable by the Insured to the Insured's professional accountants for producing any particulars or details contained in the Insured's accounts or other documents which may be required by the Insurer under the conditions of this Section for the purpose of investigating or verifying any claim.

The following extensions 1 to 2 (inclusive) are only applicable to Section B3 if indicated in the Schedule to be operative and will be deemed to be an Incident.

1. Denial of Access

This Section is extended to include loss as insured by this Section resulting from interruption of or interference with the Business in consequence of accidental loss, destruction or damage to property within a radius of 500 metres of the Premises, which prevents or hinders the use of the Premises or access thereto, whether the Premises or property of the Insured therein shall be damaged or not. But excluding:

loss or destruction of or damage to property of any supply undertaking from which the Insured obtains electricity, gas or water, or telecommunications services which prevents or hinders the supply of such services, to the Premises.

The liability under this Extension in respect of any one occurrence shall not exceed the amount stated in the Schedule.

The maximum indemnity period provided under this Extension is 3 months.

2. Public Utilities – Electricity, Gas, Water and Telecommunications

Any loss as insured by this Section resulting from interruption of or interference with the Business in consequence of accidental loss, destruction or damage to the under-noted property shall be deemed to be an Incident, provided that, after the application of all other terms and conditions of the Policy the liability under the Extension in respect of any one occurrence shall not exceed the amount stated in the Schedule.

Property at any:

- a) generating station or sub-station of the public electricity supply undertaking
- b) land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith
- c) water works or pumping station of the public water supply undertaking
- d) land based premises of the public telecommunications undertaking
- e) the terminal end(s) of a) and d) above

from which the Insured obtains electricity gas water or telecommunications services all in Great Britain or Northern Ireland.

The maximum indemnity period provided under this Extension is 12 months.

Excluding the first 24 hours of each and every loss.

Exclusions applicable to Sections A, B1, B2 and B3

Sections A, B1, B2 and B3 do not cover:

- 1 loss, destruction, damage, cost or expense caused by or consisting of:
 - a) inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials
 - b) faulty or defective workmanship, operational error or omission, on the part of the Insured or any of his employees
 - c) the bursting by steam pressure of a boiler economiser vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Insured other than:
 - i) in respect of Section A – a boiler used for domestic purposes only
 - ii) in respect of Sections B1, B2 and B3 – any boiler or economiser on the Premises or a boiler used for domestic purposes only

but this shall not exclude subsequent DAMAGE or CONSEQUENTIAL LOSS which itself results from a cause not otherwise excluded

- 2 loss, destruction, damage, cost or expense caused by or consisting of:
 - a) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insect
 - b) change in temperature, colour, flavour, texture or finish

loss, destruction, damage, cost or expense consisting of:

- c) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith
- d) mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment in which such breakdown or derangement originates
- e) loss, cost or expense caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services

but this shall not exclude:

- i) such DAMAGE or CONSEQUENTIAL LOSS not otherwise excluded which itself results from a Defined Peril or from any other accidental loss, destruction or damage
 - ii) subsequent DAMAGE or CONSEQUENTIAL LOSS which itself results from a cause not otherwise excluded
- 3 loss, destruction, damage, cost or expense caused by, consisting of or arising directly from theft or attempted theft:

- a) not involving:
 - i) breaking into or out of the Buildings of the Premises by forcible and violent means; or
 - ii) robbery or attempted robbery committed in the Premises

- b) to property on or in any garden, yard, open place or open sided Building
- c) by any person lawfully on the Premises

loss, destruction or damage caused by or arising directly or indirectly from theft or attempted theft:

- d) of money, cheques, stamps (including National Insurance stamps) bonds, credit cards or securities of any description
- e) of jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books

but this shall not exclude:

- i) such DAMAGE or CONSEQUENTIAL LOSS not otherwise excluded which itself results from a Defined Peril or from any other accidental loss, destruction or damage
- ii) subsequent DAMAGE or CONSEQUENTIAL LOSS which itself results from a cause not otherwise Excluded

- 4 a) in respect of Section A:
- loss or destruction or damage caused by pollution or contamination but this shall not exclude destruction of or damage to the Property Insured, not otherwise excluded, caused by:
- i) pollution or contamination which itself results from a Defined Peril
 - ii) a Defined Peril which itself results from pollution or contamination
 - iii) sudden, identifiable, unintended and unexpected pollution or contamination which itself results from All Other DAMAGE
 - iv) all Other DAMAGE which itself results from sudden, identifiable, unintended and unexpected pollution or contamination
- b) in respect of Sections B1, B2 and B3:
- loss, cost or expense resulting from pollution or contamination but this shall not exclude loss resulting from destruction of or damage to property used by the Insured at the Premises for the purpose of the Business, not otherwise excluded, caused by:
- i) pollution or contamination at the Premises which itself results from a Defined Peril
 - ii) a Defined Peril hereby insured against which itself results from pollution or contamination
 - iii) sudden, identifiable, unintended and unexpected pollution or contamination at the Premises which itself results from All Other DAMAGE
 - iv) All Other DAMAGE which itself results from sudden, identifiable, unintended and unexpected pollution or contamination
- subject to a total limit of liability in respect of a) iii) and iv) and b) iii) and iv) in any one Period of Insurance of £25,000
- 5 loss, destruction, damage, cost or expense caused by or consisting of subsidence or ground heave of any part of the site on which the property stands or landslide:
- a) in respect of land insured hereby unless also affecting a building insured hereby
 - b) caused by or consisting of:
 - i) the normal settlement or bedding down of new structures
 - ii) the settlement or movement of made-up ground
 - iii) coastal or river erosion
 - iv) defective design or workmanship or the use of defective materials
 - c) which originated prior to the inception of this cover
 - d) resulting from:
 - i) demolition, construction, structural alteration or repair of any property; or
 - ii) groundwork or excavation
 at the same premises
- 6 loss, destruction, damage, cost or expense caused by or consisting of acts of fraud or dishonesty but this shall not exclude such DAMAGE or CONSEQUENTIAL LOSS if resulting from a cause which is not otherwise excluded
- 7 loss, destruction, damage, cost or expense caused by, consisting of or arising directly or indirectly from:
- a) disappearance, unexplained or inventory shortage, misfiling or misplacing of information
 - b) in respect of Sections B1, B2 and B3:
 - i) erasure, loss, distortion or corruption of information on computer systems or other records, programmes or software caused deliberately by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotion or malicious persons
 - ii) other erasure, loss, distortion or corruption of information on computer systems or other records, programmes or software unless resulting from a Defined Peril in so far as it is not otherwise excluded

- 8 in respect of Section A:
- a) destruction of or damage to a Building or structure caused by its own collapse or cracking
- in respect of Sections B1, B2 and B3:
- b) loss resulting from destruction of or damage to a Building or structure used by the Insured at the Premises caused by its own collapse or cracking
- unless resulting from a Defined Peril in so far as it is not otherwise excluded
- 9 loss, destruction, damage, cost or expense in respect of:
- a) movable property in the open, fences and gates caused by wind, rain, hail, sleet, snow, flood or dust
 - b) property in transit other than whilst at the Premises
- 10 loss, destruction, damage, cost or expense:
- a) caused by fire resulting from its undergoing any heating process or any process involving the application of heat
 - b) (other than by fire or explosion) resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair
- 11 loss, destruction, damage, cost or expense caused by:
- a) freezing
 - b) escape of water from any tank apparatus or pipe
 - c) (other than by fire or explosion) malicious persons not acting on behalf of or in connection with any political organisation
- in respect of any building which is empty or not in use for more than thirty consecutive days
- 12 loss, destruction or damage in respect of:
- a) money, cheques, stamps, bonds, credit cards or securities of any description
 - b) jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books
- other than such DAMAGE caused by:
- i) a Defined Peril
 - ii) theft or attempted theft involving breaking into or out of the buildings of the Premises by forcible and violent means
 - iii) robbery or attempted robbery committed in the Premises
- in so far as it is not otherwise excluded
- 13 a) in respect of Section A – unless specifically mentioned as insured
- b) in respect of Sections B1, B2 and B3 – unless CONSEQUENTIAL LOSS is caused by a Defined Peril:
- i) vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
 - ii) piers, jetties, bridges, culverts or excavations
 - iii) livestock, growing crops or trees
- 14 loss, destruction, damage, cost or expense in respect of property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection other than such damage or in respect of such CONSEQUENTIAL LOSS caused by:
- a) a Defined Peril
 - b) theft or attempted theft involving breaking into or out of the Buildings of the Premises by forcible and violent means
 - c) robbery or attempted robbery committed in the Premises

- 15 Property which at the time of the happening of damage is insured by or would but for the existence of this Policy be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected
- 16 a) in respect of Section A any loss or destruction of or damage to land
- b) in respect of Sections B1, B2 and B3 loss, cost or expense caused by loss or destruction of or damage to land other than for an amount of any loss of less than £25,000 in total in respect of land to a depth of up to one metre, the Insured's own or for which they are responsible, within the perimeter of the Premises
- 17 any property more specifically insured by or on behalf of the Insured
- 18 in respect of Section A, CONSEQUENTIAL LOSS of any kind or description except loss of rent when such loss is included in the cover under Section A.

Section C – ‘Money’

In the event of physical loss or destruction of or damage to:

- a) ‘Money’
- b) safes or strongrooms which normally contain ‘Money’ caused by theft or attempt thereat
- c) any case, bag or waistcoat when such is used for the carriage of ‘Money’
- d) franking machines the property of the Insured or for which the Insured is responsible caused by theft or attempt thereat

occurring within the limits of Great Britain, Northern Ireland, the Channel Islands and the Isle of Man the Insurer will indemnify the Insured against such loss, destruction or damage provided always that the liability of the Insurer in respect of any Item Insured shall not exceed the specified Limit of Liability shown in the Schedule.

Provided always that:

- i) the Insurer’s liability in respect of ‘Money’ in transit by post (insured under Item B.3) shall be limited to £25 per packet while in transit by unregistered post
- ii) whenever the office, room or area in which a safe or strongroom containing ‘Money’ is situated becomes unattended:
 - 1) such safe or strongroom is securely locked; and
 - 2) all keys to such safe or strongroom are removed from the Premises or kept on the person of the Insured or an authorised employee
- iii) the Insured shall keep a complete account of ‘Money’ in transit and on the Premises and shall deposit such record in a secure place other than in a safe or strongroom containing the ‘Money’.

Definitions

1. Money

‘Money’ shall mean cash, bank and currency notes, postal orders, cheques, banker’s drafts, bills of exchange, unused units in postage stamp franking machines, postage stamps, revenue stamps, National Savings certificates, National Insurance stamps, stamped or franked National Insurance cards, Holiday-with-Pay stamps, Premium Savings Bonds, luncheon vouchers, trading stamps, Phonecards (excluding Phonecards held in stock for resale), credit card sales vouchers, consumer redemption vouchers and gift tokens accepted by the Insured and VAT purchase invoices, all pertaining to the Business and belonging to or the responsibility of the Insured.

2. Business Hours

‘Business Hours’ shall mean any time when the Insured or the Insured’s directors or employees with responsibility for ‘Money’ are in the Insured’s premises for the purpose of the Insured’s Business.

Exclusions

This Section does not cover:

- 1 losses in excess of:
 - a) £100 from any unattended vehicle
 - b) £250 from any amusement or vending machine
- 2 loss, destruction or damage caused by or due to:
 - a) the dishonest acts of any person in the employ or service of the Insured not discovered within fourteen days of the actual occurrence thereof
 - b) clerical or accounting errors.

Accompaniment Condition

It is a condition precedent to the Insurer's liability that wherever 'Money' other than as described in Item A is in transit by the Insured or the Insured's employee's arrangements for its security shall be as follows:

- a) for amounts in excess of £3,000 but not exceeding £7,000 it shall be continuously accompanied by at least two able bodied adult persons
- b) for amounts in excess of £7,000 but not exceeding £10,000 it shall be continuously accompanied by at least three able bodied adult persons or contained in a security case approved by the Insurer and accompanied by at least two able bodied adult persons
- c) for amounts in excess of £10,000 it shall be transported by an approved security company.

Extensions

1. Safe Damage

In the event of physical loss of money as insured the Insurer will in addition pay for damage to any safe, postal machine or security case not exceeding the sum of £2,500 in total in respect of any one incident.

2. Personal Accident (Malicious Attack)

If whilst engaged in the Insured's Business any person (called 'the Assured') shall sustain bodily injury arising from malicious attack or assault or attempt thereat by any person stealing or attempting to steal 'Money' insured by this Section then the Insurer will reimburse the Insured in respect of payment to the Assured or his/her legal personal representative as the case may require of the sum or sums set out in the Table of Benefits.

Table of Benefits

If bodily injury as defined shall be the sole and immediate cause of:

1	Death	£10,000
2	Loss of a limb or limbs and/or loss of an eye or eyes	£10,000
3	Permanent total inability to attend to any occupation or business	£10,000
4	Temporary total inability to attend to the usual occupation or business	The Assured's normal weekly wage or salary not exceeding £100 per week

Provided always that:

- a) no Benefit shall be payable until the entire amount thereof has been ascertained and agreed
- b) the Insurer shall not be liable under Benefit 4 to pay for a longer period than 104 weeks in respect of any one accident
- c) if the Insurer is satisfied that the inability is permanent Benefit 3 shall become payable when Benefit 4 is exhausted. The Insurer shall not otherwise be liable to pay more than one Benefit in respect of the same accident. In no case shall more than one Benefit be payable in respect of the same period of time
- d) benefit shall only be payable provided death or loss occurs or disablement commences within twenty four months of the date of injury.

If the Assured as a result of a malicious attack or assault or attempt thereat shall sustain loss or damage to clothing or personal effects the Insurer will indemnify the Insured in respect of payment made to the Assured to the extent of the loss or damage so sustained but not exceeding in respect of any one such Assured the sum of £250.

Definitions applicable to the Personal Accident (Malicious Attack) Extension

1. Bodily injury

Accidental injury not including sickness, disease or any naturally occurring condition or degenerative process or any gradually operating cause.

2. Loss of limb

Total loss by physical separation at or above the wrist or ankle or permanent total loss of use of an entire hand, arm, foot or leg.

3. Loss of eye

Permanent and total loss of sight:

- a) in both eyes if the Assured's name is entered on the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist
- b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale. (This means that the Assured would see at 3 feet what should be seen at 60 feet).

4. Usual occupation

The occupation of the Assured as shown in the Insured's records at the date of the bodily injury.

Section D – Goods In Transit

In the event of:

- a) loss of or damage to:
 - i) Property whilst in or on any road Vehicle operated by the Insured or hauliers or by parcel post or by rail
 - ii) tarpaulin sheets and ropes whilst being carried on any road Vehicle operated by the Insured
 - iii) Personal Effects limited to £250 in total for any one event whilst in any Vehicle operated by the Insured
- b) expenses reasonably incurred in:
 - i) the transfer of Property to another Vehicle and the delivery to the original destination or return to the place of despatch necessitated by fire, collision or overturning of any road Vehicle operated by the Insured
 - ii) the reloading on to any road Vehicle operated by the Insured of any Property which has fallen from such Vehicle
 - iii) the removal of debris and site clearance consequent upon the destruction of or damage to Property
 - iv) breaking up or dismantling the Property
- c) sue and labour costs falling to be paid by the Insured

the Insurer will indemnify the Insured against such loss or damage or expenses or costs occurring whilst in transit within the Territorial Limits.

Provided always that:

- i) the Insurer may at their option indemnify the Insured by payment or by repair, reinstatement or replacement
- ii) the liability of the Insurer in respect of any one Item Insured shall not exceed the specified Limit of Liability.

Definitions

1. In Transit

'In Transit' shall mean being carried from the time the Property is lifted to the time it is unloaded at its destination including:

- a) loading and unloading
- b) the use of recognised 'roll-on, roll-off' vehicle ferries provided no unloading or re-loading of the Vehicle is involved
- c) whilst temporarily housed on or off the Vehicle in the course of the said carriage but excluding any dismantling, installation, erection or testing.

2. Property

'Property' shall mean goods belonging to the Insured or for which the Insured is responsible all pertaining to the Business.

3. Vehicle

'Vehicle' shall mean a mechanically driven conveyance including trailers whether attached or temporarily detached from the Vehicle during the course of the transit.

4. Personal Effects

'Personal Effects' shall mean personal belongings of the Insured's drivers or attendants excluding money, credit cards, radios, cassette players, laptops, notebooks, ipods and similar portable equipment, televisions or jewellery.

5. Working Hours

'Working Hours' shall mean the whole period during which the Vehicle is being worked by its driver.

6. Territorial Limits

'Territorial Limits' shall mean anywhere in Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland including transits there between.

Security provisions applicable solely in respect of vehicles operated by the Insured

These are only operative if shown in the Schedule

- 1 Whenever a Vehicle operated by the Insured and carrying Property is unattended it shall be protected as follows:
 - a) in Working Hours all doors and windows and other means of access shall be securely fastened and locked
 - b) in Working Hours all doors and windows and other means of access shall be securely fastened and locked and the alarm and immobiliser approved by the Insurer shall be switched on and made fully operational
 - c) at all times out of Working Hours:
 - i) all doors and windows and other means of access shall be securely fastened and locked; and
 - ii) either garaged in a securely locked building of substantial construction or placed in a compound which has secure walls and/or fences and securely locked gates or in a guarded security park
 - d) at all times out of Working Hours:
 - i) all doors and windows and other means of access shall be securely fastened and locked; and
 - ii) either garaged in a securely locked building of substantial construction or placed in a guarded security park
 - e) at all times out of Working Hours all doors and windows and other means of access shall be securely fastened and locked and the alarm and immobiliser approved by the Insurer shall be switched on and made fully operational
 - f) at all times out of Working Hours:
 - i) all doors and windows and other means of access shall be securely fastened and locked and the alarm and immobiliser approved by the Insurer shall be switched on and made fully operational; and
 - ii) either garaged in a securely locked building of substantial construction or placed in a compound which has secure walls and/or fences and securely locked gates or in a guarded security park
 - g) at all times out of Working Hours:
 - i) all doors and windows and other means of access shall be securely fastened and locked and the alarm and immobiliser approved by the Insurer shall be switched on and made fully operational; and
 - ii) either garaged in a securely locked building of substantial construction or placed in a guarded security park.
- 2
 - a) Whenever a Vehicle operated by the Insured is carrying Property it shall be kept under constant guard throughout the whole period of transit by a person duly authorised by the Insured
 - b) whenever a Vehicle operated by the Insured is carrying Property within the boundary of the M25 it shall be kept under constant guard by a person duly authorised by the Insured.

Exclusions

This Section does not cover:

- 1 claims in respect of or arising out of:
 - a) depreciation, delay, inadequate documentation, consequential loss
 - b) wear and tear, breakdown of refrigeration, defective packing, mildew, vermin, contamination
 - c) the carriage of explosives or other dangerous goods
 - d) the carriage of livestock, gold or silver articles, precious metals or stones, jewellery, watches, furs, wines, spirits, tobacco, cigars and cigarettes, radios, television sets, video recorders, tape recorders and the like, non-ferrous metals and scrap, coins, money, stamps, stamp collections, bonds, securities and computers unless specifically agreed and endorsed in the Schedule to this Section
 - e) loss from a soft topped, open topped, open sided or curtain sided vehicle or trailer caused by theft or attempted theft (unless the vehicle or trailer is stolen at the same time) or storm
- 2 containers, trailers or demountable vans or the like
- 3 any consequence of riot, strike or civil commotion occurring outside Great Britain the Channel Islands and the Isle of Man, confiscation, nationalisation requisition destruction or damage by any government or local authority.

Special conditions

1. Reasonable Care

The Insured shall exercise due care in the selection and supervision of employees, take all reasonable precautions for the safeguarding and protection of the Property and maintain in good order all Vehicles operated and all locking and other protective devices. Any alarm or immobiliser system shall be serviced and maintained by a qualified person and no alterations to the system shall be made without the approval of the Insurer.

2. Condition of Average (Underinsurance)

If the value of the Property contained in any one package or Vehicle and/or trailer and/or container or if the total value at risk at any one location shall at the time of loss or damage thereto exceed the Limit of Liability stated in the Schedule the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss accordingly.

For the avoidance of doubt solely in respect of the application of Average to any item under this policy clause c) iii) of General Condition 8 – Fair Presentation of the Risk will not apply.

Excess

Where an excess is shown in the Schedule to this Section the Insured shall bear such amount in respect of each and every loss after the application of any Condition of Average (Underinsurance).

Section E – Specified Items ‘All Risks’

In the event of loss of or damage to the Property Insured occurring within the Territorial Limits specified in the Schedule the Insurer will indemnify the Insured against such loss or damage at their option by payment or by repair, reinstatement or replacement but in no circumstances shall the liability of the Insurer exceed in respect of each Item the Sum Insured thereon or the intrinsic value thereof whichever is the less.

