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Nash Mills Crime Figures 2022

	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD.
BURGLARY (DWELLING)	1												
BURGLARY (Other)		1											
THEFT FROM MOTOR VEHICLE		1	1										
THEFT OF MOTOR VEHICLE		1	1										
DAMAGE OR DESTROY <£5,000	2		1		2								
THEFT FROM SHOP			1										
THEFT, OTHER				2	2								
DRUG RELATED	1	1		4									
OTHER CRIMES	4	6	3										
DOMESTIC RELATED	-	-	4	4	1								
TOTALS	8	10	11	10	5								

## Nash Mills Crime Figures 2022

DWELLING BURGLARY													
BURGLARY OTHER													
THEFT FROM MOTOR VEHICLE													
THEFT OF MOTOR VEHICLE													
DAMAGE OR DESTROY	Damage to parked car (wing mirror broken), bottle thrown at car (dented door)												
THEFT FROM SHOP													
THEFT OTHER	Student handbag stolen from a school, Parcel theft												
DRUG RELATED													
OTHER													
DOMESTIC RELATED	Standard domestic												



## Clerk Report June 2022

### Verges Phase 2

Email sent. Still Waiting for HCC and DBC responses. Email was sent 3/5/2022 but unable to chase due to recent HCC interaction.

### Lease

Solicitor still waiting on AHS response.

### Noticeboard

Order payment being signed off this meeting. HCC notified of timescales so that they can arrange installation.

### CCTV Visit

Visits now completed for some Cllrs but new Head of Dept has instructed the staff member to cancel any further visits as her new policy is that she will not allow visits. Clerk to write to query and to copy B/Cllr in as these visits were offered when we agreed to pay for the camera at The Denes.

### Green Grant -reminder

Separate agenda point for July.

### Planning Appeal Rear of 9-11 Chambersbury.

NMPC response submitted and circulated to all Cllrs.

### Defibrillator Sign & bench works

Bench in place and completed in time for Jubilee. Defib sign needs moving slightly but clerk has spoken to contractor to arrange this w/c 6/6/22.

### The Denes Works

Clerk and Cllr Cobb met with DBC Officer (RC) at The Denes so that he may draw up some plans for council to consider. During the visit he was impressed with the array of wildflowers that had grown pre-grass cutting on the land opposite (Georgewood Road). He has now decided to undertake a survey of this area and will therefore just be cutting the edges and pathways to the benches as he is hoping that we will see an increase in wildlife etc there. He also gave some further idea with regards to The Denes and also this area. More information to follow in July.

### Jubilee Tree

Clerk spoke to DBC Clean, Safe and Green re tree watering for the newly installed tree. DBC have no plans to monitor or action this, so our warden is currently doing this.

Clerk advised DBC that the 'water bag' was incorrectly installed and this has now been fixed by DBC.

Jubilee plaque has arrived and holder for this remains on order

### Logs on Chambersbury Lane Verges.

This have been removed by DBC to enable them to cut and strim the verges properly.

### Filming in Nash Mills

Clerk has received a visit and conducted a walk around with the DBC Officer who works to identify local filming locations, more information to be circulated once received.

### Parish magazine Invoices

All sent with the majority now paid. One invoice voided due to advertiser being poorly and missing the cut off date to cancel. He no longer wishes to advertise with us but has been a longstanding customer therefore the invoice for the edition (£20) was cancelled as a gesture of goodwill.

### Warden Updates

#### Bunkers Play Park

Further vandalism to swing seat. Cllr Lester is now lead on Open Spaces WG and will be undertaking a walkaround with the clerk and warden 14/6

### DBC Planning Updates

Staff changeover so monthly Town & Parish Council drop-in sessions will be restarted once new staff member is in place.

### Training Attended/Attending

Clerk attended SLCC quarterly meeting.

Clerk attended LGPS pension training seminars x 2

Cllrs Briggs, Cobb, Berkeley attended the DBC Officer briefing on Enforcement and Conservation. Slides circulated to all Cllrs.

Cllrs Berkeley and Roberts are both signed on to the HAPTC 'Finance for Cllrs' course.

### Correspondence received (please note that this may not include all items)

- Response received from Police and Crime Commissioners Office following a request from a partially sighted resident to assist with walking around the parish with there being so many obstructions being on the footpath. Response circulated and resident notified that P&CCO are unable to assist with obstructive parking on the footpath. Clerk has asked resident to consider writing an article for the parish magazine to highlight the local issues.
- Responses received re CCTV and SIDS insurance cover. They are not NMPC responsibility for insurance purposes and quote amended accordingly.
- DBC/BAM; DBC still waiting for final reports and will then forward to us.
- Resident has again written to DBC and MP to complain about lack of parking enforcement at Nash Green, particularly with parking on double yellow lines.

Nikki Bugden

31/05/2022

**Nash Mills Parish Council**  
**FINANCIAL SCHEDULE**

**Jun-22**

Payee	Method	Description	code	Amount	Vat	Amount	Minutes ref	Inv No
SALARIES/HMRC/PENSION	SO	June Salaries, HMRC,Pension	Various	£ 2,486.10	£	2,486.10		
Vodafone	DD	Clerk's Mobile	4060	£ 15.63	£ 3.12	£ 18.75		513373732
NMVHA	SO	Hall Hire	4165	£ 30.00	£	30.00		
DBC	DD	Garage Rental	4175	£ 52.60	£ 10.52	£ 63.12		
Paybureau	SO	Monthly Wages Fee	4050	£ 18.60	£ 3.72	£ 22.32		nm0622
Diverse Print	Online	Jubilee Posters	4160(emr 329)	£ 78.00	£ -	£ 78.00	22068fpc	20029
Diverse Print	Online	acrylic	4160 (emr 326)	£ 40.00	£ 8.00	£ 48.00	22042fpc	20093
HAPTC	Online	Finance Training Cllr Berkeley	4140	£ 30.00	£ -	£ 30.00		2223/147
HAPTC	Online	Finance Training Cllr Roberts	4140	£ 30.00	£	30.00		2223/148
SLCC	Online	Charles Baker Legal Book	4140	£ 141.00	£ 0.80	£ 141.80		ord508317-1
Irmak Sandwich Bar	Online	Jubilee Drinks (50%)	4160 (emr 329)	£ 32.20	£ -	£ 32.20	22068fpc	26 vouchers redeemed
The Parish Noticeboard Co	Online	New Noticeboard	4160 emr 332/3330	£ 932.50	£ 186.50	£ 1,119.00	22035fpc	9973 50% on order 50% on delivery
HH District Scouts	Online	Magazine delivery	4070	£ 120.00	£ -	£ 120.00	22052fpc	Jan-22
Gallagher	Online	Insurance Renewal	4085	£ 807.61	£ -	£ 807.61	22086fpc	496030241
The Sign Maker	Online	Baking board and spike for plaque		£ 49.12	£ 9.83	£ 58.95		22lw05026ls
Herts Drives	Online	Bench Install/Defib sign	4301 (emr 330.322)	£ 415.00	£ 83.00	£ 498.00	22051fpc	3370
Clerk expenses	Online	Stickers for biscuits	4160 (emr329)	£ 15.00	£ 3.00	£ 18.00		12116
Clerk expenses	Online	Jubilee Art Supplies	4160 (emr 329)	£ 9.83	£ 1.97	£ 11.80	22068fpc	
Baker Ross	Online	Jubilee Prizes	4160 (emr 329)	£ 38.00	£ 7.60	£ 45.60		so1367234
				£ 5,341.19	£ 318.06	£ 5,659.25		
Payments Below Paid under delegated powers				£ 5,341.19	£ 318.06	<b>£ 5,659.25</b>		

**NIKKI NOTES**

PAY HMRC	Date	Chairman	
PAY PENSION		Second signatory	
VAT RECEIPT GARAGE		RFO	
Change Dave DD			
Change NW DD			

## Detailed Receipts &amp; Payments by Budget Heading 31/05/2022

## Accounts up to 31st May 2022

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<b><u>100 Income</u></b>							
1076 Precept	29,690	0	(29,690)			0.0%	
1077 Council Tax Grant	10,380	0	(10,380)			0.0%	
1090 Bank Interest	7	100	93			6.8%	
1100 Grants Received	3,000	0	(3,000)			0.0%	3,000
1110 CIL	784	0	(784)			0.0%	784
<b><u>200 Administration</u></b>							
4000 Staff Costs (Inc HMRC & Pensio	(5,007)	(29,900)	24,893		24,893	16.7%	
4002 WFH allowance & mileage	(67)	(432)	365		365	15.5%	
4050 Payroll Charges	(37)	(216)	179		179	17.2%	
4055 P.O.Box	0	(300)	300		300	0.0%	
4060 Communications/Mobile	(31)	(240)	209		209	12.8%	
4075 Office Supplies	(8)	(300)	292		292	2.6%	
4080 Subscriptions	(920)	(1,155)	235		235	79.6%	
4085 Insurance	0	(880)	880		880	0.0%	
4105 Audit Fees	0	(918)	918		918	0.0%	
4110 Website Maintenance	0	(150)	150		150	0.0%	
4115 Domain Hosting	0	(82)	82		82	0.0%	
4120 ICT/Licenses/IT Support	0	(532)	532		532	0.0%	
4130 Community Grants	0	(668)	668		668	0.0%	
4140 Conferences/Training Courses	0	(675)	675		675	0.0%	
4160 Misc (park and misc)	(100)	(400)	300		300	25.0%	
4161 Park Repairs	0	(400)	400		400	0.0%	
4162 Sundry Expenditure	(445)	(100)	(345)		(345)	445.0%	445
4165 Hire Costs (Hall or Zoom)	(60)	(432)	372		372	13.9%	
4170 Tools/Covid Exp	(61)	(200)	139		139	30.7%	
4175 Garage Rent	(105)	(587)	482		482	17.9%	
<b><u>250 Parish Magazine</u></b>							
1150 Advertising (Income)	620	573	(47)			108.2%	
4065 Parish Magazine	(875)	(1,950)	1,075		1,075	44.9%	
4070 Delivery of Magazine	0	(360)	360		360	0.0%	
<b><u>300 Projects</u></b>							
4301 The Denes Project	(770)	0	(770)		(770)	0.0%	770
4305 Christmas Lights	0	(1,128)	1,128		1,128	0.0%	
<b><u>999 VAT Data</u></b>							
115 VAT on Receipts	343	0	(343)			0.0%	
515 VAT on Payments	(276)	0	(276)		(276)	0.0%	

