# STUBTON PARISH COUNCIL

Dear Councillors,

You are hereby summoned to attend the Annual Meeting of the Parish Council on **Monday 12<sup>th</sup> May 2025 at 7.30pm** at **Stubton Village Hall, Fenton Road, Stubton**, for the purposes of considering & resolving upon business to be transacted as set out in this Agenda.

Meetings are recorded by the clerk for preparation of the Minutes. Recordings are deleted once Minutes are drafted.

Signed: Jackie Britten-Crooks

Parish Clerk

Dated: 3<sup>rd</sup> May 2025

Council Members: Cllr David Wood, Cllr Sam Kirk & Cllr Jenny Taylor.

# **AGENDA**

- **1. APPOINTMENT OF A CHAIRMAN FOR THE ENSUING YEAR.**
- 2. TO RECEIVE DECLARATION OF ACCEPTANCE OF OFFICE OF CHAIRMAN.
- 3. APPOINTMENT OF A VICE CHAIRMAN FOR THE ENSUING YEAR.
- 4. TO RECEIVE DECLARATION OF ACCEPTANCE OF OFFICE OF VICE CHAIRMAN.

#### 5. APOLOGIES FOR ABSENCE

To receive & note apologies for absence where reasons for absence have been given to the Clerk prior to the Meeting.

#### 6. DECLARATIONS OF INTEREST

To receive Declarations of Interest under the Localism Act 2011 – this being any pecuniary or non-pecuniary interest in agenda items not previously recorded on Members' Register of Interests.

# 7. MINUTES

Motion: To **Resolve** to accept the Minutes of the previous Meeting held on 17<sup>th</sup> March 2025 & the Extraordinary Meeting held on Monday 28<sup>th</sup> April 2025.

## 8. STANDING ORDERS

Motion: To Resolve to adopt NALC model Standing Orders, adapted, for 2025. Appendix 1

#### 9. INSURANCE

Motion: To **Resolve** to consider & approve a suitable insurance policy for the Parish Council & for payment to be made. <u>Appendix 2</u>

#### **10. RISK REGISTER**

Motion: To Resolve to adopt the Risk Register. Appendix 3

### **11. ANNUAL GOVERNANCE & ACCOUNTABILITY RETURN**

- a) Motion: To **Resolve** to approve Governance Statement
- b) Motion: To **Resolve** to approve Accounting Statement
- c) Motion: To **Resolve** to approve Exemption Certificate. <u>Appendix 4</u>
- d) Motion: To **Resolve** to approve Transparency Code/Publication Scheme. <u>Appendix 5</u>

To note internal audit & dates of Public Notice.

#### **12. FINANCE**

To note Bank balance as of 8 May 2025.

#### 13. CO-OPTION

Motion: To consider & **Resolve** to co-opt a resident of Stubton onto the Parish Council & to receive a Declaration of Acceptance of Office. <u>Appendix 6 (GDPR)</u>

#### 14. VILLAGE PLANTING SCHEME

Motion: To **Resolve** to approve planting scheme & sum to be spent on summer bedding plants for open spaces in the village.

Date of next meeting:



# MODEL STANDING ORDERS 2025 UPDATE (ENGLAND)

National Association of Local Councils (NALC)

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#### INTRODUCTION

#### This is an update to Model Standing Orders 14 and 18.

#### HOW TO USE MODEL STANDING ORDERS

Standing orders are the written rules of a local council. Standing orders are essential to regulate the proceedings of a meeting. A council may also use standing orders to confirm or refer to various internal organisational and administrative arrangements. The standing orders of a council are not the same as the policies of a council but standing orders may refer to them.

Local councils operate within a wide statutory framework. NALC model standing orders incorporate and reference many statutory requirements to which councils are subject. It is not possible for the model standing orders to contain or reference all the statutory or legal requirements which apply to local councils. For example, it is not practical for model standing orders to document all obligations under data protection legislation. The statutory requirements to which a council is subject apply whether or not they are incorporated in a council's standing orders.

The model standing orders do not include model financial regulations. Financial regulations are standing orders to regulate and control the financial affairs and accounting procedures of a local council. The financial regulations, as opposed to the standing orders of a council, include most of the requirements relevant to the council's Responsible Financial Officer. Model financial regulations are available to councils in membership of NALC.

### **DRAFTING NOTES**

Model standing orders that are in bold type contain legal and statutory requirements. It is recommended that councils adopt them without changing them or their meaning. Model standing orders not in bold are designed to help councils operate effectively but they do not contain statutory requirements so they may be adopted as drafted or amended to suit a council's needs. It is NALC's view that all model standing orders will generally be suitable for councils.

For convenience, the word "councillor" is used in model standing orders and, unless the context suggests otherwise, includes a non-councillor with or without voting rights. Model standing orders use gender-neutral language (e.g. "Chair").

A model standing order that includes brackets like this '()' requires information to be inserted by a council. A model standing order that includes brackets like this '[]' and the term 'OR' provides alternative options for a council to choose from when determining standing orders.

## 1. RULES OF DEBATE AT MEETINGS

- a Motions on the agenda shall be considered in the order that they appear unless the order is changed at the discretion of the chair of the meeting.
- b A motion (including an amendment) shall not be progressed unless it has been moved and seconded.
- c A motion on the agenda that is not moved by its proposer may be treated by the chair of the meeting as withdrawn.
- d If a motion (including an amendment) has been seconded, it may be withdrawn by the proposer only with the consent of the seconder and the meeting.
- e An amendment is a proposal to remove or add words to a motion. It shall not negate the motion.
- f If an amendment to the original motion is carried, the original motion (as amended) becomes the substantive motion upon which further amendment(s) may be moved.
- g An amendment shall not be considered unless early verbal notice of it is given at the meeting and, if requested by the chair of the meeting, is expressed in writing to the chair.
- h A councillor may move an amendment to their own motion if agreed by the meeting. If a motion has already been seconded, the amendment shall be with the consent of the seconder and the meeting.
- i If there is more than one amendment to an original or substantive motion, the amendments shall be moved in the order directed by the chair of the meeting.
- j Subject to standing order 1(k), only one amendment shall be moved and debated at a time, the order of which shall be directed by the chair of the meeting.
- k One or more amendments may be discussed together if the chair of the meeting considers this expedient but each amendment shall be voted upon separately.
- A councillor may not move more than one amendment to an original or substantive motion.
- m The mover of an amendment has no right of reply at the end of debate on it.
- n Where a series of amendments to an original motion are carried, the mover of the original motion shall have a right of reply either at the end of debate on the first amendment or at the very end of debate on the final substantive motion immediately before it is put to the vote.

- o Unless permitted by the chair of the meeting, a councillor may speak once in the debate on a motion except:
  - i. to speak on an amendment moved by another councillor;
  - ii. to move or speak on another amendment if the motion has been amended since he last spoke;
  - iii. to make a point of order;
  - iv. to give a personal explanation; or
  - v. to exercise a right of reply.
- p During the debate on a motion, a councillor may interrupt only on a point of order or a personal explanation and the councillor who was interrupted shall stop speaking. A councillor raising a point of order shall identify the standing order which he considers has been breached or specify the other irregularity in the proceedings of the meeting he is concerned by.
- q A point of order shall be decided by the chair of the meeting and their decision shall be final.
- r When a motion is under debate, no other motion shall be moved except:
  - i. to amend the motion;
  - ii. to proceed to the next business;
  - iii. to adjourn the debate;
  - iv. to put the motion to a vote;
  - v. to ask a person to be no longer heard or to leave the meeting;
  - vi. to refer a motion to a committee or sub-committee for consideration;
  - vii. to exclude the public and press;
  - viii. to adjourn the meeting; or
  - ix. to suspend particular standing order(s) excepting those which reflect mandatory statutory or legal requirements.
- s Before an original or substantive motion is put to the vote, the chair of the meeting shall be satisfied that the motion has been sufficiently debated and that the mover of the motion under debate has exercised or waived their right of reply.
- t Excluding motions moved under standing order 1(r), the contributions or speeches by a councillor shall relate only to the motion under discussion and shall not exceed 5 minutes without the consent of the chair of the meeting.

## 2. DISORDERLY CONDUCT AT MEETINGS

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

### 3. MEETINGS GENERALLY

Full Council meetings•Committee meetings•Sub-committee meetings•

- a Meetings shall not take place in premises which at the time of the meeting are used for the supply of alcohol, unless no other premises are available free of charge or at a reasonable cost.
- b The minimum three clear days for notice of a meeting does not include the day on which notice was issued, the day of the meeting, a Sunday, a day of the Christmas break, a day of the Easter break or of a bank holiday or a day appointed for public thanksgiving or mourning.
- c The minimum three clear days' public notice for a meeting does not include the day on which the notice was issued or the day of the meeting unless the meeting is convened at shorter notice.
- d Meetings shall be open to the public unless their presence is prejudicial to the public interest by reason of the confidential nature of the business to be transacted or for other special reasons. The public's exclusion from part or all of a meeting shall be by a resolution which shall give reasons for the public's exclusion.
  - e Members of the public may make representations, answer questions and give evidence at a meeting which they are entitled to attend in respect of the business on the agenda.
  - f The period of time designated for public participation at a meeting in accordance with standing order 3(e) shall not exceed 20 minutes unless

directed by the chair of the meeting.

- g Subject to standing order 3(f), a member of the public shall not speak for more than 5 minutes.
- h In accordance with standing order 3(e), a question shall not require a response at the meeting nor start a debate on the question. The chair of the meeting may direct that a written or oral response be given.
- i A person shall raise their hand when requesting to speak.
- j A person who speaks at a meeting shall direct their comments to the chair of the meeting.
- k Only one person is permitted to speak at a time. If more than one person wants to speak, the chair of the meeting shall direct the order of speaking.
- Subject to standing order 3(m), a person who attends a meeting is permitted to report on the meeting whilst the meeting is open to the public. To "report" means to film, photograph, make an audio recording of meeting proceedings, use any other means for enabling persons not present to see or hear the meeting as it takes place or later or to report or to provide oral or written commentary about the meeting so that the report or commentary is available as the meeting takes place or later to persons not present. (The public forum takes place in advance of the meeting and may not be recorded).
- M A person present at a meeting may not provide an oral report or oral
   commentary about a meeting as it takes place without permission.
- n The press shall be provided with reasonable facilities for the taking of
   their report of all or part of a meeting at which they are entitled to be present.
- Subject to standing orders which indicate otherwise, anything authorised or required to be done by, to or before the Chair of the Council may in their absence be done by, to or before the Vice-Chair of the Council (if there is one).
- p The Chair of the Council, if present, shall preside at a meeting. If the Chair is absent from a meeting, the Vice-Chair of the Council (if there is one) if present, shall preside. If both the Chair and the Vice-Chair are absent from a meeting, a councillor as chosen by the councillors present at the meeting shall preside at the meeting.
- q Subject to a meeting being quorate, all questions at a meeting shall be
- decided by a majority of the councillors and non-councillors with voting
   rights present and voting.
- r The chair of a meeting may give an original vote on any matter put to
- the vote, and in the case of an equality of votes may exercise their

#### • casting vote whether or not he gave an original vote.

See standing orders 5(h) and (i) for the different rules that apply in the election of the Chair of the Council at the annual meeting of the Council.