Exclusions

This Section does not cover:

- 1 DAMAGE arising from wear and tear or occasioned by moth or vermin or any process of heating, drying, cleaning, dyeing, alteration or repair to which the Property Insured is subjected
- 2 depreciation or electrical or mechanical breakdown
- 3 DAMAGE arising from any act of dishonesty committed or connived at by any person in the employ or service of the Insured
- 4 breakage of china, glass, marble, earthenware or scratching or bruising of furniture, household or musical goods unless caused by accident to the vessel or conveyance in which such property is being carried
- 5 loss of or damage to deeds, bonds, coins, money, securities, stamp collections, plans, patterns, designs, documents of title, contracts or other documents, business books or manuscripts or computer records unless described in the Specification of Property Insured
- 6 loss of any liquid by leakage from the receptacle in which it is contained
- 7 confiscation, destruction or detention by Customs or other Authorities
- 8 in respect of petrol and/or oil installations:
 - a) DAMAGE resulting from flood or atmospheric or climatic conditions other than lightning or hail
 - b) loss of use of the installation or loss of petrol, oil or other Contents thereof
- 9 in respect of cycles:
 - a) loss of or damage to lamps, tyres or accessories unless the cycle itself is lost or damaged at the same time
 - b) DAMAGE whilst being used for racing or pacemaking
- 10 DAMAGE contributed to, caused by or arising from riot, strike or civil commotion occurring outside Great Britain, the Channel Islands and the Isle of Man
- 11 laptops, notebooks, ipods and similar portable electronic equipment left in unattended vehicles unless the vehicle is securely locked at all points of access and the equipment is placed out of sight in the vehicle boot, hatchback or van body.

Special condition applicable to Section E

Condition of Average (Underinsurance)

If at the time of the happening of any loss or damage the Sum Insured in respect of the property so lost or damaged shall be less than the intrinsic value of such property the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss or damage accordingly.

For the avoidance of doubt solely in respect of the application of Average to any item under this policy clause c) iii) of General Condition 8 – Fair Presentation of the Risk will not apply.

Clause applicable to Section E

Index Linking

Where so indicated in the Schedule to this Section the Sum Insured will be adjusted during the Period of Insurance in accordance with fluctuations in suitable indices of cost.

In the event of loss the sums insured will continue to be adjusted in accordance with fluctuations in the indices during the period necessary for completion of repair or reinstatement provided always that repair or reinstatement is carried out without unreasonable delay.

The premium will remain unchanged during the Period of Insurance but at each renewal the premium will be calculated on the revised sum insured.

Definition

Damage

'DAMAGE' in capital letters shall mean loss or destruction of or damage to the Property Insured.

Excess

Where an excess is shown in the Schedule to this Section the Insured shall bear such amount in respect of each and every loss as ascertained after the application of any Condition of Average (Underinsurance).

Section F – Employers’ Liability

If any employee shall sustain any bodily injury or disease caused during any Period of Insurance and arising out of and in the course of his employment by the Insured in the Business the Insurer will indemnify the Insured against all sums for which the Insured shall be liable in respect of any claim for damages for such injury or disease settled or defended with the consent of the Insurer. The Insurer will in addition pay claimants’ costs and expenses and be responsible for all costs and expenses incurred with the consent of the Insurer in defending any such claim for damages.

Extensions

The insurance under this section includes the following extensions.

Provided always that:

- a) the Insurer shall not be liable unless the Insurer has the sole conduct and control of all claims covered by these extensions
- b) these extensions shall not apply to any liability which is covered by any other policy.

1. Work Overseas

The insurance by this Section shall not apply to nor include liability in respect of any bodily injury or disease caused elsewhere than in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands but this exclusion shall not apply to employees temporarily employed elsewhere provided always that the contract of service or apprenticeship was entered into in the aforesaid countries.

2. Definitions of Employee

Employee shall mean any person under a contract of service or apprenticeship with the Insured which shall be deemed to include:

- a) any labour master or labour only subcontractor or persons supplied by any of them
- b) self employed persons
- c) persons under work experience schemes
- d) any person hired or borrowed by the Insured from another employer

working for the Insured in connection with the Business.

3. Indemnity to Directors and Employees

Where specifically requested to do so by the Insured the Insurer will indemnify any director or employee of the Insured in respect of claims made against such director or employee subject to the terms and conditions of the Section.

4. Indemnity to Principal

In the event of any claim in respect of which the Insured would be entitled to receive indemnity under this Section being brought or made against any Public or Local Authority or other Principal the Insurer will indemnify the said Public or Local Authority or other Principal against such claim and/or any costs, charges and expenses in respect thereof.

5. Solicitors’ Fees

The Insurer will also pay solicitors’ fees incurred with their consent for:

- a) representation at any Coroner’s Inquest or Fatal Inquiry in respect of any death
- b) defending in any Court of Summary Jurisdiction any proceedings in respect of any act or omission causing or relating to any event

which may be the subject of indemnity under this Section.

6. Additional Activities

The Business shall include the provision and management of canteen, social, sports and welfare organisations for the benefit of the Insured’s employees.

7. Private Work

This Section applies to private work carried out by employees of the Insured for any director and/or executive of the Insured.

8. Indemnity to First Aid and Medical Teams

This Section extends to indemnify any employee whilst acting as a member of the Insured's first aid or medical arrangements (but excluding medical practitioners) in respect of liability for damages and legal costs to any other employee resulting from treatment given in connection with any bodily injury or disease sustained by such person and arising out of and in the course of the employment of such person by the Insured.

9. Health and Safety at Work etc. Act 1974

This Section subject to its terms and conditions extends to indemnify the Insured or any director or employee of the Insured in respect of legal fees or expenses including the costs of appeal against conviction reasonably incurred by the solicitor or firm of solicitors engaged with the Insurer's consent to act for or on behalf of the Insured or any director or employee in his defence against a criminal charge brought under:

- a) Sections 36 or 37 of the Health and Safety at Work etc. Act 1974 in respect of an offence as defined in Section 33 of the said Act
- b) Article 34 of the Health and Safety at Work (Northern Ireland) Order 1978 in respect of an offence as defined in Article 31 of the said Order

committed or alleged to have been committed during the Period of Insurance and which relates to any event arising in the course of the Business involving bodily injury or disease which is or may be the subject of indemnity under this Section including costs of prosecution awarded against such director or employee or the Insured arising from such proceedings.

Provided always that:

- i) this Extension shall apply only to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- ii) the Insurer will be under no liability:
 - 1) where the Insured or any director or employee is insured by any other policy
 - 2) where the criminal charge is in respect of any deliberate or intentional criminal act of the Insured or any director or employee
 - 3) in respect of legal fees and expenses which the Insured or any director or employee may be ordered to pay by a court of criminal jurisdiction in respect of the deliberate or intentional criminal act or omission of the director or employee
 - 4) in respect of fines or penalties of any kind or the costs of appeal against Improvement or Prohibition notices
 - 5) for any part of the cost of any investigation or inquiry other than a solicitor's investigation restricted to a criminal charge as above defined
- iii) the Insured or any director or employee shall give to the Insurer immediate notice of any summons or other process served upon the Insured or any director or employee and of any event that may give rise to proceedings against the Insured or any director or employee.

10. Unsatisfied Court Judgments

In the event of a judgment for damages being obtained by any employee or the personal representatives of any employee in respect of bodily injury or disease of the employee caused during any Period of Insurance and arising out of and in the course of employment by the Insured in the Business against any company or individual operating from premises within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in any court situated in the aforesaid territories and remaining unsatisfied in whole or in part six months after the date of such judgment the Insurer will pay to the employee or the personal representative of the employee at the request of the Insured the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.

Provided always that:

- a) there is no appeal outstanding
- b) if any payment is made under the terms of this Extension the employee or the personal representatives of the employee shall assign the judgment to the Insurer.

11. Court Attendance costs

In the event of any of the undermentioned persons attending court as a witness at the request of the Insurer in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Insurer will provide compensation to the Insured at the following rates per day for each day on which attendance is required:

- a) any director or partner of the Insured £250
- b) any employee £100

12. Corporate Manslaughter and Corporate Homicide Act 2007

This Section extends to indemnify the Insured in respect of legal costs and expenses incurred with the Insurer's prior written consent in connection with the defence of any criminal proceedings (including any appeal against conviction arising from any such proceedings) brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the Period of Insurance and which relates to any event arising in the course of the Business involving bodily injury or disease which is or may be the subject of indemnity under this Section.

Provided always that:

- a) the Insurer's liability under this Extension will not exceed £5,000,000 in any one period of insurance. This limit will form part of and not be in addition to the limit of indemnity stated in the Schedule
- b) this Extension will only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- c) the Insurer must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of the Insured
- d) the Insured shall give to the Insurer immediate notice of any summons or other process served upon the Insured which may give rise to proceedings under this Extension
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) the Insurer will be under no liability:
 - i) where the Insured has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
 - ii) in respect of fines or penalties of any kind
 - iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder
 - iv) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this Extension indemnity would have been provided by such other source or insurance
- g) where the Insurer has already indemnified the Insured in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another section of this Policy the amount paid under that section will be taken into account in arriving at the Insurer's liability payable under this Extension.

Exclusions applicable to Section F

1. Work Offshore

This Section does not indemnify the Insured in respect of any claim for damages for bodily injury or disease caused during any Period of Insurance and sustained by any employee:

- a) on any offshore installation or support or accommodation vessel for any offshore installation; or
- b) in transit to from or between any offshore installation support or accommodation vessel for any offshore installation.

2. Motor

This Section does not cover liability for which compulsory motor insurance or security is required under road traffic legislation.

Provision applicable to Section F

1. Terrorism Limitation Clause

The limit of liability payable under this Section in respect of any claim against or by the Insured or series of claims against or by the Insured arising directly or indirectly from Terrorism shall be £5,000,000.

For the purposes of this Provision 'Terrorism' means:

- a) any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:
 - i) involves violence against one or more persons
 - ii) involves damage to property
 - iii) endangers life other than that of the person committing the action
 - iv) creates a risk to health or safety of the public or a section of the public
 - v) is designed to interfere with or to disrupt an electronic system
- b) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) above.

In any action or suit or other proceedings where the Insurer alleges that by reason of this Exclusion cover is not provided under this Policy the burden of proving that cover is provided under this Policy will be upon the Insured.

Section G – Public and Products Liability

Sub-section 1 Public Liability

The Insurer agrees to indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as compensation for:

- a) accidental death of or accidental Personal Injury to any person other than an Employee where such death or Personal Injury arises out of and in the course of the employment
- b) accidental loss of or accidental damage to material property
- c) accidental obstruction, accidental trespass, accidental nuisance, accidental interference with pedestrian, road, rail, air or waterborne traffic, accidental invasion of the right of privacy excluding any liability arising under Regulation (EU) 2016/679 (General Data Protection Regulation) or Data Protection Act 2018, or accidental interference with any right of air, light, water or way
- d) unlawful detention, imprisonment or arrest

occurring during the Period of Insurance within the Territorial Limits in connection with the Business of the Insured.

The liability of the Insurer under this Sub-section for all compensation payable by the Insured to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed the Limit(s) of Indemnity.

Exclusions applicable to Sub-section 1

The indemnity granted by this Sub-section shall not apply to or include:

- 1 liability arising from the ownership or possession or use by or on behalf of the Insured of any mechanically propelled vehicle or mobile plant
 - a) which is licensed for road use; or
 - b) for which compulsory motor insurance or security is required; or
 - c) which is more specifically insured

Provided always that this Exclusion shall not apply in respect of:

- i) liability not more specifically insured under any other policy arising during the act of loading or unloading mechanically propelled vehicles or mobile plant or the bringing to or the taking away of a load from such vehicle or such plant
 - ii) the use of any mechanically propelled vehicle or mobile plant solely as a tool of trade unless more specifically insured or unless compulsory motor insurance or security is required
 - iii) the unauthorised movement on the Insured's premises or contract site of any mechanically propelled vehicle or mobile plant unless more specifically insured or unless compulsory motor insurance or security is required
- 2 liability arising from the ownership or possession or use by or on behalf of the Insured of craft designed to travel through air or space or hovercraft
- 3 liability arising from Products after they have ceased to be in the custody or control of the Insured other than food or beverages for consumption on the premises of the Insured or at any other premises where the Insured is carrying on the Business
- 4 loss of or damage to that part of any property upon which the Insured or any servant or agent of the Insured is or has been working where the loss or damage is the direct result of such work
- 5 loss of or damage to property belonging to the Insured or held in trust by or borrowed, rented, leased or hired for use by the Insured but this Exclusion shall not apply to:
 - a) the personal effects (including vehicles and their contents) of directors, employees and visitors
 - b) buildings or their contents temporarily occupied by the Insured for the purpose of carrying out work therein or thereon
 - c) premises (or fixtures and fittings therein) hired, rented, leased or lent to the Insured other than such loss or damage if liability is assumed by the Insured under a tenancy or other agreement and would not have attached in the absence of such agreement

- 6 liability arising out of any trial or demonstration of any Vessel whilst afloat unless Extension 16 is stated in the Schedule to be operative
- 7 liability arising out of the delivery of a customer's Vessel, under the Vessel's own power, unless stated in the Schedule
- 8 liability arising out of towage or shifting other than of another Vessel
- 9 liability arising out of the towage or shifting of any Vessel while afloat outside a radius of five miles of the Premises stated in the Schedule unless stated in the Schedule
- 10 liability for loss of or damage to any Vessel whilst being transported by road outside a radius of five miles of the Premises stated in the Schedule unless otherwise stated in the Schedule
- 11 liability for loss of or damage to any Vessel under construction, in the course of assembly, during fit-out or at any time prior to sale or handing over
- 12 liability arising from the ownership or possession or use by or on behalf of the Insured of any power operated lift, elevator, hoist, crane, or mechanically propelled vehicle or trailer attached thereto unless stated in the Schedule
- 13 liability arising out of any salvage operation including associated towage
- 14 liability for loss of or damage to any trailer or craft kept thereon left in the custody or control of the Insured unless such trailer is immobilised and securely locked with an anti-theft device in addition to the normal method of attachment
- 15 liability for loss of or damage to any outboard motor attached to craft in the custody or control of the Insured unless such outboard motor is securely locked with an anti-theft device in addition to the normal method of attachment
- 16 liability arising from any activity involving persons being pulled by any Vessel
- 17 the first amount stated in the Schedule as the excess of compensation payable for loss of or damage to material property in respect of any one occurrence or all occurrences of a series arising out of one original cause.

Sub-section 2 Products Liability

- a) Accidental death of or accidental Personal Injury to any person other than an Employee where such death or Personal Injury arises out of and in the course of the employment
- b) accidental loss of or accidental damage to material property

occurring during the Period of Insurance within the Territorial Limits and caused by Products.

The liability of the Insurer under this Sub-section for all compensation payable by the Insured in respect of all such death or such Personal Injury and such loss of or such damage to such material property occurring during any one Period of Insurance shall not exceed the Limit(s) of Indemnity.

Exclusions applicable to Sub-section 2

The indemnity granted by this Sub-section shall not apply to or include:

- 1 replacing, reinstating, rectifying, recalling or guaranteeing the performance of any Products
- 2 liability arising from any Products:
 - a) which at the time of the contract of sale or supply are knowingly
 - i) sold or supplied for use in craft designed to travel through air or space
 - ii) exported to the United States of America or Canada
 - b) in the custody or control of the Insured.

Exclusions applicable to Section G

The indemnity granted by this Section shall not apply to or include:

- 1 liability in respect of liquidated damages or fines or penalties which attaches solely because of a contract or agreement
- 2 liability arising out of survey, inspection, condition report or valuation or professional advice given by the Insured for a fee or in circumstances where a fee would normally be charged
- 3 any Associated or Subsidiary Company of the Insured or Branch Office or Representative of the Insured with Power of Attorney domiciled elsewhere than in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

- 4 exemplary, vindictive or punitive damages awarded by any Court of Law outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- 5 liability directly or indirectly caused by, contributed to by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos fibres or derivatives
- 6 liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from or in connection with the Insured's use of or reliance upon or work carried out upon or sale or supply of any computer hardware or related information technology or communication system, any computer software, internet, intranet, website or similar facility, system or network and/or any electronic data or related information.

Provided always that:

- a) this exclusion shall not apply in respect of all sums which the Insured shall become legally liable to pay as compensation for:
 - i) physical bodily injury or disease
 - ii) physical loss of or physical damage to material property
- b) the Insurer's liability shall not exceed the Limit of Indemnity stated in the Schedule for any one occurrence or all occurrences of a series arising out of one original cause and in the aggregate in any one Period of Insurance and will be the maximum the Insurer will pay inclusive of all costs and expenses. This limit will form part of and not be in addition to the Limit of Indemnity stated in the Schedule.

This exclusion is not applicable to the indemnity provided by Extension 13 of this Section.

Extensions applicable to Section G

1. Legal Costs

In addition to the indemnity provided by Sub-sections 1 and 2 of this Policy the Insurer will indemnify the Insured in respect of all legal costs awarded to any claimant or incurred in the defence of any claim that is contested by or with the consent of the Insurer.

Provided always that in the event of the Insurer exercising their right under the Discharge of Liability (Clause No. 1) to pay to the Insured in connection with any claim or series of claims the amount of the Limit(s) of Indemnity (after deduction of sums already paid as compensation in respect of such claim or claims or other relevant claims) or any lesser amount for which such claim or claims can be settled the Insurer relinquish the conduct and control of and be under no further liability in connection with such claim or claims then the Insurer's liability for such legal costs is limited to those costs and expenses incurred prior to the time of such payment.

2. Additional Benefit

The Insurer will pay the costs incurred with their consent for:

- a) representation at any Coroner's Inquest or Fatal Inquiry in respect of any death
- b) defending in any Court of Summary Jurisdiction any proceedings in respect of any act or omission causing or relating to any event

which may be the subject of indemnity under this Section.

3. Health and Safety at Work etc. Act 1974 – Legal Defence Costs

The Insurer will indemnify the Insured or at the request of the Insured any director or Employee of the Insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the Health and Safety at Work etc. Act 1974 or the Health & Safety at Work (Northern Ireland) Order 1978 or any regulations made thereunder committed or alleged to have been committed during the Period of Insurance and which relates to any event arising in the course of the Business involving Personal Injury which is or may be the subject of indemnity under this Section including:

- a) costs of prosecution awarded against the Insured or any director or Employee of the Insured
- b) legal costs and expenses incurred with the consent of the Insurer in an appeal against conviction arising from such proceedings.

Provided always that the Insurer shall not be liable under this Extension for the payment of fines and penalties of any kind or the cost of appeal against improvement or prohibition notices.

4. Food Safety Act – Legal Defence Costs

The Insurer will indemnify the Insured or at the request of the Insured any director or Employee of the Insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of Food Safety Act 1990 or any regulations thereunder committed or alleged to have been committed during the Period of Insurance including legal costs and expenses incurred with the consent of the Insurer in an appeal against conviction arising from such proceedings.

Provided always that:

- a) the criminal proceedings relate to an offence committed in the course of the Insured's Business and which relates to any event involving Personal Injury or loss of or damage to material property which is or may be the subject of indemnity under this Section
- b) this Extension shall apply only to proceedings brought in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- c) the Insurer shall not be liable under this Extension:
 - i) where the Insured, director or Employee is insured by any other policy of insurance
 - ii) where the criminal proceedings are in respect of any deliberate or intentional criminal act or omission of the Insured, director or Employee
 - iii) in respect of legal costs and expenses which the Insured, director or Employee may be ordered to pay by a court of Criminal Jurisdiction in respect of the deliberate or intentional criminal act or omission of the Insured, director or Employee
 - iv) in respect of fines or penalties
 - v) for the cost of any investigation or inquiry other than a solicitor's investigation restricted to criminal proceedings as above defined
- d) the Insured, director or Employee shall give to the Insurer immediate notice of any summons or other process served upon the Insured, director or Employee and of any event that may give rise to proceedings against the Insured, director or Employee.

5. Personal Representatives

In the event of the death of the Insured the indemnity provided by this Section shall apply to any personal representative of the Insured in respect of liability incurred by the Insured.

Provided always that such personal representatives shall as though he were the Insured observe, fulfil and be subject to the terms, limitations and conditions of this Policy.

6. Indemnity to Directors and Employees

In the event of any claim in respect of which the Insured named in the Schedule hereto would be entitled to receive indemnity under this Section being brought or made against:

- a) any director or Employee of the Insured
- b) any officer, member or Employee of the Insured's social, sports or welfare organisations or first aid, security, fire or ambulance services

the Insurer will indemnify such person if the Insured so requests against such claim and/or any costs, charges and expenses in respect thereof.

Provided always that:

- i) such person is not entitled to indemnity under any other insurance
- ii) such person shall as though he were the Insured observe, fulfil and be subject to the terms, limitations and conditions of this Policy
- iii) the Insurer shall not be liable under this Extension unless the Insurer has the sole conduct and control of all claims.

7. Personal Liability Overseas

At the request of the Insured this Section shall apply to the personal liability:

- a) of any director or Employee of the Insured or any member of the family of such director or Employee accompanying such director or Employee during temporary visits anywhere in the world in connection with the Business of the Insured
- b) of any member of Sports and Social Clubs operating in connection with the Business of the Insured engaged in club activities.

Provided always that:

- i) this Extension shall not apply to liability more specifically insured under any other insurance
- ii) any person indemnified under this Extension shall as though he were the Insured observe, fulfil and be subject to the terms, limitations and conditions of this Policy
- iii) the Insurer shall not be liable under this Extension unless the Insurer has the sole conduct and control of all claims.

