

Committee	Full Council
Date	16.05.2024
Item	8

Report:	<b>THE GENERAL POWER OF COMPETENCE</b>
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## 1. BACKGROUND

- 1.1 Parish (and latterly town) councils are corporate bodies that have accumulated powers through legislation since 1894. Their powers were constrained to specific and appropriate legislation. This means that before undertaking anything, members must be satisfied that a parish council has the power (under a specified statute) to undertake that activity.
- 1.2 Parish councils have many specific powers (e.g. the provision of open spaces and recreational facilities) in addition to section 137 of the Local Government Act 1972, permitting the expenditure up to certain limits for "purposes not otherwise authorised". Typically, the expenditure on grants and sponsorship is covered by section 137 of the Local Government Act, 1972.
- 1.3 Despite the wide range of powers, councils are always at risk of being challenged, especially if they undertake an unusual activity.
- 1.4 In consequence, the Government included a "general power of competence" in the Localism Act 2011 (Part 1, Chapter 1, ss 1-8). It was brought into force by SI 965 The Parish Councils (General Power of Competence) (Prescribed Conditions) Order 2012 in April 2012.

## 2. LEGISLATIVE BACKGROUND

- 2.1 The intention of the legislation is that eligible local authorities will no longer have to identify specific powers to undertake an activity. As a result, the risk of legal challenge will be reduced. It is stated in the above Statutory Instrument that:  
*"The Government's intention in providing eligible parish councils with the general power of competency is to better enable them to take on their enhanced role and allow them to do things they have previously been unable to do under existing powers".*
- 2.2 Under the new legislation, eligible councils have "the power to do anything that individuals generally may do" as long as they do not break other laws. It is intended to be the power of first, not last, resort. The eligible council has to ask itself if an individual is allowed to do it. If the answer is "yes", then a council is normally permitted to act in the same way.

## 3. TYPES OF ACTIVITIES

- 3.1 Although the Government has given scant guidance on operation of the new power, some new activities covered by the legislation include:
  - Running a community shop or post office
  - Lend or invest money
  - Establish a company or co-operative society to trade and engage in commercial activity
  - Establishing a company to provide services such as local transport
  - Providing grants to individuals.
- 3.2 The power is not restricted to use within the authority boundary - an eligible council can use it anywhere.

## 4. RESTRICTIONS AND RISKS

- 4.1 The only real limitation is that the general power of competence cannot be used to circumvent an existing restriction in an existing specific power. The general power of competence is a power; it cannot be used to raise the precept.
- 4.2 Existing duties remain in place, such as having regard to the likely effect on crime/disorder and biodiversity. There are also many existing procedural and financial duties that remain in place for the regulation of governance (e.g. no delegation to a single councillor). Furthermore, councils must comply

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with relevant existing legislation (e.g. employment law, health and safety, equality legislation and duties relating to data protection and freedom of information).

- 4.3** If another council has a statutory duty to provide a service (e.g. education, social service, highways, footpaths, rights of way), it remains their duty to provide it. Nonetheless, eligible councils may assist. The eligible council would need to ask itself whether an individual, private company or community trust could help. If the answer is “yes”, the council can assist.
- 4.4** Whist councils are encouraged to be innovative, they should be aware of the risks of:
- Being challenged
  - Their trading activities damaging other local enterprises
  - Damage to the council's reputation and public money if a project or investment goes wrong.

## **5. LOCAL GOVERNMENT ACT 1972 (s137)**

- 5.1** Expenditure under the Local Government Act (s137) is limited and has to be budgeted for separately. Expenditure is restricted in that it cannot be used to give money to individuals and the amounts must be commensurate with the benefit. Section 137 is a power of last resort.

- 5.2** A council that is eligible to use the general power of competence can no longer use Section 137 as a power for taking action for the benefit of the area. However, Section 137 (3) which permits the council to contribute to UK charities, public sector funds and public appeals remains in place.

## **6. ELIGIBILITY**

- 6.1** The three conditions for eligibility are set out in the Statutory Instrument (paragraph 1.4 above) as follows:

- 1. Resolution:** the council must resolve at a meeting that it meets the criteria for eligibility relating to the electoral mandate and relevant training of the clerk.
- 2. Electoral mandate:** at the time the resolution is passed, at least two thirds of the council must hold office as a result of being declared elected (i.e. not co-opted).
- 3. Qualified clerk:** At the time that the resolution is passed, the clerk must hold a recognised professional qualification (e.g. Certificate in Local Council Administration)

- 6.2** Having decided at a full meeting of the council that it meets the criteria for eligibility at that particular time, a resolution to this effect must be clearly written in the minutes. The council is then required to revisit that decision and make a new resolution at every ‘relevant’ annual meeting of the council to confirm that it still meets the criteria (if it does). A ‘relevant’ annual meeting is the annual meeting of the council after the next ordinary election has taken place

- 6.3** In consequence, eligibility remains in place until the ‘relevant’ annual meeting even if the conditions of the eligibility criteria have changed. If the council loses its qualified clerk or has insufficient elected councillors it must also record its ineligibility at the next ‘relevant’ meeting.

- 6.4** There is no requirement for members to be trained in the general power of competence.

- 6.5** Lindfield Parish Council satisfies all the conditions as:

- 1.** All twelve Councillors have been elected
- 2.** The Clerks of the Council both hold the Certificate in Local Council Administration (CiLCA)

## **7. RECOMMENDATION**

It is recommended that the members consider this report and pass the following resolution:

*“Lindfield Parish Council resolves that, until the next relevant Annual Meeting of the Council, that having met the conditions of eligibility as defined in the Localism Act 2011 and SI 965 The Parish Councils*

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*(General Power of Competence)(Prescribed Conditions) Order 2012, to adopt the General Power of Competence”.*

Andrew Funnell  
Parish Clerk  
Lindfield Parish Council

07 May 2024

Item: 9  
Committee Meeting: Full Council  
Report of: Clerk  
Meeting Date: 16 May 2024  
Subject: Committee Appointments

**Purpose of Report:**

1. To make decisions regarding delegation to committees and officers, committee membership and supporting terms of reference.

**Summary:**

2. To review and confirm the delegation arrangements to committees, and officers, to appoint committees and review their terms of reference.

**Recommendation(s):**

**Full Council is asked to:**

- a. **Confirm the delegated authority arrangements for committees and officers and the terms of reference (appendix 1)**
- b. **Confirm the committee memberships as set out at section 4 having regard to the comments regarding Council Chair, Vice Chair and F&GP.**

**Background:**

3. At Full Council it was agreed to implement new policies on appointments of Chairs & Committee. Following the meeting, the Clerk emailed all members the timeline for this process. Members were asked to complete a survey on committee preferences and any reasonings for the choices.