## Detailed Receipts &amp; Payments by Budget Heading 31/05/2022

Accounts up to 31st May 2022

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
Grand Totals:- Receipts	44,824	673	(44,151)			6660.3%	
Payments	8,762	42,005	33,243	0	33,243	20.9%	
<b>Net Receipts over Payments</b>	<b>36,062</b>	<b>(41,332)</b>	<b>(77,394)</b>				
plus Transfer from EMR	1,215						
less Transfer to EMR	3,784						
<b>Movement to/(from) Gen Reserve</b>	<b>33,493</b>						



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## Nash Mills Parish Council

### Bank - Cash and Investment Reconciliation as at 7 June 2022

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#### **Confirmed Bank & Investment Balances**

##### **Bank Statement Balances**

31/05/2022	Lloyds Current A/C	55,364.72
31/03/2022	';	60,852.98
29/04/2022	NatWest Current A/C	6,738.81
31/05/2022	Lloyds 32 Day	22,056.06
25/11/2021	Lloyds Holding Account	0.00

**145,012.57**

##### **Other Cash & Bank Balances**

**0.00**

##### **Closing Balance**

**145,012.57**

##### **All Cash & Bank Accounts**

1	LLoyds Current A/C	55,364.72
2	NatWest BR	60,852.98
3	NatWest Current A/C	6,738.81
4	Lloyds 32 Day	22,056.06
5	Lloyds Holding TF Account	0.00
	Other Cash & Bank Balances	0.00
	<b>Total Cash &amp; Bank Balances</b>	<b>145,012.57</b>

**Clerk Report to Council – Internal Auditor Recommendations.**

	<b>Control Area</b>	<b>Recommendation(s)</b>	<b>Clerk Comments for Council</b>
1	Proper bookkeeping.	None.	
2	Standing Orders and Financial Regulations adopted and applied; and payments controls.	<p>Appreciating that it appears to be difficult for DBC to provide compliant VAT invoices re garage hire (e.g., a VAT invoice to cover a whole year at a time), I recommend that a request is made to DBC for a compliant VAT invoice, so that at least the council will have the request on file. Post internal audit note: I understand from the clerk that she has e-mails on file about this and VAT receipts for part of the year until DBC stopped providing these as confirmed by DBC e-mail.</p> <p>Authorisation on documents supporting payments is evidence by means of a grid stamp for three sets of initials. In the payments sample tested, two sets of payroll documents only had two sets of initials. I recommend that going forward, the three sets of initials are obtained as per the financial regulations to evidence these checks.</p>	<p>This was supplied to the auditor as I had it on file already.</p> <p>The face sheets detailing the full transactions and amounts had 3 signatures but it was the supplementary admin forms that I supply that had not been initialled.</p>
3	Risk management arrangements.	In the early part of the year, per the minutes, some minutes were not signed at the following meeting. Noting that the following meeting minutes did note the approval of the minutes, I recommend that going forward, the council takes note of s41 of the Local Government Act 1972. Post internal audit note: the clerk has responded that this was due to Covid, and her understanding was that this was OK as long as they were signed asap after in particular given a clinically vulnerable family member.	I do not feel that this point should have been included as this was during Covid 19 restrictions and the minutes were signed at the earliest, safe opportunity.
4	Budgetary controls.	None.	
5	Income controls.	None.	
6	Petty cash procedures.	Not applicable.	

### Clerk Report to Council – Internal Auditor Recommendations.

7	Payroll controls.	<p>Noting that the numbers have been corrected on the AGAR, the internal audit identified two posting errors resulting in a small overstatement in 'Box 4 Staff Costs' (&amp; a corresponding understatement of Box 6). To provide an easier audit trail, and to reduce the chance of error, I recommend that as the existing approach is generally to base postings to account code 4000 on 'Rialtas' around 'net pay' figures', the full net pay figure is posted as the debit entry, and any amount that does not qualify for inclusion in Box 4 is then deducted by means of a credit entry to account code 4000 - this is the process that was used at the start of the year.</p> <p>The internal audit identified that, although this is a very small amount, back pay paid relating to the NJC pay award for 2021/22 to the clerk in Mar-22 did not include an amount in relation to the 'inner fringe' increase. I recommend that back pay includes increases to the inner fringe allowance where applicable.</p> <p>Salaries are calculated based on NJC payscales, and per the clerk's contract "calculated by pro-rata reference to the standard full-time working week for local government staff of 37 hours." The calculation methodology used applies the NALC-converted hourly rates which gives very similar results. I recommend that the council considers whether the simpler method, pro-rating the annual NJC figures (and dividing by 12 to give the monthly salary) would be useful, e.g., to use as a check on the more complex calculation.</p>	<p>There were 2 entries totalling £31 that were mis posted under staff costs rather than working from home/mileage allowances. These were corrected prior to the AGAR being submitted and the accounting software adjusted to reflect this. Method suggested by Auditor effective from 1/4/2022.</p> <p>Noted.</p> <p>Noted.</p>
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### Clerk Report to Council – Internal Auditor Recommendations.

8	Assets controls.	<p>There are a small number of instances in the asset register where the acquisition date is not included. I recommend that going forward, the acquisition date, or a note in this column in relation to this is included for all additions.</p> <p>The internal audit identified one addition to the asset register where the delivery cost was not included in the asset register value. Noting that this instance has been updated for the purposes of the AGAR, I recommend that delivery costs are included going forward on the basis that they are a "cost of acquisition".</p>	This was noted and updated. (£10 adjustment) although I disputed the inclusion.
9	Bank reconciliation.	<p>I recommend that the figures in bank reconciliation provided to the external auditors are not rounded (i.e., that they include pence).</p> <p>Not all bank reconciliations on file were signed by the preparer (RFO). I recommend that it is good practice for the bank reconciliation to be signed by the preparer prior to review and sign off.</p>	<p>Noted.</p> <p>Noted.</p>
10	Year-end procedures.	The internal audit identified that the prior year box 9 ("assets") figure on the 2022 draft AGAR had not been updated to the 2021 figure. Noting that this has now been updated, I recommend that this is noted for future reference.	Noted- this was an oversight in the draft document.
11	Exempt Authority	Not applicable.	
12	Transparency Code	Not applicable.	
13	Public Rights	None.	
14	AGAR Publication Requirements	None.	
15	Basic IT controls.	None.	

**Clerk Report to Council – Internal Auditor Recommendations.**

16	Responsibility as a trustee.	Not applicable.	

Nikki Bugden  
24/5/2022

**Private & Confidential**

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Mrs N Bugden  
Nash Mills Parish Council  
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HP1 9ST

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1-2 Bridge Street  
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Surrey  
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Tel: 01483 462860

[www.ajg.com/uk](http://www.ajg.com/uk)

12th May 2022

Dear Mrs Bugden,

**Insurance Policies: AJG Community Schemes****Client Name: Nash Mills Parish Council****Client Reference Number: 1617799****Policy Numbers: 496030241****Effective Date: 01/06/2022**

Your insurance policy is due for renewal shortly and we have pleasure in enclosing your renewal quotation(s) and documentation. These have been based on your requirements which you disclosed to us previously or in our recent renewal discussions. Our understanding of your requirements are shown in the enclosed documentation.

There are a number of documents enclosed and it is important that you review each of them. Within this letter we have summarised what we consider to be the most important points to assist you. We have directed you to those documents, or parts of documents, which you must read carefully.

As a reminder, in order to ensure rate stability, Nash Mills Parish Council chose to set up a 3 year binding Long Term Agreement (LTA) with Pen Underwriting Limited, with effect from 31/05/2020. This means Nash Mills Parish Council will commit to keep their policy with Pen Underwriting Limited for the period of the LTA, which will expire on 31/05/2023.

In return Pen Underwriting Limited agrees not to increase the annual insurance premium, except for the following reasons:

- When there are changes to the material facts concerning your policy.
- Policy changes where the sums insured for assets covered against loss or damage are increased or decreased.
- The annual inflationary increase (index linking) applied to the sums insured for the assets covered against loss or damage.
- The imposition by the Government of a higher rate of Insurance Premium Tax (IPT).

*Any changes to terms or conditions other than those stated, for example, the imposition by the Insurer of a higher rate resultant from the claims ratio exceeding the percentage detailed in the LTA endorsement wording shown in the schedule enclosed, **releases** Nash Mills Parish Council from the Long Term Agreement and as your broker we will seek alternative quotations from the market on your behalf*

**For further information regarding your obligations under the LTA, please see the LTA wording contained within the attached Schedule of Insurance.**

## Nash Mills Parish Council Renewal Terms under Long Term Agreement until 31st May 2023

Your renewal premium(s) for the forthcoming year are detailed as follows:-

Policy	Insurer	Premium	Insurance Premium Tax	Administration Fee(s)	Total Due
AJG Community Schemes	Pen Underwriting Limited	£676.44	£81.17	£50.00	£807.61
<b>Total</b>		<b>£676.44</b>	<b>£81.17</b>	<b>£50.00</b>	<b>£807.61</b>

### AJG Community Schemes

#### Your Requirements and Our Recommendations

We have assessed the information about the circumstances that you have provided to us when Nash Mills Parish Council entered into their long term agreement, to help us to identify your requirements and make recommendation(s). We have based our understanding of your requirements on this information and any additional information provided by Nash Mills Parish Council in response to our Pre Renewal email.

#### Our Recommendation(s)

We recommend that this policy is placed with Pen Underwriting Limited based upon your requirements to purchase a Local Council Insurance policy and the price, extent of cover and policy benefits provided by the insurer.

Our recommendation is based on your requirements to have a Local Council Insurance policy for Nash Mills Parish Council to the levels of cover we have discussed which is summarised in the attached quotation schedule and statement of fact.

- We have recommended that your cover is placed with the insurer(s) named within your schedule.
- We believe the cover(s) provided is the most suitable from the insurers that we have approached and based on the information you have provided.
- Please ensure you read your documentation pack carefully to confirm that the cover meets your requirements, paying particular attention to exclusions, warranties, conditions, excesses and limits.

If you require any changes to be made or information corrected, please contact us as soon as possible, as failure to do so could mean that your insurance is voided, or may lead to the insurer not paying all or part of your claim.

**We would draw your attention to your Duty of Fair Presentation obligations, along with the importance of checking that you have adequate sums insured. Full details can be found in the Important Information section.**

## Market Selection

For this type of insurance, Gallagher has entered in to an agreement with a single insurer, who provides this policy.

This agreement allows us to rate the premium and issue the policy documentation on their behalf. Under such an agreement, we are acting as agent of the insurer.