8. Indemnity to Principal

In the event of any claim in respect of which the Insured would be entitled to receive indemnity under this Section being brought or made against any Public or Local Authority or other Principal the Insurer will indemnify the said Public or Local Authority or other Principal against such claim and/or any costs, charges and expenses in respect thereof.

Provided always that the Insurer shall not be liable under this Extension unless the Insurer has the sole conduct and control of all claims.

9. Libel and Slander

The indemnity provided by Sub-section 1 of this Section extends to indemnify the Insured in respect of legal liability to pay compensation and claimants costs and expenses in respect of claims made against the Insured during the Period of Insurance arising from any act of libel or slander committed or uttered in good faith by the Insured during the Period of Insurance in the course of the Business.

Provided always that:

- a) the indemnity granted by this Extension shall apply solely to the Insured's in-house and trade publications
- b) the liability of the Insurer under this Extension shall not exceed £250,000 in any one Period of Insurance.

10. Defective Premises Act 1972

The Insurer will indemnify the Insured against liability at law incurred by the Insured under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises which have been disposed of by the Insured.

Provided always that the Insurer shall not be liable under this Extension:

- a) for the cost of remedying any defect or alleged defect in the said premises
- b) in respect of liability more specifically insured under any other insurance.

11. Cross Liabilities

Where this Policy is issued in the joint names of more than one party it will indemnify each party in the same manner as if a separate Policy had been issued to each of them.

12. Contingent Motor Liability (Non-Owned Vehicles)

The Insurer will indemnify the Insured named in the Schedule and no other for the purpose of this Extension in respect of legal liability for accidental death of or accidental Personal Injury to any person and/or accidental loss of or accidental damage to property as within defined arising out of the use of any motor vehicle not the property of nor provided by the Insured and being used in connection with the Business.

Provided always that the Insurer shall not be liable under this Extension:

- a) in respect of loss of or damage to such vehicle or to goods conveyed therein or thereon
- b) for accidental death of or accidental Personal Injury to any person and/or accidental loss of or accidental damage to material property arising whilst such vehicle is being driven by the Insured or by any person who to the knowledge of the Insured or his representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- c) in respect of liability more specifically insured under any other insurance
- d) in respect of liability arising outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

13. Data Protection

The Insurer will indemnify the Insured for legal costs and expenses incurred with the Insurer's prior consent, and all sums the Insured is required to pay as damages to an individual arising from proceedings brought against the Insured under:

- a) Sections 168 and 169 of the Data Protection Act 2018
- b) Article 82 of Regulation (EU) 2016/679 (General Data Protection Regulation).

Provided always that:

- i) the Insurer shall not be liable under this Extension for:
 - 1) fines, penalties, liquidated, punitive or exemplary damages
 - 2) the costs of notifying any person regarding loss of personal data
 - 3) the cost of replacing, reinstating, rectifying or erasing any personal data
 - 4) any deliberate or intentional criminal act or omission giving rise to any claim under this Extension committed by the Insured
- ii) the liability of the Insurer under this Extension shall not exceed £1,000,000 in any one Period of Insurance.

14. Court Attendance costs

In the event of any of the undermentioned persons attending court as a witness at the request of the Insurer in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Insurer will provide compensation to the Insured at the following rates per day for each day on which attendance is required:

- a) any director or partner of the Insured £250
- b) any employee £100

15. Consumer Protection Act 1987 – Legal Defence costs

The Insurer will indemnify the Insured or at the request of the Insured any director or Employee of the Insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of Part 11 of the Consumer Protection Act 1987 or any regulations made thereunder committed or alleged to have been committed during the Period of Insurance including legal costs and expenses incurred with the consent of the Insurer in an appeal against conviction arising from such proceedings.

Provided always that:

- a) the criminal proceedings relate to an offence committed in the course of the Insured's Business and which relates to any event involving Personal Injury or loss of or damage to material property which is or may be the subject of indemnity under this Section
- b) this Extension shall apply only to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- c) the Insurer shall not be liable under this Extension:
 - i) where the Insured, director or Employee is insured by any other policy of insurance
 - ii) where the criminal proceedings are in respect of any deliberate or intentional criminal act or omission of the Insured, director or Employee
 - iii) in respect of legal costs and expenses which the Insured, director or Employee may be ordered to pay by a court of Criminal Jurisdiction in respect of the deliberate or intentional criminal act or omission of the Insured, director or Employee
 - iv) in respect of fines or penalties
 - v) for the cost of any investigation or inquiry other than a solicitor's investigation restricted to criminal proceedings as above defined
 - vi) unless the Insurer has the sole conduct and control of all claims
- d) the Insured, director or Employee shall give to the Insurer immediate notice of any summons or other process served upon the Insured, director or Employee and of any event that may give rise to proceedings against the Insured, director or Employee.

16. Trials or Demonstrations of any Customer's Vessel

Applicable only where stated in the Schedule.

The Insurer will indemnify the Insured under Sub-sections 1a) and 1b) in respect of liability arising from any Vessel owned by a customer whilst on a trial trip or demonstration.

Provided always that such trial trips or demonstrations are carried out:

- a) within a radius of ten miles of the Premises stated in the Schedule or any other premises where the Insured is carrying on the Business within the Territorial Limits
- b) at a speed not exceeding forty five knots
- c) for periods not exceeding four hours any one trial or demonstration
- d) on Vessels not exceeding the length limit stated in the Schedule.

Provided always that:

- i) this Extension are subject to the terms, limitations and conditions of the Policy in so far as they can apply
- ii) the total liability of the Insurer to pay compensation shall not exceed the limit(s) of Indemnity.

17. Corporate Manslaughter and Corporate Homicide Act 2007

The Insurer will indemnify the Insured in respect of legal costs and expenses incurred with the Insurer's prior written consent in connection with the defence of any criminal proceedings (including any appeal against conviction arising from any such proceedings) brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man committed or alleged to have been committed during the Period of Insurance in the course of the Business and which relates to any event involving Personal Injury which is or may be the subject of indemnity under this Section.

Provided always that:

- a) the Insurer's liability under this Extension shall not exceed £5,000,000 in any one period of insurance or the limit of indemnity stated in the Schedule whichever is the lesser. This limit will form part of and not be in addition to the limit of indemnity stated in the Schedule
- b) this Extension shall apply only to proceedings brought in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- c) the Insurer must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of the Insured
- d) the Insured shall give to the Insurer immediate notice of any summons or other process served upon the Insured which may give rise to proceedings under this Extension
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) the Insurer will be under no liability:
 - i) where the Insured has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
 - ii) in respect of fines or penalties of any kind
 - iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:
 - 1) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder
 - 2) the Food Safety Act 1990 or any regulations made thereunder
 - 3) the Consumer Protection Act 1987 or any regulations made thereunder
 - iv) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this Extension indemnity would have been provided by such other source or insurance
- g) where the Insurer has already indemnified the Insured in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another section of this Policy the amount paid under that section will be taken into account in arriving at the Insurer's liability payable under this Extension.

18. Environmental Clean Up Costs

The Insurer will indemnify the Insured in respect of all sums including statutory debts that the Insured is legally liable to pay in respect of Clean Up Costs arising from environmental damage caused by Pollution or Contamination where such liability arises under an environmental directive, statute or statutory instrument.

Provided always that:

- a) liability arises from Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance. All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the same time such incident takes place
- b) the Insurer's liability under this Extension shall not exceed £1,000,000 for any one occurrence and in the aggregate in any one Period of Insurance and will be the maximum the Insurer will pay inclusive of all costs and expenses. This limit will form part of and not be in addition to the Limit of Indemnity stated in the Schedule
- c) immediate loss prevention or salvage action is taken and the appropriate authorities are notified
- d) the Insurer shall be under no liability:
 - i) in respect of Clean Up Costs for damage to the Insured's land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the Insured's care, custody or control
 - ii) for damage connected with pre-existing contaminated property
 - iii) for damage caused by a succession of several events where such individual event would not warrant immediate action
 - iv) in respect of removal of any risk of an adverse effect on human health on the Insured's land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the Insured's care, custody or control
 - v) in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences
 - vi) in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident
 - vii) for damage resulting from an alteration to subterranean stores of groundwater or to flow patterns
 - viii) in respect of costs for the reinstatement or reintroduction of flora or fauna
 - ix) for damage caused deliberately or intentionally by the Insured or where they have knowingly deviated from environmental protection rulings or where the Insured has knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which they are responsible
 - x) in respect of fines or penalties of any kind
 - xi) for damage caused by the ownership or operation on behalf of the Insured of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water
 - xii) for damage which is covered by a more specific insurance policy
 - xiii) for damage caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
 - xiv) for damage caused by disease in animals belonging to or kept or sold by the Insured.

19. Salvage sue and labour

The Insurer will indemnify the Insured in respect of Salvage Charges, costs or expenses incurred in preventing or minimising a loss insured under this Policy in respect of Insured Vessels.

Definitions applicable to Section G

1. Business

In addition to the business stated in the schedule the following activities shall be included:

- a) maintenance of property and premises owned or occupied by the Insured
- b) the provision and management of canteen, social, sports and welfare organisations for the benefit of Employees of the Insured
- c) first aid, security, fire and ambulance services
- d) private work carried out within the Territorial Limits by an Employee of the Insured for any director or senior executive of the Insured
- e) participation in exhibitions within the Territorial Limits.

2. Personal Injury

Personal injury shall mean bodily injury or disease.

3. Employee

Employee shall mean any person under a contract of service or apprenticeship with the Insured which shall be deemed to include:

- a) any labour master or labour only subcontractor or persons supplied by any of them
- b) self-employed persons
- c) persons under work experience schemes
- d) any person hired or borrowed by the Insured from another employer working for the Insured in connection with the business.

4. Territorial Limits

Territorial Limits shall mean:

Sub-section 1

- a) Anywhere within the limits of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- b) manual and non-manual work carried out during temporary visits anywhere in the world (other than the United States of America or Canada); and
- c) non-manual work carried out during temporary visits to the United States of America or Canada.

Sub-section 2

Anywhere in the world in respect of Products supplied in or from Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

5. Products

Products shall mean any commodities or goods or any thing (including packaging, containers and labels) sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by or on behalf of the Insured or any structure constructed, erected or installed or contract work executed by or on behalf of the Insured in the course of the Business of the Insured.

6. Clean Up Costs

Clean Up Costs shall mean:

- a) testing for or monitoring of Pollution or Contamination
- b) the costs of Remediation required by any Enforcing Authority to a standard reasonably achievable by the methods available at the time that such Remediation commences.

7. Remediation

Remediation shall mean remedying the effects of Pollution or Contamination including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

8. Enforcing Authority

Enforcing authority shall mean any government or statutory authority or body implementing or enforcing environmental protection legislation within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

9. Pollution or Contamination

Pollution or contamination shall mean:

- a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- b) all loss or damage or Personal Injury directly or indirectly caused by such pollution or contamination.

10. Vessel

Vessel shall mean any watercraft including its hull, machinery, boats, gear, equipment and ship's tools as would normally be sold with it.

11. Seaworthy

Seaworthy shall mean that the Vessel is constructed, fitted-out, manned and ready to be navigated in conditions which can reasonably be expected.

12. Salvage Charges

Salvage Charges shall mean charges which apply in maritime law to compensate a third party in the event of a successful salvage due to a voluntary act by that third party independent of any contract.

Clauses applicable to Section G

1. Discharge of Liability

The Insurer may at any time pay to the Insured in connection with any claim or series of claims the amount of the Limit(s) of Indemnity (after deduction of sums already paid as compensation in respect of such claim or claims or other relevant claims) or any lesser amount for which such claim or claims can be settled and upon such payment being made the Insurer relinquish the conduct and control of and be under no further liability in connection with such claim or claims other than the payment of costs and expenses incurred prior to the time of such payment.

2. Moorings Clause

All moorings must be thoroughly examined at least once a year and a full record of such inspections prepared and made available on request.

3. Pollution Clause

This Section excludes all liability in respect of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

4. Surveys and Inspections Clause

The Insurer may at any time through a duly authorised representative examine the premises, and the Insured shall be bound to give them every facility for so doing. In the event that such examination shall identify any defect or deficiency the Insurer shall notify the Insured of the particulars of such defect or deficiency and shall give the Insured a specified time in which to remedy the same.

5. Terms of Business Clause

Any estimate, tender, indemnity, agreement, contract and acceptance whether verbal or in writing given, prepared or issued by the Insured shall incorporate or draw attention to the terms of business currently sponsored by the British Marine Federation or other such Terms of Business as may have been approved by the Insurer.

6. Terrorism Limitation Clause

The limit of liability payable under this Section in respect of any claim against or by the Insured or series of claims against or by the Insured arising directly or indirectly from Terrorism shall be £5,000,000.

For the purposes of this Provision 'Terrorism' means:

- a) any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:
 - i) involves violence against one or more persons
 - ii) involves damage to property
 - iii) endangers life other than that of the person committing the action
 - iv) creates a risk to health or safety of the public or a section of the public
 - v) is designed to interfere with or to disrupt an electronic system
- b) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) above.

In any action or suit or other proceedings where the Insurer alleges that by reason of this Exclusion cover is not provided under this Policy the burden of proving that cover is provided under this Policy will be upon the Insured.

7. Use of Heat Clause

It is a condition precedent to the liability of the Insurer under this Section that the following precautions are complied with on each occasion of the use or application of heat (as defined below) by or on behalf of the Insured taking place elsewhere than on the Insured's own premises.

For the purposes of this Clause the use or application of heat is defined as: the application of heat by means of electric oxyacetylene or other welding or cutting equipment or angle grinders, blow lamps, blow torches, hot air guns or hot air strippers.

For cover to be effective:

- a) The area in the immediate vicinity of the work (including in the case of work carried out on one side of a hull, bulkhead, deck, floor, wall or partition, the opposite side of the hull, bulkhead, deck, floor, wall or partition) must be cleared of all loose combustible material; other combustible material must be covered by sand or over-lapping sheets or screens of non-combustible material.
- b) At least two adequate and appropriate portable fire extinguishers, in proper working order, must be kept in the immediate area of the work being undertaken and used immediately smoke or smouldering or flames are detected.
- c) A fire safety check of the working area must be made approximately 60 minutes after the completion of each period of work and immediate steps taken to extinguish any smouldering or flames discovered.
- d) Blow lamps and blow torches must be filled in the open and must not be lit until immediately before use and must be extinguished immediately after use.
- e) A person must be appointed by the Insured to act as an observer to watch for signs of smoke or smouldering or flames.

Sub-paragraph e) does not apply to the application of heat by means of blow lamps, blow torches, hot air guns or hot air strippers.

Use of asphalt, bitumen, tar, pitch or lead heaters

The heating must be carried out in the open in a vessel designed for the purpose and, if carried out on a roof, the vessel must be placed on a non-combustible heat insulating base.

Endorsements

Applicable only where stated in the Schedule.

1. Annual Programme of Events Condition

It is a condition of this Section that the Insured's annual programme of events be forwarded to the Insurer prior to each renewal.

2. Bonfire and Firework Party Condition

It is a condition precedent to all liability of the Insurer that the Insured:

- a) advises the Insurer of any bonfire or firework party organised by the Insured not less than 14 days before the event
- b) comply with all relevant statutory requirements, manufacturers' recommendations and other regulations relating to the use of fireworks, or any other pyrotechnics
- c) adheres to HSE guidelines for the organisers of bonfire and fireworks parties
- d) require any independent stall holder, exhibitor, contractor or supplier engaged at, or for the event to hold relevant third party liability insurance for the duration of said event and to obtain confirmation such insurance is in place.

The Insurer will not pay any claim where the Insured's failure to comply with these conditions caused or worsened the Insurer's liability.

3. Buoyancy Aid Condition

It is a condition precedent to the Insurer's liability that a buoyancy aid is worn by any person using a Vessel.

4. Kill-cord Condition

It is a condition precedent to the Insurer's liability that the kill-cord, if fitted to any Vessel, is used whilst the Vessel is in operation.

5. Member to Member Extension

The Insurer will indemnify any officer or member of the Insured in respect of their legal liability to any other officer or member arising out of their activities as a club member, but excluding any liability arising out of the use or navigation of any watercraft not covered under Section H.

Provided always that:

- a) such person is not entitled to indemnity under any other insurance
- b) such person shall as though they were the Insured observe, fulfil and be subject to the terms, limitations and conditions of this Policy
- c) the Insurer shall not be liable under this Extension unless the Insurer has the sole conduct and control of all claims.

6. Rescue Craft Condition

It is a condition precedent to the Insurer's liability that a rescue Vessel is on the water and in attendance at all times when any other Vessel is in use.

7. Royal Yachting Association (RYA) and Adventure Activity Licensing Authority (AALA) Condition

It is a condition precedent to the Insurer's liability that the Insured is RYA approved and licensed under the AALA regulations.

8. Royal Yachting Association (RYA) Condition

It is a condition precedent to the Insurer's liability that the Insured is RYA approved.

9. Skipper Condition

It is a condition precedent to the Insurer's liability a director or employee of the Insured with a minimum of 3 years experience of skippering a similar vessel on board and in charge whilst the Vessel is in use.

10. Watercraft Exclusion

This Section excludes liability arising from the ownership or use of any watercraft not insured under Section H.

Section H – Marine Hull Material Damage

In the event of accidental loss or damage to the Vessel during the Period of Insurance within the Territorial Limits whilst being used for the Permitted Use the Insurer will pay to the Insured:

- a) in the event of a Total Loss or constructive Total Loss either the Agreed Value of the Vessel or provide a replacement Vessel of a similar age, size and type even if the appearance and condition of the Vessel is not the same
- b) in the event of loss of or damage to outboard motors and unspecified boats, the maximum amount payable shall be the market value of the item at the time of loss or damage.

Provided always that the Insurer shall pay no more than the Sum Insured indicated in the Schedule.

No deduction in respect of new material replacing old will be made except in respect of sails, protective covers, canopies and side screens, running rigging, batteries, outboard motors and unspecified boats or items identified as obsolete or for which parts or a replacement are no longer available or legally compliant.

The amount payable in respect of claims for unrepaired damage shall be the reduction in the market value of the Vessel at the time of the damage, but not exceeding the reasonable cost of repair or replacement. In no case shall the Insurer be liable for unrepaired damage in the event of a subsequent Total Loss.

Definitions

1. Agreed Value

Agreed value shall mean the amount stated in the Schedule as the Sum Insured which represents the value of the Vessel as declared by the Insured and agreed by the Insurer.

2. In Commission

In commission shall mean when the Vessel is fitted out and ready for use.

3. Laid Up Out of Commission

Laid up out of commission shall mean when the Vessel is not fitted out or available for use.

4. Machinery

Machinery shall mean the Vessel's motors, electrical machinery, gear and equipment, batteries and their connections, (but not shaft and propeller).

5. Total Loss

Total loss shall mean when the Vessel is irretrievably lost or destroyed. A constructive Total Loss is when the cost of replacement or repair exceeds the Sum Insured.

6. Vessel

Vessel shall mean any watercraft as described in the Schedule including its hull, machinery, boats, gear, equipment and ship's tools such as would normally be sold with the craft including any additional items stated in the Schedule.

7. Salvage Charges

Salvage Charges shall mean charges which apply in maritime law to compensate a third party in the event of a successful salvage due to a voluntary act by that third party independent of any contract.

8. Seaworthy

Seaworthy shall mean that the Vessel is constructed, fitted-out, manned and ready to be navigated in conditions which can reasonably be expected.

9. Territorial Limits

Territorial limits shall mean the Territorial Limits stated in the Schedule.

10. Permitted Use

Permitted Use shall mean the Permitted Use stated in the Schedule.

Exclusions applicable to Section H

Section H does not cover:

- 1 the cost of replacing, repairing or renewing a defective part of the Vessel
- 2 the cost of making good any defect in repair, maintenance or alteration work carried out for the account of the Insured resulting from either negligence or breach of contract
- 3 the cost of remedying a fault or error in design or construction or attributable to betterment or alteration in design or construction
- 4 theft of the entire Vessel or any trailer if not immobilised or fitted with an anti-theft device whilst left unattended
- 5 theft of any outboard motor if not securely locked with an anti-theft device in addition to its normal method of attachment
- 6 theft of machinery including outboard motors, gear and equipment not involving forcible entry into the Vessel or place of storage or following forcible removal of fixed gear and equipment from the exterior of the Vessel
- 7 loss or damage arising from electrolysis or osmosis
- 8 loss or damage arising from the failure, fault, short circuit or breakdown of Machinery
- 9 loss or damage arising from frost damage to Machinery unless manufacturers recommendations have been complied with
- 10 loss or damage to a jet drive or jet propulsion unit, as a result of ingestion of an underwater or floating object
- 11 loss or damage to Machinery as a result of gradual incursion of water into the Vessel unless following physical damage to the Vessel resulting from impact
- 12 loss or damage to Machinery resulting from water gradually escaping from any fixed pipe appliance or pipe
- 13 loss or damage in respect of fire or explosion where the Vessel is fitted with inboard machinery and the maximum design speed exceeds 20 m.p.h. or 17 knots unless it is equipped with automatic fire extinguishing apparatus in the engine compartment
- 14 loss or damage to sails, protective covers, canopies and side screens split by the wind or blown away unless as a result of the Vessel stranding or being in contact with any external substance (including ice) other than water or as a result of damage to spars to which sails are bent
- 15 loss or damage to consumable stores, the Vessel's own moorings or fishing gear, or cargo
- 16 wear and tear, deterioration from use or gradual deterioration
- 17 depreciation, or loss in value following repair
- 18 the Vessel's boat not permanently marked with an identifiable mark
- 19 loss or damage to the Vessel caused by or arising from the Vessel not being Seaworthy
- 20 loss or damage to the Vessel whilst being transported as either marine or air cargo
- 21 loss, damage or expense caused by:
 - a) war, civil war, revolution, rebellion, insurrection or civil strife arising therefrom, or any hostile act by or against a belligerent power
 - b) capture, seizure, arrest, restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat
 - c) derelict mines, torpedoes, bombs or other derelict weapons of war
 - d) in no case shall this insurance cover loss, damage or expense:
 - i) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
 - ii) resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
 - iii) caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
 - iv) caused by any person acting from a political, ideological or religious motive
- 22 loss, damage, liability or expense directly or indirectly caused by or arising from acts of recklessness or wilful misconduct by the Insured or other persons in control of the Vessel including, but not limited to, conduct when under the influence of alcohol or drugs

Extensions applicable to Section H

1. Grounding

This insurance covers reasonable costs necessarily incurred in inspecting the Vessel following grounding even if no damage is found.