Members preferences

4. Committee membership using first and second preferences only would be as follows:

**Environment & Amenities (E&A) (10 members):**

Blunden, Burns, Grace, Matthews, Nisbett, Picket, Upton, Wilson, Wood & Woolley

**Finance & General Purposes (F&GP) (5 members):**

Beecroft, Blunden, Grace, Picket, & Webster.

**Planning, Traffic and Transport (PT&T) (8 members):**

Beecroft, Burns, Matthews, Nisbett, Upton, Webster, Wilson & Woolley

Note the existing Chair and Vice Chair are members of all committees. The Chair and Vice Chair may wish to continue this practice. It is recommended that the F&GP Committee has at least six members.

**Financial Implications:**

5. There are no financial implications at present.

**Appendices**

- 1 Schemes of delegations and terms of reference
- 2 Timeline for appointments
- 3 Committee preferences, including comments

## LINDFIELD PARISH COUNCIL

### SCHEME OF DELEGATION

Local Councils may only do what legislation requires or permits them to do. With some particular exceptions, the Council may delegate functions to committees, sub committees, officers, or other authorities.

The power to delegate functions by local councils is set out in the Local Government Act 1972 S.101 as follows:

*Local Government Act 1972*

S. 101 Arrangements for discharge of function by local authorities

- (1) Subject to any express provision contained in this Act or any Act passed after this Act, a local authority may arrange for the discharge of any of their functions:
  - (a) by a Committee, a sub-Committee or an officer of the authority, or
  - (b) by any other local authority
- (2) Where by virtue of this section any functions of a local authority may be discharged by a committee of theirs, then, unless the local authority otherwise direct, the committee may arrange for the discharge of any of those functions by a sub-committee of the authority, then unless the local authority or the committee otherwise direct, the sub-committee may arrange for the discharge of any of those functions by an officer of the authority.
- (4) Any arrangements made by a local authority or committee under this section for the discharge of any functions by a committee, sub committee, officer or local authority shall not prevent the authority or committee by whom the arrangements are made from exercising those functions.
- (5) Two or more local authorities may discharge any of their functions jointly and, where arrangements are in force for them to do so, they may also arrange for the discharge of those functions by a joint committee of theirs or by an officer of one of them and subsection (2) above shall apply in relation to those functions as it applies in relation to the functions of the individual authorities.
- (6) A local authority's functions with respect to issuing a precept for a rate or borrowing money shall be discharged only by the authority.

The aim of this document is to clarify the manner in which Lindfield Parish Council has delegated its powers and the authority to spend.

#### Council

Certain functions cannot be delegated and are therefore reserved to the full Council, although an appropriate committee may make recommendations thereon for the Council's consideration:

- Setting the precept and approval of the Council's budget
- Approval of the Annual Accounts
- Completion of the Annual Return including the Governance Statement
- Consideration of an Auditor's report made in the public interest (*within one month of receipt*).
- The making, amending or revoking of Standing Orders, Financial Regulations and this Scheme of Delegation
- Adoption or revision of the Council's Code of Conduct.
- Confirmation (by resolution) that the Council has satisfied the statutory criteria to exercise the General Power of Competence
- Determination and review of the Bank Mandate
- Matters of principle or policy
- Nomination or appointment of representatives of the Council to outside bodies (except approved conferences or meetings) || Nomination or appointment of representatives of the Council at any inquiry on matters affecting the Parish, excluding those matters specific to a committee
- The making, amending or revoking of bye-laws
- Agreement to write off bad debts
- Approval by resolution, before payment, of any grant or single commitment in excess of £5,000.
- Authorisation as to terms and purpose for any application for Borrowing Approval and subsequent arrangements for the loan.
- Approval of any financial arrangement which does not require formal borrowing approval from the Secretary of State (eg hire purchase or leasing of tangible assets)
- Approval of purchase, acquisition by other means, sale, lease or disposal of tangible moveable property over £1,000.
- Approval of purchase, acquisition by other means, lease, sale or disposal of real property (interests in land).
- Approval of the virement of unspent and available amounts to other budget headings or reserves
- Approval of changes in earmarked reserves as part of the budgetary process

## LINDFIELD PARISH COUNCIL

### Proper Officer

The Clerk to the Council shall be the Proper Officer and carry out the functions of the Proper Officer as provided by the Local Government Act 1972 and as set out in the job description for the post. In the absence of the Clerk, the full authority of the Proper Officer passes to the Deputy Clerk.

Additionally, the Clerk may delegate to the Deputy Clerk, or other staff member if appropriate, to undertake functions delegated to the Proper Officer. Delegated actions of the Clerk or other officer shall be in accordance with Standing Orders, Financial Regulations and this Scheme of Delegation and in line with directions given by the Council from time to time.

The Clerk is specifically authorised to:

- Receive declarations of acceptance of office.
- Receive and publish Members' Registers of Interest
- Receive and grant Disclosable Pecuniary Interest (DPI) dispensations after consulting with the District Council's Monitoring Officer; details of all dispensations received and granted to be reported to the Council at the next available meeting.
- Sign and serve on councillors a summons with an agenda to attend Council and committee meetings
- Convene a meeting of the Council if a casual vacancy occurs in the office of the Chairman
- Sign notices or other documents on behalf of the Council
- Receive and hold copies of byelaws made by a principal local authority which affect the Council's area
- Receive and retain plans, notices and documents
- Certify copies of byelaws made by the Council

In addition, the Clerk is authorised to undertake the day to day administration of the Council, to include:

- Calling extra meetings of the Council or any committee or sub-committee as necessary, having consulted with the appropriate chairman, except those called by the Chairman or members in accordance with Standing Order 6.
- Issuing press releases and statements to the press on the Council's known policies, subject to the provisions of the Council's Press and Media Policy.
- Updating and managing the content on the Council's website
- Making arrangements for the maintenance of the office IT system.
- Co-ordinating the production of the Council's newsletters
- Disposal of Council records according to legal restrictions and an agreed retention and disposal policy
- Handling requests for information under the Freedom of Information Act 2000 and the Data Protection Act 1998.
- In the first instance, acknowledging and handling all complaints regarding the council (except where the complaint relates to the clerk);
- Making arrangements for the routine maintenance of the Parish Office
- Purchasing basic office equipment and supplies
- Arranging emergency repairs to the Parish Office or other Council premises (subject to the council's standing orders and financial regulations.)
- Taking appropriate action arising from other emergencies (in consultation with the Chairman/Vice Chairman of Council or committee chairman as appropriate to the circumstances)
- Managing all employees (not including any variation of employment contracts and not any matters relating to grievances lodged against him/her) of the council and has the authority to take disciplinary action, excluding termination of employment, under agreed procedures;
- Making arrangements to pay salaries/wages and expenses to all employees of the Council (subject to the Council's financial regulations);
- Making arrangements for Christmas Festival Night, in consultation with the Working Group.
- Dealing with day to day matters in relation to the allotments function, in accordance with any policies and decisions of the Environment and Amenities Committee or full Council to include issuing Allotment Tenancy Agreements and making arrangements for collecting the annual rents.
- Authorising routine recurring expenditure within the agreed budget
- Authorising payment for items below £1,000 in consultation with the Chairman of Council or the Chairman of the appropriate Committee (Fin Regs 4.1)
- Emergency expenditure up to £1,000 whether or not there is budgetary provision for the expenditure (Fin Regs 4.5)