We have arranged insurance for you through another company in the Arthur J. Gallagher group which acts on behalf of one or more insurers. An example may include a placement with a separate underwriting team within Arthur J. Gallagher Insurance Brokers Limited, or within Pen Underwriting Limited or Arthur J. Gallagher UK Limited. The company/ies we have used will be set out in your policy documentation.

In arranging an insurance solution for you, we will ensure that our duty to you does not conflict with the duties that an Arthur J. Gallagher group company owes to the insurers that it represents.

## Significant Terms, Conditions, Warranties, Exclusions and Subjectivities

Your **policy documents** will record what is insured and against what **Insured Perils** (risks) apply, along with details of any **Warranties** which sets out those things which you must make sure happen or have in place at all times. Your cover may be subject to **Exclusions** and **Endorsements**, which set out additional **Policy Terms** which are particularly important. Please also consider any **Conditions** with which you have to comply in order for your cover to be valid and for you to make a claim.

**It is important that you read and make sure that you understand the full extent of the cover that is provided by your insurance policy.** The policy wording should be read in conjunction with your policy schedule. Please read these carefully as they may have an impact on the validity of your cover and/or your ability to make recovery for any claims made.

If there are any areas of the policy which you are concerned about or do not understand, or where you are unable to comply, then please contact us to discuss in further detail. It may be possible, albeit at higher cost, to obtain wider or less restrictive cover.

The attached insurer schedule details the following endorsements applicable to your policy.

- Contents - Endorsement - Floating amount insured (Buildings) - CC07
- Contents - Endorsement - Floating amount insured (Contents) - CC01
- Business Interruption - Endorsement - Floating amount insured (Business interruption) - CC02
- Contents Away from Premises - Endorsement - Contents temporarily elsewhere - CC05
- Employers' Liability - Endorsement - Employers Liability Tracing Office (ELTO) - mandatory information required - CC06
- Legal Expenses - Endorsement - Council legal liability excess amendment - CC0015

## Policy Documents

It is important that you check through your policy documentation. Please read all documents carefully, paying particular attention to the limits, endorsements and exclusions. **If any information is incorrect, please contact us immediately.**



## Payment Options

Our standard payment terms are payment on or before your policy inception or renewal date. This ensures we receive your funds in time to settle our Insurer accounts where there are strict requirements.

You can pay by the following options:-

- Cheque payable to Arthur J Gallagher Insurance Brokers Ltd - Please add your client reference number onto the back of the cheque.
- Direct Debit with Insurers (if available)

Bank Transfer (BACS) – Please refer to your invoice for details on how to pay by this method

## Next Steps

In order to renew the policy for Nash Mills Parish Council you must;

1. Check the attached documents and inform us if anything needs changing
2. Check the cover still meets the needs of Nash Mills Parish Council
3. Confirm that the policy for Nash Mills Parish Council should be renewed via [communityrenewals@ajg.com](mailto:communityrenewals@ajg.com) or telephone us on 01483 462860 before 1st June 2022
4. Pay for your policy by the renewal date 1st June 2022

If you have any questions relating to your insurance arrangements, please do not hesitate to contact us. **We look forward to receiving your renewal confirmation by the renewal date.** Failure to provide your instructions could result in your policy and cover lapsing.

Should you need any assistance or wish to review our recommendation in anyway, please do contact the Community Team at Gallagher Insurance on 01483 462860 or via [community@ajg.com](mailto:community@ajg.com).

Yours sincerely,

### The Community Team

Tel: 01483 462860

Email: [community@ajg.com](mailto:community@ajg.com)

#### TALK TO US ABOUT:

- Motor
- Engineering
- Cyber
- Professional Indemnity
- Associated Charities
- Village Hall Policies
- Anglican Church Policies
- Risk Management Solutions
- Event Coverage
- Terrorism



Insurance | Risk Management | Consulting

Enclosures	Action Required by You
Statement of Fact(s)	Information you have provided to us and on which your policy is based. Please review and advise us of any changes required.
Policy Schedule(s)	Please review and advise us immediately if there are any terms you are unable to comply with or do not understand.
Policy Summary(s)) Notice to Policyholder/Summary of Changes	An overview of the proposed cover including limits. Please read in conjunction with your policy and advise us immediately if there are any terms you are unable to comply with or do not understand.
Our Invoice	Please note payment terms.
Important Information	Please read and retain.
Our Terms of Business	Please read and retain.

# Important Information

Please read this section carefully **as it contains important terms and may require you to take action.**

## 1. Sums Insured and Under-Insurance (Average)

Please ensure you are insured for the full value of risk in accordance with the policy terms and conditions. We strongly recommend that you obtain professional valuations for reinstatement purposes of buildings, machinery and plant at regular intervals. Sums insured and limits of indemnity should be kept under review throughout the period of insurance.

It is important that you are NOT under-insured. Make sure you have insured your buildings for the full rebuilding cost including allowances for architects costs and site clearance, and your contents for their full replacement value as new items.

You must notify us if the full replacement value of your contents or full rebuilding cost of your buildings exceeds the amount shown on your schedule.

The insurer will only be able to settle claims at the percentage you are actually insured for. For example, if the value of your contents shown on your schedule only represents 70% of the full replacement value then the insurer will not pay more than 70% of your claim.

## 2. Duty of Fair Presentation

When you answer questions or agree with assumptions during the quotation process, you must disclose material facts or circumstances about the risk(s) you want to insure. A material fact or circumstance is something that would influence the judgement of an insurer in deciding whether or not to insure the risk.

This is known as a 'duty of fair presentation' and includes disclosing the following:

- Information that you, your firm's senior management, or anyone responsible for arranging your insurance knows, or should know in relation to your business; and
- Information that would be revealed by a reasonable search of information available to you or by making enquiries, and could include information held within your business or by someone else (such as your insurance broker).
- Remember that if you fail to meet this duty, it could mean that the policy is void, or that the insurer is not liable to pay all or part of your claim(s).

*The following examples provided are in addition to the main wording above and are to be used where appropriate:*

Examples of material facts or circumstances include the following (please note these have been provided as examples only and the list is not exhaustive):

- Being declared bankrupt, participating in an Individual Voluntary Arrangement (IVA) or protected deed of trust in Scotland or making a compromise arrangement with creditors.
- Other policies in place covering the same risk.

- Previous claims or incidents which may have led to a claim but for which you did not actually submit a claim.
- Any caution, charge or conviction of a criminal offence for you or any director/business partner/trustee
- Any motoring convictions or disqualification by any director/business partner/trustee or any driver of a company vehicle in respect of a motor insurance application
- The organisation, directors, partners or trustees having been prosecuted or received a prohibition or improvement notice for failure to comply with any Health and Safety, Welfare or Environmental Protection legislation
- Being declined cover by other insurers or having special terms imposed
- Changes to your business activities
- Changes to the Police response to alarm signals.

Please remember that if any of your details, material facts or circumstances change during the policy period, you must always notify us immediately.

### 3. Policy Terms, Conditions and Exclusions

Insurers may impose warranties and/or restrictive endorsements and where any of your policies are subject to a warranty, compliance is an absolute requirement at all times.

In addition to warranties (or in some instances, in place of) policies may contain "conditions precedent to liability". Failure to comply with a condition precedent may mean that the insurer will not be liable for any loss.

Please pay particular attention to any warranties and/or restrictive endorsements as failure to fully comply with any warranty/endorsement terms could suspend or invalidate the policy cover.

Similarly, policies also contain general conditions that apply to all policyholders; for example, 'Notification of Claims' and alteration in risk. You should familiarise yourself and comply with all conditions.

Full details of any warranties, terms, conditions and exclusions are contained within your policy wording and schedule. **For your protection, it is essential that you read your policies carefully to ensure you are familiar with all of the terms, warranties, conditions and exclusions.**

If at any time you are unable to comply with a warranty, condition precedent to liability, or any other policy terms, conditions, exclusions or insurers' requirements, please let us know immediately as the requirements imposed will continue to apply until insurers have accepted that you are compliant with policy terms and confirmed cover.

If you have any queries or questions regarding the policy term, conditions or exclusions please contact us immediately.

## 4. Administration Fees

Where we charge an administration fee in respect of the operational cost of setting up, administering or cancelling your policy, e.g. postage, stationery and licensing fees. The administration fee is not subject to Insurance Premium Tax and is separate to any other broker fee charged and/or commission earned for our services.

Activity	Annual premium under £4,500	Annual premium over £4,500	Annual premium over £20,000
New Business and Renewal administration fee	£50	£75	£0

## 5. Basis of our services

The services we provide are outlined in our **Terms of Business Agreement (TOBA)**. A copy of which is provided in Appendix 1 of this report. **Please read this carefully as we will provide our services in line with this.**

We act on an 'advised' basis which means that we will be making a personal recommendation of a specific insurance policy(ies) based on information you have given us around your particular requirements and circumstances. When acting on an 'advised' basis, we act as Agent of the Customer (that is to say, we represent the customer) in order to select appropriate cover(s) from different insurance markets.

## 6. Short Form Privacy Notice

We are the data controller of any personal data you provide to us. We collect and process personal data in order to offer and provide insurance services and policies and to process claims. Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop our products and services and to comply with our legal and regulatory obligations. This may involve sharing information with, and obtaining information from, our group companies and third parties such as (re)insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us to monitor and improve the service we provide as well as for regulatory purposes.

Please see our Privacy Notice for further information on how your personal data is used, shared, disclosed and retained, your rights in relation to your personal data and how to contact our Data Protection Officer. Our Privacy Notice can be found at <https://www.ajg.com/uk/privacy-policy/>

From time to time we may make important updates to our Privacy Notice and these may in turn affect the way we use and handle your data. Please ensure you review our Privacy Notice periodically to ensure you are aware of any changes.

If you are entering into this agreement in the course of your business, or as a charity, for charitable purposes and providing information on other individuals to us, for example your employees and/or any other party that would be covered under the insurance policy we may be placing or services we may provide to you, you shall ensure that individuals whose personal data you are providing to us have been provided with fair processing notices that are sufficient in scope and purpose, and that you have obtained all appropriate consents, where required, or are otherwise authorised, to transfer the personal data to us and enable us to use the personal data and process the personal data for the purposes of this agreement and as set forth in our Privacy Notice. You must not share personal data with us that is not necessary for us to offer, provide or administer our services to you.

## 7. Fraud Awareness

To help prevent fraud - before requesting your bank details to provide you with a refund by phone, we will always validate with you information that we hold on file; information that only you would know. This information could include your address or specific policy details. Any refund we provide will only be for one of three reasons:

- 1) overpaid funds
- 2) a reduction in your cover
- 3) cancellation

Arthur J. Gallagher Insurance Brokers Limited will never request sensitive information, such as, passwords, usernames or a mother's maiden name.