2. Pollution hazard

This insurance includes loss or damage to the Vessel directly caused by any governmental authority acting under the powers vested in them to prevent or mitigate a pollution hazard, or threat thereof, resulting directly from damage to the Vessel for which the Insurer is liable under this Section, provided such act of governmental authority has not resulted from want of due diligence by the Insured, the owners or managers of the Vessel or any of them to prevent or mitigate such hazard or threat. Masters, officers, crew or pilots will not to be considered owners within the meaning of this Extension should they hold shares in the Vessel.

Clauses applicable to Section H

1. Excess clause

The Insured has agreed to bear the first loss up to the amount stated in the Schedule in respect of each claim except in the case of Total Loss of the Vessel.

2. Sistership clause

Should the Vessel come into collision with or receive salvage services from another Vessel belonging wholly or in part to the Insured or under the same management, the Insured shall have the same rights under this Policy as the Insured would have were the other Vessel entirely the property of owners not interested in the Vessel; but in such cases the liability for the collision or the amount payable for the services rendered shall be referred to a sole arbitrator to be agreed upon between the Insurer and the Insured.

Endorsements

The following endorsements are applicable to Sections H where stated in the Schedule.

1. War extension

This Policy extends to include cover for loss, damage or expense caused by:

- a) war, civil war, conflict or commotion
- b) capture, seizure, arrest, restraint, detainment, confiscation, expropriation and the resulting consequences.

Provided always that this Policy does not cover:

- i) loss or damage arising from outbreak of war between any of the following:
 - 1) United States of America
 - 2) United Kingdom
 - 3) France
 - 4) the Russian Federation
 - 5) the People's Republic of China
- ii) loss or damage whilst the Vessel is in the territorial waters of the countries listed on our War and Strikes Areas of Exclusion Notice
- iii) hostile detonation of an atomic or nuclear weapon
- iv) loss or damage whilst the Vessel is ashore.

The Insurer may cancel this cover by giving 7 days notice. The Insured may cancel this cover by giving 7 days notice. The Insurer may reinstate the cover providing the Insurer and the Insured agree on a revised premium and the conditions of the cover offered.

2. Frost cover

This insurance includes loss or damage to the Vessel's machinery caused by frost, subject to all reasonable precautions being taken to safeguard the machinery.

3. Road transit

This insurance includes road, rail or transit on a 'roll-on, roll-off' vehicle ferry within the limits of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man including loading and unloading but excluding scratching, bruising, denting and claims for repainting.

4. Machinery damage extension

This insurance shall cover loss or damage to Machinery caused by:

- a) latent defects in the Machinery but excluding the cost of replacing or repairing a defective part
- b) the negligence of any person whatsoever, but excluding the cost of making good any defect resulting from either negligence or breach of contract in respect of any repair or alteration work carried out at the expense of the Insured or in respect of the maintenance of the Vessel.

Providing always that the Machinery is:

- i) regularly maintained within the original manufacturer's guidelines or an independent marine engineer
- ii) evidence of servicing and repair is verifiable and can be provided on request to the Insurer.

The Policy Excess is doubled in respect of this Extension.

5. Strikes extension

This insurance shall cover loss, or damage or expense:

- a) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- b) resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
- c) caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
- d) caused by any person acting from a political, ideological or religious motive.

6. Loss of income

If during the currency of this Policy the Vessel becomes damaged under Section H so as to be unfit for normal charter usage, the Insurer agrees to indemnify the Insured for such loss of charter usage until the Vessel is repaired or replaced subject to the following indemnity limits not being exceeded:

£1,000 loss of charter fees payable per week up to a maximum of £10,000 arising out of any one occurrence up to 10 weeks but excluding the first 14 days.

Provided always that:

- a) no claim is to attach in respect of booking during which the loss occurs payments shall only be made under this clause in respect of proven bookings made in respect of the Vessel, which is the subject of the claim, prior to such loss or damage occurring
- b) the Insured shall take all responsible practicable steps to minimise the period in which the Vessel so lost or damaged is not available for hire and shall arrange repairs to the Vessel or replacement of the Vessel as soon as possible
- c) all vessels built, hired or chartered by the Insured following the accident or occurrence to be deemed replacement vessel
- d) in the event of the vessel being hired or chartered by the insured following a loss under this Extension the Insurer will indemnify the Insured for any additional costs incurred
- e) the Insurer has the sole conduct and control of all claims covered by this Extension.

7. Loss of income following total loss

If during the currency of this Policy the within Insured Vessel becomes a Total Loss a sum not more than 10% of the Total Sum Insured will become payable in addition to the sum insured shown in the schedule.

8. Skipper requirement

It is a condition precedent to all liability of the Insurer that a director or employee of the Insured with a minimum of 3 years experience of skippering a similar vessel is on board and in charge whilst the Vessel is in use.

9. Outboard retaining clamps

Exclusion 5 is amended to read as follows:

This Policy excludes theft of any outboard motor if attached to the Vessel unless it is securely locked with a purpose manufactured anti-theft device which prevents retaining bolts/clamps being undone in addition to its normal method of attachment.

10. Trailer wheel clamp

Exclusion 4 is amended to read as follows:

This Policy excludes theft of the entire Vessel or any trailer if insured hereunder unless the trailer is fitted with and securely locked with a purpose manufactured wheel clamp whilst left unattended.

11. Increased excess for underwater gear

It is agreed that the excess is doubled in respect of claims for loss or damage to the Vessel's propulsion, stability and steering equipment that is under the water.

12. Reduced excess

It is agreed that the excess is reduced to £150 in respect of claims for loss or damage to any outboard motor or Vessel's boat.

13. Trials and demonstrations

This insurance includes trials or demonstrations to prospective purchasers within the Territorial Limits.

14. Vessel security ashore

It is a condition precedent to all liability of the Insurer that Vessels are kept ashore in a locked building or compound when not in use.

15. Vessel laid up ashore

It is a condition precedent to all liability of the Insurer that Vessels are laid up ashore when not in use.

16. Crew repatriation, salary and personal effects

The Insurer will indemnify the Insured in respect of claims arising from the Insured's interest in the Vessel in respect of:

- a) repatriation costs of the Vessel's crew up to a maximum of £5,000 per crew member
- b) up to two months salary of the Vessel's crew up to £6,000 anyone crew member
- c) personal effects of the Vessel's crew up to £1,000
- d) medical expenses of the Vessels crew of no greater than £1,000.

Provided always that:

- i) the aggregate indemnity any one period of insurance does not exceed £50,000
- ii) the Vessel is a Total Loss at the time of the claim
- iii) the crew member is employed by the Insured, on the Vessel, at the time of the Total Loss.

17. Racing risks extension

Definition

Sails and Rigging

Sails and Rigging shall mean the Vessel's sails, masts and spars and standing and running rigging including fittings.

This insurance includes the replacement cost of the Sails and Rigging following loss or damage whilst the Vessel is racing.

Provided always that:

- a) loss or damage is covered by this Policy
- b) the value of the Sails and Rigging shall not exceed 50% of the Insured value of the Vessel or as stated in the Schedule
- c) no deduction in respect of new material replacing old will be made
- d) this Extension shall exclude one third of the value of the Sails and Rigging after deduction of the Policy Excess.

18. Indemnity to hirer – inland hire

The Insurer will provide Indemnity to any person using any Vessel with the permission of the Insured, provided always that:

- a) such person is not entitled to indemnity under any other insurance
- b) such person shall as though they were the Insured observe, fulfil and be subject to the terms, limitations and conditions of this Policy.

Conditions applicable to this Extension

1 Non-invalidity

This Policy will not be prejudiced by the actions of any hirer or user of the Vessel providing this has occurred without the knowledge or consent of the Insured who upon becoming aware of these actions immediately informs the Insurer and takes steps to avoid a reoccurrence.

2 Handover procedure

It is a condition of this Extension that the Insured undertakes the Association of Pleasure Craft Operators (APCO) hire boat handover programme or similar to the hirers of the Vessel, prior to commencement of such period of hire.

19. Hired-in equipment

This insurance covers loss or damage to equipment not owned by the Insured but installed for use on the Vessel and for which the Insured has assumed contractual liability, whether such equipment be in the nature of aids to navigation or communication or otherwise and where such loss or damage is covered by this Insurance.

Providing always that:

- a) in no event shall the liability of the Insurer exceed agreed contractual value of the equipment or its replacement market value
- b) all such equipment shall be included in the insured value of the Vessel
- c) the maximum indemnity provided under this Extension shall not exceed £50,000 anyone item of equipment.

20. Loss of hire – passenger vessels

In the event of the Vessel which is licensed to carry fare paying passengers becoming unfit for normal use as a result of an insured loss, this Insurance will pay additionally per day a sum which is 1/365 of an amount equal to 20% of the insured value of the Vessel concerned as shown in the Schedule.

Provided always that:

- a) no payment shall be made in respect of the first 14 days after the occurrence of the loss or damage giving rise to a claim under this Extension
- b) no payment shall be made in respect of periods out of service between 1st November and 31st March inclusive, unless specially agreed by the Insurer
- c) no payment shall be made for any period which this Insurance does not remain in force
- d) in the event of Vessels being hired to meet commitments, the cost of such hiring or of necessary temporary repairs to the insured Vessel shall be recoverable as a claim hereunder in lieu of and not exceeding the amount of the daily loss of use payment
- e) payment under this Clause shall be limited to a total of 90 days
- f) the Insured shall take all reasonable steps to minimise any loss under this Extension and shall arrange repairs and/or replacement as soon as possible
- g) no payment shall be made in the event of the Actual Total Loss of the Vessel, or where the agreed value of the Vessel is paid owing to the reasonable costs of recovery and/or repair exceeding the sum insured shown against the Vessel in the Schedule.

21. Stock extension

Section H extends to cover stock of food, alcoholic and other beverages and tobacco products on board the Vessel, being the property of the Insured, up to the amount(s) shown in the Schedule but limited to loss or damage caused by fire, lightning, explosion and theft following violent and forcible entry into locked store on board the insured Vessel and Total Loss following Total Loss of the Vessel by an event covered by this policy.

22. Rebate premium

A rebate of 7.5% of the Gross Premium charged for the 12 months period of this Policy shall be allowed on expiry subject to:

- a) the insurance being renewed by the Insurer for a further 12 months from the expiry date subject to terms and conditions as may be agreed between the Insured and the Insurer
- b) the claims paid and outstanding as notified as occurring during the 12 months period not exceeding 40% of Gross Premiums charged during that period
- c) in the event of unquantified claims remaining at renewal date the Insurer reserves the right to withhold the rebate until such time as the likely claim cost is known.

23. Financial interest

The following company holds an interest in the Vessel.

24. Crew personal accident

It is agreed that benefits in accordance with the Schedule of compensation below will be paid if at any time during the period of insurance a member of the crew of the Vessel whilst on board the Vessel shall sustain bodily injury caused by accidental violent and visible means which shall solely and independently of any other cause within 12 months from the date of the accident result in his/her:

Death	£25,000
Loss of One or More Limbs by Physical Separation at or Above the Wrist or Ankle	£25,000
Total and Irrecoverable Loss of Sight of One or Both Eyes	£25,000

25. Towcon conditions of towage

It is a condition of this Policy that the towage is undertaken as per the TOWCON conditions of towage.

26. Towage exclusion – the towed vessel

This Policy excludes liability to and of the towed vessel.

27. Exhibition cover

This insurance includes any Vessel owned by the Insured whilst on exhibition within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and in transit thereto and therefrom. This insurance excludes scratching, bruising, denting and claims for repainting occurring in transit or during loading or unloading.

28. Delivery voyages

This insurance includes the delivery of the Vessel by water, under the Vessel's own power, within the Territorial Limits.

29. Private and pleasure use by directors

This insurance includes private pleasure use of Vessels by directors of the Insured and senior employees with the permission of the Insured.

Section I – Defective Title of Vessels

The Insurer will indemnify the Insured if there is not good title to any Vessel in respect of:

- a) the reasonable expected sale price of any Vessel owned by the Insured and not sold
- b) the sale price of any Vessel that the Insured has sold
- c) the commission or fee received in the case of any Vessel that the Insured has sold for which the Insured has acted as an agent

if either:

- i) the true owner proves a valid claim for the return of the Vessel or its value; or
- ii) the purchaser proves a valid claim for damages

during the Period of Insurance within the Territorial Limits provided always that the liability of the Insurer shall not exceed in respect of any one claim the purchase price of the Vessel or the Sum Insured stated in the Schedule whichever is the lesser nor in the aggregate in respect of all claims during the Period of Insurance the Sum Insured stated in the Schedule.

Definitions

1. Territorial Limits

Territorial Limits shall mean anywhere in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

2. Vessel

Vessel shall mean any watercraft including its hull, machinery, boats, gear, equipment and ship's tools that would normally be sold with it.

Warranty

1. Bill of Sale and Finance Agreements

Warranted that the Insured will obtain the relevant bill of sale and establish details of any finance agreement affecting any Vessel and ensure it is discharged.

Conditions

1. Record Keeping

The Insured will keep accurate written records of the purchase transaction for any second hand Vessel.

2. Payments

Payment for any Vessel purchased or allowances for part exchange, given by the Insured, must be by cheque, banker's draft or money transfer or by credit given by the Insured against a new purchase.

3. Ownership Declaration

The Insured will obtain from the vendor of any Vessel, prior to purchasing or agreeing to purchase it, a signed declaration that the vendor is the true owner and that there are no outstanding charges on the Vessel.

Clause

1. Excess Clause

The Insured shall bear the amount shown in the Schedule in respect of each claim.

General Exclusions

This Policy does not cover:

1. Riots and civil commotion

any loss, damage or liability caused by or happening through riot or civil commotion outside the United Kingdom;

2. Communicable diseases

any loss, damage, liability, claim cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from arising out of, or in connection with the following:

- a) A Communicable Disease, or
- b) the fear or threat (whether actual or perceived of a Communicable Disease.)
regardless of any other cause or event contributing concurrently or in any other sequence thereto

The exclusion does not however apply to the following:

- i) damage which results from a Defined Peril but excluding the acts of malicious persons who maliciously, deliberately or recklessly cause any substance or agent capable of causing a Communicable Disease to come into contact with the premises or property of any person or entity or cause or attempts to cause another person or persons to contract a Communicable Disease
- ii) Section G - Public and products liability in respect of
 - 1) food or drink poisoning, or
 - 2) Legionnaires' disease (if specifically covered by an endorsement applied to this Policy but only to the extent of cover expressly stated as being provided under the endorsement)

Definitions

For the purpose of this exclusion, the following special meanings shall apply:

'Communicable Disease' shall mean any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid liquid or gas or between organisms; and
- c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property

'Defined peril' shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft, or attempted theft, earthquake, subterranean fire, storm, tempest, flood, escape or water from any tank apparatus or pipe, impact by an vehicle or by good falling therefrom or animal.

3. Date Related Performance and Functionality

Not applicable to Section F.

loss, destruction or damage, additional expenditure or extra expenses, legal liability or other fees, costs, disbursements, awards or other expenses of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:

- a) the way in which any Data Processing System responds to or deals with or fails to respond to or fails to deal with any true calendar date
- b) any Data Processing System responding to or dealing in any way with:
 - i) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
 - ii) any data not denoting a calendar date or dates as if such data denoted a calendar date or dates

whether such Data Processing System is the property of the Insured or not but in respect of all insurances other than Public Liability or Products Liability this shall not exclude subsequent DAMAGE or CONSEQUENTIAL LOSS not otherwise excluded which itself results from a Defined Peril

Definitions

For the purposes of this Exclusion, the following special meanings shall apply:

'Data Processing System' shall mean any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

'Defined Peril' shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, earthquake, subterranean fire, storm, tempest, flood, escape of water from any tank apparatus or pipe, impact by any vehicle or by goods falling therefrom or animal.

4. Property Cyber and Data

- a) notwithstanding any provision to the contrary within this Policy or any endorsement thereto, any:
 - i) Cyber Loss, unless subject to the provisions of paragraph b)
 - ii) loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph c)regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- b) Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy and any Time Element Loss directly resulting therefrom, caused by any ensuing fire or explosion which directly results from a Cyber Loss
- c) Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from backup or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced, or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered, or assembled.
- d) In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- e) This exclusion supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording

Definitions

For the purposes of this exclusion, the following special meanings shall apply:

'Computer System' shall mean any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or backup facility, owned or operated by the Insured or any other party.

'Cyber Act' shall mean an unauthorised, malicious, or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

'Cyber Incident' shall mean:

- a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

'Cyber Loss' shall mean any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

'Data' shall mean information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

'Data Processing Media' shall mean any property insured by this Policy on which Data can be stored but not the Data itself.

'Time Element Loss' shall mean business interruption or any other consequential losses as insured under this Policy following a physical loss or damage to property insured under this Policy, but this shall not include any Contingent Business Interruption losses resulting from physical loss or damage to property not insured under this Policy.

5. Nuclear and War Risks, Government or Public Authority Order and Sonic Bangs

death, injury, disablement or loss or destruction of or damage to any property or any loss or expense resulting or arising therefrom or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations or contamination by radioactivity from any irradiated fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component
 - c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes
 - e)
 - i) war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war, rebellion, revolution, insurrection, military or usurped power
 - ii) nationalisation, confiscation, requisition, seizure or destruction by any government or public authority
 - f) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
- a), b), c) and d) will not apply to Section F except where the Insured has undertaken under a contract or agreement either to indemnify another party or to assume the liability of another party in respect of such injury.
- e) and f) will not apply to Sections F or H

Definitions

For the purposes of this General Exclusion the following special meanings shall apply:

'Nuclear Installation' shall mean any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for:

- a) the production or use of atomic energy
- b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation
- c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the production or use of nuclear fuel.

'Nuclear Reactor' shall mean any plant including any machinery, equipment or appliance whether affixed to land or not designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

6. Terrorism

Applicable to Sections A, B1, B2, B3, C, D and E only.

any loss, damage, liability, cost or expenses of whatsoever nature directly or indirectly caused or caused by or happening through or in connection with any act of Terrorism.

In any action, suit or other proceedings where the Insurer alleges that by reason of this general exclusion cover is not provided under this Policy the burden of proving that such DAMAGE or CONSEQUENTIAL LOSS is covered shall be upon the Insured

Definition

For the purposes of this General Exclusion the following special meaning shall apply:

'Terrorism' shall mean:

- a) in respect of any occurrence in England including the Channel Tunnel up to the frontier with the Republic of France as set out by the Treaty of Canterbury 1986, Wales, Scotland and Northern Ireland the Isle of Man and Channel Islands but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987, the Territorial Sea Act 1987 (Isle of Man) Order 1991, the Territorial Sea Act 1987 (Jersey) Order 1997 and Territorial Sea Act 1987 (Jersey) (Amendment) Order 2002:

acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto
- b) in respect of any occurrence elsewhere than as described in a) above:

any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:
 - i) involves violence against one or more persons
 - ii) involves damage to property
 - iii) endangers life other than that of the person committing the action
 - iv) creates a risk to health or safety of the public or a section of the public
 - v) is designed to interfere with or to disrupt an electronic system
- c) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) or b) above.

General Conditions

The following conditions apply to the whole policy except Section K – Legal expenses, except where stated otherwise below. Other special conditions that may be applicable to a section of cover will be set out in the section of cover.

1. Alteration

The Insured must notify the Insurer as soon as possible during the Period of Insurance if there is any change in circumstances which materially increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change the Insurer will be entitled to vary the premium and terms for the rest of the Period of Insurance. If the changes make the risk unacceptable to the Insurer then the Insurer may no longer be able to provide the Insured with cover.