- s Unless standing orders provide otherwise, voting on a question shall be by a show of hands. At the request of a councillor, the voting on any question shall be recorded so as to show whether each councillor present and voting gave their vote for or against that question. Such a request shall be made before moving on to the next item of business on the agenda.
  - t The minutes of a meeting shall include an accurate record of the following:
    - i. the time and place of the meeting;
    - ii. the names of councillors who are present and the names of councillors who are absent;
    - iii. interests that have been declared by councillors and non-councillors with voting rights;
    - iv. the grant of dispensations (if any) to councillors and non-councillors with voting rights;
    - v. whether a councillor or non-councillor with voting rights left the meeting when matters that they held interests in were being considered;
    - vi. if there was a public participation session; and
    - vii. the resolutions made.
- u A councillor or a non-councillor with voting rights who has a
- disclosable pecuniary interest or another interest as set out in the
   Council's code of conduct in a matter being considered at a meeting is subject to statutory limitations or restrictions under the code on their right to participate and vote on that matter.
- V No business may be transacted at a meeting unless at least one-third of the whole number of members of the Council are present and in no case shall the quorum of a meeting be less than three.

See standing order 4d(viii) for the quorum of a committee or sub-committee meeting.

#### • w If a meeting is or becomes inquorate no business shall be transacted

- and the meeting shall be closed. The business on the agenda for the meeting
   shall be adjourned to another meeting
- shall be adjourned to another meeting.
  - x A meeting shall not exceed a period of 2 hours.

## 4. COMMITTEES AND SUB-COMMITTEES

- a Unless the Council determines otherwise, a committee may appoint a sub-committee whose terms of reference and members shall be determined by the committee.
- b The members of a committee may include non-councillors unless it is a committee which regulates and controls the finances of the Council.
- c Unless the Council determines otherwise, all the members of an advisory committee and a sub-committee of the advisory committee may be non-councillors.
- d The Council may appoint standing committees or other committees as may be necessary, and:
  - i. shall determine their terms of reference;
  - ii. shall determine the number and time of the ordinary meetings of a standing committee up until the date of the next annual meeting of the Council;
  - iii. shall permit a committee, other than in respect of the ordinary meetings of a committee, to determine the number and time of its meetings;
  - iv. shall, subject to standing orders 4(b) and (c), appoint and determine the terms of office of members of such a committee;
  - w. may, subject to standing orders 4(b) and (c), appoint and determine the terms of office of the substitute members to a committee whose role is to replace the ordinary members at a meeting of a committee if the ordinary members of the committee confirm to the Proper Officer () days before the meeting that they are unable to attend;
  - vi. shall, after it has appointed the members of a standing committee, appoint the chair of the standing committee;
  - vii. shall permit a committee other than a standing committee, to appoint its own chair at the first meeting of the committee;
  - viii. shall determine the place, notice requirements and quorum for a meeting of a committee and a sub-committee which, in both cases, shall be no less than three;

- ix. shall determine if the public may participate at a meeting of a committee;
- x. shall determine if the public and press are permitted to attend the meetings of a sub-committee and also the advance public notice requirements, if any, required for the meetings of a sub-committee;
- xi. shall determine if the public may participate at a meeting of a subcommittee that they are permitted to attend; and
- xii. may dissolve a committee or a sub-committee.

# 5. ORDINARY COUNCIL MEETINGS

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

#### give a casting vote in the case of an equality of votes.

- j Following the election of the Chair of the Council and Vice-Chair (if there is one) of the Council at the annual meeting, the business shall include:
  - i. In an election year, delivery by the Chair of the Council and councillors of their acceptance of office forms unless the Council resolves for this to be done at a later date. In a year which is not an election year, delivery by the Chair of the Council of their acceptance of office form unless the Council resolves for this to be done at a later date;
  - ii. Confirmation of the accuracy of the minutes of the last meeting of the Council;
  - Review and adoption of appropriate standing orders and financial regulations if not reviewed at an earlier meeting over the previous 12 months;
  - iv. Review of representation on or work with external bodies and arrangements for reporting back
  - v. In an election year, to make arrangements with a view to the Council becoming eligible to exercise the general power of competence in the future;
  - vi. Confirmation of arrangements for insurance cover in respect of all insurable risks, *if not confirmed at an earlier meeting over the previous 12 months*;
  - vii. Review of the Council's and/or staff subscriptions to other bodies, *if not reviewed at an earlier meeting over the previous 12 months*;
  - viii. Determining the time and place of the next ordinary meeting of the Council and any other meetings he/she may wish to include.

# 6. EXTRAORDINARY MEETINGS OF THE COUNCIL, COMMITTEES AND SUB-COMMITTEES

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

committee at any time.

d If the chair of a committee does not call an extraordinary meeting within 7 days of having been requested to do so by a majority of members of the committee, any 2 members of the committee may convene an extraordinary meeting of the committee.

# 7. **PREVIOUS RESOLUTIONS**

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

# 8. VOTING ON APPOINTMENTS

a Where more than two persons have been nominated for a position to be filled by the Council and none of those persons has received an absolute majority of votes in their favour, the name of the person having the least number of votes shall be struck off the list and a fresh vote taken. This process shall continue until a majority of votes is given in favour of one person. A tie in votes may be settled by the casting vote exercisable by the chair of the meeting.

# 9. MOTIONS FOR A MEETING THAT REQUIRE WRITTEN NOTICE TO BE GIVEN TO THE PROPER OFFICER

- a A motion shall relate to the responsibilities of the meeting for which it is tabled and in any event shall relate to the performance of the Council's statutory functions, powers and obligations or an issue which specifically affects the Council's area or its residents.
- No motion may be moved at a meeting unless it is on the agenda and the mover has given written notice of its wording to the Proper Officer at least 7 clear days before the meeting. Clear days do not include the day of the notice or the day of the meeting.
- c The Proper Officer may, before including a motion on the agenda received in

accordance with standing order 9(b), correct obvious grammatical or typographical errors in the wording of the motion.

- d If the Proper Officer considers the wording of a motion received in accordance with standing order 9(b) is not clear in meaning, the motion shall be rejected until the mover of the motion resubmits it, so that it can be understood, in writing, to the Proper Officer at least 6 clear days before the meeting.
- e If the wording or subject of a proposed motion is considered improper, the Proper Officer shall consult with the chair of the forthcoming meeting or, as the case may be, the councillors who have convened the meeting, to consider whether the motion shall be included in the agenda or rejected.
- f The decision of the Proper Officer as to whether or not to include the motion on the agenda shall be final.
- g Motions received shall be recorded and numbered in the order that they are received.
- h Motions rejected shall be recorded with an explanation by the Proper Officer of the reason for rejection.

#### 10. MOTIONS AT A MEETING THAT DO NOT REQUIRE WRITTEN NOTICE

- a The following motions may be moved at a meeting without written notice to the Proper Officer:
  - i. to correct an inaccuracy in the draft minutes of a meeting;
  - ii. to move to a vote;
  - iii. to defer consideration of a motion;
  - iv. to refer a motion to a particular committee or sub-committee;
  - v. to appoint a person to preside at a meeting;
  - vi. to change the order of business on the agenda;
  - vii. to proceed to the next business on the agenda;
  - viii. to require a written report;
  - ix. to appoint a committee or sub-committee and their members;
  - x. to extend the time limits for speaking;
  - xi. to exclude the press and public from a meeting in respect of confidential or other information which is prejudicial to the public interest;

- xii. to not hear further from a councillor or a member of the public;
- xiii. to exclude a councillor or member of the public for disorderly conduct;
- xiv. to temporarily suspend the meeting;
- xv. to suspend a particular standing order (unless it reflects mandatory statutory or legal requirements);
- xvi. to adjourn the meeting; or
- xvii. to close the meeting.

#### 11. MANAGEMENT OF INFORMATION

See also standing order 20.

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

#### 12. **DRAFT MINUTES**

Full Council meetings•Committee meetings•Sub-committee meetings•

a If the draft minutes of a preceding meeting have been served on councillors with the agenda to attend the meeting at which they are due to be approved for accuracy, they shall be taken as read.

- b There shall be no discussion about the draft minutes of a preceding meeting except in relation to their accuracy. A motion to correct an inaccuracy in the draft minutes shall be moved in accordance with standing order 10(a)(i).
- c The accuracy of draft minutes, including any amendment(s) made to them, shall be confirmed by resolution and shall be signed by the chair of the meeting and stand as an accurate record of the meeting to which the minutes relate.
- d If the chair of the meeting does not consider the minutes to be an accurate record of the meeting to which they relate, he shall sign the minutes and include a paragraph in the following terms or to the same effect:

"The chair of this meeting does not believe that the minutes of the meeting of the Parish Council held on [date] in respect of ( ) were a correct record but this view was not upheld by the meeting and the minutes are confirmed as an accurate record of the proceedings."

- e If the Council's gross annual income or expenditure (whichever is
  - higher) does not exceed £25,000, it shall publish draft minutes on a website which is publicly accessible and free of charge not later than one month after the meeting has taken place.
    - f Subject to the publication of draft minutes in accordance with standing order 12(e) and standing order 20(a) and following a resolution which confirms the accuracy of the minutes of a meeting, the draft minutes or recordings of the meeting for which approved minutes exist shall be destroyed.

# 13. CODE OF CONDUCT AND DISPENSATIONS

See also standing order 3(u).

- a All councillors and non-councillors with voting rights shall observe the code of conduct adopted by the Council.
- b Unless they have been granted a dispensation, a councillor or non-councillor with voting rights shall withdraw from a meeting when it is considering a matter in which he has a disclosable pecuniary interest. They may return to the meeting after it has considered the matter in which he had the interest.
- Unless they have been granted a dispensation, a councillor or non-councillor with voting rights shall withdraw from a meeting when it is considering a matter in which he has another interest if so required by the Council's code of conduct. They may return to the meeting after it has considered the matter in which they had the interest.
- d Dispensation requests shall be in writing and submitted to the Proper

**Officer** as soon as possible before the meeting, or failing that, at the start of the meeting for which the dispensation is required.