When the Council delegates a specific task or function to the Proper Officer, the action taken must be reported to the next Council meeting

## **LINDFIELD PARISH COUNCIL**

### **Responsible Financial Officer (RFO)**

The Responsible Financial Officer (RFO) to the Council is responsible for the Parish Council's accounting procedures and financial records and is accountable for the proper administration of its finances, in line with the current Account and Audit Regulations and the Council's adopted Financial Regulations. The functions and duties of the RFO are set out in the job description for the post.

### **Committees**

All Committees are authorised to:

- Elect a chairman from within the membership of that Committee
- Approve the Minutes of the last meeting of the Committee
- Spend money from budget headings under that Committee's remit up to the limit of the budget and/or named reserve
- Make recommendations on the budget requirement for the Committee for the coming Financial Year.
- Delegate any of their functions to a Sub Committee or officer of the Council.

## **COMMITTEE TERMS OF REFERENCE**

### **FINANCE AND GENERAL PURPOSES COMMITTEE**

#### **1. Membership and frequency of meetings**

A minimum of six places will be available for Members of the Council who will meet in Committee at least every two months.

#### **2. Terms of Reference**

- To co-ordinate, in consultation with the Chairman of the Committees of the Council, the Chairman of the Council, the Parish Clerk and the RFO, the detailed budget of the Council and to recommend to the Council the annual budget and the annual precept to be levied for the Parish.
- To monitor expenditure and ensure that the Council receives reports at each of its meetings on the progress of actual expenditure compared with budget.
- To prepare the accounts of the Council and arrange for their annual external audit.
- To be responsible for overseeing the administration and review of day to day financial matters including internal audit of the Council's income and expenditure.
- To conduct an annual review of the effectiveness of Internal Audit and Internal Control procedures.
- To arrange for annual review of the Council's insurance policies and to oversee the procedure for risk assessment of all the Council's activities.
- To advise the Council on all aspects of finance and financial policy, including the investment of both operating and capital balances and any transfers into and out of the capital fund.
- To review from time to time the Council's banking arrangements and make recommendations to the Council when necessary
- To approve, on behalf of the Council, the transfer of funds from and to particular budget items where the Chairman of the Committee is satisfied that the transfer of funds must take place before the next meeting of the Council. Such urgent transfers of funds must be agreed by the Chairman or Vice Chairman of the Committee affected by the transfer and by the Chairman or Vice Chairman of Council.
- To review the Council's Financial Regulations annually
- To draw up and periodically review a procedure for the making of grants and donations and to consider and make decisions on such requests made to the Council, in accordance with that policy.
- To deal on behalf of the Council and as instructed by it, with any matters of policy which do not fall clearly within the responsibilities of the other Committees or where there is any conflict between them
- To ensure that appropriate records are kept of all assets and that they are adequately controlled.
- To oversee the running of the Parish Office
- To oversee employment matters
- The Committee may delegate any of its functions to Sub-Committees constructed from its members or to an officer of the Council.

### **ENVIRONMENT AND AMENITIES COMMITTEE**

#### **1. Membership and frequency of meetings**

## LINDFIELD PARISH COUNCIL

A minimum of six places will be available for Members of the Council who will meet in Committee at least every two months.

### 2. Terms of Reference

- i) To examine and recommend to the Council any changes to the amenities of the Parish. Any urgent and non-controversial changes to the amenities of the Parish, which need to be dealt with before the next meeting of the Committee, may be dealt with, on behalf of the Council by the Clerk, or other appropriate officer, in consultation with any two Members, one of whom must be the Chairman or Vice Chairman of the Committee (or in the absence of both of them, the Chairman or Vice Chairman of the Council).
- ii) To consider and to deal with, on behalf of the Council, all maintenance matters related to the amenities of the Parish. Urgent business which needs to be attended to before the next meeting of the Committee may be dealt with by the Clerk, or other appropriate officer, in consultation with any two Members, one of whom must be the Chairman or Vice Chairman of the Committee (or in the absence of both of them, the Chairman or Vice Chairman of the Council).
- iii) To make recommendations to the Council on the detailed Environment and Amenities Committee budget and to manage the activities of the Committee within the budget approved by the Council, whilst recognising that "provisions" for specific items will still require approval by the Council.
- iv) The Committee may delegate any of its functions to Sub-Committees constructed from its members or to an officer of the Council.

### 3. Main Responsibilities of the Environment and Amenities Committee:

- Maintenance of the Parish Council's street lights
- Denmans Lane Allotments
- Denmans Lane Public Conveniences
- Street furniture - litter bins, railings, seats, bus shelters, bus stop poles, etc
- Winter Management Plan
- Annual Village Spring Clean
- Village Archives
- Christmas Festival Night and Christmas lights
- Liaison with Mid Sussex District Council on matters relating to the Common, the Pond, Hickmans Lane playing Field, car parks, nature reserves and any other MSDC owned land in the parish.

## PLANNING, TRAFFIC AND TRANSPORT COMMITTEE

### 1. Membership and frequency of meetings

A minimum of six places will be available for Members of the Council who will meet in Committee, at such intervals as may be required to meet District Council deadlines (usually every three weeks), to consider the Council's responses to Planning Applications and other matters referred to the Council by the local planning authority.