If you receive a phone call and are unsure it is from us, you can always call us to verify we are who we say we are. Please call your usual contact, or call us on the telephone number shown within this document.

## 8. Employers Liability Insurance – What you need to know

### Employers' Liability Insurance

Since 1st October 2008 Employers are allowed to display their employers' liability certificate in an electronic format, so long as it remains accessible by all employees.

Although the law no longer requires you to retain certificates, we strongly recommend that you continue to do so. We believe that it is in your own interest to retain copies. Where no records can be found, you will be responsible for payment of any claim, particularly in relation to so-called 'long-tail' industrial diseases such as deafness and asbestosis.

## 9. Making a Claim

### Step 1 Reporting a claim

- You will need to notify us as soon as possible after an incident, either by telephone on 01483 462860 or by email to [communityclaims@ajg.com](mailto:communityclaims@ajg.com).
- Alternatively out of hours in an emergency, you may also contact your insurer direct. You will find your insurer's claims line number within your policy document, as well as highlighted within your renewal pack.
- Delay in notifying your insurer of an incident or a claim can potentially prejudice your/your insurer's position and can cause difficulty with acceptance of your claim, either in part or in full.

- In the event of injury and/or damage to another party or their property, it is important that no admission of liability is made, as this may also prejudice your/your insurer's position. Any third party claim or correspondence should be immediately passed to your insurers, unanswered.
- Appropriate steps should be taken to minimise any further loss or damage, where possible. Please ensure to retain itemised invoices for any emergency works completed and take photos of the damage where possible
- When notifying a claim, it is important that you have the following key information available, which will help identify you and assist with data protection protocols, thereby reducing any potential delays in providing you with initial advice:
  - Policyholder's name
  - Policyholder's address and postcode
  - Policy number
- In order for us to give you the most accurate advice and guidance on the notification call, there are some key pieces of information that we will need to know:
  - What happened? When? Where?
  - What is the extent of the loss, damage, injury? Consider physical and financial/trading impacts.
  - What is the impact to you as the policyholder?
  - What is being done to help prevent further loss, damage or injury?
  - Who is the best person for insurers to liaise with, what is their relationship with the policyholder and what are their contact details?

It's understood that some of the information may only be indicative at the outset, but the more accurate the information provided, the more likely the advice given will meet your needs and also assist with the progress of your claim.

- Your insurer will advise of next steps, allocate a claims reference number and also provide detail as to who will be your contact throughout the claim.
- Where the services of other parties may be required, insurers will provide details as to who this will be and the services that they will provide.
- Examples include – loss adjuster on large or complex claims, Solicitors/Investigators on Liability issues or claims, Engineers/Approved Repairers on Motor claims insurers should also discuss and agree with you the best method and frequency of updates/next contact.

## Step 2 Claims Handling & Investigation

- In order to evaluate and progress any claim, insurers more often than not will require additional supporting documentation from you.
- Insurers should clearly articulate what they require from you and the reasons why. Typically this will be estimates or invoices and anything that may help them evaluate your claim against the policy coverage that you have in place.
- Delays and/or omissions can in some circumstances lead to issues with acceptance of a claim in part or in full. It is therefore important that you reply to any requests and supply the information required at your earliest opportunity, in order to assist with progressing your claim.
- Should you not understand or wish to query any request from your insurer or their agent, it is recommended that you call them at the earliest opportunity to discuss and seek clarity from them.
- Insurers will look to agree with you what the next steps may be relating to any repair, replacement, defence, or interim actions required.
- Interim payments can sometimes be agreed, particularly on large claims or where the claim creates cash-flow issues. Where appropriate you should ask insurers whether this is a possibility.

## Step 3 Conclusion/Resolution of Claim

- Once insurers have received sufficient supporting documentation and assessed them against the policy coverage in place, we will advise you regarding what a resolution of your claim may look like.
- Payments to be made (in part or in full) should be clearly explained by insurers, including their calculation.
- If for any reason the claim will not be met (in part or in full), insurers should clearly explain the reason why and provide evidence, where appropriate.
- Excess – Any settlement agreed will be subject to the deduction of the applicable policy excess. This can be verified by referring to your policy documents.
- VAT – If the policyholder is VAT registered or able to recover VAT for the costs claimed under their insurance policy, in the majority of situations the policyholder will be responsible for the VAT element of any invoice relating to the claim. This can include the VAT element of suppliers appointed by the insurer, such as solicitors costs.

## Exceptions - Assistance and Complaints

- Escalations and complaints regarding services provided by the insurer should, in the first instance, be directed to the appropriate insurers as soon as the issue arises or is identified.
- Each insurer will have a formal escalation and complaint protocol in place, the details of which will be contained within your policy wording, which should give you suitable guidance.
- If however you encounter any difficulties identifying the appropriate process and/or insurer contact details, you can contact our Claims Team on 01483 462860 or email [communityclaims@ajg.com](mailto:communityclaims@ajg.com), to assist you with ensuring that your issue or complaint reaches the appropriate insurer contact.

Examples of where we may be able to assist include:

- If you are having difficulty making contact with your insurer.
- Your insurers are unable to trace your policy.
- You require additional clarification regarding the claims process.
- Your insurers are failing to provide you with the appropriate level of service.





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Nash Mills Parish Council  
Nash Mills Parish Council  
PO BOX 1602  
Hemel Hempstead  
Hertfordshire  
HP1 9ST

## PRO-FORMA INVOICE

Date: 12 May 2022

Quote No.: 496030241

Client Ref: 1617799

Type of Product	Provider	Contract No.	Term	Cost (£)
AJG Community Schemes	Pen Underwriting Limited	RGBDX6962034	01/06/22 - 31/05/23	676.44
Sub total				676.44
Administration Fee				50.00
VAT on fees				0.00
Other VAT				0.00
IPT				81.17
<b>TOTAL</b>				<b>£807.61</b>

**Payment due on or before effective date.**

If you would like to pay by credit/debit card please contact us on .

Payments by **direct bank transfer** should be made to the following account, using reference - 1617799.

**Bank: Lloyds Bank Plc**  
**Account Name: AJGIBL GBP CLIENT NST ACCOUNT**  
**Account Number: 19511668**  
**Sort Code: 30-80-12**  
**Swift BIC: LOYDGB21F09**  
**IBAN Number: GB30 LOYD 3080 1219 5116 68**

**FOR BANK TRANSFER PLEASE QUOTE REFERENCE ON YOUR PAYMENT AND EMAIL  
REMITTANCE DETAILS TO UK.Glasgow.AJGIBL.Remittances\_@ajg.com**

Arthur J. Gallagher Insurance  
Brokers Limited is authorised and  
regulated by the Financial Conduct  
Authority.

The Financial Conduct Authority  
does not regulate all forms of the  
products we provide

Blenheim House, 1-2 Bridge Street, Guildford, Surrey, GU1 4RY  
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Registered in Scotland: Registration No. SC108909  
Registered Office: Spectrum Building, 7th Floor, 55 Blythswood Street, Glasgow G2 7AT  
VAT Registration No: GB 484 7462 09



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In line with our standard internal review processes, we have made some changes to our Terms of Business Agreement (TOBA), the document which governs the supply of our services to you, as a direct customer of one of the Gallagher entities.

Please find attached the updated version (the 'New TOBA') which replaces the previous TOBA.

Generally, the material changes we make to our TOBA, can apply for any of the following reasons:

- to meet changing regulatory and / or legal requirements;
- providing more clarity around the basis of our relationship with you;
- add to the information about our organisation that we provide to you; or
- improve how we conduct business.

If we do not hear from you within 30 days of receipt we will assume your agreement to this new TOBA and it will fully replace your existing TOBA. Note, however, these changes will not amend your existing policy or policies.

The more important changes are highlighted as follows:

- We have updated the section entitled 'Confidential Information' to clarify how we treat the flow of sensitive or confidential information that we may receive or from time to time be required to share with other Third Parties, either as part of our obligations to you or as a result of regulatory and legal requirements. We will of course ensure that all personal information continues to be held securely and in line with data protection requirements or as set out in the TOBA.
- We have updated the section entitled 'How do we maintain your privacy?' to clarify that, as a data controller, we use, share, disclose, and retain your information in accordance with our privacy notice, which we have recently updated and which we invite you to review at <https://www.ajg.com/uk/brokerage-privacy-policy/>. From time to time we may make additional important updates to our privacy notice and these may in turn affect the way we use and handle your data. We encourage you to review our privacy notice periodically to ensure you are aware of any changes.
- We have updated the section entitled 'Your Premium Payment Obligations' to clarify that where you have instructed us to obtain insurance on your behalf and where Gallagher is required to meet payment obligations on your behalf (including to your premium finance provider), we are able to cancel your policy and retain premium returned from your insurer, or we are able to recover this money from you.

The section entitled 'Anti-bribery, corruption and financial crime' which captures the latest regulatory considerations on how we can act for you if there are any bribery, corruption, financial crime, sanctions or trade restriction issues relating to your business.

- The TOBA includes a 'Limitation of Liability' provision that limits the liability that Gallagher would incur in the event of an error or omission on our part that leads to a client loss. Our liability in such events is now limited to £10m. This is in line with our insurance industry peers and other similar professional services sectors, who employ such provisions to ensure prudent risk management.

Please notify your usual Gallagher contact as soon as possible if you have any queries about the changes contained within the New TOBA or if there is anything in it that you do not understand or accept, as otherwise, we shall proceed on the basis that we have your deemed consent to the terms of the New TOBA.

Please retain this document which supersedes any other TOBA we have sent to you in the past.



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# Terms of Business Agreement

**Arthur J. Gallagher Insurance Brokers Limited**

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## Scope and application

This agreement, together with any separate written agreement between you and Arthur J. Gallagher Insurance Brokers Limited ('AJGIBL'), sets out the terms on which we agree to act for you when we are instructed to provide services by you.

In this agreement 'we', 'us' and 'our' means AJGIBL. References to 'insurers' include insurers, underwriters, managing agents or, where applicable, reinsurers with whom we place business. As appropriate, references to 'insurance' or 'insured' include reinsurance and reinsured respectively. Additionally, any reference to 'policy' shall mean an insurance or reinsurance policy, as appropriate.

It is important that you read this agreement carefully as it contains details of our statutory and regulatory responsibilities and your contractual obligations, on which we intend to rely.

If there is anything you do not understand in this agreement you should inform us otherwise we will assume you are providing your informed consent to this agreement.