If the Insured does not notify the Insurer of any such change this Policy may be affected in one or more of the following ways depending on what the Insurer would have done had the Insurer known about the change in circumstances:

- a) if the Insurer would not have continued to provide the Insured with any cover the Insurer may treat this Policy as if it did not exist from the date of the change in circumstances; or
- b) if the Insurer would have applied different terms to the cover the Insurer may treat this Policy as if those different terms applied from the date of the change in circumstances; and/or
- c) if the Insurer would have charged the Insured a higher premium for providing the cover the Insurer will charge the Insured the additional premium which the Insured must pay in full.

2. Arbitration

If the Insurer admits liability for a claim but there is a dispute as to the amount to be paid the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by the Insured and the Insurer in accordance with the law at the time. The Insured may not take any legal action against the Insurer over the dispute before the arbitrator has reached a decision.

3. Authorised Persons

Applicable to Sections G and H only.

It is a condition of this Policy that the use of the Vessel is restricted to the Insured's appointed skipper or other persons authorised to operate the Vessel on behalf of the Insured other than whilst being loaned, hired, or chartered, unless otherwise stated in the Schedule.

4. Cancellation

a) Cancellation by the Insured:

If the Insured decides the Policy does not meet their requirements, they should inform the Insurer (or the Insured's broker or insurance intermediary) within 14 days of receiving it (or for renewals, within 14 days of the Policy renewal date).

The Insurer will apply a premium on a pro rata basis for the time the Insured has been on cover and any remaining balance of premium the Insured has paid will be refunded.

If the Policy is cancelled at any other time the Insurer will apply a premium on a pro rata basis for the time the Insured has been on cover and any remaining balance of premium the Insured has paid will be refunded to the Insured.

The Insurer will not refund any premium if the Insurer has paid a claim or one is outstanding when the Policy is cancelled (in the same period of insurance). Where a claim is submitted after the Policy has been cancelled the Insurer will deduct the amount of any premium returned to the Insured following the cancellation from any claim payment the Insurer may make. The full annual premium remains payable regardless of the payment method used.

b) Cancellation by the Insurer:

The Insurer has the right to cancel this Policy by giving the Insured 14 days' notice in writing to the Insured's last known address.

The Insured will be entitled to a pro rata refund of any remaining balance of premium paid from the date of cancellation.

The Insurer will not refund any premium if they have paid a claim or one is outstanding when the Policy is cancelled (in the same period of insurance). Where a claim is submitted after the Policy has been cancelled the Insured will deduct the amount of any premium returned to the Insured following the cancellation from any claim payment the Insurer may make. The full annual premium remains payable regardless of the payment method used.

c) Cancellation due to non-payment:

If the Insured fails to pay the premium the Insurer may cancel the Policy in accordance with the terms of the credit or payment plan with the Insurer, and the Insurer may refuse a claim.

5. Claims Procedures

- a) On the happening of any event which could give rise to a claim the Insured must notify the Insurer or the Insured's broker or insurance intermediary, as soon as reasonably possible. Our claims department telephone number is **01273 863400**.

The Insured will need to tell the Insurer:

- i) the company name
- ii) the nature and cause of the loss or damage
- iii) any relevant telephone numbers and/or addresses.

The Insured must:

- 1) as soon as reasonably possible notify the Police in respect of any loss or damage by theft or attempted theft or by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances and malicious persons
- 2) as soon as reasonably possible forward to the Insurer any writ or summons issued against the Insured by a third party
- 3) take action to minimise the loss or damage and to avoid interruption or interference with the Business and to prevent further damage or injury

- 4) at their own expense and within:

- A) 7 days of loss or damage caused by riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons
- B) 30 days of expiry of the Indemnity Period in respect of Sections B1, B2 and B3
- C) 30 days of any other loss or damage interruption or interference with the Business or injury or disease

supply full details of the claim in writing to the Insurer together with any evidence and information that may be reasonably required by the Insurer for the purpose of investigating or verifying the claim and (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith.

- b) No settlement, admission of liability, payment or promise of payment shall be made to a third party without the consent of the Insurer.

6. Compulsory Insurance

The Insured must repay the Insurer any amounts which the Insurer is required by compulsory insurance legislation to pay out under this Policy to the extent that the Insurer would not otherwise have been liable to make such payments on account of a breach of any of the terms or conditions of this Policy.

7. Contribution

If in the event of a loss, damage or liability under this Policy there shall be in force any other insurance providing cover against such claim:

- a) the liability of the Insurer shall be limited to its rateable proportion of such claim
- b) but which is subject to any provision excluding it from ranking concurrently with this Policy either in whole or in part or from contributing rateably to the claim then the liability of the Insurer shall be limited to such proportion of the claim as the sum insured bears to the value of the property.

8. Fair Presentation of the Risk

- a) At inception and renewal of this Policy and also whenever changes are made to it at the Insured's request the Insured must:

- i) disclose to the Insurer all material facts in a clear and accessible manner; and
- ii) not misrepresent any material facts.

- b) If the Insured does not comply with clause a) of this condition and the non-disclosure or misrepresentation by the Insured is proven by the Insurer to be deliberate or reckless the Insurer may from the relevant date specified in clause d):

- i) treat this Policy as if it had not existed; and
- ii) not return the premium paid by the Insured.

- c) If the Insured does not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless the cover, meaning this Policy or the changes made to it, may be affected from the relevant date in clause d) in one or more of the following ways depending on what the Insurer would have done if the Insurer had known about the facts which the Insured failed to disclose or misrepresented:
 - i) if the Insurer would not have provided the Insured with the cover the Insurer will have the option to treat the cover as if it had not existed and repay the premium paid for such cover; or
 - ii) if the Insurer would have applied different terms to the cover the Insurer will have the option to treat this Policy as if those different terms apply; and/or
 - iii) if the Insurer would have charged the Insured a higher premium for providing the cover the Insurer will charge the Insured the additional premium which the Insured must pay in full.
- d) Clauses b) and c) apply with effect from inception, renewal or the date of the changes, depending on when the non-compliance occurred. The Insurer may also recover any claims payments which have already been made to the extent that the cover under which such payments were made is being treated as if it did not exist or as if it had been subject to different terms under which the claim would not have been payable.
- e) Where this Policy provides cover for any person other than the Insured and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession the Insurer will not invoke the remedies which might otherwise have been available to the Insurer under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than the Insured.

Provided always that if the person concerned or the Insured acting on their behalf makes a careless misrepresentation of fact the Insurer may invoke the remedies available to the Insurer under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the Policy unaffected.

9. Fraudulent Claims

If the Insured or anyone acting on the Insured's behalf:

- a) makes a fraudulent or exaggerated claim under this Policy; or
- b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or
- c) makes a false statement in support of a claim whether or not the claim is itself genuine; or
- d) submits a claim under this Policy for loss or damage which the Insured or anyone acting on the Insured's behalf or in connivance with the Insured deliberately caused; or
- e) realises after submitting what the Insured reasonably believed was a genuine claim under this Policy and then fails to tell the Insurer that the Insured has not suffered any loss or damage; or
- f) suppresses information which the Insured knows would otherwise enable the Insurer to refuse to pay a claim under this Policy

the Insurer will be entitled to refuse to pay the whole of the claim and recover any sums that the Insurer has already paid in respect of the claim.

The Insurer may also notify the Insured that the Insurer will be treating this Policy as having terminated with effect from the date of any of the acts or omissions set out in clauses a) to f) of this condition.

If the Insurer terminates this Policy under this condition the Insured will have no cover under this Policy from the date of termination and not be entitled to any refund of premium.

If any fraud is perpetrated by or on behalf of an insured person and not on behalf of the Insured this condition should be read as if it applies only to that insured person's claim and references to this Policy should be read as if they were references to the cover effected for that person alone and not to the Policy as a whole.

10. Insurer's Rights

The Insurer shall:

- a) be entitled to take over the defence or settlement of any claim made upon the Insured by any other party and the Insured shall give all assistance as may be reasonably required by the Insurer
- b) have the right to enter the premises where the loss or damage has occurred and to keep possession of any of the Property Insured and to deal with the salvage in a reasonable manner but the Insured shall not be entitled to abandon any property to the Insurer

- c) be entitled to take benefit of any rights of the Insured against any other party before or after the Insured has received indemnification under this Policy and the Insured shall give all assistance as may be reasonably required by the Insurer
- d) at its option indemnify the Insured by payment, reinstatement, replacement or repair in respect of any property lost or damaged or part thereof. If the Insurer elects to reinstate or replace any property the Insurer shall not be bound to reinstate or replace exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the Items insured more than the Sum Insured thereon.

11. Legal Representatives

In the event of the death of the Insured the Insurer will indemnify the Insured's legal personal representatives in respect of liability at law previously incurred by the Insured provided they observe, fulfil and be subject to the Terms, Conditions and Limitations of the Policy in so far as they can apply.

12. Licence

Applicable to Sections G and H only.

This Policy will immediately cease if the Insured does not hold the appropriate licence to operate, crew and maintain the Vessel, whether for Maritime Coastguard agency (MCA) or otherwise.

13. Payment by Instalments

Reference to the payment of premium includes payment by monthly instalments. If the Insured pays by this method this Policy remains an annual contract.

14. Premium Adjustment

If any part of the premium is calculated on estimates furnished by the Insured the Insured shall keep an accurate record containing all particulars relative thereto and shall at all times allow the Insurer to inspect such record. The Insured shall within one month from the expiry of each Period of Insurance furnish to the Insurer such particulars and information as the Insurer may require. The Premium for such period shall thereupon be adjusted and the difference paid by or allowed to the Insured as the case may be subject always to the minimum premium stipulated.

15. Reasonable Care

The Insured shall take all reasonable steps to:

- a) protect the Property Insured
- b) comply with statutory enactments bye-laws and any other obligations and Regulations imposed by any authority
- c) employ only competent employees
- d) prevent accidents
- e) maintain all Vessels in a sound condition and Seaworthy (as defined in Sections G and H)
- f) maintain all ways, works machinery and plant in sound condition.

In the event of the discovery of any defect or danger the Insured shall forthwith cause such defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

16. Sanction Limitation and Exclusion

Your Insurers shall not be deemed to provide any cover and shall not be liable to pay any claim or provide any benefit under this Policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Your Insurers to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Navigators & General – Brighton

C/O Nimbus House, Liphook Way, Maidstone, Kent, ME16 0FZ

E: enquiries@navandgen.co.uk T: 01273 863400 W: www.navandgen.co.uk

Navigators & General is a trading name of Geo Underwriting Services Limited authorised and regulated by the Financial Conduct Authority. FCA Register Number 308400. Registered Address: 2 Minster Court, Mincing Lane, London, United Kingdom, EC3N 1RE. Registered in England and Wales. Company Number: 4070987.

Navigators & General administer your policy on behalf of HCC International Insurance Company plc ('HCCII'), trading as Tokio Marine HCC. HCCII is registered in England and Wales (Company Reg No: 01575839) with registered office at 1 Aldgate, London EC3N 1RE. HCCII is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Firm Registration Number 202655).



Marine Combined Policy

Renewal Schedule



Broker Name	Issuer	Reason for Issue	Date of Issue	Policy Number
Clear Insurance	David Atkinson	Renewal	09/09/2026	NGT02040

Insured	Stalham Town Council
Address	Nr The Poor's, Staithe Rd , Stalham, Norwich, NR12 9DA
Business Description	Moorings

Period of Insurance	28th October 2026 (00:00) to 27th October 2027 (23:59)
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Sections Operative

A	Material Damage	Insured
B	Business Interruption	Not Insured
C	Money	Not Insured
D	Goods In Transit	Not Insured
E	Specified Items All Risks	Not Insured
F	Employers Liability	Not Insured
G	Public & Products Liability	Insured
H	Marine Hull	Not Insured
I	Defective Title	Not Insured

Insurer	All Sections are insured by: HCC International Insurance Company plc trading as Tokio Marine HCC
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Premium	£797.93
Insurance Premium Tax at the current rate	£95.75
Underwriting Fee	£25.00
Total Amount Payable	£918.68

This **schedule** and any applied **endorsements** should be read in conjunction with **Policy** Wording version NG886.12 24-1106.06_V3.1

Please keep **your schedule** safe with **your policy** documents.

Broker Name	Issuer	Reason for Issue	Date of Issue	Policy Number
Clear Insurance	David Atkinson	Renewal	09/09/2026	NGT02040

Important Information

This **schedule** replaces all previous **schedules** issued. It is essential that **you** read this **schedule** in conjunction with **our policy** wording and all of the **endorsements** as they contain important information which may affect **your policy** cover. Any **excess** shown on this **schedule** will be in addition to any **excess** shown in **your policy** wording. Please refer to our website <http://www.navandgen/commercial.co.uk> for a copy of the **policy** summary and **policy** wording.

The following cover is provided:

The breakdown of sums insured and cover is as per details supplied by yourselves.

Cover will be in accordance with the standard Terms, Conditions, Extensions, Definitions, Clauses, Conditions and Exclusions of our **policy** unless otherwise noted. **Endorsements** attaching to the cover in addition to those contained in the **policy** wording are detailed in this letter with copies of the full text attached. Any requests for cover not part of our standard wording, included in the attached **endorsements** or otherwise referenced in this letter, will not form part of the cover provided.

Cover will be in accordance with any subjectivities stated in this **schedule** as applying (a subjectivity is a condition of the **policy** which requires **you** to satisfy certain obligations. Copies of those applying are attached to this **schedule**. Please note that timescale and penalties for non compliance are stated in the subjectivity wording).

Fair Presentation of Risk

Under the Insurance Act 2015 **you** are required to provide **us** with a Fair Presentation of the Risk. This means that **you** have a duty prior to the inception or renewal of this **policy** or prior to any agreed variation to this **policy**, to inform **us** of every material circumstance that **you** know or ought to know, in a way that is reasonably clear and accessible to **us**. **You** need to ensure that:

- 1) The following material facts are true:
No owner, director, business partner or family member involved in the business
 - a) has ever had a proposal or renewal for insurance declined or cancelled; a **policy** voided, withdrawn or suspended, or special terms imposed by any insurer.
 - b) has ever been convicted of, or charged (but not yet tried) with any criminal offence (other than motoring offences) excluding offences that are spent under the Rehabilitation of Offenders Act 1974.
 - c) has ever been the subject of a winding-up order or company/individual voluntary arrangement with creditors; or been placed into administration, administration receivership or liquidation.
 - d) has ever been the subject of a winding-up order or company/individual voluntary arrangement with creditors; or been placed into administration, administration receivership or liquidation.
- 2) That all other material facts, in addition to 1) above, have been disclosed to **us** in a clear and accessible manner and have not been misrepresented to **us**.
If **you** do not comply with the above and any such non-disclosure or misrepresentation by **you** is:
 - a) proven by **us** to be deliberate or reckless we may:
 - i) avoid the **policy** which means that we will treat it as if it had never existed and refuse all claims, in which case we will not return the premium paid by **you**; and
 - ii) recover from **you** any amount we have already paid for any claims including costs or expenses we have incurred.
 - b) not deliberate or reckless, the **policy** may be affected in one or more of the following ways depending on what we would have done if we had known about the facts which **you** failed to disclose or misrepresented:
 - i) if we would not have provided **you** with any cover we will have the option to:
 - 1) avoid the **policy** which means that we will treat it as if it had never existed and repay any premium paid; and

Marine Combined Policy

Renewal Schedule



Broker Name	Issuer	Reason for Issue	Date of Issue	Policy Number
Clear Insurance	David Atkinson	Renewal	09/09/2026	NGT02040

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- 2) recover from **you** any amount we have already paid for any claims including costs or expenses we have incurred
 - ii) if we would have applied different terms to the cover we will have the option to treat the **policy** as if those different terms apply. We may recover any payments made by **us** on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied
 - iii) if we would have charged **you** a higher premium for providing the cover we will charge **you** the additional premium which **you** must pay in full.

A "material fact" would be a circumstance or representation that would influence our judgement in determining whether to take the risk and, if so, on what terms. If **you** are in any doubt whether a particular fact is material **you** should declare it.

Marine Combined Policy

Renewal Schedule



Broker Name	Issuer	Reason for Issue	Date of Issue	Policy Number
Clear Insurance	David Atkinson	Renewal	09/09/2026	NGT02040

About your schedule

We recommend that **you** read this **schedule** along with **your policy** to ensure

- a) it meets **your** requirements
- b) all details are correct

If **you** have any queries or if any of the details are not correct please contact **your** insurance advisor.

Marine Combined Policy

Renewal Schedule



Broker Name	Issuer	Reason for Issue	Date of Issue	Policy Number
Clear Insurance	David Atkinson	Renewal	09/09/2026	NGT02040

Situation Of Risk

1 Nr The Poor's, Staithe Rd, Stalham, Norwich, NR12 9DA

Marine Combined Policy

Renewal Schedule



Broker Name	Issuer	Reason for Issue	Date of Issue	Policy Number
Clear Insurance	David Atkinson	Renewal	09/09/2026	NGT02040

Marine Combined Policy

Renewal Schedule



Broker Name Clear Insurance	Issuer David Atkinson	Reason for Issue Renewal	Date of Issue 09/09/2026	Policy Number NGT02040
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Section A Material Damage (Marine Installations)

Address: Nr The Poor's, Staithe Rd, Stalham, Norwich, NR12 9DA

Use: Marine Installations - Coastal

Index Linked: No

Construction: Marine Installations - Coastal

Item	Property Description	Excess	Subsidence Excess	Sum Insured	Day One Uplift
1	Marine Installations,NR12 9DA	£1,000	N/A	£10,000	N/A

Marine Installations

e) Jetties, pontoons and piles owned by the Insured at the premises including canopies, signs, gangways, conveniences, lighting equipment and furniture all fixed thereto

but excluding

- i) Buildings as defined under 1 a)
- ii) hoists, cranes or machinery whether fixed or otherwise unless detailed as insured in the Schedule
- iii) DAMAGE or CONSEQUENTIAL LOSS caused by or consisting of subsidence, collapse, erosion, heave or landslip

Marine Combined Policy

Renewal Schedule



Broker Name	Issuer	Reason for Issue	Date of Issue	Policy Number
Clear Insurance	David Atkinson	Renewal	09/09/2026	NGT02040

Clauses Wordings Applicable to Section A Material Damage

A14a - Moorings Clause - Applicable to Item Number/s 1

All moorings must be thoroughly examined at least once a year and a full record of such inspections prepared and made available on request

Marine Combined Policy

Renewal Schedule



Broker Name	Issuer	Reason for Issue	Date of Issue	Policy Number
Clear Insurance	David Atkinson	Renewal	09/09/2026	NGT02040

Section G Public & Products Liability

Limits of Indemnity (unless otherwise specified against the item)

£5,000,000	Public Liability. The total amount for all damages (including interest) payable under this section to any claimant or any number of claimants in respect of any one occurrence or series of occurrences arising from any one event.
£5,000,000	Products Liability. Any one event or for all events happening during any one period of insurance in respect of products supplied.

Length Limit

Maximum Length of Vessels which are handled/worked upon by the Insured:

a) ashore	N/A
b) afloat	10 feet in length overall

Excesses

Loss destruction or damage to property	£500
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Total Turnover	£10,000	
Club Members	No	Member Count N/A
Member to Member Extension	No	

Trade	Turnover
Moorings	£ 10,000

Marine Combined Policy

Renewal Schedule



Broker Name	Issuer	Reason for Issue	Date of Issue	Policy Number
Clear Insurance	David Atkinson	Renewal	09/09/2026	NGT02040

Clauses Wordings Applicable to Section G Public Liability

G06a - Length Limit - Applicable to The Whole Section

It is a condition precedent to liability that the Length Limit referred to in the **Schedule** is not exceeded.

Marine Combined Policy

Renewal Schedule



Broker Name	Issuer	Reason for Issue	Date of Issue	Policy Number
Clear Insurance	David Atkinson	Renewal	09/09/2026	NGT02040

Claims Applicable to Policy

Have **you** or any of **your** directors, officers, business partners or any other person who plays a significant role in managing or organising the business activities had any accidents, losses or claims (whether insured or not) in respect of this or of any other business entity in which a similar role was held in the last 5 years other than noted below?

Full claims details on record:

None

Ms D Joy
Stalham Town Council
74 High Street
Norwich
NR12 9AS

09 October 2026

Reference: 77046941

Dear Doreen

Your Local Councils Combined Insurance

Your Local Councils Combined insurance policy is due for renewal on 28/10/2026.

We are pleased to propose renewal terms with Geo Underwriting Services Limited t/a Navigators & General for the forthcoming year. The premium for your insurance for the period 28/10/2026 to 28/10/2027 is as follows:

Insurance Premium	£797.93
Insurance Premium Tax	£95.75
Policy Administration Fee	£75.00
Insurer Fee	£25.00
Total	£993.68

There are a range of payment options available for your insurance, including the option to spread the cost of your insurance through monthly instalments. Payment options are summarised in the Important Information section below.

Changes to Your Requirements

The renewal terms we are providing for the forthcoming year are based on the information we currently hold about you. **If your insurance needs or anything about you or your organisation has changed, you should contact us immediately.**

Full details of the information we hold about you and the basis of your renewal are included alongside this letter in the enclosed Policy Schedule and Statement of Fact. Please check the levels of cover and sums insured noted on these documents to ensure they are correct and meet your needs.

In relation to this policy, we do not give advice or make a personal recommendation regarding its suitability for your needs.