### 2. Terms of Reference

- i) To examine and make recommendations to the Council on all **major planning applications**; and on national and regional planning policy and the **Local Development Framework**. In cases where a response is required before the next ordinary meeting of the Council and the Chair of the Council agrees that an extraordinary meeting of the Council is not necessary, the Committee shall deal with the matter. A major planning application shall be defined as one which has a significant effect on the Parish of Lindfield as a whole, whether in terms of the environment, infrastructure, the local economy, traffic, or transport.
- ii) To examine and deal with on behalf of the Council, **all other planning related matters**. The Committee shall agree a procedure for dealing with urgent planning applications required to be dealt with before the next meeting of the Committee. (Currently the procedure is as set out in Standing Orders, which is that the matter is delegated to the Clerk or other appropriate Officer of the Council, in consultation with the Chair and Vice Chair of this Committee. Those parties also to consider whether the issue requires escalation to Full Council or the Council Chair as detailed under i above)
- iii) To examine and make recommendations to the Council on all **transport related matters**, which affect the Parish. Any urgent transport related matters which need to be dealt with on behalf of the Council before the next meeting of the Committee, may be dealt with in line with the guidance under i and ii above
- iv) To make recommendations to the Council on the detailed **Planning, Traffic and Transport Committee budget** and to manage the Committee's activities within the detailed budget and controls approved by the Council.
- v) The Committee may delegate any of its functions to Sub-Committees constructed from its members or to an officer of the Council. The Committee can also form working groups of up to six individuals to address specific projects and



## **LINDFIELD PARISH COUNCIL**

these may include Members of the Public, subject to their being at least two councillors in the working group, which can make recommendations to the Planning & Transport Committee but not commit the council. In the event of an urgent decision being required, the approach outlined under i and ii above can be adopted, but this is expected to be exceptional. Working Groups are not expected to last for longer than twelve months, without specific agreement from Full Council, such agreement being reviewed at least annually.

### **COMPLAINTS COMMITTEE**

#### **1. Membership and Frequency of Meetings**

Four places will be available for Members of the Council who will meet in Committee annually, following the Annual Meeting of Council, to elect a Chairman and Vice Chairman and otherwise as required to deal with formal complaints made against the Council.

#### **2. Terms of Reference**

- i) To agree a procedure for the handling of complaints made against the Council regarding matters over which the Council does or could exercise a power, duty or control.
- ii) To deal with formal complaints made against the Council in accordance with the agreed procedure referred to in paragraph 2 (i) above.

**Lindfield Parish Council**  
**Scheme of Delegation for urgent decisions**

**S101 delegation of powers**

The Scheme of Delegation (s101 of the 1972 LGA), provides for delegating authority to the Clerk for making decisions on behalf of the council as and when appropriate. S101 requires formally agreed Terms of Reference by the Council.

This scheme of delegation is to facilitate effective decision making between meetings where a response is required by a specific date prior to the next relevant meeting. It allows the Clerk to take on the executive role during this time.

**Delegation of Power**

Section 101 of the Local Government Act 1972 provides:

- That a Council may delegate its powers (except those incapable of delegation) to a committee or an officer.
- A Committee may delegate its powers to an officer.
- The delegating body may exercise Powers that have been delegated.

Any delegation to the Proper Officer shall be exercised in compliance with the Council's Standing Orders, any other policies or conditions imposed by the Council and within the law.

The Proper Officer may nominate another named Officer to carry out any powers and duties, which have been, delegated to that Officer.

When necessitated the Proper Officer is empowered to carry out any function of the Council.

Where officers are contemplating any action under delegated powers, which is likely to have a significant impact in a particular area, they should also consult a minimum of two Members, and must ensure that they obtain appropriate legal, financial and other specialist advice before action is taken. Where the decision required relates to a consultation, and the two members consulted advise that they wish the decision to be taken at a meeting, the Clerk will seek to obtain an extension to the response deadline.

The following items may not be delegated to the Clerk:

- To appoint the Chairman and Vice-Chairman in May each year
- To sign off the Governance Statement by 30<sup>th</sup> June each year
- To set the precept
- To appoint the Head of Paid Service (Clerk)
- To make byelaws
- To borrow money
- To consider any matter required by law to be considered by Council.

**To the Proper Officer LGA 1972 s101**

The Council's Scheme of Delegation authorises the Clerk(s) to the Council to act with delegated authority in the specific circumstances detailed:

**To take action:**

1. To take action on any issue that cannot wait until the next Parish Council meeting; as a temporary measure the Proper Officer is empowered to take any and all decisions that would normally be taken by Full Council, or a committee or a working group, having consulted a minimum of two Members (the relevant Chairs & Vice Chairs). Consultation may be by email or by telephone or by virtual meeting, followed by a confirmation email.
2. If circumstances do not permit the input of at least the relevant Chairs & Vice Chairs, the Clerk would normally be expected to consult a minimum of two other members (who are a Chair or Vice-Chair)

**Financial thresholds:**

3. To authorise expenditure on items where the Council has previously approved the budget to a maximum of £5,000 per transaction having consulted a minimum of two Members and the Chairman, or to a higher level where the Council has agreed & minuted the expenditure at a prior meeting. Additionally, these Members

should be independent of the two Members who will authorise the payments within the online banking system. For the avoidance of doubt, this includes any payments that will be overdue before the next scheduled Council Meeting or where discounts may be lost to the Council; to include normal salaries and all items specifically budgeted for, contracted for or expenditure previously agreed by Council at a meeting.

4. To incur expenditure on behalf of the Council, which is necessary to carry out any repair, replacement or other work or essential project which is of such extreme urgency that it must be done at once, whether or not there is any budgetary provision for the expenditure, subject to a limit of £10,000.00 per transaction, having consulted all three Committee Chairs (or in their absence Vice Chairs).
5. To take any action regarding minor repairs or purchases (up to a cost of £1,000.00 per transaction) having consulted the Chairman and taken on board his views.

**Planning Matters:**

6. Planning applications will be received by the Clerk and responses determined by the Clerk following consultation with a minimum of two Members who are currently members of the Planning, Transport and Traffic Committee.
7. The PTT Committee delegate authority to the Clerk to request any application be referred to Mid Sussex District Council Planning Committee for decision.

**Delegation Limitations, Record keeping & Reporting:**

8. The Deputy Parish Clerk may adopt these delegated powers to facilitate the ongoing business of the Council:
  - a) in the absence of the Clerk; and/or
  - b) where the issues requiring a decision relate to items overseen by the Deputy Parish Clerk.
9. Records will be kept demonstrating a clear trail (particularly around decision making in any form).
10. All decisions will be reported at the next available Full Council Meeting and at the next relevant Committee meeting.
11. Delegated actions shall be in accordance with Standing Orders and Financial Regulations and in line with directions given by Council from time to time and this Scheme of Delegation, and where applicable any other rules/regulations and legislation.