### **We specifically draw your attention to the following sections:**

- a) What do we do?
- b) How are we paid for our services?
- c) How do we handle your money?
- d) Your obligations
- e) Conflicts of interest
- f) Complaints
- g) Limitation of Liability

Where your business is operated through an incorporated company, trust, limited liability partnership or partnership, we are entitled to assume that the recipient of this agreement has obtained authorisation or is entitled to consent to these terms on your behalf.

If you are a company or other body corporate, unless otherwise expressly stated in any separate written agreement between you and AJGIBL, you agree to and accept the terms of this agreement on your own behalf and on behalf of each of your group companies (where those group companies are receiving the benefit of our services). You will ensure that each of your group companies will act on the basis that it is a party to and bound by the agreement. All references in this agreement to 'you' and 'your' mean you and each of your group companies.

If you have instructed another insurance broker to deal with us on your behalf, we will assume unless told otherwise that the broker has full authority to agree the terms of this agreement with us and to deal with us on your behalf as your agent in relation to all matters covered by this agreement

Arthur J. Gallagher Insurance Brokers Limited is authorised and regulated by the Financial Conduct Authority. Registered Office: Spectrum Building, 7th Floor, 55 Blythswood Street, Glasgow, G2 7AT. Registered in Scotland. Company Number: SC108909. [www.ajg.com/uk/](http://www.ajg.com/uk/).

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This agreement replaces any terms of business agreement that we may have previously agreed with you. If you have a separate service level agreement in place with us then the terms of that agreement must be read together with this agreement. In the event of a conflict, the terms of your service level agreement will take precedence over this agreement.

We may change the terms of this agreement from time to time. This may be:

- a) to reflect changes in our services or in market practice
- b) to reflect legal or regulatory developments, or
- c) to improve the clarity of this agreement.

We will tell you if we have materially changed these terms for any of these reasons and, in any event we will inform you of such changes before your policy is due to renew.

We may also change the terms of this agreement for other reasons, but if we do, we will notify you in advance and you will have the right to terminate this agreement within 30 days of such notification.

## Who are we?

AJGIBL is a company incorporated and registered in Scotland with company number SC108909 whose registered office is at Spectrum Building, 7<sup>th</sup> Floor, 55 Blythswood Street, Glasgow, G2 7AT. You can find out more about us at [www.ajg.com/uk/](http://www.ajg.com/uk/).

We are an insurance intermediary, risk management and consulting firm authorised and regulated by the Financial Conduct Authority ('FCA'). Our FCA firm reference number is 311786. We are permitted by the FCA to act as a general insurance intermediary, to arrange credit and collect payments. You can check these details by visiting the FCA's website ([www.fca.org.uk/register](http://www.fca.org.uk/register)) or by contacting the FCA on 0800 111 6768 (+44 20 7066 1000 from overseas).

## What do we do?

As an insurance intermediary, we usually act for you. We offer access to general insurance products and services provided by a wide range of UK and international insurers, including Lloyd's of London.

Our services include advising you on your insurance needs, arranging insurance policies with insurers in order to meet those needs, provide associated risk management services and any other insurance related services. We will also help you to make changes to your insurance policy if required and will remind you when your policy is due for renewal as appropriate. Unless your policy states otherwise, or we agree, we will provide you with assistance in submitting a claim and with obtaining reimbursement from insurers.

In certain circumstances, we may act for your insurer, for example, where we have delegated underwriting authority and/or claims settlement authority, or where we have entered into a managing general agency agreement with one or more insurers. In cases where we are acting on behalf of the insurer, we will be acting as their agent. Please see the section headed Conflicts of interest for more information about how we manage these arrangements.

We cannot arrange insurance for you until we have received complete instructions from you. Your insurance cover is not in place until we have confirmed it to you in writing or we have issued evidence of cover.

We do not offer advice in relation to tax, accounting, regulatory or legal matters (including sanctions) and you should take separate advice as you consider necessary regarding such matters.

## Which insurers do we use?

In finding an insurance solution that meets your demands and needs, we may either conduct a market analysis of potential insurers, or we may only consider a specific product from a single insurer, or products from a panel of insurers. We may also place your insurance using alternative access to insurers, including through our managing general agents, which may include our group managing general agent, Pen Underwriting and our other group companies who may have similar arrangements with insurers.

We use publicly available information, including information produced by credit rating agencies, to identify insurers with whom we will consider placing your business. We do not guarantee the financial status of any insurer. You may require us to use an insurer that we would not ordinarily recommend due to their credit rating. In the event of an insurer experiencing financial difficulties, you may still have a liability to pay any outstanding premium and we are not responsible for any shortfall in amounts due to you in respect of any claims.

We are available to discuss with you any concerns you have with the insurer you have chosen for your insurance policy(ies).

## How are we paid for our services?

Payment for our services may be by way of:

- a) a fee that we agree in advance with you;
- b) brokerage/commission, which is a percentage of the total annual insurance premium paid by you and given to us by the insurers with whom we place your business; or
- c) administration charges, in addition to any insurance premiums, for administration of your policy, including amending and cancelling any policy.

Payment for our services may be a combination of (a) (b) and (c). We do not intend to apply any commission value to the taxation element of any insurance premium.

Details of any fees/charges, whether applicable under (a), or (c), together with details of services to which these relate and the basis on which these are made, will be declared to you in advance of them being incurred so that you are able to make an informed decision. Where we are not able to provide an actual fee/charge, we will provide you with the basis of calculation of any fee/charge.

We may receive additional payments such as a profit share or profit commission from insurers, for instance, from insurers payable under a delegated underwriting authority or other facility or individual contract in recognition of overall profitability. We may also earn income from arranging premium finance.

We may also earn income from insurers or other sources in other ways. For example, we may receive income from insurers for ancillary services provided solely on their behalf.

Upon request, we will be pleased to provide details of any income we are due or have received as a result of placing your business.

Unless we specifically agree otherwise, brokerage/commission and fees are earned when we arrange an insurance policy for you, or in the case of any other service when we commence providing that service to you.

However in respect of any payment made to us this will only be recognised as payment for the service when we have reconciled your payment. We will be entitled to retain all fees and brokerage in respect of the full period of contract(s) of insurance arranged by us including in circumstances where your policy has been terminated and your insurers have returned pro- rated net premium. Consistent with long established market practice, we will deduct our brokerage and other commissions from the premium once received.

If you decide to terminate our appointment in relation to policies we have placed on your behalf and where, (i) the policy or policies have not expired, and (ii) premium is due on the policy or those policies, we are entitled to any brokerage/commission originally due on the policy or policies and you will ensure the broker subsequently appointed to administer the policy or policies agrees and accepts to collect the brokerage/commission and remit to us in good time.

## How do we maintain your privacy?

We are the data controller of any personal information you provide to us. We collect and process personal data to offer and provide insurance policies and to process claims.

Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop our products and services and to comply with our legal and regulatory obligations. This may involve sharing information with, and obtaining information from, our group companies and third parties such as (re)insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us to monitor and improve the service we provide as well as for regulatory purposes.

Please see our Privacy Notice for further information on how your personal data is used, shared, disclosed, and retained, your rights in relation to your personal data and how to contact our Data Protection Officer. Our Privacy Notice can be found at: <https://www.ajg.com/uk/brokerage-privacy-policy/>. From time to time we may make important updates to our Privacy Notice and these may in turn affect the way we use and handle your data. Please ensure you review our Privacy Notice periodically to ensure you are aware of any changes.

If you are entering into this agreement in the course of your business, or as a charity, for charitable purposes and providing information on other individuals to us, for example your employees and/or any other party that would be covered under the insurance policy we may be placing or services we may provide to you, you shall ensure that individuals whose personal data you are providing to us have been provided with fair processing notices that are sufficient in scope and for the purpose, and that you have obtained all appropriate consents, where required, or are otherwise authorised, to transfer the personal data to us and enable us to use the personal data and process the personal data for the purposes of this agreement and as set forth in our Privacy Notice. You must not share personal data with us that is not necessary for us to offer, provide or administer our services to you.

## Confidential information

During the course of this agreement we shall both provide the other with information (other than personal information) and each party will treat information received from the other relating to this Agreement as confidential and will not disclose it to any other person not entitled to receive such information except as may be necessary to fulfil their respective obligations in relation to this agreement and except as may be required by applicable law or regulatory authority. For the avoidance of doubt, and always observing the requirement to ensure your information is held in a confidential manner, we shall be entitled to disclose such information relating to you (where necessary) to perform our obligations under this agreement, to insurers or reinsurers, actuaries, auditors, professional agents, advisers or other parties that we may require in order to provide our service to you. This section will not apply to information which was rightfully in the possession of a party prior to this agreement or which is already public knowledge/ becomes so at a future date (otherwise than as a result of a breach of this section) or which is trivial or obvious.

## How do we handle your money?

In our role as an intermediary between you and your insurers we may hold money:

- paid by you to be passed on to insurers
- paid to us by your insurers, to be passed on to you
- paid by you to us for our services, but which we have not yet reconciled.

For your protection, the way that we handle your money is designed to protect your interests in the event of our financial failure.

### Insurer Money (money we hold as agent of an insurer):

Where we have an agreement with your insurer to hold money as their agent, any premiums you pay to us are treated as having been received by the insurer as soon as they are received by us. Claims payments and/or premium refunds are treated as received by you when they are actually paid to you.

Where we receive monies as agent of your insurer, we can only deal with that money in accordance with the instructions of the insurer. This means that, for example, if you want us to return such monies to you, we can only do so with the agreement of the insurer.

### Client Money (money we hold as your agent):

Where we do not have an agreement with your insurer to hold money as their agent, we will hold premiums you pay to us as your agent. Money we receive from your insurer which is payable to you will be your property whilst we hold it.

We may also hold money as your agent where you have paid this to us in respect of our fee for a service, until such time as we have reconciled the payment against the relevant service.

Money we hold as your agent is referred to as 'Client Money'.

FCA rules require us to keep Client Money separate from our own money. We hold Client Money with an approved bank, segregated in a client account subject to a Non-Statutory Trust ('NST'). The aim of the NST is to protect you in the event of our financial failure. If such an account is held outside the United Kingdom, it may be subject to different laws and regulations, which may mean that the Client Money held in that account is not protected to the same extent as it would be if it were held in the United Kingdom, or at all. Please tell us if you do not wish us to hold any money for you in a particular jurisdiction.