- e A decision as to whether to grant a dispensation shall be made by the Proper Officer and that decision is final.
- f A dispensation request shall confirm:
  - i. the description and the nature of the disclosable pecuniary interest or other interest to which the request for the dispensation relates;
  - ii. whether the dispensation is required to participate at a meeting in a discussion only or a discussion and a vote;
  - iii. the date of the meeting or the period (not exceeding four years) for which the dispensation is sought; and
  - iv. an explanation as to why the dispensation is sought.
- g Subject to standing orders 13(d) and (f), a dispensation request shall be considered by the Proper Officer before the meeting or, if this is not possible, at the start of the meeting for which the dispensation is required.
- h A dispensation may be granted in accordance with standing order 13(e) if having regard to all relevant circumstances any of the following apply:
  - i. without the dispensation the number of persons prohibited from participating in the particular business would be so great a proportion of the meeting transacting the business as to impede the transaction of the business;
  - ii. granting the dispensation is in the interests of persons living in the Council's area; or
  - iii. it is otherwise appropriate to grant a dispensation.

# 14. CODE OF CONDUCT COMPLAINTS

a Upon notification by the Principal Council that a councillor or noncouncillor with voting rights has breached the Council's code of conduct, the Council shall consider what, if any, action to take against them. Such action excludes disqualification or suspension from office.

### 15. **PROPER OFFICER**

- a The Proper Officer shall be either (i) the clerk or (ii) other staff member(s) nominated by the Council to undertake the work of the Proper Officer when the Proper Officer is absent.
- b The Proper Officer shall:
  - i. at least three clear days before a meeting of the council, a committee or a sub-committee,
    - serve on councillors by delivery or post at their residences or by email authenticated in such manner as the Proper Officer thinks fit, a signed summons confirming the time, place and the agenda (provided the councillor has consented to service by email), and
    - Provide, in a conspicuous place, public notice of the time, place and agenda (provided that the public notice with agenda of an extraordinary meeting of the Council convened by councillors is signed by them).

See standing order 3(b) for the meaning of clear days for a meeting of a full council and standing order 3(c) for the meaning of clear days for a meeting of a committee;

- ii. subject to standing order 9, include on the agenda all motions in the order received unless a councillor has given written notice at least 7 days before the meeting confirming their withdrawal of it;
- iii. convene a meeting of the Council for the election of a new Chair of the Council, occasioned by a casual vacancy in their office;
- iv. facilitate inspection of the minute book by local government electors;
- v. receive and retain copies of byelaws made by other local authorities;
- vi. hold acceptance of office forms from councillors;
- vii. assist with responding to requests made under freedom of information legislation and rights exercisable under data protection legislation, in accordance with the Council's relevant policies and procedures;
- viii. liaise, as appropriate, with the Council's Data Protection Officer (if there is one);
- ix. receive and send general correspondence and notices on behalf of the Council except where there is a resolution to the contrary;
- x. assist in the organisation of, storage of, access to, security of and

destruction of information held by the Council in paper and electronic form subject to the requirements of data protection and freedom of information legislation and other legitimate requirements (e.g. the Limitation Act 1980);

- xi. arrange for legal deeds to be executed; (see also standing order 23);
- xii. arrange or manage the prompt authorisation, approval, and instruction regarding any payments to be made by the Council in accordance with its financial regulations;
- xiii. record every planning application notified to the Council and the Council's response to the local planning authority in a book for such purpose;
- xiv. refer a planning application received by the Council to the Chair or in their absence the Vice-Chair (if there is one) of the Council within two working days of receipt to facilitate an extraordinary meeting if the nature of a planning application requires consideration before the next ordinary meeting of the Council;
- xv. manage access to information about the Council via the publication scheme; and

# 16. **RESPONSIBLE FINANCIAL OFFICER**

a The Council shall appoint appropriate staff member(s) to undertake the work of the Responsible Financial Officer when the Responsible Financial Officer is absent.

# 17. ACCOUNTS AND ACCOUNTING STATEMENTS

- a "Proper practices" in standing orders refer to the most recent version of
   "Governance and Accountability for Local Councils a Practitioners' Guide".
- b All payments by the Council shall be authorised, approved and paid in accordance with the law, proper practices and the Council's financial regulations.
- c The Responsible Financial Officer shall supply to each councillor as soon as practicable after 30 June, 30 September and 31 December in each year a statement to summarise:
  - i. the Council's receipts and payments (or income and expenditure) for each quarter;

- ii. the Council's aggregate receipts and payments (or income and expenditure) for the year to date;
- iii. the balances held at the end of the quarter being reported and

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

- d As soon as possible after the financial year end at 31 March, the Responsible Financial Officer shall provide:
  - i. each councillor with a statement summarising the Council's receipts and payments (or income and expenditure) for the last quarter and the year to date for information; and
  - ii. to the Council the accounting statements for the year in the form of Section 2 of the annual governance and accountability return, as required by proper practices, for consideration and approval.
- e The year-end accounting statements shall be prepared in accordance with proper practices and apply the form of accounts determined by the Council (receipts and payments, or income and expenditure) for the year to 31 March. A completed draft annual governance and accountability return shall be presented to all councillors at least 14 days prior to anticipated approval by the Council. The annual governance and accountability return of the Council, which is subject to external audit, including the annual governance statement, shall be presented to the Council for consideration and formal approval before 30 June.

# 18. FINANCIAL CONTROLS AND PROCUREMENT

- a. The Council shall consider and approve financial regulations drawn up by the Responsible Financial Officer, which shall include detailed arrangements in respect of the following:
  - i. the keeping of accounting records and systems of internal controls;
  - ii. the assessment and management of financial risks faced by the Council;
  - iii. the work of the independent internal auditor in accordance with proper practices and the receipt of regular reports from the internal auditor, which shall be required at least annually;
  - iv. the inspection and copying by councillors and local electors of the Council's accounts and/or orders of payments; and
  - v. whether contracts with an estimated value below [60,000] due to special circumstances are exempt from a tendering process or procurement exercise.

- b. Financial regulations shall be reviewed regularly and at least annually for fitness of purpose.
- c. Subject to additional requirements in the financial regulations of the Council, the tender process for contracts for the supply of goods, materials, services or the execution of works shall include, as a minimum, the following steps:
  - i. a specification for the goods, materials, services or the execution of works shall be drawn up;
  - an invitation to tender shall be drawn up to confirm (i) the Council's specification (ii) the time, date and address for the submission of tenders (iii) the date of the Council's written response to the tender and (iv) the prohibition on prospective contractors contacting councillors or staff to encourage or support their tender outside the prescribed process;
  - iii. tenders are to be submitted in writing in a sealed marked envelope addressed to the Proper Officer;
  - iv. tenders shall be opened by the Proper Officer in the presence of at least one councillor after the deadline for submission of tenders has passed;
  - v. tenders are to be reported to and considered by the appropriate meeting of the Council or a committee or sub-committee with delegated responsibility.
- d. Neither the Council, nor a committee or a sub-committee with delegated responsibility for considering tenders, is bound to accept the lowest value tender.
  - e. Where the value of a contract is likely to exceed the threshold specified by the Government from time to time, the Council must consider whether the contract is subject to the requirements of the current procurement legislation and, if so, the Council must comply with procurement rules. NALC's procurement guidance contains further details.

# 19. HANDLING STAFF MATTERS

- a A matter personal to a member of staff that is being considered by a meeting of Council is subject to standing order 11.
- b Subject to the Council's policy regarding absences from work, the Council's most senior member of staff shall notify the chair of the Council or, if he is not available, the vice-chair (if there is one) of the Council of absence occasioned by illness or other reason and that person shall report such absence to the Council at its next meeting.

- c The chair of the Council or in their absence, the vice-chair shall upon a resolution conduct a review of the performance and annual appraisal of the work of [the member of staff's job title]. The reviews and appraisal shall be reported in writing and are subject to approval by resolution by the Council.
- d Subject to the Council's policy regarding the handling of grievance matters, the Council's most senior member of staff (or other members of staff) shall contact the chair of the Council or in their absence, the vice-chair of the Council in respect of an informal or formal grievance matter, and this matter shall be reported back and progressed by resolution of Council.
- e Subject to the Council's policy regarding the handling of grievance matters, if an informal or formal grievance matter raised by [the member of staff's job title] relates to the chair or vice-chair of the Council, this shall be communicated to another member of the Council, which shall be reported back and progressed by resolution of the Council.
- f Any persons responsible for all or part of the management of staff shall treat as confidential the written records of all meetings relating to their performance, capabilities, grievance or disciplinary matters.
- g In accordance with standing order 11(a), persons with line management responsibilities shall have access to staff records referred to in standing order 19(f).

# 20. **RESPONSIBILITIES TO PROVIDE INFORMATION**

See also standing order 21.

- a In accordance with freedom of information legislation, the Council shall publish information in accordance with its publication scheme and respond to requests for information held by the Council.
- b. If gross annual income or expenditure (whichever is higher) does not exceed £25,000 The Council shall publish information in accordance with the requirements of the Smaller Authorities (Transparency Requirements) (England) Regulations 2015.
- 21. **RESPONSIBILITIES UNDER DATA PROTECTION LEGISLATION** (Below is not an exclusive list).

See also standing order 11.

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

# 22. **RELATIONS WITH THE PRESS/MEDIA**

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

### 23. EXECUTION AND SEALING OF LEGAL DEEDS

See also standing orders 15(b)(xii) and (xvii).

a A legal deed shall not be executed on behalf of the Council unless authorised by a resolution.

Subject to standing order 23(a), any two councillors may sign, on behalf of the Council, any deed required by law and the Proper Officer shall witness their signatures.

The above is applicable to a Council without a common seal.

# 24. COMMUNICATING WITH DISTRICT AND COUNTY OR UNITARY COUNCILLORS

- a An invitation to attend a meeting of the Council shall be sent, together with the agenda, to the ward councillor(s) of the District and County Council OR Unitary Council representing the area of the Council.
- b Unless the Council determines otherwise, a copy of each letter sent to the District and County Council OR Unitary Council shall be sent to the ward councillor(s) representing the area of the Council.

# 25. **RESTRICTIONS ON COUNCILLOR ACTIVITIES**

- a. Unless duly authorised no councillor shall:
  - i. inspect any land and/or premises which the Council has a right or duty to inspect; or
  - ii. issue orders, instructions or directions.