Date approved ..... Minute number .....  
Date for review May 2025

## Item 9 – Appendix 2

- 16<sup>th</sup> **Annual Meeting of Council** - Election of Council Chair & Vice Chair. Members are to agree on the committee memberships (and if necessary this will be done by voting).
- 17<sup>th</sup> The office will email all members a link that can be used to register interest in standing as Committee Chairs and or Vice Chairs Chair (and provide any supporting statements). A link will also be sent out regarding training requirements.
- 26<sup>th</sup> Please register any interest in **PT&T Chair and Vice Chair positions** by this date.
- 28<sup>th</sup> **PT&T agenda issued**
- 29<sup>th</sup> Please register any interest in **E&A Chair and Vice Chair positions** by this date.
- 31<sup>st</sup> **E&A agenda issued**

### June

- 4<sup>th</sup> **PT&T meeting** - Election of PT&T Chair & Vice Chair
- 6<sup>th</sup> **E&A meeting** - Election of E&A Chair & Vice Chair
- 26<sup>th</sup> Please register any interest in **F&GP Chair and Vice Chair positions** by this date.
- 28<sup>th</sup> **F&GP agenda issued**

### July

- 4<sup>th</sup> **F&GP meeting** - Election of F&GP Chair & Vice Chair
- 12<sup>th</sup> **Full Council agenda issued** – including a report on training requirements
- 16<sup>th</sup> **Full Council** – Consider training requirement report

Item 9 - Appendix 3

Cllr	Committee preferences			Summarised comments relating to committee preferences.
	E&A	F&GP	PT&T	
<b>Beecroft</b>	Third	First	Second	I'm a Chartered accountant with extensive finance skills, and currently chair (F&GP) and am keen to carry on.
<b>Blunden</b>	First	Second	Third	Knowledge of procedures and history. Having the ability to understand the need to move forward in a changing world whilst protecting our historic environment.
<b>Burns</b>	Second	Third	First	Years of personal experience in planning issues and effects on the village, especially the conservation area. General & committed interest in the village environment for the benefit of all its residents
<b>Grace</b>	Second	First	Third	I would like to remain on the F&GP Committee. I believe my background in local government is useful to the committee as I understand the importance of policies and procedures. I would also like to continue to support the development of the village action plan as a member of the working group. I would like to become a member of E&A. I have a keen interest in environmental matters and support environmental activity in Lindfield. I am an enthusiastic and active member of the Climate Change Working Group. I coordinate and attend Greener Lindfield meetings. I believe that I have a lot to offer to the E&A Committee and feel that membership in E&A would enable me to further contribute my skills and experience.
<b>Matthews</b>	First	Third	Second	Over the last 4yrs, I have gained experience and am familiar with the areas covered in both E&A and planning. My interest particularly lies in maintaining/creating areas that all residents can enjoy.
<b>Nisbett</b>	First		Second	
<b>Pickett</b>	Second	First		Regretfully not possible to do PT&T conflict of interest.
<b>Upton</b>	Second	Third	First	My first choice is PT&T, because, at present, I'm the chair of the committee. Second choice importance, because of part of my other voluntary work, I do serve the community. Also, believe as vice chair, should that continue that I should be involved in all three committees.
<b>Webster</b>	Third	First	Second	I have many years of Local Government finance experience and this is potentially useful to the F&GP Committee.
<b>Wood</b>	First			Links with the Climate Change Working Group.
<b>Woolley</b>	Second	Third	First	I propose a reconsideration on whether F&GP should retain both topic areas, or whether "General Purposes" items should individually be allocated to more appropriate committees.

## Note

Lindfield Parish Council has insurance in place for the period up to 27<sup>th</sup> May 2025.

The policy cost for the period 28<sup>th</sup> May 2024 to 27<sup>th</sup> May 2025 is £3,195.98 including tax.

The policy includes cover for our van.

The Council's Finance & General Purposes Committee is tasked with ensuring that the Council has adequate insurance cover.

A. Funnell

Clerk to Lindfield Parish Council

07.05.24

Mr Andrew Funnell  
Lindfield Parish Council  
The Clock Tower House  
Lindfield Enterprise Park  
Lewes Road, Lindfield  
Haywards Heath  
West Sussex  
RH16 2LH

## Select for Local Councils Policy Schedule

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

Policy Number	YLL-122006-2333
Insured	Lindfield Parish Council
Business	Parish / Town Council
Period of Insurance	
From	28 <sup>th</sup> May 2024
To	27 <sup>th</sup> May 2025
and any other period for which cover has been agreed.	

Renewal Premium	£ 3,195.98
-----------------	------------

Premiums are inclusive of Insurance Premium Tax and/or VAT as appropriate.

Schedule Number	130082288
Long Term Agreement:	Not Applicable
Preparation Date	04 <sup>th</sup> April 2024
Prepared by	Mr Alex Kirby
Policy Form Reference	MLAACG08

### Policy Cover Declaration:

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

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

## Statement of Fact

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

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

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

## Important information

### Taking reasonable care

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

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

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



## Lines of Cover applying

### Part A – Material Damage

#### Table Headings

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

#### Sums Insured

Premises Address	Buildings Sum Insured	Loss of Rent	Contents (a)	Contents (b)	Contents (c)	Contents (d)	Contents (e)	Contents (f)	Contents (g)
1. Address, Public Conveniences, Denmans Lane, Lindfield, RH16 2LA	£208,514.21	N/A	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
2. Clock Tower House, Address, Lindfield Enterprise Park, Lewes Road, Lindfield, Haywards Heath, West Sussex, RH16 2LH	£410,657.23	£9,500.00	£22,569.29	£1,612.11	£12,896.73	£0.00	£0.00	£0.00	£0.00

#### For Premises: 1

**Insured Perils applicable to Material Damage : 1-13, 15 & 16**

#### For Premises: 2

**Insured Perils applicable to Material Damage: 1-16**

#### Excesses Applicable to Premises 1 & 2

The following Excesses apply to each and every loss arising in respect of each and every separate premises:

Accidental Damage	£100
Theft	£100
Riot civil commotion and Malicious Persons	£250
Storm or Flood	£250
Escape of Water	£250
Falling Trees or Branches	£250
Subsidence	£1,000

**Operative Endorsements:** 1, 2, 3, 5, 6, 7, 8 & 9 (please refer to the Endorsement section of the policy wording)

**Part B – Business Interruption**

Premises Address	Additional Expenditure	Indemnity Period (Months)	Loss of Data	Indemnity Period (Months)	Loss of Gross Revenue	Indemnity Period (Months)
All Premises	£40,000	24	£2,000	12	N/A	