We may use Client Money held in the NST on behalf of one client ('Client A') to pay another client's premium ('Client B') before we receive such premium from Client B. We may also make claims payments/ premium refunds to other clients before monies are received from the insurer. Although there may be occasions when we do this, it is not our policy to routinely cross-fund in this way. For the avoidance of doubt, we may not use Client Money to pay ourselves commissions before we receive the relevant premium from you.

We may invest Client Money held in the NST in accordance with FCA rules relating to Client Money. If we do invest money in this way, we will be responsible for meeting any shortfall in the value of the investments at the time of their realisation. Any interest or profits earned on Client Money held by us will be retained by us for our own use, rather than paid to you.

Any interest earned on Client Money held by us will be retained by us for our own use, rather than paid to you.

### Holding both insurer and Client Money

We may hold both insurer and Client Money together in the NST. When this happens, your interests as our client will continue to be protected.

### Payment to third parties:

We may transfer Client Money to another person, such as another broker or settlement agent, for the purpose of carrying out a transaction on your behalf through that person. This may include brokers and settlement agents outside the UK. The legal and regulatory regime applying to a broker or settlement agent outside the UK may be different from that of the UK. This means that, in the event of a failure of the broker or settlement agent, this money may be treated in a different manner from that which would apply if the money were held by a broker or settlement agent in the UK. You may notify us if you do not wish us to pass your money to a person in a particular jurisdiction.

### Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme ('FSCS'). You may be entitled to compensation from the FSCS if we cannot meet our financial obligations to you. This depends on the type of insurance contract that we have arranged for you, certain eligibility criteria and the circumstances of the claim.

Further details regarding the FSCS are available online at [www.fscs.org.uk](http://www.fscs.org.uk) or by calling 0800 678 1100 (+44 20 7741 4100 from overseas).

Separately, your insurer and/or you may be covered by a different compensation scheme.



## Your obligations

You will not instruct us to provide services which would cause us, nor use our services in any way, to violate applicable laws including without limitation bribery, anti-corruption, money laundering sanctions, or data protection laws.

You are required to make a fair presentation of the risk to an insurer which discloses every material circumstance which you know or ought to know relating to the risk to be insured. This includes information known by your senior management and those responsible for arranging your insurance as well as information which would reasonably have been revealed by a reasonable search of information available to you.

A circumstance is material if it would influence the judgment of a prudent insurer in determining whether to provide insurance for the risk and, if so, on what terms. Disclosure must be reasonably clear and accessible to a prudent insurer. Material representations of fact must be substantially correct and material representations of expectation/belief must be made in good faith. Failure to comply with the duty of fair presentation could mean that your policy of insurance is void or that insurers are not liable to pay all or part of your claim(s).

The above duty of disclosure is the applicable duty under the laws of England, Wales, Scotland and Northern Ireland. You may have different obligations if your policy of insurance is subject to a different law. As a minimum, we expect you to disclose your information in accordance with the duty set out above.

For certain types of insurance covers you may be required to complete and sign a proposal form or questionnaire. Take care to ensure that the information you provide is complete and accurate. Note that if you are aware of anything that you feel may be material to the proposed policy of insurance you should disclose it, even if there does not appear to be a question on the proposal form or questionnaire that covers the particular point. If you are in any doubt as to whether information is material, you should disclose it.

## Anti-bribery, corruption and financial crime

**You** agree that you will ensure that at all times you comply with all laws, statutes and regulations that apply to you relating to anti-bribery and corruption, including the UK Bribery Act 2010 and (if it applies to you or any of your group companies) the US Foreign and Corrupt Practices Act 1977. Accordingly, if you accept gifts or hospitality offered to you by us or any of our group of companies, we will deem the acceptance to be in accordance with any gifts & hospitality policy/ies you may have.

Please be aware that we are required to obtain adequate 'Know Your Client' information about you. In order to prevent bribery, corruption, fraud or other financial crime, we may take further steps, including notification to the relevant authorities, carrying out status and credit checks using credit reference agencies, and other screening background checking as appropriate.

Policies may include clauses on financial and trade sanctions, anti-money laundering and export controls, ('Sanctions'). How you comply with Sanctions is specific to your business: you should take legal advice where necessary and pay special attention to relevant policy clauses.

To comply with financial crime or Sanctions requirements, we may be prohibited from providing broking or risk consulting services, including placement and claims handling services; may be required to take actions such as freezing the funds in which parties subject to Sanctions have an interest; or may make regulatory notifications or licence applications as required or appropriate in accordance with Sanctions. Your insurers and other third parties we deal with, such as financial institutions, may also apply their own policies or restrictions.

You acknowledge and agree that we reserve the right to take steps to comply with financial crime or Sanctions (and we will not be liable to you for this or for similar steps taken by third parties).

You should advise us of all of the countries connected to the (re)insurance you require. We reserve the right not to perform obligations under this agreement to the extent that this would be contrary to our commercial risk appetite or where performance would be impracticable including because of bank policies restricting the processing of premiums, claims funds or fees related to such countries or related parties.

Please be aware that we are generally restricted from providing broking, claims handling or other services that relate to Cuba and Iran- including because of significant difficulties in processing payments and other commercial and reputational considerations.

## Your premium payment obligations

Insurers require you to pay premium at or before the start date of each policy, or as otherwise specified under the policy terms. You must pay all monies due in cleared funds in accordance with the amounts and on or before the dates specified in our invoice(s). If you do not make payment within that period, insurers may cancel your policy and may also require that you pay a premium in relation to the time that you have been on risk. It is therefore very important that you meet all payment dates.

Where you have instructed us to obtain insurance on your behalf, to the extent that we are required to meet your premium payment obligations, we reserve the right to recover those monies from you.

## Use of Premium Finance Companies:

You may be able to pay premium payments by instalments through a credit scheme operated by a third party premium finance company or insurer. Please note that we can only pay premium to insurers on your behalf once we have cleared funds from you or the premium finance company.

Please note that we do not recommend any particular credit provider. If you wish to pay premium by instalments, we are able to introduce you to credit providers (which may include a third party premium finance company or an insurer). There may be other credit providers (including insurers) able to offer better credit terms than those that made available to you by a party we have introduced you to.

Where you decide to enter into a credit scheme for the payment of premium, you will receive separate terms and conditions from the relevant premium finance company or insurer which will govern that arrangement. You agree that, in accordance with the terms of any such credit scheme or otherwise, we may instruct your insurer to cancel your policy if you are in default under the credit scheme and that any return premium or other payment due from the insurer may be applied to discharge your liability or liability we have assumed on your behalf under the credit scheme without further reference to you.



## Your policy documents

You will receive written terms and conditions of any insurance policy we arrange for you. Please check these documents and advise us as soon as reasonably practicable if the terms of the cover arranged are not in accordance with your requirements. Please pay special attention to the claims notification provisions and to any warranties and conditions (including as to the payment of premium) as any failure to comply with these terms may invalidate your cover.

The documents relating to your insurance will confirm the basis of the cover from the relevant insurer(s) and provide their details and if applicable, the insurer's agent. It is therefore important that you keep all of your policy documents in a safe place. It is our current practice to retain client information for at least six years or such other period required under relevant law or regulations.

## Making a claim

Your insurance policy will usually require you to notify all claims and/or circumstances that may give rise to a claim as soon as possible. If you are unsure whether a matter needs to be notified please contact us and we will endeavor to assist you.

Where we have agreed to handle claims on your behalf, we will do so fairly and promptly. If we receive claims payments for you, we will remit them to you as soon as reasonably practicable after receipt.

We reserve the right to charge an additional or separate fee (based on the nature of the work and duration and agreed with you in advance) to negotiate a large or complex claim on your behalf.

## Conflicts of interest

Circumstances may arise where we have a conflict of interest between us (including our managers, employees or agents) or another of our group companies and you, or between you and another of our clients. We always aim to treat you fairly and avoid conflicts of interest. We never deliberately put ourselves in a position where our interests, or our duty to another party, prevent us from discharging our duty to you.

We may arrange insurance for you through another company in the Arthur J. Gallagher group which acts on behalf of one or more insurers. An example may include the use of underwriting teams within Pen Underwriting Limited or Vasek Insurance Services Limited.

In arranging an insurance solution that meets your demands and needs, we will ensure that our duty to you does not conflict with the duties that an Arthur J. Gallagher group company owes to the insurers that it represents.

We may act as agent of an insurer under a delegated underwriting authority and/or delegated claims settlement authority. In these instances, where we act as your agent for your insurance needs we will always act in your best interests when arranging your policy.

As part of paying your claim, your insurer may require us to deduct the value of sums due (such as premiums or instalments under a credit scheme) before sending the balance of any claims payment to you.

We follow our own conflict management policies and procedures (for example, using information barriers). These are designed to prevent any conflicts of interest adversely affecting or compromising your interests. However, in some cases, where we cannot be reasonably confident that we can prevent the risk of damage to your interests, we will discuss this with you. If you have any concerns in relation to conflicts of interests, please contact us.

## Complaints

We value our relationship with you and we welcome feedback on the service you receive from us. Please tell us if you are dissatisfied with part of our service so that we can improve our products or services. Our aim is that you should benefit from a high quality service using our experience and breadth of insurance broking expertise. We always try to provide a high standard of service but if you ever have cause to complain, please do so by contacting your usual AJG representative by whatever means is convenient to you.

If you wish to deal with someone wholly independent of the branch or division that has been servicing your business, please contact:

Address: Complaints Management Team 7th Floor  
Spectrum Building 55 Blythswood Street Glasgow  
G2 7AT  
Email: [commercialcomplaintsuk@ajg.com](mailto:commercialcomplaintsuk@ajg.com)

We will acknowledge written complaints promptly. Our complaints procedure is available on request.

If you feel that we have not been able to resolve the matter to your satisfaction, after this process you may have the right (subject to eligibility) to refer your complaint to the Financial Ombudsman Service; this address is:

The Financial Ombudsman Service Exchange Tower  
London E14 9SR

Telephone: 0800 0234 567 (from landline)  
Telephone: 0300 123 9 123 (from mobile)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: <http://www.financial-ombudsman.org.uk>

Whether or not you make a complaint to us and/or refer your complaint to the Financial Ombudsman Service, your right to take legal action will not be affected.

## Other territories

Other territories may also offer complaints and dispute resolution arrangements that we are required to follow where we are held to be doing business there.

## Right of set-off

If you are a business, we may at any time, without notice to you, set off any liability of yours to us against any liability of us to you, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this agreement.

If the liabilities to be set off are expressed in different currencies, we may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by us of our rights under this clause will not limit or affect any other rights or remedies available to us under this agreement or otherwise..