# 26. **STANDING ORDERS GENERALLY**

- a All or part of a standing order, except one that incorporates mandatory statutory or legal requirements, may be suspended by resolution in relation to the consideration of an item on the agenda for a meeting.
- A motion to add to or vary or revoke one or more of the Council's standing orders, except one that incorporates mandatory statutory or legal requirements, shall be proposed by a special motion, the written notice by at least () councillors to be given to the Proper Officer in accordance with standing order 9.
- c The Proper Officer shall provide a copy of the Council's standing orders to a councillor as soon as possible.
- d The decision of the chair of a meeting as to the application of standing orders at the meeting shall be final.

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# CHARITY AND COMMUNITY QUOTATION

Quotation number Quotation start date Quotation valid until	7196274 01/05/2025 25/05/2025	Organisation details	Stubton Parish Council Municipal Infrastructure Stubton Parish Newark NG23 5BY
Annual income	£5,000	Correspondence	5 Brandon Road
Total wage roll	£0	address	Stubton
Volunteers	6		Newark
			NG23 5BY

DESCRIPTION OF THE ORGANISATION: Council (town, parish or community)

CHARITABLE ACTIVITIES OF THE INSURED:

- We cover the following activities:
- \* Allotments
- \* Clean-ups and litter picks
- \* Clerical and other non-manual work
- \* Committee activities
- \* Conferences, trade shows and exhibitions
- \* Delivery and/or collection of goods
- \* Domestic duties
- \* Fire safety or theft prevention advice
- \* Fireworks display or bonfire event up to 100 attendees
- \* Fundraising events (ex. fireworks & bonfires) up to 1000 people
- \* Gardening (domestic)
- \* Gritting of pavements and paths
- \* Meetings, coaching and mentoring
- \* Provision and maintenance of municipal infrastructure
- \* Provision and maintenance of parks, open spaces and playgrounds
- \* Talks, presentations and seminars

Provided any activity above is not otherwise more specifically excluded in any section of this policy or by any endorsement forming part of this schedule or otherwise by us in writing.

#### COVER IS SUBJECT TO:

- \* Our terms accepted within 30 days of the 'date of issue' specified on this quotation
- \* The information on the Statement of Facts form being correct (if it is incorrect or has changed, then

advise your agent/us and we will issue a revised quotation and Statement of Facts)

\* We may want to survey your premises and any risk improvements needed by us must be completed within the timescales we say. Please see General Condition 18 of the policy wording

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# CHARITY AND COMMUNITY QUOTATION

	Essentials	Excess
General covers		
Public and Products Liability	£10,000,000	£100
Employers' Liability	£10,000,000	
Trustees' and Directors' Indemnity	£250,000	£250
Personal Accident (sum insured/per week)		
Employees and volunteers		
aged 16-65 years	£10,000/£100	
aged 66-75 years	£10,000/£50	
aged 76-80 years	£5,000/£25	
Fidelity Guarantee	£5,000	£250
Retroactive date - 01/05/2025		
Reputational Risks		£250
PR Crisis - any incident cover	£5,000	
Libel and Slander	£100,000	
Legal Expenses	£250,000	
All Risks	£1,000	£75
Unspecified items sum insured	£1,000	
Unspecified single item limit	£500	
Unspecified items geographical limit	United Kingdom	
Money (transit limit/safe limit)	£5,000/£5,000	£75
PA (assault) (sum insured/per week)	£10,000/£100	
Location 1: Municipal Infrastructure, Stubton Parish, Ne	ewark, NG23 5BY	
Property Damage		£100
Including Accidental Damage		
Buildings	£34,500	
Declared value	£30,000	
Excesses applying to Property Damage		
Malicious people		£250
Premium	£384.85	
Insurance Premium Tax (IPT)	£46.18	
Total Premium	£431.03	
Premium by Instalments	£431.03	

# ansvaro

# CHARITY AND COMMUNITY QUOTATION

#### Endorsements applicable

#### **General endorsements**

215 Activities330 Infectious Disease, Cyber and Data Protection333 Parish Council Scheme Endorsement340 Territorial Exclusion (Property)General Exclusions



Ms Jackie Britten - Crooks

Stubton Parish Council

5 Staff Houses, Brandon Road Stubton Newark Lincolnshire NG23 5BY

01 May 2025

Quote Reference: LC/STUB/12125-MRI4

Dear Ms Britten - Crooks,

#### LOCAL COUNCIL INSURANCE QUOTATION

We have pleasure in enclosing your quotation and terms for your Local Councils Insurance policy, together with a Schedule of Insurance and Statement of Fact. It is important that you review all the documentation, ensuring the information is correct and cover meets your requirements. If any of the information is incorrect, or you would like to make a change to your cover level(s) please contact our team.

Policy Type:	Local Councils	
Insurer:	Ecclesiastical Insurance Office plc	
Inception Date:	01 June 2025	
Premium:	£681.61 including Insurance Premium Tax (IPT) at the current rate	
Arrangement Fee:	£50.00 non-refundable in the event of cancellation	
TOTAL PREMIUM	£731.61	

Please note the premium quoted is based on the information you have provided, should any information change or be incorrect the premium may be subject to change.

#### **IMPORTANT DOCUMENTS:**Please read the following documents carefully.

- Quotation Schedule: This is an outline of the cover provided under the policy including cover levels, and relevant sums insured, excesses and exclusions.
- Statement of Fact: This is an outline of the information you have provided to Clear Councils and the insurer.
- Summary of Cover: This is an outline of the information you have provided to Clear Councils and the insurer.
- Policy Wording: This sets out the cover provided and the terms, conditions and exclusions which apply.
- Your Risk Presentation Details: This is a copy of the risk questions we have asked and the answers you have provided.
- Clear Councils Cyber Policy Information: A summary of an additional Cyber Insurance policy Clear Councils can arrange for you.
- Terms of Business: Clear Insurance Management Ltd.'s Terms and Conditions, which explain how we will manage your policy.
- Premium Finance Information: This provides important information regarding Premium Finance arrangements with Premium Credit Limited (PCL).

Quotation details for any other insurance policies arranged through Clear Insurance Management (CIM) alongside your Local Councils Insurance will be issued under a separate communication.

#### Is This Policy Suitable for You?

This policy is designed for Local Town and Parish Councils domiciled in the UK who require insurance cover:

- as an employer against damages and legal costs made against them by employees for injury or disease arising out of their employment
- for claims made against them by third parties for injury, disease or damage to property during the policy term
- for claims made against them by third parties for injury, disease or damage to property caused by or in connection with products sold during the policy term.
- require cover against theft of the council's own money, securities or property by an employee, partner, contractor or volunteer.
- require cover for money which is lost or stolen.
- requires cover against the cost of compensation claims made against your business's directors and key managers (officers) for alleged wrongful acts.
- Requires cover against libel and slander for certain events.

AGM House Barton Close, Grove Park Enderby, Leicester LE19 1SJ



• require assistance with legal expenses incurred for certain events. (This element of cover is optional and can be removed if not required.)

Our understanding of your insurance requirements in relation to the renewal is based upon the information that you have provided to us.

We have established your needs as detailed on the enclosed **Local Councils Insurance Quotation Schedule and Statement of Fact.** Please check the statements and answers that are shown on these documents and let us know if anything is incorrect, as any inaccuracies or omissions may invalidate your cover. Should any alterations be required then please contact our Local Councils Team on 0330 013 0036.

It is important that you check the levels of cover and sums insured noted on the enclosed documents are correct and reflective of current valuations, and that you are not under insured.

#### What is Underinsurance?

This refers to inadequate insurance coverage which could leave you unable to claim for your full loss, and making you susceptible to the average rule, reducing your claim further. We recommend you obtain professional valuations for the reinstatement of your Buildings, every three years, to ensure your sum insured is set at the right level, avoiding the potentially damaging effects of underinsurance.

#### Index Linking

Certain Sums Insured on this policy are Index Linked, which means they will be adjusted annually according to recognised UK price indices. These indices measure the effect of inflation on such things as the price of raw materials and goods and the cost of labour. Each year, the relevant sums insured are automatically uplifted by your insurers. The revised values will be shown on your policy schedule at each renewal and the appropriate revised proportional premiums are charged accordingly. If your policy is subject to a Long-Term Agreement (see below), index linking will continue to be applied annually, and your premiums will therefore fluctuate proportionally, according to the revised values noted in your renewal invitation schedules. These rates fluctuate monthly, according to the most recent recommendations from the selected indices. Typically, different index linked rates may be applied to Buildings, Contents, Machinery, Plant and Equipment. These annual fluctuations are designed to help your sums insured to keep pace with the effects of inflation, however, you remain responsible for ensuring that your declared values and sums insured represent the correct replacement and/or reinstatement values of the items insured, at all times. Further information and explanation on this subject is available on request from Clear Councils.

#### **Market Selection**

We have approached a Single Insurer. You should also be aware that in sourcing and placing business with Ecclesiastical Insurance Office plc that we have acted as agent of the insurer. We act as your agent in the event of a claim

#### Significant Endorsements, Exclusions, Limitations, Warranties and Subjectivities

Please refer to the enclosed Policy Schedule, Policy Summary and Policy Wording which outline all conditions and exclusions applicable to your policy.

Additional endorsements applied to your policy are listed below:

- [ CCLI01 ] Skateboard/BMX Parks
- [CCPD01] Amendment to Contents definition
- [CCPD02] Tenant's improvements definition

Full details of these endorsements can be found on the enclosed Policy Schedule. It is important that you read and understand these endorsements, exclusions, limitations and other conditions and warranties. Please contact the Clear Councils Team if you require any further explanation or assistance.

Failure to adhere to any significant endorsements, exclusions, limitations and other conditions and warranties can invalidate your policy, compromise your cover and result in claims not being paid. It is therefore vital that you are clear on your responsibilities. Please refer to the enclosed Policy Schedule and Policy Wording documents for further information.

The **Policy Wording** will include conditions that you must meet so cover applies if a claim is made. The insurer can refuse to pay out if all the policy's conditions are not met.

The policy may also include warranties. A **warranty** is a condition you must comply with precisely; if a warranty is not fulfilled, the insurer can suspend cover or cancel it.

Your insurer can refuse to pay out if you don't meet all its conditions. The proposal from the insurer can contain conditions called subjectivities. A **subjectivity** is something the insurer will want you to carry out within a standard timescale. For example, you could be asked to fill in a proposal form, provide details of your claims history, or undertake risk improvement measures.

#### Excesses

All excesses are detailed in your Policy Schedule, please ensure you familiarise yourself with these.