**For Premises: 1**

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

**For Premises: 2**

**Insured Perils applicable to Business Interruption: 1-16**

**Operative Endorsements:**

None

## Part C – All Risks

### Table Headings

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

### Additional Items:

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

Item Description	Sum Insured	Excess
Christmas Lights/Pond Lights	£16,120.92	£100
Notice Boards	£4,483.22	£100
Queens Jubilee Mosaic	£5,444.64	£100
Copier- C/O Acquis Interest of BNP Paribas Leasing Solutions, Integra House, Vaughan Court, Celtic Springs Business Park, Newport NP10 8BD under agreement number AI B37480\001	£4,818.92	£100
6 Sheds at Denmans Lane Allotments	£8,060.47	£100
Contents of 6 Sheds at Denmans Lane Allotments	£14,606.85	£100
Horsegyn	£23,477.08	£100
2 illustrated village map panels	£1,759.65	£100
Noticeboard	£1,460.70	£100
Hygiene Equipment at Public Conveniences, Denmans Lane, Lindfield, Haywards Heath, West Sussex, RH16 2LA - Property of Calabash Washroom Hygiene Ltd, 748 Fulham Road, London, SW6 5SH. Agreement number 09191.	£502.49	£100
Speed Indicator Devices & Data Recording Units	£6,310.73	£100
Stihl BGA 100 battery blower (Kit with battery & charger)	£1,554.13	£100
Stihl FSA 130 battery brushcutter/trimmer (Shell only)	£520.44	£100
Mountfield SP454 petrol lawn mower	£246.46	£100

The excess stated applies to each and every loss.

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

## Part D – Money

	Limit any one loss
1. Loss of Non-Negotiable Money in the situations specified in items 2(a), 2(b), 2(c)(i) and 2(c)(ii):	£250,000
2. Loss of other Money:	
(a) in transit in the custody of any <b>Member</b> or <b>Employee</b> or in transit by registered post (limit £250), or in a Bank Night Safe	£5,000
(b) in the private residence of any <b>Member</b> or <b>Employee</b>	£500
(c) in the <b>premises</b>	
(i) in the custody of or under the actual supervision of any <b>Member</b> or <b>Employee</b>	£5,000
(ii) in locked safes or strongrooms	£5,000
(iii) in locked receptacles other than safes or strongrooms	£250

**Excess:** £50 each and every loss

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

### Operative Endorsements:

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

## Part E – Public Liability

**Limit of Indemnity:** £15,000,000

**Excess:** £100 each and every claim in respect of Section 2(d)(ii)

### Operative Endorsements:

1. Environmental Clean Up Costs. The following Special Definitions are added to Section 1:

#### Clean Up Costs

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

#### Remediation

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

#### Enforcing Authority

Any government or statutory authority or body implementing or enforcing environmental protection legislation within the territorial limits.

#### Cover

With effect from 01 July 2009 or the inception of the policy if later, the **insurer** will indemnify the **insured** in respect of all sums including statutory debts that the **insured** is legally liable to pay in respect of Clean Up Costs arising from environmental damage caused by Pollution or Contamination where such liability arises under an environmental directive, statute or statutory instrument.

Provided always that:

- a) liability arises from Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance. All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the same time such incident takes place
- b) the **insurer's** liability under this Extension shall not exceed £1,000,000 for any one occurrence and in the aggregate in any one Period of Insurance and will be the maximum the insurer will pay inclusive all costs and expenses. This limit will form part of and not be in addition to the Limit of Indemnity stated in the Schedule
- c) immediate loss prevention or salvage action is taken and the appropriate authorities are notified

## Exclusions

The **insurer** shall be under no liability:

1. in respect of Clean up Costs for **damage** to the **Insured's** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the **insured's** care, custody or control
2. for **damage** connected with pre-existing contaminated property
3. for **damage** caused by a succession of several events where such individual event would not warrant immediate action
4. in respect of removal of any risk of an adverse effect on human health on the Insured's land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the **insured's** care, custody or control
5. in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences
6. in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident
7. for **damage** resulting from an alteration to subterranean stores of groundwater or to flow patterns
8. in respect of costs for the reinstatement or reintroduction of flora or fauna
9. for **damage** caused deliberately or intentionally by the **insured** or where they have knowingly deviated from environmental protection rulings or where the **insured** has knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which they are responsible
10. in respect of fines or penalties of any kind
11. for **damage** caused by the ownership or operation on behalf of the **insured** of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water
12. for **damage** which is covered by a more specific insurance policy
13. for **damage** caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
14. for **damage** caused by disease in animals belonging to or kept or sold by the **insured**.

**Part G – Employers Liability**

**Limit of Indemnity:** £10,000,000

**Operative Endorsements:**

None



**Part H – Libel and Slander****Sum Insured**

£500,000

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

None

## Part I – Motor Vehicles

**Insured Vehicle:** All as described in  
**Persons Entitled to Drive:** the Certificate of  
**Limitation as to Use:** Motor Insurance

**Cover:** Section 22

A. Comprehensive

### Excess : Section 23

Amount	Description
£ 150	Accidental Damage , Fire , Theft , Windscreen , Theft total loss
£ Nil	Third party

Additional to any other Excess which applies

### Age and Inexperienced Driver Excess: Section 11

(a)	Under 25 years	£150
(b)	Over 25 years inexperienced	£150

Additional to any other Excess which applies

**Repair Limit:** £Nil

Section 12

### Damage to Property Limit:

£5,000,000 Applicable to any Commercial Vehicle, Minibus, Agricultural Vehicle and Special Type

£50,000,000 Applicable to any Private Motor Car

**Personal Effects Limit:** £150

Section 13

**Medical Expenses Limit:** £250

Section 14

### Additional Cover : Section 25

U. Occasional Business Use

Not Operative

V. Loss of No Claim Discount/Excess

Not Operative

### Operative Endorsements:

None

**Part J – Motor Legal Expenses and Uninsured Loss Recovery****Limit of Indemnity:**

£100,000 per insured incident

**Operative Endorsements:**

None

## Part N – Fidelity Guarantee

**Persons Guaranteed:**  
All members and employees

**Sum Guaranteed**  
£500,000

**Excess:** £100 each and every loss

### Operative Endorsements:

None

## Part O – Personal Accident

Cover is limited to £500,000 any one person and £2,000,000 any one incident.