## Intellectual property rights

We (or our licensors) will retain all ownership, title, copyright and other intellectual property rights in all materials developed, designed or created by us before or during the provision of services to you including systems, methodologies, software, know-how and working papers. We will also retain all ownership, title, copyright and other intellectual property rights in all reports, written advice or other materials provided by us to you. We grant you a royalty - free licence to use those materials, but only for the purposes for which they were created under this agreement and only for as long as this agreement remains in force.

## Termination

Without prejudice to any rights that have accrued under this agreement or any other rights or remedies, either party may terminate the services contemplated under this agreement by giving not less than 30 days' notice in writing to the other.

If our appointment as your broker is terminated or not renewed, we reserve the right to charge an additional or separate fee, agreed with you in advance, for any ongoing services performed from the date on which our appointment terminates. The terms of this agreement will continue to apply in relation to those ongoing services.

Notwithstanding anything else contained in this agreement, we are not required to act for you, or to continue to act for you, if we reasonably consider that to do so would put us in breach of, or would expose us or our affiliates to fines, penalties or sanctions under, any laws, regulations or professional rules. In such circumstances, we will be entitled to terminate our existing relationship with you with immediate effect and will not be responsible or liable to you for any direct or indirect loss which you or any other party may suffer as a result.

## Cancellation of your policy

Your insurance contract may include a cancellation clause. For more details, please refer to your insurer's policy documents. If you wish to cancel a policy please let us know. If your policy is cancelled, the insurer will determine any return premium in relation to policies placed by us.

Please see the section above 'How are we paid for our services?' in relation to our rights to payment of brokerage/commission and fees in the event of policy termination.

## Currency conversion

We may have to convert funds to another currency in order to settle amounts due to insurers. If a repayment of funds is due to you or is requested by you after the currency is converted, then any such payment will be made in the currency to which the funds have been converted. Any shortfall arising from exchange differences remains your liability. If you pay a premium in a different currency or to a bank account in a different currency from that requested, we may, at our discretion, either return the funds to you or convert the money to the required currency. In the latter case, the converted funds will be applied against the amount due with any shortfall arising from exchange differences remaining your liability.

## Severability

The invalidity, illegality or unenforceability of any of the provisions of this agreement will not affect the validity, legality or enforceability of the remaining provisions in this agreement.

## Notices

If notice is given to us under or in connection with this agreement, except as expressly provided in this agreement, it must be in writing and sent to our registered address. We are entitled to give you a notice under or in connection with this agreement at your registered address (if a company or limited liability partnership) or at your last known address (in any other case).

## Third party rights

A person who is not party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term contained in this agreement.

## Unexpected acts or events

Neither party will be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In that event, the affected party will notify the other as soon as reasonably practicable.

## Transfer of this agreement

Neither party can transfer their rights nor obligations under this agreement in whole or in part to anyone else, except that:

- a) we may transfer all or some of our rights and/or obligations to one or more other members of the Arthur J Gallagher group of companies; and
- b) either party may transfer all or some of our rights and/or obligations to someone else with the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

## Governing law and jurisdiction

The law of England and Wales will apply to this agreement unless, at the date of this agreement, your registered office or principal place of business is situated in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case the law of that jurisdiction will apply.

The parties irrevocably agree that the courts of England and Wales will have the necessary jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter.

## Limitation of Liability

This section shall apply to all services which we provide to you pursuant to this agreement. If we or any of our group companies are liable to you in respect of any losses, liabilities, damages, costs, expenses or claims arising out of or in connection with the services (collectively 'Losses') and (subject to the following paragraph) any other person is liable to you in respect of some or all of the same Losses (on any basis), our liability and that of our group companies in respect of such Losses shall be limited so as to be proportionate to the relative contribution of ourselves and our group companies having regard to the extent of responsibility of such other person for those Losses.

In determining the existence and extent of the responsibility of such other person for Losses for the purposes of the preceding paragraph, no account should be taken of any agreement limiting the amount of damages payable by such person or of any actual or possible shortfall in recovery of this amount (whether this is due to settling or limiting claims, or any other reason).

To the extent permissible under applicable laws, regulations or rules, the aggregate liability of ourselves and our group companies to you and your group companies in respect of all Losses however caused, including arising as a result of breach of contract or statutory duty, negligence or any other act or omission or breach of duty shall be limited to £10 million (ten million pounds), or such other amount in US \$ or any other currency that is specifically agreed with you in writing.

Notwithstanding the preceding paragraph, we and our group companies shall not be liable to you and your group companies, whether as a result of breach of contract or statutory duty, negligence or any other act or omission or breach of duty, for any loss of profit or any special, indirect or consequential Losses arising under or in connection with the services provided.

You agree that we and our group companies have a legitimate interest in limiting the exposure of our and our group companies' directors, officers and employees to litigation and that you will not bring or assist in bringing any claim against any of our or our group companies' directors, officers or employees in their personal capacity arising out of or in connection with the services provided.

The limitations of liability and exclusions contained in this section shall not apply to:

any Losses or liabilities arising as a result of (a) fraud, willful default or gross negligence by us or any of our group companies; or (b) death or personal injury, in each case in jurisdictions where such limitations or exclusions would not be permitted under applicable laws, regulations or rules; or

any of our (or our group companies') Losses or liabilities to the extent that the limitation or exclusion of such Losses or liabilities would not otherwise be permissible under applicable laws, regulations or rules.

For the avoidance of doubt this section shall be for the benefit of ourselves and our group companies and any of our or their respective directors, officers, employees or consultants involved in the provision of the services. Any such person shall be entitled to rely upon and enforce its terms.

## Report To Nash Mills Parish Council

<b>Working Group Name</b>	NMPC Annual Forum 2022
<b>Meeting Held (Date)</b>	18 May 2022
<b>Present at Meeting</b>	Alan Briggs Mandy Lester Nicola Cobb Steve Roberts (Chair and Reporting)
<b>Apologies</b>	Lisa Bailey Michele Berkeley
<b>Agenda Items for Resolution/Decisions Needed</b> <i>Please list each point requiring a decision separately for inclusion on the agenda.</i> <i>Please note items not included on the agenda cannot be approved.</i>	<ul style="list-style-type: none"> <li>• To receive the report</li> <li>• To offer comment on the overall approach for the event and ideas contained in the report</li> <li>• To allow the WG to progress conversations with other parties on the basis outlined in this document and any discussion in Full Council.</li> </ul>
<b>Spending Level Requiring Authorisation</b>	£
<b>Quotes Circulated (if required)</b>	
<b>Relevant Powers to Spend (if spending approval needed)</b> <i>Please liaise with Clerk if guidance required.</i>	329 EMR – Community Events Budget to be proposed at July full Council
<b>Policies Needed? Existing or New?</b> <i>Please liaise with Clerk if guidance required.</i>	
<b>Risk Assessment Needed? Existing or New?</b> <i>Please liaise with Clerk if guidance required.</i>	Yes - new
<b>Notes / Other Items Supporting Above</b>	Note that with permission of all present, the meeting was recorded for the benefit of those unable to attend, and for accurate production of this report. The recording will be kept until the next meeting in case any detail needs checking, and will then be deleted.

# Summary of Meeting

## Purpose and Title of Event

- Annual Parish Forum
- Community engagement
- Opportunity for Council to present progress in last 3 years
- “What has the Parish Council done for me?”
- Demonstrate our partnership working with other organisations – Police, Residents’ Associations etc
- Showcasing

## Type of Event

- Mixture of exhibition, presentation, conversation, and presentation
- Displays from each working group on the wall or display boards, and WG lead talks to residents as they pass their display.
- Rolling slide show (projected) on aims and values and how our activities link to them
- Possible inclusion of brief slot by school choir and have a face painter present to try and encourage families to attend.
- Facetime live broadcasts to our Facebook page at intervals during the event
- Refer to upcoming 50<sup>th</sup> Anniversary of NMPC next year.
- Have an “Ideas Board” for people to write on.

## Date and Venue

- Date would be in October or November
- Weekend, daytime event, possibly 11-3 with set up time beforehand.
- Consider implication of half-term, both positive and negative
- Venues considered were Nash Mills Village Hall and Nash Mills CofE Primary School

	Pros	Cons
<b>Nash Mills Village Hall</b>	Big open space Stage Screen in place Car Park Kitchen	Limited availability (especially with need for set up time) Not available on a Sunday On edge of Parish – not easily accessible for some.
<b>Nash Mills CofE Primary School</b>	Accessible location Car Park Kitchen May have display boards available	Already displays on the walls

- Costs (added subsequent to the meeting)
  - NMVH
    - They divide Saturdays into 2 sessions of 3 hours 15 minutes charged at £52 each. The first is from 11.30 to 2.45 p.m. The second is from 2.45 p.m. to 6.00 p.m. For the timings proposed, we would need to book both sessions if they are available at a cost of £104 whatever times we want to use.

- NM CoE Primary School
    - To hire the hall is £50 for 2 hours, then £20 for each additional hour.
    - Unclear at this stage what charge would be for hire of the kitchen if required.
- Mandy to speak to school and Nicola to speak to NMVH
- It was discussed as to what to do if neither of these venues were available. Only options raised were a virtual event via Zoom/Teams, or an evening in Amy's.

## Who Does What?

- Working Group Leads would prepare 'content' for their project to a yet to be agreed format.

Lead	Working Group(s)
Alan	Defib Heritage Platinum Jubilee
Jan	Asset of Community Value
Michele	Verges
Mandy	Play Park & Open Spaces
Nicola	The Denes Vision & Aims
Other topics tbc	SIDS Covid activities (Good Neighbour cards) CCTV Christmas Lights Saturdays at the Denes Social Media Magazine Planning

- Activities not covered by working groups e.g., SIDS, CCTV, Christmas lights, Act of Remembrance, would be prepared and presented by Councillors less involved in working group prep, in order to share the load.
- There could be 2-3 times during the event when there is a 5-minute "talk" from the front (Speakers Corner) about a particular aspect of Council work given by, for example, the Chair, a Councillor, or the Clerk.
- It is proposed that we invite other people we work with to attend and be available for conversation with residents, these could include (though this is not an exhaustive list):
  - PCSO
  - A representative from each of the residents' associations
  - Richard Copeland – possibly incl a defib demo
  - Rob from DBC re re-wilding
  - Peter from Herts Highways
  - Sue from Frogmore Paper Mill
- Steve to check with Nikki regarding previous Forum events – style, content etc
- We felt something should be included about governance and ways of working. Maybe this is one of the "talks", to include info on policies & procedures, governance, financial management, training & development of staff and councillors, accessibility checks on web etc
- All Councillors to be present plus Nikki and Dave if at all possible.
- Full risk assessment required

## Other Items

- A Dropbox folder will be used to share and store documentation among WG members
- Steve to produce project plan (including all meeting dates) and action log

## Next Meeting

The next meeting will be held on 21 June at 8:30pm.