Failure to adhere to any significant endorsements, exclusions, limitations and other conditions and warranties can invalidate your policy, compromise your cover and result in claims not being paid. It is therefore vital that you are clear on your responsibilities. Please refer to the enclosed Policy Schedule and Policy Wording documents for further information.



The insurer may also add an excess or exclusions. An **excess** is the amount paid, or the insurer holds back in the event of a claim (excess details are noted below). An **exclusion** is a clause in the policy that states which risks the insurance won't cover.

#### **Important Information**

Please refer to the enclosed Important Information & Notices document.

This policy is renewable.

#### **Duty of Fair Presentation**

It is your responsibility to provide a fair presentation of the insurance risk by carrying out a reasonable search for information, including obtaining information from senior managers or other parties within your organisation or anybody who your business outsources any tasks to.

You must disclose every material circumstance which you know or ought to know or failing that disclose sufficient information to put your insurer on notice that it needs to make further enquiries. You must ensure that any information you provide is correct to the best of your knowledge and representations that you make in expectation or belief must be made in good faith.

To ensure that your business is adequately covered, you have an ongoing responsibility to share all material circumstances about your business are accurate and in good faith. Details about your business, its activities and how it is managed must be reported to your insurers. This means you must disclose:

- All known material circumstances which may influence your insurer's assessment of the risk, for example:
- Changes to your address, premises, or security
- Contractual obligations to customers and suppliers
- Changes to processes or your customer base
- New products and services
- Importing/Exporting to or from foreign markets
- Opening offices or employing staff overseas
- Past Convictions, County Court Judgements, Bankruptcies, or company/ individual voluntary arrangements
- Been the subject of recovery action by HM revenue and customs
- Been prosecuted, served prohibition, or served an important order or notice under health and safety legislation or environmental protection legislation
- Been disqualified from being a company director
- The knowledge of your senior management team, as well as directors, middle management and staff who may have knowledge of information material to the nature of your business now or any changes which might affect the profile of your risk in the future.
- You are obliged to undertake a reasonable search of any information relating to your business held by external parties employed to advise the business, such as consultants, managing agents, accountants, solicitors, or risk managers.

#### Remuneration

We will charge a policy administration fee in respect of this policy (details of which can be found in the 'Premium Breakdown' section of this Information Pack). In addition, the insurer will pay us commission, which is a percentage of the total premium you pay.

For this policy, we undertake additional work on behalf of the insurer for which we receive additional income paid by the insurer.

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.

#### **Cancellation Rights**

You have the right to cancel this insurance after the inception or renewal date, as described in the Insurance Product Information Document (IPID) or in your Policy Wording.

#### Claims

Insurers require you to notify details of claims or circumstances that may give rise to a claim against you. This Condition sets out the insurer's requirements for notifying claims and the procedures to be adopted and complied with. For example, you must not admit liability or prejudice the insurer's position and if you do, insurers could repudiate claims.

#### **Additional Benefits**

#### Local Council Awards Scheme (LCAS)

If you hold a Foundation, Quality or Gold Quality Award, you are entitled to a premium discount, in addition to any discounts already applied to this quotation. Simply contact the Local Councils Insurance Team on the contact number noted below, confirming your LCAS status, for us to provide an amended quotation.

#### Secure Your Council Insurance Renewal for 3 Years and Reduce your Premium



You have the option to reduce your premium for the next three years, by agreeing to a Fixed Rate Agreement (FRA) with Ecclesiastical Insurance Office plc, subject to meeting the terms and conditions of the agreement (enclosed). Doing so gives you the benefit of ensuring that your policy will renew based on the same underlying rates as those used for the first year's quotation and is relevant to your Property, Business Interruption and Money sections of cover only. Please be aware that premiums are adjusted proportionally, according to any revised sums insured you declare to us, for example, during the policy period, or in advance of a renewal. Premiums are also adjusted proportionally, according to fluctuations in the value of annual index linking applied at each renewal by your insurers (as explained above). Your insurers reserve the right to adjust the underlying rates and terms, where there have been claims made during the period preceding a renewal, as detailed in the agreement. Any changes to the rate of Insurance Premium Tax, in accordance with HMRC instructions, will also apply at each renewal. Should you choose to enter the Fixed Rate Agreement, you are making a commitment to maintain this insurance policy until the point of renewal in three years' time. This FRA relates solely to the abovementioned sections of this product and cannot be transferred to another policy or insurer. **Please contact the Clear Councils Insurance Team for a reduced premium option.** 

#### Free Parish Online Subscription\*

Clear Councils are offering all new customers who place a Local Councils insurance policy through them a free 12-month subscription\* to Parish Online as part of their insurance package. If you are an existing customer of Parish Online, Clear Councils will subsidise over half of your existing subscription cost\*. For the purposes of arranging your free or subsidised subscription we will share your data with Parish Online, if you would prefer to opt-out of us sharing your data with Parish Online or have any queries relating to this then please contact us at councils@thecleargroup.com.

\*Terms and Conditions apply

#### **Other Insurance Products**

#### Clear Cyber for Councils

Working with Talbot Underwriting Ltd we can arrange additional cover which will help you in the event of a cyber-attack, and any liabilities that arise due to a breach of privacy legislation (GDPR).

The policy provides:

- Limit of Indemnity: £250,000
- E-Theft Extension (Social Engineering/Funds Transfer): £25,000
- 10 free device licences for award-winning endpoint protection AVAST Antivirus Pro Plus and cloud data backups (RRP £400 per annum) which satisfies policy conditions.

The policy also offers a range of benefits which are exclusive to the Clear Cyber for Councils policy, including:

- Free EOS Data Breach alert and monitoring service
- Small councils can work in partnership and have a joint policy with up to 3 other councils, enabling you to split the cost and share the 10 free AVAST Antivirus Pro Plus device licences
- Free 1 hour Cyber/GDPR consultation with a Compliance specialist who has experience as a councillor, to offer information and guidance. Further consultancy is available at an extra cost.

Please find further details enclosed.

#### What To Do Next

Please read through the enclosed documents carefully, ensuring the cover details accurately reflect your requirements

If you would like to go ahead and arrange cover, please contact us by phone or email. It is essential that we receive instructions to proceed with cover and confirmation of the new policy start date, and payment <u>prior to the inception date.</u>

#### Paying for Your Policy

Credit/Debit Card:	<b>Please access our online Self Service Portal*</b> or call us on 0330 013 0036 and have your card details ready. * Please refer to our recent email communications detailing the registration and access process. If you need any assistance getting started, please email, or call the team and we will be happy to help.
BACS/Automatic Transfer:	Account Name: Clear Insurance Management Ltd Account No.: 65304586 Sort Code: 60-15-03 Reference: Your quote reference (see above)
Cheque:	Please make cheques payable to Clear Insurance Management Ltd and send to, Clear Insurance Management Ltd, AGM House, 3 Barton Close, Grove Park, Enderby, Leicester, LE19 1SJ, quoting your quote reference (see above) on the reverse.
Monthly Instalments:	You can spread the cost of your insurance premiums and pay one regular monthly payment by direct debit. If you choose this method, we will provide your details to our third-party finance provider who will assess the application and if approved you will receive a welcome letter, payment schedule and a link to read and sign a



credit agreement. Please note that Premium Credit Limited (PCL) will instigate collection of Direct Debits before receiving your signed credit agreement to ensure that payment to insurers is not delayed

#### Premium Finance

You may be able to spread the cost of your insurance premium across regular monthly instalments; if you choose this method a Premium Finance Loan Application will be sent to you for completion. Please note Clear Insurance Management is a credit broker and not a lender, we will not provide you with any advice regarding finance and will only approach Premium Credit Limited (PCL). Clear Insurance Management is remunerated for arranging credit. Please refer to the enclosed Premium Finance Information Sheet for further information.

Finance Provider	Premium Credit Limited (PCL)
Loan Amount	£731.61
Interest Amount (7.95%)	£58.16
10 Monthly Instalments of	£78.98
Total Payable	£789.77
APR	20.77%
Instalment Term	10 Months
Policy Term	12 Months

The above table shows the premium which would be financed by Premium Credit Limited, at a charge of 7.95% (Typical 20.77% APR variable).

The policy term is 2 months longer than the instalment plan. Financing the premium at £789.77 means the overall cost will be more expensive than making a single payment of £731.61, the additional cost amounts to £58.16.

Please refer to the enclosed **Premium Finance Information Sheet** for further information.

We look forward to receiving your instructions, however, should you have any queries in relation to the quotation please contact us.

Yours sincerely,

Clear Councils Team Email: councils@thecleargroup.com Telephone: 0330 013 0036 Website: www.clearcouncils.co.uk



Mrs Jenny Taylor Stubton Parish Council The Garden House Claypole Road Stubton Newark Nottinghamshire NG23 5BU

# **Select for Local Councils Policy Schedule**

This insurance policy, which meets your demands and needs, has been based on the latest information obtained from you. The Policy, the Policy Schedule, any Certificates of Insurance and Endorsements form one document and should be read together. This Schedule replaces any previous Schedule.

Policy Number	YLL-2720858413
Insured	Stubton Parish Council
Business	Parish / Town Council
Period of Insurance From To and any other period for which cover	01 <sup>st</sup> June 2025 31 <sup>st</sup> May 2026 has been agreed.
Renewal Premium	£ 239.57
Premiums are inclusive of Insurance P	remium Tax and/or VAT as appropriate.
Schedule Number	150575673
Long Term Agreement:	Not Applicable
Preparation Date	24 <sup>th</sup> April 2025
Prepared by	Mr Alex Kirby
Policy Form Reference	MLAACH09

#### Policy Cover Declaration:

You, the Insured, are not aware of any known losses or events that could give rise to a claim, or circumstances that would be prejudicial to us, the Insurer, should the basis of cover on the below given insurance product (s) be changed.

This is important information, please read it carefully and check that the facts given about you are correct and that we have included all the covers that you require. We are unable to give you advice so it is your responsibility to check the cover is correct for your organisation.



# Statement of Fact

If you provide services or activities to children, or adults who are in need of care and support and therefore may be unable to protect themselves against abuse or neglect:

- Your organisation has not had any third-party inspections with a grading of Inadequate, Requires Urgent Improvement, Weak or Unsatisfactory
- You have in place a written safeguarding policy and accompanying procedures that clearly set out the actions to take in response to child and vulnerable adult abuse
- You carry out safer recruitment and selection processes that include the seeking of appropriate criminal records checks, alongside a renewal and update process
- All Employees and **volunteers** engaged in regulated activity and/or activity that brings them into contact with children or vulnerable adults receive safeguarding awareness training including refresher training
- You have one or more designated practitioners for safeguarding to support other practitioners in the organisation to recognise and respond to concerns about Abuse
- You retain employment records, safeguarding checks, safeguarding policies and procedures and safeguarding records for at least the prevailing regulatory best practice period.