### Persons Insured:

#### Employees

Capital Sum		£50,000.00
Weekly Sum		£200.00
Cover	Sections 2 and 3 - Accident and Assault Cover	
Capital		5.00 times annual earnings
Weekly		0.50 times weekly earnings
Cover	Sections 2 and 3 - Accident and Assault Cover	

#### Volunteers

Capital Sum	£50,000.00
Weekly Sum	£200.00
Cover	Sections 2 and 3 - Accident and Assault Cover

#### Directors/Councillors

Capital Sum	£50,000.00
Weekly Sum	£200.00
Cover	Sections 2 and 3 - Accident and Assault Cover

#### Key Personnel

Key Personnel	The Clerk	
Capital Sum		£50,000.00
Weekly Sum		£500 for up to 10 weeks and £100 per week thereafter
Cover	Sections 2 and 3 - Accident and Assault Cover	

### Operative Endorsements:

1) Special Condition 4 of Section 5 is inoperative provided always that the **insurer** will not make any payment of any

benefit or in respect of any expense or loss arising from any Person Insured who has attained the age of 90 years unless such expense or loss arises during the period of insurance during which the Person Insured attains the age of 90

## 2) Key Personnel endorsement

It is agreed that Section 2 and Section 3 will be extended to a 24hr basis for Key Personnel.  
and

Section 4 - Exclusions is amended to read;

Section 4 - Exclusions

The **insurer** will not be liable to pay compensation in respect of death or disablement or provide indemnity for **damage** caused directly or indirectly by:

- a) intoxication of, or the illegal use of drugs by any Person Insured, or through sexually transmitted disease
- b) deliberate exposure to unnecessary danger (except in an attempt to save human life)
- c) racing of any kind other than on foot
- d) air travel other than as a passenger in a licensed passenger carrying aircraft
- e) with effect from the 2004 renewal date the **insurer** will not be liable for any actual loss directly or indirectly arising out of, contributed to by, or resulting from actual, threatened, feared or perceived use of biological, chemical, radioactive or nuclear agent, material, device or weapon.
- f) motor cycling, winter sports other than skiing or snowboarding in the United Kingdom or on a dry ski slope or within a snow dome, skating or curling, aerial pursuits including but not limited to ballooning, bungee jumping, gliding, hang-gliding, micro lighting, parachuting, paragliding or parascending, jet skiing or white water rafting, mountaineering or rock climbing using guides or ropes, hiking, trekking or mountaineering above 3,000 metres, caving, and diving using external breathing apparatus

**Part P – Legal Expenses****Section:**

3. Employment Disputes and Compensation Awards	Operative
4. Legal Defence	Operative
5. Property Protection and Bodily Injury	Operative
6. Tax Protection	Operative
7. Contract Disputes	
8. Statutory Licence Protection	Operative

**Limit of Indemnity:****Operative Endorsements**

None

## General Notes

### 1. Fair presentation of the risk

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

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

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

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

### 2. Cancellation

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

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

### 3. Bonus and fee structure

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

## Claims contact information

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

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

### How to make a claim:

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



**DAS Head and Registered Office:**

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

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

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Registered in England and Wales | Company Number 5417859 Website: [www.daslaw.co.uk](http://www.daslaw.co.uk)  
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## Provisional 2025 meeting dates

Month	Date	Meeting
January	Tue 7	PT&T
	Thu 9	F&GP
	Thu 23	Full
	Tue 28	PT&T
February	Thu 6	E&A
	Tue 18	PT&T
March	Thu 6	F&GP
	Tue 11	PT&T
	Thu 20	Full
April	Tue 1	PT&T
	Thu 10	E&A
	Tue 22	PT&T
	Thu 24	Parish Meeting (Meeting of the electorate)
May	Thu 8	F&GP
	Tue 13	PT&T
	Thu 22	Full (Annual Meeting)
June	Tue 3	PT&T
	Thu 12	E&A
	Tue 24	PT&T
July	Thu 3	F&GP
	Tue 15	PT&T
	Thu 24	Full
August	Thu 7	E&A
	Tue 26	PT&T
September	Thu 4	F&GP
	Tue 16	PT&T
	Thu 24	Full
October	Thu 2	E&A
	Tue 7	PT&T
	Tue 28	PT&T
November	Thu 6	F&GP
	Tue 18	PT&T
	Thu 20	Full
	Thu 27	E&A
December	Tue 9	PT&T
	Thu 11	F&GP (Additional budget meeting)

### Note

- All meetings shown above will take place at King Edward Hall with an 8 pm start time.
- Meetings are normally held in the Jubilee Room
- Meeting dates are subject to alteration.
- The Clerk arranges bookings with the King Edward Hall.
- Bookings can only be made if there is availability
- The United Reformed Church also offers room hire.

Committee	Full Council
Date	16.05.2024
Item	12

Report:	<b>REVIEW OF INVENTORY OF LAND AND ASSETS INCLUDING BUILDINGS AND OFFICE EQUIPMENT</b>
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In Standing Orders a number of items are listed which should be reviewed at Annual Council meetings. One of these is the review of the inventory of land and assets. The full Asset Register is held electronically. Some of the older entries in the full register group together items such as litter bins which can make it difficult to update when items are disposed of. Physical checks are carried out in due course to ensure that the register agrees with reality and the register can then be updated to identify the physical locations of items listed. At the same time, the condition of assets should be assessed which will assist with budgeting for replacements.

#### ASSETS ACQUIRED BETWEEN 01/04/2023 AND 31/03/2024

Acq. Date	Asset Code	Description	Original Cost	Current Value	Insurance Value
26/05/2023	OT015	Gazebo - 3m x 3m Pro30 Gazebo	237.50	237.50	237.50
25/07/2023	LB021	Litter bin - Topsy Jubilee Bin Top	186.92	186.92	0.00
26/07/2023	RTI001	Eden RTP1 Display	5,392.35	5,392.35	5,392.35
30/10/2023	AL021	HOTBIN Mega (450 ltr)	400.00	400.00	400.00
20/11/2023	AL020	Shed - 8' x 6' supreme tanalised workshop	1,095.84	1,079.19	1,079.19
TOTAL			7,312.61	7,295.96	7,109.04

\*Note a duplicate entry for a shed entered in error has been removed from the above figures.