If you would like to make a change to your policy, please contact our team on the number below. **Failure to provide accurate and up-to-date information may result in cover being invalid, a claim not being paid or an additional premium being payable.**

Documentation Enclosed (where applicable)

The following documentation is attached alongside this renewal invitation. Please read this carefully and if you have any queries, contact a member of our team. Failure to provide accurate and up-to-date information may result in cover being invalid, a claim not being paid or an additional premium being payable.

- **Insurer Policy Schedule:** This is an outline of the cover provided under the policy including cover levels, relevant sums insured, excesses, policy conditions, limitations, exclusions, and subjectivities you must comply with.
- **Insurer Statement of Fact:** This outlines the information that the insurer holds about you and on which they have based their renewal terms.
- **Insurer Policy Wording:** This sets out the cover provided and the terms, conditions and exclusions which apply; the Policy Wording should be read in conjunction with the Policy Schedule and other policy documents.
- **Insurance Policy Summary:** This provides an overview of the key terms of the insurance policy.
- **Insurer Notice to Policyholders:** This provides details of any important changes to your policy when compared with your current policy.
- **Our Terms of Business:** Clear Insurance Management's Terms and Conditions, which explain our role in arranging your insurance and our obligations to you.

What To Do Next

- Read the additional information within the Important Information section below.
- Check the information in your Schedule and Statement of Fact.
- Review your Policy Wording and Policy Summary to ensure you're comfortable with the policy terms and conditions.
- Familiarise yourself with our terms and conditions which are detailed in the enclosed terms of business agreement document; these explain how we will manage your policy.
- Refer to the 'Payment Options' section within the Important Information document for details of how you can pay for your policy.

Yours sincerely,

affinities@thecleargroup.com

Important Information

Important Changes to Cover from Renewal

Any changes to your policy are summarised in the Insurer Notice to Policyholder document enclosed with your renewal invitation.

You should read this document, as well as your Policy Schedule, Statement of Fact and Policy Wording to ensure you are aware of these changes and how they may affect your cover for the forthcoming year.

Excesses

Your policy excess is the amount you need to pay in the event of a claim. Excesses vary by cover; the specific excesses that apply to your policy are summarised in your policy documentation, usually your policy schedule.

Claims

You must notify details of claims or circumstances that may give rise to a claim against you to your insurer as soon as possible. Claims conditions in your policy documentation set out the insurer's requirements for notifying claims and the procedures that you must comply with.

In the event of a claim being made against you by a third party, it is also important that you do not admit liability or attempt to resolve the claim without the insurer's express permission.

Product Suitability

This Commercial Combined Package insurance policy is designed to meet the needs of businesses looking to arrange cover for a wide range of risks under a single package product. It is suitable for businesses who are looking to insure against costs and expenses associated with;

- Property damage to buildings, contents and/or stock
- Business interruption following damage to property
- Legal liability arising out of injury to a third party or employee, or damage to third party property

If selected, this Commercial Combined Package insurance policy is also suitable for businesses and other organisations looking to insure against costs and expenses associated with;

- Mechanical failure of refrigeration equipment resulting in deterioration of stock
- Loss of licence to trade at the premises
- Damage to glass and signage
- Damage to property away from the insured premises
- Damage to goods in transit
- The mechanical breakdown of plant and/or computer equipment
- Loss, damage or theft of money
- Theft of money or property by employees
- Personal accident to directors and/or employees
- Property damage arising out of an act of terrorism
- Legal expenses connected with disputes related to the business' activities

If you do not believe that the policy we are arranging meets your demands and needs, please contact us before your renewal date.

Market Selection

Below we describe the capacity we are working in at different times and the following are the definitions for each:

Agent of the Client/Your Agent: this means we are working on your behalf. We help to find you suitable cover against your requirements, provide guidance and support you throughout your insurance policy.

Agent of the Insurer: this means we are working on behalf of the insurer. We help them with things like setting up policies, handling paperwork and where applicable handle claims.

Sourcing

You should be aware that in sourcing business with the insurer, that we have acted as your agent.

Placement

You should be aware that in placing business with the insurer, that we have acted as your agent.

We will be using an intermediary (another broker or a managing general agency) to place your insurance, which means the intermediary is placing the insurance direct with the insurer.

Claims

You should be aware that in the event of a claim, we will act as your agent.

Our Remuneration

We charge a policy administration fee in respect of this policy which we have detailed. In addition, the insurers will pay us commission, which is a percentage of the premium net of Insurance Premium Tax (IPT) at the current rate and/or VAT. If you make any changes to your policy after the inception or renewal date, we will charge a £25.00 Administration Fee in addition to any premium decrease/increase applied by your insurer.

The total premium includes an Insurer Fee, this is an underwriting fee which is charged by the Managing General Agent (MGA) or Insurance Broker your policy has been arranged through and is for the work involved to place your policy.

Your Local Councils Combined Insurance: Important Policy Terms

Key Conditions, Warranties, Limitations, Exclusions and Subjectivities

Your insurance policy is subject to a number of conditions, warranties, limitations, exclusions and subjectivities. It's important to understand what they mean for you; a brief explanation of what each of these terms means is as follows;

- **Condition:** Something you must do in order for a claim to be paid.
- **Warranty:** Something you must follow at all times in order for you to be insured, if you don't the policy could be paused or cancelled.
- **Limitation:** Something that restricts how much or what kind of cover you get.
- **Exclusion:** Something that your insurance policy does not cover.
- **Subjectivity:** A requirement that you have been told about, that you must complete by a deadline for cover to remain in place.

All of these terms form part of your overall contract of insurance. The specific wording of the conditions, warranties, limitations, exclusions and subjectivities that apply to your policy can be found in your **Policy Wording** and **Policy Schedule**, which are included alongside your renewal invitation.

It is vital that you understand these and comply with these terms. Failure to do so can invalidate your policy, compromise your cover and result in claims not being paid.

If you are in any doubt about the conditions, warranties, limitations, exclusions or subjectivities that apply to your policy, or your ability to comply with them, you must let us know before renewing your insurance.

Specific Endorsements to your Policy

Your Local Councils Combined policy also includes specific 'Endorsements to Cover' that appear on your Policy Schedule. In certain circumstances, these may impose additional specific requirements that you will need to comply with.

Please refer to your Policy Schedule for further endorsements that may apply to your Local Councils Combined insurance.

The conditions, warranties, limitations, exclusions and subjectivities in the table above are common to most Local Councils Combined policies and as a result, can be found most commonly in the Policy Wording.

Some insurers include some of these terms within your Policy Schedule as 'Endorsements to Cover' however – as a result, some of the endorsements in your Policy Schedule may mirror one of the terms listed under the 'Common Local Councils Combined Terms' section.

Policy Schedule for the specific terms below that apply to your Local Councils Combined renewal.

Common Local Councils Combined Terms

A number of conditions, warranties, limitations, exclusions and subjectivities apply to most Local Councils Combined insurance policies generally available in the market. The table overleaf

summarises these common policy terms and provides an explanation of what these terms mean for you.

All insurers take different approaches to their documentation, and some of terms below may appear within your Policy Wording or as endorsements at the end of your Policy Schedule.

You should refer to your Policy Wording and Policy Schedule for the specific terms below that apply to your renewal.

Policy Term	What it Means for You
Alarm & Security	Commercial Combined policies generally contain specific obligations that you must adhere to in respect of both the alarm system and other security measures that are operative at your premises. Alarm requirements generally include the following; • The alarm system will meet the minimum specification disclosed to and agreed by the insurer, or stipulated in their documentation • The alarm will be in full operation when the premises are unattended • A maintenance contract for the alarm system will be kept in force • Withdrawal or reduction in the level of police response will be notified to the insurers (via us) • Any changes to the alarm system will be notified to the insurers (via us) In addition, insurers generally specify the minimum standard of locking device that is acceptable on doors, windows and other openings. As with alarm systems, you are required to ensure that all other security devices – including any bolts, bars and other security devices in addition to locks – are in full operation when the premises are unattended. These obligations may be referred to as <i>Alarm, Minimum Standards of Security, Protective & Locking Devices</i> or <i>Security</i> clauses and are typically included as warranties. This means that failure to comply with the obligations stipulated may allow the insurer to suspend or cancel cover.
Change in Risk	Insurance policies generally contain an obligation for you to inform the insurer (via us) of any changes that occur during the policy period which may be material to the policy – generally, changes that impact the level of risk compared with what was disclosed when the policy was first taken out or renewed. For Commercial Combined policies, this will generally include changes to; • You or your business' structure or ownership • The nature of your business activities; in particular, anything not included within the business description disclosed to insurers • The physical structure of the premises insured • The security systems in place at the premises

	Any other risk management measures in place at the premises
Claims Notification and Conduct	Insurance policies generally contain claims conditions, which outline your obligations when you need to make a claim. These terms may be contained within separate conditions that relate to claims notification and claims conduct or grouped under a single condition that deals with the whole claims procedure. Generally, claims conditions oblige you to notify the insurer of a claim within a certain timescale – with a specific 7 day timescale for claims due to riot or civil commotion – as well as notification of the police for theft or malicious damage claims. In addition, you will be expected to not make any admission of liability, only communicate with a third party claimant with the insurer's consent and otherwise allow the insurer full control of the claim.
Coronavirus	Also referred to as a <i>Pandemic Exclusion</i> in some policies, most insurers introduced Coronavirus Exclusions from early 2020 onwards in response to the Covid-19 pandemic. The effect of Coronavirus Exclusions are to exclude all losses directly or indirectly attributable to coronavirus or similar pandemics. Generally, the Covid-19 pandemic resulted in significant impact to most business' turnover and prompted a large number of Business Interruption claims that insurers did not intend to cover. Coronavirus and Pandemic Exclusions provide clarity on the absence of cover under Commercial Combined policies. Whilst Coronavirus Exclusions tend to apply to policies as a whole, the exclusion does not apply to claims under the Employers Liability section of Commercial Combined policies.
Electrical Inspection	To guard against the risk of fire caused by faulty wiring, most Commercial Combined policies will include an Electrical Inspection condition that includes requirements to; • Have your premises inspected and tested by a member of the NICEIC, with a Periodic Inspection Report issued following the inspection • Address any work shown as Requiring Urgent Attention, typically within 28 days of inspection • Carry out any further investigation or improvement requirements within a set timescale, usually 6 months • Provide a copy of the Periodic Inspection Report to the insurers (via us) • Complete further testing and inspections in line with the Periodic Inspection Report recommendations
Fire Equipment & precautions	Commercial Combined policies typically include a requirement to ensure that fire extinguishing appliances are maintained in full and effective working order and are under a contract for maintenance during the policy period. In addition, any fireproof doors and shutters must also be maintained in full working order and kept closed when your premises is unoccupied.

Flat Roof Inspection	As flat roof areas are more prone to ingress of water, most Commercial Combined policies will include a condition or warranty that obliges you to undertake checks to flat roof areas on a periodic basis and carry out remedial work to fix any damage identified. Checks are usually required to be carried out by a suitably qualified and experienced person, with a record kept of the check. Different conditions will stipulate different frequencies of flat roof inspection, usually between every 6 months and every 2 years. For those premises where a flat roof condition has never previously been carried out, there may be a limited time period after the start of your policy by which the first flat roof inspection needs to be completed.
Fork Lift Trucks	Battery-powered fork lift trucks can increase the risk of fire claims. For businesses that use battery-powered fork lift trucks, Commercial Combined policies generally include a Fork Lift Truck Charging Condition that specifies that any overnight charging of fork lift trucks must take place in an area with minimum clearance distances from any combustible material (including overhead). For all businesses that use fork lift trucks, policies will generally also contain an exclusion for any losses arising from use of fork lift trucks on public roads, or where statutory cover is otherwise required under the Road Traffic Act. Separate cover should be arranged under a Motor policy where fork lift trucks are used on public roads.
Frying Equipment	For businesses that are involved in food preparation, including pubs and restaurants, (mis)use or failure of frying equipment is often the ultimate cause of fire claims. Where relevant to your business activities, Commercial Combined policies typically include a Frying Equipment Warranty that obliges you to ensure that at all times; • Frying equipment is securely fixed and not in contact with any combustible materials • Equipment is installed, used and maintained in line with manufacturer instructions • A thermostat cut off mechanism is in force that prevents oil from exceeding a temperature stipulated in the policy, usually 205 degrees centigrade • Filters, canopies and exhaust hoods are cleaned regularly and not less than once every seven days • No flammable solvents or other flammable cleaning aids are used in maintenance of frying equipment • Specified fire blankets and fire extinguishers are in clearly accessible positions • Internal surfaces of all ducting are cleaned and inspected by an accredited specialist at set intervals, usually annually • Valid gas safety and NICEIC certificates are held at all times • All naked flames (other than pilot lights) and all electrical elements are turned off at the close of each working day
Height Storage	Where stock is stored in piles, racks or shelving systems, typically in a warehouse setting, insurers may apply restrictions to the maximum height to which stock can be stored. There are multiple reasons why insurers impose restrictions on the maximum height of stock storage; this can be imposed to reduce the

	risk of liability claims from employees injured by falling stock or may be influenced by reductions in the effectiveness of sprinkler systems where stock is stored close to sprinkler heads. If you store stock in piles, racks or shelving systems, you should refer to your Commercial Combined documentation or refer to us for guidance on the maximum storage height permitted (if any).
Maintenance	Most Commercial Combined policies will include a condition that obliges you to keep your property in a good state of repair and carry out any remedial works necessary in good time.
Manal Work Away	Unless disclosed when arranging your cover, Commercial Combined policies will typically include a clause that excludes any manual work undertaken away from your business premises, with the exception of collection and delivery activities. If you are undertaking manual work away from your business premises, you should ensure that the frequency and nature of this manual work has been disclosed to your insurers (via us).
North American Products	In general, the costs associated with damages claims brought in the United States of America and Canada are substantially higher than in the United Kingdom and Europe. As a result, Commercial Combined policies often include a North American Products exclusion. Unless specifically disclosed to the insurer (via us) a North American Products exclusion will exclude all cover for damages and defence costs in the event that a liability claim is brought against you in the United States of America or Canada in connection with your products. If you export products to North America, you should ensure this has been disclosed to insurers (via us). Where this is the case, insurers will typically apply an amended North American Products clause that provides cover at a lower limit of indemnity and/or a higher excess. <i>See also Products & Product Recall or Guarantee below.</i>
Portable Heaters	The mechanical failure or improper use of portable heaters is a common cause of significant fire claims. As a result, most Commercial Combined policies will exclude the use of any portable heating equipment anywhere on the premises, unless expressly agreed by insurers.
Products & Product Recall or Guarantee	If you manufacture and/or sell products, your Commercial Combined policy will typically cover you in the event that you are liable for injury to a customer or damage to property as a direct result of your products. Most Commercial Combined policies will cover the costs you are liable for following injury or damage occurring. They will not extend to cover the additional cost of recalling all other products after an instance of injury or damage (Product Recall), or similar costs if a product fails to perform its intended function but where no injury or damage has occurred (Product Guarantee). Your policy may include a <i>Product Recall</i> or <i>Product Guarantee</i> exclusion confirming that these costs are not covered.

	In addition, some Commercial Combined policies will specifically exclude Products Liability cover for specific types of product, which may include the following; • Products used in aircraft • Products used on railways • Products used in motor vehicles • Safety-critical products <i>See also North American Products above.</i>
Reasonable Care and Precautions	Commercial Combined policies typically include a requirement that you take steps to protect against injury, loss or damage where it can reasonably be foreseen. You are also required to remedy any danger or defect as soon as it's identified.
Renovation or Repair	Where renovation, repair, extension or demolition work is being undertaken on the insured premises, most policies usually cover damage caused in the course of renovation or repair automatically where the value of the work doesn't exceed a certain amount. Commercial Combined policies will generally also include a condition that requires you to notify the insurer (via us) if the value of renovation or repair work exceeds a particular value specified in the policy. You should inform insurers (via us) in good time prior to the commencement of works, typically at least 30 days prior to works starting.
Smoking	A significant proportion of fire claims are subsequently found to have occurred as a result of incorrectly extinguished materials; often cigarettes. As a result, Commercial Combined policies typically include a Smoking Condition that outlines the measures you must take to minimise the risk of a fire starting from incorrectly extinguished smoking materials. A Smoking Condition will generally outline the following steps you must take; • Prohibit smoking of cigarettes or tobacco on your premises (in line with statutory requirements) • Designate a specific area for smoking in a suitable location outside your premises, with appropriate distance • Provide receptacles for the safe disposal of cigarettes and other smoking material that minimises the risk of re-ignition • Display appropriate signage to reinforce your smoking policy
Stillage	In the event of a flood, storage of stock above floor level can materially reduce the amount of damage caused. To ensure that stock is stored above floor level, most Commercial Combined policies where stock is an insured item will include a Stillage Condition. Stillage Conditions commonly stipulate that all stock must be stored on pallets, shelving or racking (or similar) at least a certain height above floor level. Different conditions stipulate different heights, however these will commonly range between 60mm and 100mm.

Theft Proviso	Commercial Combined policies typically cover loss of or damage to property as a result of theft or attempted theft as a standard. Most policies will include a Theft Proviso – sometimes also referred to as a Forcible or Violent Entry (FVE) Clause - however, which only covers losses resulting from theft where there has been forcible and/or violent entry to or exit from your premises. The intent of this proviso is to exclude cover where you may have accidentally left your premises unsecure, increasing the likelihood of a loss arising due to theft. Some Commercial Combined policies extend the scope of the Theft Proviso to additionally apply to losses arising from instances of Malicious Damage.
Unattended Vehicles	The risk of insured property being stolen is increased where that property is stored in a vehicle that is left unattended. As a result, Commercial Combined policies typically include an exclusion or condition that specifically relates to property in an unattended vehicle. Some policies exclude all claims arising from theft of property from an unattended vehicle, regardless of whether there is evidence that the theft has involved forcible or violent entry to or exit from the vehicle. Other policies cover theft of property from unattended vehicles, subject to one or more of the following conditions being followed; • Property must be kept within a locked, sealed compartment within the vehicle, out of sight • All vehicle doors and windows are closed and locked, with all security devices in full working operation • Cover either does not apply 'overnight', typically between 21:00 and 06:00, or only applies overnight where the vehicle is left in a locked, secure compound.
Underinsurance (Average)	Most Commercial Combined policies will include an underinsurance condition, sometimes referred to as an 'Average' condition. The intent of these conditions is to prevent properties from being insured for less than the total cost of reinstating the premises in the event of a complete loss. Underinsurance conditions generally stipulate that if a premises is not insured for it's total reinstatement value at the time of a loss, the value of a claim will be reduced in proportion to the level of underinsurance. If, for example, a premises that costs £1,000,000 to reinstate is insured for £500,000 at the time of loss, any claims payment will be reduced by 50% - regardless of the value of the claim and whether or not it exceeds the £500,000 sum insured on the policy. <i>See also Underinsurance (Average) Waiver below.</i>
Underinsurance (Average) Waiver	Whilst most insurers guard against underinsurance through the application of an underinsurance condition, the right to reduce a

	claim payment can be waived if you have obtained a professional reinstatement valuation in either the past three or five years. The waiver of the terms of any underinsurance condition is usually dependent on the valuation having been undertaken by a RICS-qualified surveyor, and that the premises sum insured has been updated in line with the valuation report. <i>See also Underinsurance (Average) above.</i>
Use of Heat	Where your business uses heat (including the use of equipment that generates sparks, such as angle grinders), either at or away from your premises, Commercial Combined policies outline certain actions that must be taken to minimise the risk of fire. These typically include; • Inspection, protection and removal of combustible materials within the vicinity of the works being undertaken • The availability of fire extinguishers ready for immediate use if required • Keeping heat equipment lit for the shortest possible time and extinguishing equipment immediately after use • Changing gas or fuel cylinders or canisters in the open • Assigning a member of staff separate to the staff carrying out hot works responsibility as a firewatcher for the duration of the works • Carrying out checks at specified intervals, typically every 30 minutes, during or after the use of heat • Taking extra precautions where hot works involve the use of asphalt, bitumen or tar as specified in the policy wording The requirements around use of heat are normally included as a warranty within Commercial Combined policies, meaning that failure to comply with the obligations stipulated may allow the insurer to suspend or cancel cover. In addition, unless you have disclosed use of heat away from your premises, Commercial Combined policies will generally include an exclusion for losses arising for use of heat whilst away from your premises.
Waste	Deliberate or accidental ignition of waste materials are a common cause of fire claims. As a result, most Commercial Combined policies contain obligations around the handling and storage of waste that are intended to minimise the risk of a fire. Waste obligations are typically included as warranties by insurers. This means that failure to comply with the obligations stipulated may allow the insurer to suspend or cancel cover. Generally, Waste warranties will include a requirement to; • Ensure that externally stored waste material is kept a minimum distance from your premises, usually between 5 and 10 metres from the nearest external wall • Arrange for collection of waste stored externally at set intervals

	• Keep externally stored waste in a non-combustible container (usually metal) with a lockable lid, with containers locked outside of working hours • Maintain good housekeeping inside your premises, sweeping up waste daily and removing waste at least weekly • Storing oily, greasy or solvent-impregnated waste including cleaning wipes in metal receptacles with metal lids when stored inside the premises
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This information in this document is not exhaustive and you should read your insurance documentation in full to ensure you understand how conditions, warranties, limitations, exclusions and subjectivities affect your Local Councils Combined insurance coverage.