If you provide services or activities to children, or adults who are in need of care and support and therefore may be unable to protect themselves against abuse or neglect, and you become non-compliant with any of the above statements, you must tell us, as it may affect your ability to claim under this policy.

# Important information

### Taking reasonable care

We require that you take reasonable care in managing your activities. Where appropriate this requires you to do the following:

- Keep written risk assessments for your key activities
- Keep written records of your staff and volunteer training. For example, manual handling training, or for use of tools and machinery
- Abide by any rules, guidelines or advice that is given to you by any relevant authority, such as a Local Authority, or the Health and Safety Executive

We want you to be confident about your insurance and understand what is required of you. Please contact us if you have any questions relating to the above.



# Lines of Cover applying

### Part B – Business interruption

Premises Address	Additional Expenditure	-	Loss of Data	Indemnity Period (Months)	Loss of Gross Revenue	Indemnity Period (Months)
All Premises	N/A		£500	12	N/A	

#### For Premises: 1

### Insured Perils applicable to Business Interruption : 1-13, 15 & 16

#### **Operative Endorsements:**

None



Part C – All risks Table Headings	
Contents (a)	Furniture, fixtures, fittings and tenants improvements
Contents (a)	
Contents (b)	Other Contents and consumable stock not specified below including printed books and unused stationery
Contents (c)	Computer Equipment, other office equipment and sports equipment
Contents (d)	Televisions, audio-visual and photographic equipment (excluding videos), beer, wine, spirits, tools and gardening equipment
Contents (e)	Tobacco
Contents (f)	Camcorders, videos and gaming machines
Contents (g)	Civic Regalia

#### Additional Items:

Where no premises address is shown, the item is not based at one location and cover is provided anywhere within the **territorial limits**.

Item Description	Sum Insured	Excess
Office Contents at Clerk's Home	£3,614.19	£100
Bus Shelter	£2,311.64	£100
Flagpole	£878.98	£100
Village Benches	£1,380.61	£100
Phone Box (Without Phone)	£5,292.00	£100
Speed	£3,675.00	£100

The excess stated applies to each and every loss.

Operative Endorsements: 1, 2, 3 & 7 (please refer to the Endorsement section of the policy wording)



-	Limit any one loss
<ol> <li>Loss of Non-Negotiable Money in the situations specified in items 2(a), 2(b), 2(c)(i) and 2(c)(ii):</li> </ol>	£250,000
<ul> <li>2. Loss of other Money:</li> <li>(a) in transit in the custody of any <b>member</b> or <b>employee</b> or in transit by registered post (limit £250), or in a Bank Night Safe</li> </ul>	£5,000
(b) in the private residence of any <b>member</b> or <b>employee</b>	£250
<ul> <li>(c) in the premises</li> <li>(i) in the custody of or under the actual supervision of any member or employee</li> </ul>	£5,000
(ii) in locked safes or strongrooms	£5,000
(iii) in locked receptacles other than safes or strongrooms	£250

#### Excess: £50 each and every loss

Personal Accident Assault Limits: Stated in Section 3(c) of the policy wording

#### **Operative Endorsements:**

Part D – Money

1.In respect of **Section 1 – Special Definitions**, the definition of Person Insured is extended to include any person between the ages of 16 and 90.



Part E – Public liability

Limit of Indemnity:

£10,000,000

**Operative Endorsements: None** 



#### Part F – Hirers' liability

Limit of Indemnity:

£2,000,000

Excess: £100 each and every claim for damage to the premises or contents caused other than by fire or explosion

#### **Operative Endorsements**

None

#### Part G – Employers liability

Limit of Indemnity:

£10,000,000

#### **Operative Endorsements:**

None



#### Part H – Libel and slander

Sum Insured

£250,000

Excess: 10% each and every claim or £1,000 whichever is the lower

### **Operative Endorsements**

None



#### Part N – Fidelity guarantee

### Persons Guaranteed: All members and employees

Excess: £100 each and every loss

#### **Operative Endorsements:**

None

#### Part O – Personal accident

	The cover				
Category:	Insured Persons:	Operative Time:			
A	Employees	Engaged in Usual Occupation including Journeys and whilst commuting directly between place of residence and usual place of <b>business</b>			
В	member	Engaged in the <b>business</b> including undertaking Journeys and whilst commuting directly between place of residence and usual place of <b>business</b>			
С	volunteer	Engaged in the <b>business</b> including undertaking Journeys and whilst commuting directly between place of residence and usual place of <b>business</b>			
D	key personnel as follows:	24 hours per day engaged in any activity worldwide not excluded from this cover.			

	Excesses
Excesses:	Not applicable

Table of benefits						
Benefit:	Category:					
	A	В	C	D		
1. Death	£20,000.00	£20,000.00	£20,000.00	£Nil		
<ol><li>Loss of Limb (one or more) and/or Loss of Sight (in one or both eyes)</li></ol>	£20,000.00	£20,000.00	£20,000.00	£Nil		
3A. Total Loss of Hearing (in both ears) and/or Total Loss of Speech	£20,000.00	£20,000.00	£20,000.00	£Nil		
3B. Total Loss of Hearing in one ear	25% of 3A	25% of 3A	25% of 3A	25% of 3A		
4. Permanent Total Disablement	£20,000.00	£20,000.00	£20,000.00	£Nil		
5. Permanent Partial Disablement	See section	See section	See section	See section		

Sum Guaranteed £25,000



	2.16	2.16	2.16	2.16			
6. Paraplegia	£Nil	£Nil	£Nil	£Nil			
7. Quadriplegia	£Nil	£Nil	£Nil	£Nil			
8. Temporary Total Disablement	£100.00 per week	£100.00 per week	£100.00 per week	£Nil			
9. Temporary Partial Disablement	50% of 8 or Nil	50% of 8 or Nil	50% of 8 or Nil	50% of 8 or Nil			
Benefit Period – temporary disablement	104 weeks	104 weeks	104 weeks	104 weeks			
Deferment Period – temporary disablement	0 days	0 days	0 days	0 days			
Operative endorsements							
Endorsement title:	Endorsement wo	ording:					
1 Special Exclusion 2 of Section 3 is inoperative provided always that the <b>insurer</b> will not make any payment of any benefit or in respect of any expense or loss arising from any Person Insured who has attained the age of 90 years unless such expense or loss arises during the period of insurance during which the Person Insured attains the age of 90							



### Part P – Legal expenses

Insured Incidents:	
1. Employment Disputes and Compensation Awards	Operative
2. Legal Defence	Operative
3. Statutory Licence Appeal	Operative
4. Contract Disputes	Inoperative
5. Debt Recovery	Operative
6. Property Protection and Bodily Injury	Operative
7. Tax Protection	Operative
Limit of Indemnity:	£100,000
Operative Endorsements: None	



# **General Notes**

## 1. Fair presentation of the risk

You must make a fair presentation of the risk to us at inception, renewal and variation of your policy. This means that we must be told about all facts and circumstances which may be material to the risks covered by the policy and that you must not make a misrepresentation to us about any material facts. As part of your duty of fair presentation, you must ensure that the information detailed within the schedule is correct and complete. A material fact is one which would influence the acceptance or assessment of the risk. If you have any doubt about facts considered material, it is in your interests to disclose them to us.

Failure to make a fair presentation of the risk could result in the policy either being avoided, written on different terms or a higher premium being charged, depending on the circumstances surrounding the failure to present the risk fairly.

This policy is compliant with the principles of the Insurance Act 2015 law reforms. It also incorporates an 'opt out' which has the aim to promote good customer outcomes. We have opted-out of the 'proportionate reduction of claim remedy' available to insurers under the Insurance Act 2015. This means that in cases of non-disclosure or misrepresentation which are neither deliberate nor reckless, if we would have charged an additional premium had we known the relevant facts, we will charge that premium and pay any claims in full rather than reducing claims payments in proportion to the amount of premium that would have been charged.

We believe that our 'additional premium approach' should, in most situations, be more favourable to our customers when compared to the proportionate reduction of claim remedy. Our additional premium approach does not affect our right to apply the other remedies available under the Act for non-disclosure or misrepresentation.

## 2. Cancellation

All insurance policies run for a fixed period of time. The Insured can terminate an insurance contract verbally or in writing at any time by calling 0800 917 9531 or emailing Customers.team@uk.zurich.com. Zurich may cancel the policy by giving 30 days' notice in writing. In such an event the insured will be entitled to a return of premium in respect of the unexpired portion of the period of insurance.

If you cancel your policy before the start date, you will be entitled to a full refund of premium. If you cancel within 14 days of the start date, you will be entitled to a full refund of premium, providing no claim has been made. After 14 days, if no claim has been made, we may offer a full or partial refund, depending on the time the policy was on risk and the circumstances at the time of the cancellation request. Please note, a cancellation charge of £50 may be applied.

## 3. Bonus and fee structure

Employees and businesses who carry out work for ZIC UK are remunerated in various different ways for selling insurance contracts. Employees receive a basic salary and also receive a bonus based on a number of factors, including the achievement of sales and quality targets. Businesses which work for the insurer on an outsourced basis receive a fee and also additional payments based on a number of factors, including the achievement of sales and quality targets.