#### SUMMARY OF ASSETS BY GROUP NAME

Group	Original Cost	Current Value	Insurance Value
Allotments	11,154.52	11,137.87	7,176.76
Community Asset	852.00	852.00	19,800.09
Emergency Equipment	5,522.09	5,522.09	5,427.10
Land	1.00	2.00	0.00
Lindfield Pond	4,846.20	4,846.20	4,846.20
Office Equipment	10,254.16	10,254.16	10,254.16
Office Fixture	4,585.02	4,585.02	4,585.02
Office Furniture	4,954.18	4,954.18	4,954.18
Office Miscellaneous	731.17	731.17	55.00
Office Software	1,750.00	1,750.00	1,750.00
Outdoor equipment tools & machinery	3,597.71	3,597.71	3,341.91
Property	343,098.00	343,098.00	398,728.55
Public Toilets	33,000.00	33,000.00	33,000.00
Reference Material	221.99	221.99	221.99
Safety Equipment	11,041.20	11,041.20	11,041.20
Street Furniture	87,059.30	87,059.30	24,275.64
Wilderness Field	2,602.00	2,602.00	2,602.00
<b>TOTAL</b>	<b>525,270.54</b>	<b>525,254.89</b>	<b>532,059.80</b>

#### ASSETS DISPOSED BETWEEN 01/04/2023 AND 31/03/2024:

None

A Funnell  
Clerk to Lindfield Parish Council

07.05.24

LINDFIELD PARISH COUNCIL DIRECT DEBITS AND REGFULAR PAYMENTS IN FORCE FOR FINANCIAL YEAR 01.04.24 - 31.03.25				FC Annual Meeting 16.05.24 Agenda item 14		
NB Some of the figures quoted are from the statements received in 2023/24 and may increase for 2024/25. Amounts do not include VAT						
Risk Assessment: Full statements are received for all these items prior to payment being taken. Payments are checked on a monthly basis against the bank statements.						
DIRECT DEBITS						
	Recipient	Reason	Amount	Payable	Date set up/renewed	End date
IT	Vision ICT	Website hosting & domain name, SSL certificates	£65 (.gov addresses), £263.38 website, £50 SSL certicates	BI Annual / Annual	Mar-24	Varies
	Information Commissioner's Office	Data Protection Act registration	£35 (for year - February)	Annual	05.02.09	
	Mail Chimp	Email newsletter software	£19.24	Monthly	Jan-24	
	JNR Computers	IT Support, Microsoft Sharepoint/OneDrive & Emails, Security software	FY23/24 £3,210.56	Annual	Jul-23	Jul-25
	Process Matters 2	Data Protection Officer	£150 FY 23/24	Annual	Oct-23	Aug-24
Office	Castle Water	Clock Tower House - Metered water & waste water services	FY 23/24 £148	monthly	Aug-20	
	British Gas Lite	Electricity - Clock Tower House	variable according to usage. Fy23/24 £2,912	Quarterley		
	B-9 Fire	Maintenance of Fire Alarm System at CTH	FY 23/24 £199.80	Two instalments	2013	
	Phoenix	Maintenance of Fire Extinguishers at CTH	FY 23/24 £102.75	Annual	2013	
	BM Air Limited	Air conditioning - preventative maintenance	FY 23/24 £338.26		2020	
	Holts	Maintenance of Intruder Alarm system at CTH	TBC	Two instalments	2013	
	Mid Sussex District Council	Non-Domestic Rates - Ground Floor, Clock Tower House	full small business rate relief		April 2013	
	British Telecommunications Plc	Telephone and Broadband - Clock Tower House	Regular and usage charges. Some charges are being clarified	Monthly	Jan-23	Jan-28
	BNP Paribas Agreement (3 years)	Photocopier rental	£259.99 plus VAT quarterly <i>plus annual account service fee of £40</i>	Quarterly	Sep-22	Sep-25
	Apogee Agreement number (3 years)	Photocopier service based on metered usage	Variable -approx £240 a year+ VAT	Quarterly	Sep-22	Sep-25
	Tisburys	Office Cleaning	£227.50 per month	on invoice		
	Ian Woodhams	Window Cleaning	£11 per month	on invoice		
	Lindfield Enterprise Parks Ltd	Annual estate service charge	£630	annual		
WC	Suez	Waste collection service (waste & recycling)	£89.10 per month	Monthly	Jan-22	Rolling
	Healthmatic	Maintenance of the public toilets - fittings, equipment, plumbing etc	£5,353.97 FY23/24 (not including additional repairs)	Annual	Jul-24	Jul-25

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	Recipient	Reason	Amount	Payable	Date set up/renewed	End date
WC	Monitor Cleaning Services Ltd	Regular cleaning of public toilets	£744.20 per month (24/25 rates)	monthly	2006	
	Calabash Washroom Hygiene Limited	Ladycare, air freshner and nappy/clinical units for Denmans Lane public toilets	£1,425.00	Annual		
	British Gas Lite	Electricity - Public Toilets	Variable according to usage - FY23/24 £428.27	Monthly	Oct-24	Oct-26
	Castle Water	Water supply	Variable according to usage - FY23/24 £790.10	Monthly		
	Mid Sussex District Council	Non-Domestic Rate - Public Toilets	full business rate relief			
HR	WSCC Partnership	Payroll adminstration	Calculated per pay slip, FY 23/24 £178 (subject to year end adjustment).	Annually		
	Hymans Roberston	Ill Health Liability Insurance	Percentage of amount paid into pension fund.	Monthly	01-Apr-24	ongoing
Street Scene	Streetlights	Annual Maintnace Contract for streetlights	£1,229.86 (plus £411.25 additional repair charges)	2 instalments	2011	
	Haywards Heath Town Council	Grass cutting - High Street	FY 23/24 £2,026.20	Annual	Jun-10	Ongoing
	Blachere Illumination	Christmas lights (3year agreement sparklights	FY 24/25 £12,947.50	on invoice	2022	2024
	Blachere Illumination	Christmas lights - install of Parish Council owned festoon lights	FY 24/25 £4,710.00	on invoice	Mar-23	
	Npower	Street Lighting - Energy Charge (unmetered supply)	variable according to usage - FY23/24 - £3,625.79	Monthly / 2 year contract	Jan-24	
Software	Pear Technology	Digital Mapping - annual service charge	FY23/24 £240.00	Annual	2013	
	Parish Online	Mapping software	£300 for 2024/25	Annual	May-23	May-24
	Rialtas	Allotment, asset, and financial software support. End of financial year	FY 23/24 £1,262.01 (expected charges)	Annual		
	Adobe	Acrobat software	£198.96	Annual	04-Aug-23	05-Aug-23
	Survey Monkey	Online survey tool	£310	Annual	13-Mar-24	13-Mar-25
	Blackburn IT Services Ltd	Inspection app	£150	Annual	12-Oct-23	11-Oct-24
Allotments	Castle Water	Allotments - Metered Water	FY 23/24 -£208.83 - Note this is distorted due to large refund	monthly	Aug-18	
Loan	Public Works Loan Board	Loan repayments for Clock Tower House	£10,000.00 plus interest twice yearly - (interest reduces as balance outstanding goes down)	Twice yearly	2012	

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Van	Mercedes Benz Financial Services	Van rental	£195.57 per month	Monthly	Oct-23	Oct-25
	Connected Kerb	EV Charging	Variable	On Demand		
	Rossetts Commercials	Maintenance	Variable	On Demand		
Banking	Unity	Quarterley Bank Charges	Variable	Quarterley		