If you are in doubt as to how any conditions, warranties, limitations, exclusions or subjectivities affect your insurance coverage, please contact us immediately.

Information You Must Disclose

The terms of any insurance that we arrange on your behalf will be based upon the information provided by you.

You must disclose all 'Material Circumstances' to us or your insurers, both at the outset and throughout the period of insurance cover. Material Circumstances are all the items of information that may influence the insurer's decision as to whether to provide cover for your risk, the premium to be charged, and the terms of your insurance.

To identify what must be disclosed, you are required to carry out a reasonable search of your business and its activities.

As part of the search, you should consult with all senior management. This includes anyone who plays a significant role in the making of decisions regarding your business, regardless of whether that individual is a member of your board or is formally in a management role. This might include people such as site managers, risk managers, operational and business leaders. You will need to consider where to draw the line given the management of your business.

The most serious consequence of failing to disclose material information could be the invalidation of your cover. In this instance it would mean that a claim will be rejected.

The following must be disclosed:

- Claims and loss history
- Losses or incidents where claims were not made
- Criminal (non-motoring) Convictions
- Significant adverse credit history such as a CCJ
- Previous declinature by insurers to provide cover

Further examples of what might be a Material Circumstance will vary from business to business and according to the type of policy and might include:

- Property construction
- Whether the property is unoccupied
- Planned building works
- Housing benefits/Income support
- History of vandalism or squatting
- Previous fires or damage at the property
- Injuries to members of the public
- Signs of subsidence or similar conditions
- Types of goods stored e.g., Hazardous or Flammable
- Types of processes undertaken
- Driving license endorsements
- Fixed penalty notices
- Changes to your address
- Changes to any insured vehicle, including security, modifications, use or annual mileage
- Potential change in the territories in which your services are provided
- Anticipated significant increase in your fee income
- Activities in hazardous locations
- Airside or waterborne activities
- Vehicles carrying hazardous substances
- Employee disputes
- Theft or fraud by an employee
- Claims made against a director or trustee, even if in connection with a different organisation
- A motor accident/claim under a different policy
- Accusations of misleading advice or design
- Statutory Prosecutions
- Motor convictions that you or any other insured driver have received
- Criminal convictions or pending prosecutions for any driver to be covered.
- HSE Investigations or Prosecutions
- A potential change in your business activity
- Acquiring another company

During the lifetime of the policy, you must notify us immediately of any changes in circumstance which may increase the possibility of loss, damage or legal liability covered by this policy.

This list is not exhaustive and if you are in doubt as to whether any change in your circumstances need to be notified to insurers then please contact us with the details as soon as possible.

Payment Options

We have provided you with an instalment option to consider for the forthcoming year:

Total without Premium Financing	£993.68
Transaction Fee	7.95%
Total Charge for Credit	£89.00
Total Client Payable	£1,082.68
Indicative APR	18.7%
Number of Instalments	10
First Instalment	£117.27
Subsequent Instalments	£107.27

Please note that the total charge for credit includes the Facility Fee of £5. The indicative APR based on 12 months is shown above, your loan documentation will provide you with the actual APR for the agreed terms of your loan.

The policy term is 2 months longer than the instalment plan. Financing the premium means the overall cost will be more expensive than making a single payment, as outlined in the table above.

Please refer to the **Premium Credit Information Sheet** for further information.

Alternative ways of paying your annual premium

Credit/Debit Card	Call us to make a payment over the phone.
BACS/Automatic Transfer	Account Name: Clear Insurance Management Ltd Non-Statutory Trust GBP Client Account Account No.: 65304586 Sort Code: 60-15-03 Reference: 181247711

If we receive payment without prior confirmation, we will accept this as agreement to the terms set out in this letter and instruction to proceed with the policy. If you would like to discuss this or make any changes to your policy, please contact us as soon as possible.

Premium Credit Information Sheet

Should you opt to pay for your insurance premium by premium finance, please ensure that you read the terms and conditions of the premium finance agreement before signing it.

Please be aware that as a condition of the agreement you assign all rights, title and interest to any policy finance through the above arrangement to Premium Credit, along with any sums payable to you by virtue of that policy.

Introduction

For the purpose of arranging premium finance, Clear Insurance Management Limited (CIM) acts as a credit broker and not a lender. CIM works with Premium Credit Limited (PCL), as part of a panel of lenders, to arrange premium finance for our insurance clients. PCL is a third party lender. CIM receives a commission from PCL for introducing customers to them, detail of which is available upon request. CIM will provide you with information about this monthly payment option on a non-advised basis and will not give you advice as to the choice of the finance provider or the suitability of the premium payment product. **You will need to make your own decision about how to proceed.**

Affordability

Please consider the following statements as these form part of your application for credit should you decide to apply for finance:

- Taking into account your/your company's/partnership's recent and projected income and expenditure, you have sufficient free cash flow to meet the minimum monthly repayments for this credit agreement.
- You are not aware of any circumstances that could affect the affordability of you/your company/partnership to meet the minimum monthly repayments on time for the lifetime of this credit agreement.

If you are unable to confirm that these statements are true, then you should contact your usual CIM contact, before making an application for credit.

Acceptance of your credit application by PCL is subject to your/your company's/partnership's financial circumstances and status. Please note if you are a limited company, limited liability partnership or a partnership consisting of four or more persons you will not benefit from protection under the Consumer Credit Act 1974 or the Consumer Credit Sourcebook (CONC) of the Financial Conduct Authority.

The Agreement & Welcome Pack

You will be applying for a Running Account Credit Agreement with PCL to pay your/your company's/partnership's insurance premiums. If your application for credit is accepted, PCL will send you a Welcome Pack within the next 14 days. You will find your repayment schedule in your welcome pack.

The Welcome Pack from PCL will include full information about the credit agreement. It is important that you read all of this information carefully and take time to consider it, especially the terms and conditions of the credit agreement. This information will help you confirm whether or not this credit agreement is the right product for you/your company/partnership.

Important Information

There is some important information that you need to know about the credit agreement:

Premium Credit will apply the following fees when applicable:
Commercial Lines - Premiums £1,501 and over

Minimum Service Charge	£50
Default Fee - Reg	£25
Default Fee - Non-Reg	£120
Facility Fee £1,501 - £5k	£25
Facility Fee >£5k	£45
Credit Agreement Reminder Fee	£25

Small Commercial Lines - Premiums £1,500 and under

Minimum Service Charge	£15
Default Fee	£25
Facility Fee <£1,500	£5

Credit Agreement Reminder Fee	£25
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(a) If you are an individual, sole trader or small partnership of 3 partners or less you will pay a default fee of £25 if you miss a payment.

(b) If you are a Limited entity you will pay a default fee of £120 if you miss a payment.

- If PCL is unable to collect under the Direct Debit Instruction, they may cancel your/your company's/partnership's agreement, and you will be liable for all sums owing and any charges.
- You/your company/partnership will be liable to pay all sums owing and any charges PCL may issue.
- Missing repayments may also affect your/your company's/partnership's credit rating, may lead to legal proceedings, which in some cases may make it more difficult for you/your company/partnership to obtain credit in the future and can lead to the cancellation of your/your company's/partnership's insurance policy, leaving you/your company/partnership without cover.
- If you cancel your/your company's/partnership's insurance policy, there may be a risk of a shortfall and a balance owing on the credit agreement dependent on the amount of the return premium following cancellation.
- You/your company/partnership can repay the credit agreement in full at any time or make a partial repayment.
- If you don't sign your agreement, you may need to find another way to pay for your insurance policy.
- A £25 charge will be incurred if PCL are required to write to you to remind you to sign your agreement.
- The first collection will come out of your bank account within 14 days or one month after your insurance inception/ renewal date and on the same date each month after that as your inception/renewal date. Your CIM advisor and/or credit agreement will confirm this for you.

If you wish to proceed with the credit agreement, you must sign and return one copy of the credit agreement to PCL promptly. If you do not return the signed agreement, your/your company's/partnership's insurance cover may be affected unless you make alternative arrangements with CIM to pay for the insurance cover. Please note that this credit product is only appropriate for the funding of your/your company's/partnership's insurance policy and associated costs and not for any other purpose.

If you do not get your Welcome Pack from PCL within 14 days of being successful in applying for credit agreement, or you have any questions about your/your company's/partnership's credit agreement, please contact PCL.

- For ALL Personal Lines Loans and Commercial Lines Loans less than £1,500, please use the following PCL contact number: 0344 736 0081
- For Commercial Lines Loans more than £1,500, please use the following PCL contact number: 0344 736 0539

If you do not return it within 14 days your/your company's/partnership's insurance cover may be affected.

Information Sharing and Credit Assessments

Your personal information and the bank details you provide to us will be passed to PCL and they will contact you via email, text or in writing and will send PDF or word documents. Credit is subject to status, and PCL 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 checks. This record will be visible to third parties.

Where you are providing us with information about a person other than yourself, you agree to notify them of our use of their personal data and, if requested by us, obtain their consent to our use of any special categories of personal data such as health information and information relating to criminal convictions and offences (e.g., by requiring the individual to sign a consent form).

Direct Debit

To go ahead with the credit agreement on the basis outlined above, you will be required to provide CIM with your/your company's/partnership's bank details. Please contact your usual CIM contact to provide the name on the account, the sort code and the account number. Your personal information and the bank details that you provide to us will be shared with PCL.

To set up a Direct Debit, you and, if applicable, your company/partnership must:

- Hold a UK bank or building society account.
- Be able to authorise debits from your/your company's/partnership's account.
- Be able to confirm that you are not aware of any circumstances that could affect PCL's decision to offer you this finance agreement, including your/your company's/partnership's ability to afford the minimum monthly repayments.

The company name which will appear on your/your company's/partnership's bank statement against the Direct Debit will be 'Premium Credit Ltd' or 'PC/Clear Insurance Management'. You have the right to cancel the direct debit at any time, but if you do so, you will need to find another way to pay for the insurance as PCL only take payment by direct debit.

Direct Debit Guarantee

In future, if there is a change to the date, amount, or frequency of your Direct Debit, PCL will always give you five working days' notice in advance of your account being debited. In the event of an error, you are entitled to a refund from your bank or building society. You have the right to cancel at any time and this guarantee is offered by all the banks and building societies that accept instructions to pay Direct Debits. A copy of the safeguards under the Direct Debit Guarantee will be sent to you with your confirmation letter from PCL.

Future Transactions

Subject to your credit application being successful; the credit agreement requires no further signatures for future transactions such as renewal and mid-term adjustments. If you do not wish us to add future renewal transactions to your/your company's/partnership's account, it is important that you inform us prior to your renewal date.

Withdrawing from the Credit Agreement

You have the right to withdraw from the credit agreement without giving any reason before the end of a period of 14 days beginning on the day after the day on which you receive a copy of the agreement signed by PCL. If you wish to withdraw you must give notice by one of the following methods:

- By calling PCL:
 - For ALL Personal Lines Loans and Commercial Lines Loans less than £1,500, please use the following PCL contact number: 0344 736 0081
 - For Commercial Lines Loans more than £1,500, please use the following PCL contact number: 0344 736 0539
- By logging on to your PCL Portal at www.digital.premiumcredit.com
- By post or delivery of the notice to PCL.

Any repayments you have already paid will be refunded to you and you will have to find an alternative way to pay for your insurance. If you cancel after 14 days, you may have to repay any money owed to PCL. If you do give notice, you must repay the amount of any drawing that has been made without delay and in any event by no later than 30 days after giving notice. You will not be required to pay any interest or charges. If you withdraw from the credit agreement leaving sums outstanding, PCL may notify credit reference agencies.

Terms of Business for Commercial Clients

Thank you for inviting Clear Insurance Management Limited to assist you with your insurance requirements. We undertake to use our skill and care to provide you with the ability to survive the insurable events for which you have asked us to provide cover.

This document sets out the terms on which we agree to act for you and contains details of our regulatory and statutory responsibilities as well as your obligations. It supersedes all versions previously issued by us.

We ask that you carefully read the content and contact us immediately should you require further clarification. These terms become effective as soon as we start exchanging information about your insurance requirements.

ABOUT US

Clear Insurance Management Limited (Clear) is an independent insurance broker, authorised and regulated by the Financial Conduct Authority (FCA) to transact general insurance and consumer credit business. Clear Private Clients, Clear Employee Benefits, Clear Risk Management, ClearLi, Inspire Credit Management, Clear Self Build, Clear Real Estate, Rycroft Associates, Clear Councils, Pi-Property Insurance, Marketline, LawSure, LawSure Insurance Brokers, Assured Indemnities, Techinsure, Arborplan, Covermarque, Toogoods, Shire Insurance Services and British Activity Holiday Insurance Services (BAHIS) are trading names of Clear Insurance Management Limited. Our Financial Services Register number is 307982. You can check this information on the Financial Services Register by visiting the FCA's website at <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768 (Freephone) or 0300 500 8082 from the UK, or +44 207 066 1000 from abroad.

We are members of the British Insurance Brokers' Association (BIBA) and the Brokerbility network of independent insurance brokers.

OUR PRODUCTS AND SERVICES

As an independent insurance broker, we have access to a wide range of insurance products from many leading insurance companies and Lloyd's underwriters.

Unless otherwise advised, the services we provide (the 'Services') are as follows:

- Acting on your behalf when sourcing and placing your insurance and with any claims made on policies we have arranged
- Providing advice on your risk exposure and insurance needs, based on a fair analysis of the market
- Arranging cover to meet your demands and needs
- Helping with ongoing changes

Clear is not under a contractual obligation to conduct insurance distribution exclusively with one or more insurance undertakings and does not provide personal recommendations. Clear provides advice on the basis of a fair analysis of the market unless we specifically state otherwise.

Unless you tell us otherwise we will act on the understanding that we have your authority to agree to insurance policy wordings on your behalf.

METHODS OF COMMUNICATION

We will normally communicate with you by post, telephone and where available email, in addition to any meetings we may have with you. Other formats are available on request.

Please let us know if you would prefer not to receive communications by any particular medium.

Please note that telephone calls may be recorded for training and monitoring purposes.

INSURER SECURITY

Whilst we monitor the financial strength of the insurers with whom we place business it should be noted that the claims-paying ability of even the strongest insurers could be affected by adverse business conditions. We cannot, therefore, guarantee the solvency of any insurer or underwriter.

A liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent.

RISK INFORMATION

The terms of any insurance that we arrange on your behalf will be based upon the information provided by you to us or to your insurers.

As a commercial customer, or someone buying insurance mainly for purposes related to your trade, business or profession, you have a duty to give a 'fair presentation' of the risk to insurers. This means that you must clearly disclose every material circumstance which you, your senior management or persons responsible for arranging your insurance, know or ought to know following a reasonable search, before your cover is placed, when it is renewed and throughout the life of the policy. A material circumstance is anything that may influence an insurer's judgement over whether to take the risk and, if so, on what terms. If you are in any doubt as to whether a circumstance is material, you are advised to disclose it. Failure to disclose a material circumstance may entitle an insurer to impose different terms on your cover or reduce the amount of a claim payable, and in some cases your cover could be invalidated which would mean that a claim would not be paid. You are advised to keep copies of any correspondence you send to us or direct to your insurers.

OUR REMUNERATION

Remuneration for our services is normally in the form of commission (or brokerage) which is a percentage of your insurance premium and payable by the insurer, a fee, as agreed with you, or a combination of the two.

The work associated with administering your insurance policies varies in proportion to the size and complexity of the policy being arranged. The Policy Administration Fees charged by Clear Insurance Management vary dependent on the policy premium applicable, in reflection of this variance in administration workload between different policies. If you require additional details of Clear's Policy Administration fee structure, please contact us

We may also receive income from providers of premium financing facilities where, with your agreement, we have made such arrangements on your behalf.

We may sometimes also earn income for the provision of other services to you, which will be agreed with you on an individual basis.

In the event of a policy being cancelled mid-term, and not replaced by another policy, we reserve the right to retain the commission and any fees earned on the original transaction.

For each insurance policy, including any subsequent renewal, you have a right to request information regarding any remuneration that we have received as a result of placing your insurance business.

CHARGES

An Administration Fee of £20 may be levied if a cheque payment for premiums due fails to clear through the banking system.

If you make any changes to your policy after the inception or renewal date, we will charge a £25.00 Administration Fee in addition to any premium decrease/increase applied by your insurer.

SETTLEMENT TERMS

You are responsible for the prompt settlement of insurance premiums so that we can make the necessary payments to your insurers. Unless otherwise advised, premiums and related fees are due prior to renewal or inception of the policy.

We have no obligation to fund any premiums on your behalf and reserve the right to cancel or lapse your Insurance Policy or cover if you fail to make any payment as it falls due. We cannot be held responsible for any loss which you may suffer as a result of a policy being cancelled or otherwise prejudiced due to the late payment of a premium where the delay is attributable to you.

You shall pay all amounts due in full without any deduction or withholding except as required by law and you shall not be entitled to assert any credit, set-off or counter claim against us in order to justify withholding payment of any such amount in whole or in part. We may, without limiting our other rights or remedies, set-off any amount owing to us against any amount payable by us to you. In the event of late payment, you may be required to pay statutory interest from the due date until the date it is paid.

All amounts payable by you are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made by us to you, you shall, on receipt of a valid VAT invoice from us, pay to us such additional amount in respect of VAT as is chargeable at the same time as payment is due.

METHODS OF PAYMENT

We normally accept payments by cheque, credit or debit card or by bank transfer.

Payment by instalments can be arranged with specialist premium finance providers (please note that we act independently of any particular provider). We will give full information about premium payment options when we provide quotations and at renewal. We act as Credit Broker and not the lender.

In the absence of your instructions to the contrary before expiry date, we will automatically renew your policy if payment is usually made by direct debit.

PERSONAL CREDIT CHECKS

To comply with Consumer Credit legislation, providers of personal credit are required to carry out affordability assessments before making advances of credit. This means that whenever we are asked to arrange personal premium finance, we will pass your name, address and date of birth to the finance provider, to enable it to carry out an assessment. In assessing your application, the provider may search information held by a credit reference agency.

Please note the credit reference agency will add details of the search and your application to their records, whether or not your application proceeds, whilst a record of the search will be added to your credit record, we are advised this will not have any detrimental effect on your credit rating or history.

CREDIT AGREEMENT PAYMENT DEFAULTS

If any direct debit or other payment due in respect of a credit agreement entered into with our suggested provider of premium finance to pay insurance premiums, associated fees and charges is not met when presented for payment, or if you end or do not complete such credit agreement, you acknowledge and agree that it may be necessary for us or the premium finance provider to cancel on your behalf the insurance policies being paid by the said agreement, unless you immediately make other arrangements to pay the remaining balance of the insurance premiums. After cancellation, you agree that you will be responsible for any time on risk charge still outstanding and the finance provider's reasonable costs after application of any refunds allowed by the insurers. You will be responsible for putting in place any alternative insurance arrangements you need, unless you have been able to satisfy the requirements we may have in such a situation to provide an alternative solution.

HANDLING CLIENT AND INSURER MONEY

We hold money received for premiums, return premiums and claims under a non- statutory trust in accordance with the FCA Client Money rules.

1. The Non-Statutory Trust permits us to hold client money as Designated Investments. Any shortfall attributable to falls in market value of client money held as a designated investment in accordance with CASS 5.5.14R will be met by us.
2. The Non-Statutory Trust Deed permits us to use client money held to make advances of credit to our clients in order to fund premiums and facilitate prompt refund and claim payments, subject to strict controls.

In dealing with us you agree to our holding client money in this way. A copy of the Trust Deed is available on request.

In most cases under the terms of our agencies, such money is held on behalf of the insurer at the risk of the insurer who permits their money to be mingled with client money whilst subordinating their own rights to the rights of the clients. Otherwise monies are held on behalf of the client until the insurer is paid. In some cases client money is passed to other authorised intermediaries for onward payment to insurers.

Returns earned on client money and designed investments will be retained by Clear for its own use.

MANAGING YOUR DATA

At Clear we take the protection of our customers' data seriously.

In sourcing, arranging and administering your insurance policies we will need to collect personal information and keep it up to date. We also need to share information with other parties such as insurers, loss adjustors and claims handling companies.

We may also use the data we hold about you to provide you with information about other products and services which we feel are appropriate.

Our Customer Privacy Notice provides details of how we use and share your information as well as your rights and how to exercise them. You can access it at www.thecleargroup.com/privacy-policy or contact us if you would like us to send you a copy.

QUOTATIONS

Unless stated otherwise in our documentation, all quotations provided for new insurances are valid only for a period of 30 days from the date of issue.

You should be aware that quotations may change or be withdrawn if the information given to us or your insurers in proposal forms or declarations differs from that provided at the time the quotation was issued.

CHANGES TO YOUR COVER

We will normally deal with any requests to increase or amend cover on the day your instructions are received, or the next working day if a weekend or public holiday. Sometimes changes cannot be processed without obtaining additional information. If additional information is required we will contact you as quickly as possible.