### **Three Tuns ACV Working Group – Notes**

Members: Jan Maddern, Alan Briggs, Nicola Cobb, Darren Gauder (Tenant, Three Tuns)

Meeting: Thursday March 17<sup>th</sup>, Three Tuns, 12.30pm

W/G met to discuss current situation. Darren due to leave Three Tuns mid May. Pub has apparently been sold by Punch Taverns to Star Inns.

To do:

Darren: Look at pub's profits etc

Alan: Read and precis 'Good Councillors' Guide to Community Business'

Jan: Research:

- Land registry to establish freehold ownership
- Check ownership of Greenacres Tavern, Bennetts End (for comparison)
- Site value
- Contact Green Dragon (Flaunden), to ask about how their community pub works
- Check with DBC re timing, how NMPC would be alerted if AVC moratorium kicks in

Next meeting: 20<sup>th</sup> April 2022



### **Three Tuns ACV Working Group – Notes**

Members: Jan Maddern, Alan Briggs, Nicola Cobb, Darren Gauder (Tenant, Three Tuns)

Meeting: Wednesday 20<sup>th</sup> April, Three Tuns, 12.30pm

W/G met to report back and plan ahead.

Reports:

Darren reported that the freeholder is in advanced communications with potential tenants. Jan reported that she had sent emails out re last month's 'to do' list but was still waiting replies.

To do:

Jan: Chase up emails sent in March to answer questions asked last month.

Darren: Keep W/G informed on progress with potential tenants

Alan: Draft notes for precis of Good Councillors' Guide as last month

### **Three Tuns ACV Working Group – Addendum (JKM):**

Darren closed the doors of the Three Tuns on Friday 13<sup>th</sup> May. The pub reopened under a new tenancy on Saturday 21<sup>st</sup> May 2022.



# ACTION PLAN

Adopted:

Review date:

## Nash Mills Parish Council Action Plan

Nash Mills Parish Council (NMPC) constantly strives to work on behalf of the community to uphold the parish identity, enhance the quality of life for residents and maintain a community spirit. NMPC will be a strong voice for residents and local businesses on matters that are important to them.

NMPC will provide effective, efficient and accountable local government for the parish, enabling residents to be involved in the life of the community and its future development. Councillors are keen to receive ideas and suggestions from parishioners on areas of interest or concerns and where it is felt that the parish council may assist.

This action plan was informed by:

- The views of Parish Councillors
- Community representation at meetings and 'meet and greet' sessions at the Denes
- Community engagement via our magazine and social media

The Action Plan will be reviewed annually following confirmation of the budget for the following financial year.

### About us

We are a cohesive group of likeminded professional local people with a common goal. We all live or work in the parish, are independent of party politics and are committed to serving the community.

**Commented [MOU1]:** Sept 21 meeting - Note the minor changes, highlighted in yellow, to the previously agreed core values.

### Our Core Values

- **Community:** We all love where we live and want residents to feel proud to live in Nash Mills. We will strive to further improve our corner of Hemel Hempstead.
- **Feeling safe:** We believe that residents should feel safe and secure in their homes and within the parish.
- **Inclusion and Communication:** We believe that the parish is about its residents, so we will use a varied communication stream to ensure that everyone has the opportunity to be involved in decisions.
- **Residents' Associations** – We want to encourage and build the number of residents' associations so that every road has an opportunity to be included.
- **Heritage and History:** We respect our fantastic history and will share and protect our heritage.
- **Service to Nash Mills Community** – Parish councillors are elected to serve the community and we plan to do this to the very best of our ability.

**Commented [MOU2]:** Sept 21 meeting – Items in yellow updated following Sept meeting

### Aspirations of Nash Mills Parish Council (what the council wants to achieve)

*Completed project tasks and achievements - May 2019 to June 2022*

- Covid good neighbour cards
- New CCTV at the Denes to provide additional coverage
- Christmas lights at The Denes
- Speed indicator devices (SIDs) in Georgewood Road and Bunkers Lane
- Bunkers Lane verge repairs and posts
- The Denes verge repairs and double height kerbs installed
- Defibrillator installed at The Denes
- Upgraded magazine and Facebook page created
- War memorial refurbished and Gilman Dorr Blake memorial tidied and maintained
- Pub listed as 'asset of community value'
- Free magazine advertising for local business during the pandemic
- Improvements to website, including increased accessibility
- Programme of play park inspections established
- Programme of policy reviews created
- Update to finance systems
- CiLCA (Certificate in Local Council Administration) qualified clerk
- Proactive approach to sourcing external funding to supplement the parish precept
- Protecting our grass verges – Phase 1 completed
- Jubilee tree and bench installed
- Step repairs opposite The Denes (with borough councillor and Dacorum Borough Council)

**Commented [MOU3]:** Items highlighted in blue updated in June 2022

### Continuous tasks

- Ensuring visibility via communication methods above
- High councillor attendance at meetings
- Knowing rules and working with clerk to be fully compliant
- Attending ongoing training as necessary
- Parish warden to keep Nash Mills tidy, litter collection, reporting highway faults
- Encouraging Neighbourhood Watch and sharing OWL updates
- Sharing crime reports, Working with PCSO
- Meet and Greet at the Denes / zoom
- Accessible website with meeting dates, agenda and minutes published
- Sharing information via magazine and social media
- Magazine space for residents' associations and other local groups
- Grants for relevant local projects
- Documenting/sharing stories and photos of local history
- We support local business (advertising space and promotion opportunities, sharing useful links)
- Signposting to DBC, HCC and direct contact with councillor (Jan)
- Protect parish appearance and consider impact of development within the parish. Ensure that inappropriate development is challenged, where it falls short of the national and local planning policy framework, including the newly adopted Dacorum Borough Council parking standards.
- Provide parish view on relevant local consultations

### In progress project tasks

- Improvements and promotion of Bunkers Play park
- Protecting our grass verges – Phase 2 options being considered
- Further improvements at the Denes – noticeboard, bicycle racks – both ordered and awaiting installation dates from Highways
- Platinum jubilee garden – further improvements to be considered in conjunction with Parks & Open Spaces Officer

### Earmarked items for completion within financial year 2021/22

- Additional SID in Barnacres (funded by OPCC (Office of Police and Crime Commissioner) - outstanding
- Information and training campaign for the new defibrillator - outstanding
- Jubilee tree planting at the Denes (funded by Herts County Council) – completed
- Improved noticeboard – in progress
- Step repairs opposite The Denes (with borough councillor and Dacorum Borough Council) – completed

**Commented [MOU4]:** Village hall are also looking to install a defib so could collaborate on this

### Objectives for financial year 2022/23

- Bicycle rack at the Denes – in progress
- Platinum Jubilee garden space at The Denes, including new tree, benches, bins and planting – see above
- Jubilee event at The Denes - completed
- Annual council meeting (or alternative community engagement gathering) – in progress
- Share benefits of residents' associations and how to establish, via magazine and social media - outstanding
- Link to Frogmore paper mill (via Education and Design Manager) to document Nash Mills history – in progress
- Start to consider options for social events (postponed due to Covid) - outstanding
- Continue to implement website improvements - outstanding
- Investigate and implement long-term digital storage for internal council and working group documentation - outstanding

### Further matters for future consideration

- A programme of social events (postponed due to Covid)
- Options for lighting on grass area opposite the Denes (costs obtained but to be discussed further)
- Continue biodiversity and green initiatives, such as recycling, additional planting, meadow flower turf, rewilding, community orchard – in progress
- Additional facilities in Bunkers Lane play park
- Build on existing community engagement

NASH MILLS PARISH COUNCIL –WORKING GROUP (WG) MEETING REPORT  
The Queen’s Platinum Jubilee Commemoration

Meeting held via Teams 08/06/2022

Councillor Attendees: Alan Briggs, Michele Berkeley, Nicola Cobb

The WG met to discuss the allocation of prizes considering the entries to the various competitions.

**PRIZES – INITIAL PLAN**

- *Art Competition winner*
  - *Free Crepe from Amy’s*
  - *A [Kid’s Jubilee mug](#) for the Top 10 entries (including the winner)*
- *Best Dressed Residence winner*
  - *Free Service Wash from the Launderette worth £30*
  - *De Beautique Spa Manicure voucher worth £25*
- *Treasure Hunt winner*
  - *Free Fish & Chips voucher (up to £20)*
  - *Tesco chocolates / biscuits etc (up to £20)*

The above prizes are kindly be provided by The Denes shops without cost to the Parish Council. In addition:

- All prizes / vouchers to be presented in a [Jubilee Tote bag](#).
- *A budget of up to £100 was agreed by full council (to include the tote bags)*
- Remaining Jubilee biscuits will be distributed amongst the prize winners.

**PRIZES – ALLOCATION**

**Best Dressed Residence**

- Two joint winners – one to receive the voucher from the Launderette, the other De Beautique Spa. Plus approximately £5 each of biscuits / chocolates from Tesco.
- *Special award to the care home. Three tubs (650g approx) of Celebrations sweets or similar, indicative cost £5 each.*

**Treasure Hunt**

- The winner will be drawn from 3 entries. The winner to receive the voucher from the fish & chip shop.
- Two runners up prizes of approximately £5 each of biscuits / chocolates from Tesco.
- *Each entry to receive a [colour-in mug](#)*

**Children’s Art Competition**

- 14 validated entries. All to receive a participation certificate in a NMPC Jubilee frame. Nicola will design the certificates.
- 1 overall winner of the free Crepe from Amy’s
- All entries spilt into two groups:
  - *4-6 years (7 entries) – to be awarded a [colour-in mug](#) (cost £22.75 for 10)*
  - *8-11 years (7 entries) – to be awarded a [wooden birdhouse](#) (cost £9.95 for 4)*

NASH MILLS PARISH COUNCIL –WORKING GROUP (WG) MEETING REPORT  
The Queen’s Platinum Jubilee Commemoration

*Purchase summary:*

• Tote bags (already purchased)	£14.00
• <a href="#">colour-in mug</a> (cost £22.75 for 10)	£22.75
• <a href="#">wooden birdhouse</a> (cost £9.95 for 4) x 2	£19.80
○ Delivery estimated maximum	£ 5.00
• Celebrations sweets (estimate £5.00) x 3	£15.00
	<hr/>
	£76.55

## Full Council Action List

May 2022 (post Meeting)

[illegible]