# Claims contact information

Although we'd all like to control the future, sometimes accidents are unavoidable. That's why we've made it as easy as possible to make a claim. More information can be found <u>here</u>. Ready to make a claim? Please use the contact details below to ensure you're connected to the right team:

Type of Claim	Claims	Claims contact details
	team	
Buildings, contents including 'All Risks'	Property	Online: https://propertyclaims.zurich.co.uk/index.html
items	Claims	Tel: 0800 028 0336
Business interruption		Email: farnboroughpropertyclaims@uk.zurich.com
Money		Address: Zurich Municipal Property Claims, PO Box 3303,
Works in progress		Interface Business Park, Swindon, SN4 8WF
Public liability	Liability	Online: https://liabilityclaims.zurich.co.uk/index.html
Employers liability	Claims	Tel: 0800 783 0692
Personal assault under Money		Email: <u>fnlc@uk.zurich.com</u>
Personal accident		Address: Zurich Municipal Casualty Claims, Zurich House,
Financial and administrative liability		1 Gladiator Way, Farnborough, Hampshire, GU14 6GB
Motor Claims	Motor	Online: https://motorclaims.zurich.co.uk/index.html
	Claims	Tel: 0800 916 8872
		Email: <a href="mailto:zmnewmotorclaims@uk.zurich.com">zmnewmotorclaims@uk.zurich.com</a>
		Address: Zurich Municipal Motor Claims, PO Box 3322, Interface
		Business Park, Swindon, SN4 8XW
Legal Expenses	DAS Legal	<b>Tel:</b> 0117 934 2116
	Claims	

#### How to make a claim:

- 1. You can make a claim using the online portal, by email or phone using the contact details above.
- 2. A claim form may be sent for you to complete, or you may be asked to send details in writing.
- 3. If you have any questions, please call the relevant office for guidance.
- 4. For out of hours help/emergency property losses please contact 0800 028 0336



#### DAS Head and Registered Office:

DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH Registered in England and Wales | Company Number 103274 Website: www.das.co.uk DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

#### DAS Law Limited Head and Registered Office:

DAS Law Limited | North Quay | Temple Back | Bristol | BS1 6FL Registered in England and Wales | Company Number 5417859 Website: www.daslaw.co.uk DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

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## STUBTON PARISH COUNCIL RISK MANAGEMENT

### **Risk Status Indications**

The adopted risk management methodology uses a traffic light colour against each risk item to confirm its current status.

The colour coding is defined as follows:

- This identified risk is being effectively managed with adequate reviews, processes and/or documentation as appropriate.
- As applicable, either

This identified risk is being managed. However, there are aspects of risk management, which ought to be improved to achieve a green status. It is recognised that sometimes improvements may be difficult to achieve and remedial work may take time (e.g. a need for Councillor training).

or

This identified risk is not under adequate management. However, if this risk arises, it will have a minimal impact upon the Council. Whilst attempts can be made over time to improve the management of this risk, there may be occasions where the cost of mitigation is not warranted (e.g. holding spare parts or equipment).

• This identified risk, which has a serious potential impact upon the Council is not under adequate management. This represents a key risk, which will be highlighted to meetings of the Council until such time that it is adequately managed or mitigated. Certain key risks with a low probability may be entirely beyond the management control capability of the Council – such risks may retain a red status upon the agreement of Council.

### Stubton Parish Council Risk Register

### Mission Statement of Stubton Parish Council:

To provide services for, and manage and maintain the Council assets of the village of Stubton, within the resources provided by the annual precept and other incomes, taking into account the wishes of the residents and obtaining value for money.

Aim	Risk	Method used to Minimise Risk	Person(s) Responsible	Status
<ol> <li>To ensure compliance with Acts of Parliament, other legislation, the Council's Standing Orders, Financial Regulations and Code of Conduct.</li> </ol>	a. Lack of knowledge of regulations and codes.	Ensure that all Councillors have copies of or access to relevant information through LALC, copies of the adopted Code of Conduct, Financial Regulations and Standing Orders and a copy of the latest edition of the Good Councillors Guide. Highlight essential parts and provide specific training where possible.	Chair Clerk All councillors LALC	•
Including: Freedom of Information	b. Absence of Standing Orders	Ensure that Standing Orders are produced, understood by councillors, and reviewed at least once per year.	Chair Clerk	•
Data Protection Child Protection Protection of vulnerable people	c. Actions by the Council outside its powers as set out by Parliament.	As at 1a above, but ensure that, as necessary, powers are highlighted or extracted into an effective summary.	Chair Clerk	•
Local government legislation Equality of opportunity Racial equality Disability legislation	d. Lack of commitment to regulations and procedures.	Regular reference to appropriate regulations in agenda items. Appropriate delegation of responsibilities to councillors and committees. Compliance with appropriate procedures.	Chair All councillors Clerk	•
	e. Items purchased without proper tendering procedures, resulting in accusations of commercial favoritism.	Ensure that all councillors are aware of regulations regarding estimates and full tender procedures. Introduce practice of estimates for all purchases over an agreed figure.	Chair Clerk RFO/Facilities Mngr Property Services Committee	•
	f. Payments made without prior approval and adequate control.	Ensure all payments are approved in accordance with the Financial Regulations and properly recorded. Keep cash payments to a minimum, and avoid if possible.	Clerk RFO/Facilities Mngr	•
continues	g. Lack of control of signatories to cheques.	Keep authorised signatories to a minimum but consistent with practicalities.	Clerk RFO	

Stubton Parish Council Risk	Register		May 2025	
Aim	Risk	Method used to Minimise Risk	Person(s) Responsible	Status
continued 1. To ensure compliance with Acts of Parliament, other legislation, the Council's Standing Orders, Financial Regulations and Code of Conduct.	h. Income/expenditure not properly accounted for.	Ensure appropriate publications held and that Clerk/RFO has a good knowledge of regulations.	Clerk RFO	•
2. To identify and regularly review the Council's priorities and risks.	a. Lack of knowledge of setting objectives, setting priorities, and identifying risks to their achievement.	All councillors to be made aware of need for objectives and identification of risk. Attend training sessions and refresher training.	Chair Clerk All Councillors	•
	b. Lack of commitment by council members	Add risk assessment to agenda at least annually, reviewing particular items, and results against those items.	Chair Clerk	•
	c. No risk analysis carried out.	As at 2a above. Ensure that completion of the risk assessment is given high priority, as a requirement of the Audit Commission	Chair All Councillors Clerk	•
	d. No steps taken to combat identified risks	As at 2b above.	Chair All Councillors Clerk	•
	e. An inadequate complement of councillors to manage the business of the council	All councillors to strive to work in a constructive manner in accordance with the Code of Conduct and to welcome and encourage new councillors. All councillors to cooperate to share the workload.	All Councillors Clerk SKDC	•
<b>3.</b> To influence others, such as Lincolnshire County Council, South Kesteven District Council and other	a. Lack of effective lines of communication with other organisations.	Note all communication lines which are essential or beneficial and establish/maintain contacts by name and where possible face-to-face.	Chair Clerk	•
Government organisations to recognise the requirements and interests of the local population. <i>continues</i>	b. Lack of effective lines of communication with parishioners.	Take every opportunity to publicise role of Parish Council using the website, notice boards and the Annual Parish Meeting. Use key issues to raise the profile of PC and to test parishioners' views.	Chair All Councillors Clerk	•

Stubton Parish Council Risk	Register	1	May 2025	T
Aim	Risk	Method used to Minimise Risk	Person(s) Responsible	Statu:
continued				
<ol> <li>To influence others, such as Lincolnshire County Council, South Kesteven District Council and other</li> </ol>	c. Lack of preparation on subjects requiring influence.	Ensure all councillors are aware of need for careful research and are guided as to where to obtain relevant information.	Chair Clerk	•
Government organisations to recognise the requirements and interests of the local population.	d. Lack of confidence by Parish Councillors.	Experienced councillors and Clerk to assist newcomers to understand roles and responsibilities, to establish essential contacts and to gain procedural awareness.	Chair All Councillors Clerk	•
<ol> <li>To ensure that all councillors are aware of their responsibilities, and possible</li> </ol>	a. Lack of knowledge of possible culpability of councillors.	Creation of Standing Orders and Code of Conduct and familiarisation with those matters where greatest risk occurs.	Chair Clerk	•
liabilities, and to provide adequate insurance cover for all likely risks.	b. Lack of education of Councillors regarding culpability.	Experienced councillors and Clerk to assist newcomers to understand culpability. To attend training courses and refresher training as available (see LALC annual training scheme).	Chair All Councillors Clerk	•
	c. Inadequate insurance cover taken out – property, personal liability, employer's liability.	Review risk assessment by including on agenda at least annually. Delegate responsibility for keeping up-to-date with insurance requirements to the Policy & Resources Committee.	Chair Clerk Policy & Resources Committee	•
	d. Councillors fail to declare interests and participate in inappropriate decision making, which has a material impact upon the decisions taken and the public perception of the Council.	All councillors to be reminded to abide by the Code of Conduct and the register of interests and to be alert to potential breaches of both. As far as is possible, the Clerk to ensure the register of interests are complete and up to date.	Clerk All Councillors SKDC	•
<ol> <li>To keep appropriate books of account accurately and up-to- date throughout the financial year. To maintain secure banking facilities.</li> </ol>	a. Lack of knowledge of accounting requirements	Ensure all councillors are familiar with current Financial Regulations. Regularly review Standing Orders and Financial Regulations. Ensure all Councillors are aware of the lack of cover under the Financial Services Compensation Scheme.	Chair All Councillors Clerk	•
continues	b. Lack of commitment to accounting requirements.	As at 5a above. RFO to produce financial reports at all Council meetings. Internal audit reports to be made available to all councillors and any recommendations to be acted upon promptly.	All Councillors RFO Internal Auditor	•

Stubton Parish Council Risk	Register		May 2025	1
Aim	Risk	Method used to Minimise Risk	Person(s) Responsible	Status
continued				
5. To keep appropriate books of account accurately and up-to- date throughout the financial	c. Bank charges unnecessarily incurred	RFO to carry out regular inspection of books of account. Internal audit to be undertaken every six months.	RFO Internal Auditor	•
year. To maintain secure banking facilities.	<ul> <li>d. Inaccuracies in recording amounts and totals in books of account.</li> <li>Bank reconciliations not carried out.</li> </ul>	RFO to ensure that books of account are formatted in such a way that internal controls are included and activated. Regular internal audits to advise on internal controls required.	RFO Internal Auditor	•
	e. Inaccuracies and interest losses caused by account transfers.	Keep number of accounts to a minimum but ensure that any large credit balances are deposited in an interest attracting account.	RFO Policy & Resources Committee	•
	f. To ensure that the banking facilities of the Council are secure and offer value for money.	Using information available in the public domain, the RFO to periodically review the Councils banking arrangements in respect of achieving both value for money and security, but noting that changing accounts may itself incur some risks.	All Councillors RFO Internal Auditor	•
	g. Inadequate control of cash receipts and payments.	Avoid cash payments and receipts if possible. Where cash receipts are unavoidable to record each receipt into a cash book and to issue the payee with a paper receipt. Cash payments, if unavoidable, shall be claimed as expenses by Officers and Councillors with receipts being presented as evidence.	RFO Facilities Manager All Councillors	•
	h. Books of account not kept up to date/ invoices not posted promptly.	Regular checks by RFO and internal auditor. Financial reports at all Council meetings.	RFO Facilities Manager Internal auditor Policy & Resources Committee	•
	i. Internal controls not in place or not operated.	As at 5h above.	RFO Facilities Manager Internal auditor Policy & Resources Committee	•
continues	j. Payments missed or delayed.	As at 5h above.	As for 5i above	