We will confirm changes to your policy, once agreed, in writing. We will also advise you of any extra premiums you must pay or premiums we must return to you. Refunds of less than £25 may be held to your credit and offset against future premium payments unless you specifically request otherwise.

RECEIPT OF INSTRUCTIONS

We do not consider instructions to arrange or change cover which are sent to us by post, electronic mail or facsimile, or left on voicemail, to have been received until they reach the relevant personnel in our offices. We do not consider instructions sent by text message to have been received until we have responded to the specific message.

We do not accept responsibility for instructions which do not reach us at all due to failures in the postal, electronic or telecommunications systems.

DOCUMENTATION

Our aim is to produce documentation and issue correspondence in a clear and understandable format. In the event of any uncertainty we would ask you to let us know immediately. Our staff are always happy to clarify the cover provided.

You should check all policy documentation to ensure that the details are correct and the cover provided meets with your requirements. Any errors should be notified to us immediately.

All policies contain conditions and exclusions and some contain warranties and excesses. It is your responsibility to examine the documentation to familiarise yourself with these. A breach of a policy condition may result in non-payment of a claim and breach of a warranty may invalidate or suspend the cover if it is not complied with precisely. If you do not fully understand any of your policy terms and conditions or exclusions please contact the office for a fuller explanation.

We recommend that you keep policy documents for as long as a claim is possible under the policy. If your policy includes Employers' Liability insurance, it is prudent to keep a copy of all Employers' Liability Certificates issued.

TRANSFERRED BUSINESS

If we take over the servicing of insurance policies which were originally arranged through another insurance broker or intermediary or directly with an insurer, we do not accept liability for any claim arising out of the advice given by that broker, intermediary or insurer, nor for any errors, omissions or gaps in your current insurance protection.

Please contact us without delay should any aspect of a policy, which has been transferred to us cause you concern or if you need an immediate review. Otherwise we will endeavour to review all transferred policies as they fall due for renewal.

MAKING A CLAIM

Many insurers provide a 24-hour Helpline in respect of claims and you should consult your policy documentation for contact details.

You must report all incidents that could give rise to a claim as soon as you become aware of them, either by contacting your insurer on their helpline or by telephoning our office. You will be advised if you need to complete a claim form or produce documentation to support your claim.

Claim payments will be made in favour of the name shown on the policy. If payment is required to a third party, a signed mandate instruction is required for the insurer to make payment to a specific payee along with a brief explanation for the request.

In certain circumstances late notification may result in your claim being rejected.

If the claim involves damage to your property, please do not dispose of damaged items and/or authorise repair work (except in an emergency or to prevent further damage) until we or your insurers advise that you can.

If your claim involves damage to third party property or injury to persons please pass copies of all correspondence, including solicitors' letters, to us immediately and unanswered. Any attempt to negotiate or respond to the incident, without prior reference to your insurers or us, may prejudice your cover.

You should be aware that a claim arising after renewal of the policy has been invited, may affect the assessment and acceptance of renewal by your insurers.

CONFLICTS OF INTEREST

We aim at all times to treat you fairly. We will not deliberately put ourselves in a position where our interests, or our duties to another party, prevent us from discharging our duty to you. We maintain internal procedures and controls to identify and manage any potential conflicts so that at all times the interests of our customers are reasonably protected.

Where potential conflicts are particularly complex or difficult to manage, we will seek to agree with you the best way to protect your interests and may ask you to confirm that you are happy to proceed on that basis.

COMPLAINTS PROCEDURE

We recognise the importance of service and set ourselves high standards. Should there be an occasion when we do not meet your expectations we are equally committed to dealing with any complaint in a thorough and professional manner.

If you wish to register a complaint or request a copy of our complaints procedures please contact us:

- In writing, addressed to Complaints at the address shown at the end of this document;
- By telephone to 020 7280 3450
- By email to complaints@thecleargroup.com
- If you cannot settle your complaint with us you may be entitled to refer it to the Financial Ombudsman Service (FOS). You can find out more about this by visiting the FOS web site at www.financial-ombudsman.org.uk.

If you are not eligible for referral to the FOS, Clear has an appeal process that ensures that your complaint is reviewed by a senior manager not involved in the original Complaint handling.

A copy of our procedures for dealing with complaints is available on request.

FINANCIAL SERVICES COMPENSATION SCHEME

We are included in the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit.

Further details about compensation scheme arrangements are available from the FSCS.

TERMINATION OF AUTHORITY

You may terminate our authority to act on your behalf with 14 days' written notice or as otherwise agreed. Notice of this termination must be given in writing and will take effect from the date of receipt. Termination is without prejudice to any transactions already initiated unless otherwise agreed in writing. You will be liable to pay for any transactions or adjustments effective prior to termination and we will be entitled to retain any and all fees or brokerage payable in relation to policies placed by us prior to the date of termination. At the point of termination of authority, all claims previously notified will become the responsibility of the new broker unless otherwise previously agreed in writing.

CANCELLATION OF POLICIES

If you wish to cancel your policy you may be entitled to a refund of part of your premium as long as no claims have occurred during the time you have been on cover. The refund due may not necessarily be proportionate to the remaining period of cover. Additionally you should note the following:

- Insurers do not normally allow refunds in cases where a minimum and deposit premium has been charged
- Cancellation may not be possible until you return your certificate of insurance to us or your insurers
- Cancellation of a direct debit does not necessarily cancel a policy and any balance of premium owing may be requested by the insurers.

When your policy ends or is cancelled, we will send you any documentation and information to which you are entitled on request.

LIMITATION OF LIABILITY

We do not accept any responsibility or liability to you under any circumstances for any:

- a) Special, indirect or consequential loss or damage or any loss of profit, income, anticipated savings, production or accruals; or
- b) Loss following declinature of a claim, or reduction of any claim indemnity payment or avoidance of your policy by an insurer which results from your:
 - i) failure to provide complete and/or accurate information which we or your insurer have requested from you in quoting for any risk we place on your behalf;
 - ii) breach of any terms, conditions or warranties within your policy of insurance; or
 - iii) failure to comply with any of the claims conditions in your policy of insurance.

Sub-clauses ii) and iii) above do not apply where such breach or failure was caused as a direct result of a breach of duty in the provision of professional services.

Unless otherwise agreed in writing, our total aggregate liability to you in respect of any one claim or series of related claims shall not exceed £10,000,000 (Ten Million Pounds Sterling).

Our liability to you shall also be limited the extent of our responsibility for any loss, taking into account the responsibility of other parties, including you and any sub-broker or placing broker. You agree that our liability shall not be increased by your inability to recover from such other person or party, or your decision not to recover from any other person or party.

Nothing in these terms excludes or limits our liability for death or personal injury caused by our negligence, or for any fraud, fraudulent misrepresentation or breach of any regulatory obligation.

FORCE MAJEURE

We shall not be liable to you if we are unable to perform our service as a result of any cause beyond our reasonable control. In the event of any such occurrence affecting us we shall notify you as soon as reasonably practicable.

LAW AND JURISDICTION

These Terms of Business shall be governed by and construed in accordance with English Law. In relation to any legal action or proceedings arising out of or in connection with these Terms of Business we both irrevocably submit to the exclusive jurisdiction of the English courts.

Clear Insurance Management Limited
24 Monument Street
London
EC3R 8AJ

Company Reg. No: 3712209

Commercial Terms of Business v1.24
September 2026



Risk Assessment: Light Switch-on Event 27th November 2026

Assessment Prepared By:	Clerk on behalf of Stalham Town Council (STC)	Document Reference:	Christmas Set-up and Light Switch-on Event 27th November 2026
Date of Assessment:	21 st September 2026	Document Status:	Public
Date of Review:	To be reviewed no later than one week before the event, immediately following any significant change to the event layout, activities, suppliers, weather forecast or traffic management arrangements, and after the event to capture lessons learned.	Scope:	Council-hosted event along the High Street

HIGH STREET CHRISTMAS SET-UP

What are the Hazards	Who might be harmed	Controls	Residual Score	Risk Status	Further Actions Required?	Action by Whom?	Action by When?	Action Completed Date
Accident during installation or removal of the tree and decorations	Person falling from height, tripping or otherwise injuring themselves whilst the tree is lifted into place. Person injured using tools during installation.	Any volunteer assisting will only carry out work that they are competent to do and will do this under Council's instruction. Any ladders or equipment used (i.e., saws or hand tools) will be used in accordance with their intended purpose and only used or operated by someone who is competent to do so. If ladders are used, someone will be instructed to hold the base of the ladder, and care should be taken to ensure that the base of the ladder is on a secure surface. No volunteers are to climb ladders if they do not feel safe doing so. No one should lift or handle anything that is not within their physical capabilities. Town Council to check the site when installation and removal are complete to ensure that the tree and decorations are secure and there is nothing that will present a hazard to members of the public.	L	Tolerate	Dynamic checks during event to ensure the risk remains well controlled, so far as reasonably practicable.	STC	During event	27 November 2026
Member of the public injured during installation and dismantling	Risk to all persons: injury	The tree will be installed and removed at a time when pedestrian movement is low. The Council will ensure that members of the public are not in the vicinity of any moving vehicle.	L	Tolerate	Dynamic checks during event to ensure the risk remains well controlled, so far as reasonably practicable	STC	During event	27 November 2026
Increased risk of installation accidents due to adverse weather	Risk to all	In the case of high winds, ice, or other adverse weather conditions, the lead Councillor is to assess the safety of operations and, if necessary, consult with the town clerk before continuing.	L	Tolerate	Weather forecast to be checked before installation and removal. Installation/removal to be postponed if high winds, ice, poor visibility or other unsafe conditions are present.	Lead Councillor / Town Clerk	Before installation/removal	
Tree falling over after installation.	Risk to all	The tree stand has been securely fitted into the hole and secured with wedges. The Councillor will ensure that this is secure before the tree is placed into the stand. The Town Clerk will be responsible for checking the tree once a week until this is removed. Additional checks will take place if high winds are forecast, and if there are any safety concerns, the clerk will liaise with councillors to decide if the tree should be taken down.	L	Tolerate	Tree fixings and stability to be checked after installation, weekly thereafter, before the event, and following high winds or adverse weather. If movement, damage or instability is identified, the area will be made safe and the tree removed or secured before public access continues.	STC	During event	27 November 2026
Electrocution	Risk to all	Christmas lights used as part of the event will be LED, low voltage and battery-operated wherever practicable. All lights, battery packs and associated equipment must be visually checked before use for damage, exposed wiring, loose connections or signs of overheating. Damaged equipment must not be used. Any lights or electrical equipment provided by businesses, stallholders or third parties remain the responsibility of the provider and must be suitable for outdoor/event use. Cables, where used, must be routed away from pedestrian routes or suitably covered/protected to prevent trip hazards and damage. Equipment must not be used in wet conditions unless confirmed as suitable for outdoor use.	L	Tolerate	Confirm with participating businesses/stallholders that any lighting or electrical equipment they provide is suitable, undamaged and checked before use.	STC / participating businesses / stallholders	Before event	25 November 2027

LIGHT SWITCH ON EVENT

What are the Hazards	Who might be harmed	Controls	Residual Score	Risk Status	Further Actions Required?	Action by Whom?	Action by When?	Action Completed Date
Slips and trips	Anyone may suffer personal injury due to a slip or trip caused by uneven ground, tripping over tent pegs or marquee ties or obstructions.	The event area will be inspected before opening to identify uneven surfaces, obstructions, trailing cables, temporary equipment, tent pegs, marquee ties or other trip hazards. Obstructions that cannot be removed will be clearly marked, protected or barriered. Cables must be routed away from pedestrian routes where possible or covered with suitable cable protection. Stewards will monitor the event area during the event and arrange for hazards to be removed, marked or reported promptly. Adequate lighting will be maintained where practicable.	L	Tolerate	Complete a pre-event site walk-through and continue periodic checks during the event.	STC	During event	27 November 2026
Fire	Risk of personal injury, potentially fatal, from poor fire safety procedures or poorly maintained fire equipment (extinguishers and alarm system). Use of bottled gas.	All equipment and monitoring systems are maintained in accordance with legal and regulatory standards. Fire exits and evacuation points are clearly marked. The event is predominantly outdoors. Use of bottled gas onsite is not permitted.	L	Tolerate	Dynamic checks during event to ensure the risk remains well controlled, so far as reasonably practicable	STC	During event	27 November 2026
First Aid	Risk to all of increased severity of personal injury due to lack of adequate First Aid provision onsite	First aid provision will be available during the event through the appointed First Responder Team. The first aid point will be identified before the event and communicated to stewards, volunteers and organisers. Stewards and volunteers will be briefed on how to contact first aid support and how to escalate to emergency services if required. Clear access will be maintained for emergency vehicles and first aid responders. Any accident, incident or near miss will be reported to the event organiser and recorded in accordance with the accident, incident or occurrence procedure.	L	Tolerate	Confirm first aid provider, first aid location, communication route and emergency access arrangements before the event.	STC	Before event	
Vehicular Movement	Risk of personal injury, potentially severe, from moving vehicles on and around site.	Road closure and traffic management arrangements will be agreed and implemented before the event. Suitable barriers, cones and signage will be positioned to clearly separate vehicles from pedestrians. Marshals will be briefed on their roles, vehicle access points, emergency access arrangements and communication procedure. Vehicle movements within or near the event area will be restricted to essential access only and controlled by marshals. Emergency vehicle access must be maintained at all times.	L	Tolerate	Confirm approved road closure/traffic management arrangements, marshal briefing and emergency access route before the event.	STC / traffic management provider / marshals	Before event	27 November 2026
Communicable Disease (e.g. COVID-19)	Risk to all from communicable disease, respiratory infection or general ill health.	Current guidance on outdoor events from the NHS is to be followed. Handwashing facilities are available. Stalls are encouraged to provide hand gel to users. Masks may be worn.	L	Tolerate	None required			

What are the Hazards	Who might be harmed	Controls	Residual Score	Risk Status	Further Actions Required?	Action by Whom?	Action by When?	Action Completed Date
Food Safety and Hygiene	Risk to all from poorly prepared or cooked food	All providers providing food must provide a copy of their Food Safety Certification in advance, and a copy of their risk assessment.	L	Tolerate	Food providers must provide details of their Food Safety Certification and any other relevant information in advance.	STC	Pre Event	20 November 2026
Waste and litter	Overflowing bins attracting rodents and trip hazards	Additional bins are in place for the event, litter picking throughout by volunteers.	L	Tolerate	Stewards and volunteers to monitor bins and litter throughout the event. Overflowing bins, broken glass, food waste or other hazards to be reported and dealt with promptly. Final litter pick and site check to be completed after the event before the area is returned to normal public use.	STC	During event	27 November 2026
Inclement or Severe weather	Risk of personal injury from severe weather e.g., high winds/severe flooding. Risk to buildings/equipment and belongings.	Weather in advance of the event is to be monitored, and the event will be cancelled by the STC if the risk is deemed to be too high. If the weather deteriorates during the event, the STC will make any decision to close the event early, close rides, or ask for gazebos to be taken down to ensure safety for all.	L	Tolerate	Check before the event and take any action necessary (e.g., event cancellation)	STC	Morning of event	25 November 2026
Public Disorder	Risk to all of personal injury from physical abuse or attack, including behaviour due to drug or alcohol misuse.	STC will be present on-site and will take any necessary action, including contacting the emergency services if required. Local police are aware that the event is taking place.	L	Tolerate	Dynamic checks during event to ensure the risk remains well controlled, so far as reasonably practicable	STC	During event	27 November 2026
Financial	Risk to STC of financial loss due to event cancellation	STC have invested funds to a safe risk level and has attracted grant funding as far as possible.	L	Tolerate	None required			
Reputation	Risk to STC reputation if event is not adequately risk assessed or safe	Risk Assessment completed and circulated to all stakeholders. Dynamic monitoring during the event to deal with any issues which may arise.	L	Tolerate	Dynamic checks during event to ensure the risk remains well controlled, so far as reasonably practicable	STC	During event	27 November 2026
Safeguarding children; lost/unsupervised children	Risk of children being lost or injured	This is a family event and children remain the responsibility of their parents/carers at all times. A clearly identified lost child point will be agreed before the event and communicated to stewards, volunteers and organisers. Stewards and volunteers will wear high-visibility clothing so they can be easily identified. If a child is found, two responsible adults should remain present wherever practicable and the child should not be left alone with one adult. Announcements may be made via the PA system where appropriate, avoiding unnecessary personal details. If a child is not reunited with a parent/carer within a reasonable time, or if there are safeguarding concerns, the police will be contacted.	L	Tolerate	Confirm the location of the lost child point and brief stewards/volunteers on the lost child procedure before the event.	STC	Before event	27 November 2026

Terrorism	All attendees, exhibitors and workers are at risk of a terrorist attack	Event organiser considers the local security context as part of event planning. Stewards to be briefed to remain alert, report suspicious behaviour or items promptly, and support instructions from emergency services. Emergency arrangements to include how stewards will raise the alarm, contact 999 when safe, and direct participants and the public away from danger. Public safety messaging may refer to current official guidance, including Run, Hide, Tell, where appropriate.	L	Tolerate	Share emergency arrangements with stewards and parade participants before the event.	STC	Before event	27 November 2026
Crowd Congestion / Overcrowding	Attendees, volunteers, stewards, stallholders and members of the public may be injured due to crowd pressure, restricted movement, slips/trips or difficulty leaving the area.	Expected attendance and likely pinch points will be considered during event planning. Stewards will monitor crowd movement and identify areas where congestion is developing. Access routes, emergency routes and pedestrian walkways will be kept clear wherever practicable. Queues for stalls, attractions or activities will be managed to avoid blocking roads, pavements, shop entrances or emergency access. The PA system may be used to give public safety instructions if required.	L	Tolerate	Steward positions and crowd management arrangements to be confirmed before the event.	STC	Before event / during event	27 November 2026
Temporary Structures, gazebos and stalls	Attendees, stallholders, volunteers and members of the public may be injured by unstable temporary structures, collapsing equipment or wind-blown items.	Stallholders and suppliers are responsible for ensuring their gazebos, stalls, tables and temporary structures are suitable, stable and safely erected. Gazebos must be adequately weighted or secured and must not obstruct pedestrian routes, emergency access or sightlines. Temporary structures should be checked before opening and monitored during the event. If weather conditions deteriorate or structures become unstable, STC may require structures to be secured, closed or removed.	L	Tolerate	Confirm stallholder requirements before the event and inspect temporary structures before opening.	STC / stallholders	Before event / during event	27 November 2026
Event communication failure - Communication failure between organisers, stewards and volunteers	Attendees, volunteers, stewards, stallholders and members of the public may be harmed if incidents are not communicated or escalated promptly.	A communication method will be agreed before the event, such as mobile phone contact list, radios or nominated contact points. Stewards, volunteers and key organisers will be briefed on who to contact in the event of an incident, lost child, medical issue, fire, public disorder, severe weather or emergency. Emergency contact details will be available to the event organiser and key stewards. The PA system may be used to communicate public safety messages if required.	L	Tolerate	Prepare and share contact list and escalation procedure before the event.	STC	Before event	25 November 2026

Accessibility and vulnerable attendees	Disabled attendees, older people, children, people with mobility issues, sensory needs or other vulnerabilities may be placed at increased risk if routes, facilities or emergency arrangements are not accessible.	Event layout will consider accessible routes, clear walkways, seating/rest points where practicable, lighting, uneven surfaces and access to key areas. Stewards will be briefed to provide directions and assistance where appropriate. Emergency arrangements will consider attendees who may need additional support to move away from danger. Obstructions should not block dropped kerbs, pavements or accessible routes.	L	Tolerate	Include accessibility considerations in the pre-event site walk-through.	STC	Before/during event	27 November 2026
Post-event dismantling and site close-down	Volunteers, stallholders, contractors, attendees and members of the public may be injured during dismantling, vehicle movement, lifting, waste removal or removal of temporary structures.	Dismantling will be controlled by STC or the appointed event lead. Vehicle access will be managed and kept separate from pedestrians wherever practicable. Volunteers and stallholders must only move or lift items within their capability and should use team lifts where required. Temporary structures, cables, bins, barriers and equipment will be removed safely. A final site inspection will be completed to ensure the area is clear of waste, obstructions, trip hazards and unsafe items before normal public use resumes.	L	Tolerate	Complete final post-event site inspection and record any issues for future events.	STC	After event	TBC

Accident, Incident or Occurrence Procedure:

- Assess the situation, observing what has happened quickly and calmly; look for dangers to yourself and the casualty, DO NOT put yourself at risk. If you are the casualty, then summon assistance as quickly as possible.
- Make the area safe, protect the casualty from further danger, and be aware of your limitations. DO NOT move the casualty unless their life is in immediate danger.
- Contact the onsite first aid personnel or emergency services as appropriate. DO NOT attempt any first aid unless you are trained to do so.
- If needed, the **what3words location** details are: scrambles. sleepless. lateral
- If emergency medical assistance has been arranged, report the occurrence to the event organiser; pay particular attention to recording the following details:
 1. Full name, address and occupation of the casualty.
 2. Date and time of occurrence.
 3. Place and circumstances of the incident (give as much detail as possible as to what activities were being carried out, details of the location and any other conditions that may have influenced the occurrence).
 4. Details of any injury and treatment given.
 5. Full names and contact details of any witnesses