Stubton Parish Council Risk	Register	1	May 2025	1
Aim	Risk	Method used to Minimise Risk	Person(s) Responsible	Status
<ul><li>continued</li><li>5. To keep appropriate books of account accurately and up-to-date throughout the financial year. To maintain secure banking facilities.</li></ul>	k. RFO taken ill or leaves without replacement	The internal auditor can be called upon for advice. Other Officers and Councillors to be familiar with all aspects of financial matters. Local Procedures to exist to explain processes. Key Man insurance cover is included in the Council's policy, to obtain a stand in person. Electronic payments will be unavailable, but cheque payments can still be made as usual. Other staff can be paid by cheque. Electronic bank statements are available to other on line users (3 Councillors).	RFO Facilities Manager Policy & Resources Committee	•
<b>6.</b> To ensure that payments made from Council funds and the use of assets, represent value for money, are	a. Lack of knowledge of wishes of residents.	As at 3b above Ensure residents and other stakeholders (i.e. local organisations) are consulted on major financial issues, which impact upon them.	All Councillors Clerk	•
adequately managed, and comply generally with the wishes of the residents.	b. Use of funds not giving value for money.	Effective budget planning processes and appropriate tendering. Creation of a rolling plan for projects and maintenance expenditure.	Clerk RFO Facilities Manager All Councillors	•
	c. Use of funds not in accordance with the wishes of the residents.	As at 2a above. As at 6a above.	All Councillors Clerk	•
	d. Charges for use of facilities inadequate or excessive.	Effective financial management by RFO. Internal audit checks.	All Councillors Facilities Manager	•
	e. Fund raising not properly controlled or not in accordance with regulations.	All councillors to be aware of need to check regulations before commencing fund-raising activities. Effective financial management by RFO.	All Councillors Clerk RFO	
<ol> <li>To ensure that the annual precept requirement results from an adequate budgetary process; progress against the budget is regularly monitored; and reserves are</li> </ol>	a. Lack of knowledge of budgetary process, and of Council regulations.	Ensure regulations are issued to all councillors. Place item on agenda early in year to remind councillors of budget process and actions required. Encourage councillor training. Delegate responsibility for managing the initial budgetary process to the RFO.	All Councillors RFO Clerk Facilities Manager	•
appropriate. continues	b. Lack of commitment to budgetary process.	As at 7a above Involve all councillors in budgetary process, not solely the Clerk/RFO.	All Councillors Chair	

Stubton Parish Council Risk	Register		May 2025	
Aim	Risk	Method used to Minimise Risk	Person(s) Responsible	Status
<ul> <li>continued</li> <li>To ensure that the annual precept requirement results from an adequate budgetary process; progress against the budget is regularly monitored; and reserves are</li> </ul>	c. Inadequate consideration of requirements for annual precept.	Place item on agenda early in year to remind councillors of budget process and actions required. Delegate responsibility for managing the initial budgetary process to the RFO. Start budget build in November well ahead of submission date.	All Councillors RFO Clerk Facilities Manager	•
appropriate.	d. Calculation not in accordance with Council regulations.	Checks by RFO and Internal Auditor.	RFO Internal auditor	•
	e. Inadequate internal controls with regard to monitoring expenditure.	Checks by RFO and Internal Auditor. Financial and budget progress reports to all Council meetings.	RFO Internal auditor All Councillors	•
	f. Reserves too low or too high	The general reserve (not earmarked) to be at least 25% of typical annual income or as otherwise advised by the RFO / Internal auditor. The general reserve (not earmarked) not to exceed 75% of typical annual income or as otherwise advised by the RFO / Internal auditor.	RFO Clerk All Councillors	•
8. To explore all possible sources of income, and	a. Lack of knowledge of possible sources of income e.g. grants.	Encourage training and conference attendance to gain experience of all grants available and application procedures.	Chair Clerk	•
ensure that expected income is fully received.	b. Lack of time/commitment to pursue possible sources of income.	As at 8a above.	All Councillors Clerk	•
	c. Receipts not banked or not banked promptly.	Regular checks by RFO and Council. Internal audit checks.	Clerk/FM/Chair RFO Policy & Resources Committee	•
continues	d. Debts not pursued promptly.	As at 8c above.	Internal audit Facilities Manager RFO Property Services Committee	•

Stubton Parish Council Risk	Register		May 2025	1
Aim	Risk	Method used to Minimise Risk	Person(s) Responsible	Status
<ul><li>continued</li><li>8. To explore all possible sources of income, and ensure that expected income is fully received.</li></ul>	e. Applications not made promptly or made incorrectly.	Ensure Clerk has appropriate and up-to-date VAT official publications. Regular checks by RFO. Internal audit checks.	RFO Policy & Resources Committee	•
<b>9.</b> To ensure that salaries paid to employees and amounts paid to contractors are paid in line with Council regulations and budget and statutory legislation. Ensure payments are adequately monitored.	<ul> <li>a. Inappropriate rate of pay to employees.</li> <li>b. Tax and NI arrangements not in accordance with regulations.</li> </ul>	Ensure employee regulations are available and understood by Clerk. Checks by RFO. Internal audit checks. As at 1 above.	RFO Clerk Policy & Resources Committee Internal audit RFO Clerk Policy & Resources Committee Internal audit	•
	c. Amounts paid to contractors not in accordance with contract and inadequately monitored.	Checks by RFO and internal audit. Monitoring of contract expenditure by the Property Services Committee.	Facilities Manager RFO Property Services Committee Internal audit	•
<b>10.</b> To ensure that year end accounts are prepared on the correct accounting basis, on time, and supported by an adequate audit trail.	<ul> <li>a. Lack of knowledge of Council regulations and procedures.</li> <li>b. Late or non- submission of annual accounts.</li> </ul>	Compliance with Financial Regulations and Standing Orders. Attend training seminars where available. Compliance with the instructions of the External auditor. RFO to monitor progress against timetable and report to Council meetings.	Clerk RFO All Councillors Clerk RFO Internal auditor All Councillors	•
continues				

May 2025	<b>T</b>
Person(s) Responsible	Status
•	
Clerk RFO Internal auditor All Councillors	•
Clerk RFO Internal auditor All Councillors	•
RFO Policy & Resources Committee	•
RFO Policy & Resources Committee	•
RFO All Councillors Facilities Manager	•
RFO All Councillors	•
/ F	All Councillors Facilities Manager RFO

Stubton Parish Council Risk	Register		May 2025	
Aim	Risk	Method used to Minimise Risk	Person(s) Responsible	Status •••
12. To carry out adequate checks in respect of the safety, licensing and integrity of all Council buildings.	a. Compromised building security (e.g. broken window) or integrity (e.g. leaking roof).	Ensure that all necessary checks are properly performed by suitably accredited people in a timely manner in accordance with an agreed schedule.	Council members Volunteers Cler/RFO	•
Aim	Risk	Method used to Minimise Risk	Person(s) Responsible	Status
14. To carry out adequate safety checks on the public open space and street furniture owned by the Council.	a. The lack of or an inadequate programme of maintenance allows the persistence of safety hazards (e.g. trip hazards, dangerous trees, faulty gates, faulty seats, faulty bins etc).	Regular checks by Councillors. Prompt attention to hazards/problems once identified. Prompt attention to issues raised by all users. Engagement of suitable contractors to conduct ongoing maintenance works.	Council members Clerk/RFO	•

	STUBTON PARISH COUNCIL	-	ACCOUNTS	FROM 1 APP	RIL 2024 - 3	1 MARCH 202	25	
DATE	RECEIPTS	METHOD OF PAYMENT	PRECEPT	GRANTS	OTHER	INTEREST	TOTAL	
04/04/2024	SKDC	DC		1540				1540
04/07/2024	SKDC	DC		65	51.6			651.6
								2191.6

DATE PAYMENTS	METHOD OF PAYMENT STATIONEY/P	OSTAGE TRAINING	INSURANCE	ELECTION COSTS	DONATIONS	DECORATIONS	LALC	BANK CHARGES MAINTENANCE	OTHER	TOTAL	LEGAL POWER	MINUTE REF.
26/06/2024 ZURICH INSURANCE	CHQ 362		248	3.8							248.8 Local Government Act 2000, s.101	Jun-24
10/10/2024 LALC ATS TRAINING SCHEME	CHQ 365		60								60 Local Government Act 1972, s.143	Sep-24
28/11/2024 J DAVISON UKR FLAGS	CHQ 366									9.18	9.18 Highways Act 1980, s.144	Jun-24
28/11/2024 J TAYLOR PAINT	CHQ 363							5	)		50 Open Spaces Act 1906, s.10	Sep-24
28/11/2024 J TAYLOR PAINT	CHQ 364							5	)		50 Open Spaces Act 1906, s.10	Sep-24
17/03/2025 SKDC GREEN BINS FOR CHURCH	D/D					97					97 Parish Councils Act 1957, s.10	Jun-24
20/03/2025 ICO REGISTER	D/D									47	47 Local Government Act 1972, s.142	Mar-25
											561.98	

OPENING BALANCE ON 1 APRIL 2024	£3,380.50
RECEIPTS	£2,191.60
TOTAL	£5,572.10
LESS PAYMENTS	£561.98
CLOSING BALANCE ON 31 MARCH 2025	£5,010.12

# Publication Scheme & Transparency Code

Stubton Parish Council publishes the following information which complies with transparency requirements for smaller authorities:

Class 1 - Who we are and what we do: Current council members and employees.

Class 2 – What we spend and how we spend it: Annual Reports (AGAR documents), accounts, budgets & payment schedules. Receipts including precept, grants & any other income.

Class 3 – Priorities and planning: How and what the parish council intends to do.

**Class 4 – Decisions: Council Meeting Agendas, Minutes, Reports.** 

Class 5 – Policies and procedures: statutory provisions (standing orders, financial regulations, code of conduct & data protection), along with best practice provisions.

Class 6 – Registers: asset register, register of members interests (published on SKDC website).

Class 7 – Services: litter bins, bus shelter, phone box, open spaces provisions & maintenance.

Information in this definition document is available on the parish council website or in hard copy unless:

- it does not hold the information;
- the information is exempt under one of the FOIA exemptions or Environmental Information Regulations exceptions, or its release is prohibited by another statute;
- the information is readily and publicly available from an external website; such information may have been provided by the public authority or on its behalf. The authority must provide a direct link to that information;
- the information is archived, out of date or otherwise inaccessible; or,
- it would be impractical or resource-intensive to prepare the material for routine release.

The Parish Council reserves the right to charge for administration and postage at cost when dealing with requests for information. Prices on request.