



Saltash Town Council

Konsel An Dre Essa



The Guildhall
12 Lower Fore Street
Saltash
PL12 6JX
Telephone: 01752 844846
www.saltash.gov.uk

2 November 2022

Dear Councillor

I write to summon you to the **Meeting of Policy and Finance Committee** to be held at the Guildhall on **Tuesday 8th November 2022 at 6.30 pm.**

The meeting is open to members of the public and press. Any member of the public requiring to put a question to the Town Council must do so by **12 noon the day before the meeting** either by email to enquiries@saltash.gov.uk or sent to The Guildhall, 12 Lower Fore Street, Saltash PL12 6JX. Please provide your full name and indicate if you will be present at the meeting.

Yours sincerely,

S Burrows
Town Clerk

To:

Essa	Tamar	Trematon
R Bickford R Bullock G Challen J Foster M Griffiths S Lennox-Boyd	L Challen J Dent S Gillies S Martin J Peggs P Samuels (Vice-Chairman)	S Miller (Chairman) B Samuels B Stoyel D Yates

Agenda

1. Health and Safety Announcements.
2. Apologies.
3. Declarations of Interest:
 - a. To receive any declarations from Members of any registerable (5A of the Code of Conduct) and/or non-registerable (5B) interests in matters to be considered at this meeting.
 - b. The Town Clerk to receive written requests for dispensations prior to the start of the meeting for consideration.
4. Questions - A 15-minute period when members of the public may ask questions of Members of the Council.

Please note: Any member of the public requiring to put a question to the Town Council must do so by 12 noon the day before the meeting.
5. To receive and approve the minutes of the Policy and Finance Committee held on 28th September 2022 as a true and correct record. (Pages 5 - 18)
6. All accounts and bank accounts reconciled up to 30th September 2022.
7. Petty cash reconciled up to 30th September 2022.
8. To receive a report on VAT. (Page 19)
9. To receive a report on investments. (Page 20)
10. To note that an audit on recent supplier payments was conducted by the Chairman of Policy & Finance in line with the Councils Financial Regulations. It was noted that there are no discrepancies to report.
11. To receive the current STC and Committee budget statements. (Pages 21 - 28)
12. To set the Policy and Finance budget for the year 2023/24 recommending to the Extraordinary Policy and Finance meeting. (Pages 29 - 30)
13. To receive a report from the Finance Officer. (Page 31)
14. To consider Risk Management reports as may be received.
15. To receive the Town Clerks report on delegated authority to spend.
16. To receive the Town Council Pontoon Insurance Policy Renewal and consider any actions and associated expenditure. (Pages 32 - 145)

17. To receive the Cyber Liability Insurance Renewal and consider any actions and associated expenditure (Pages 146 - 191)
18. To receive and consider approving recommendations from the Personnel Committee held on 29th September 2022. (Pages 192 - 193)
19. To receive and note reports on funding awarded:
 - a. Rotary Club of Saltash; (Pages 194 - 195)
 - b. Friends of Tintcombe. (Pages 196 - 200)
20. To receive and consider recommending the following policy updates to Full Council:
 - a. Civic Awards; (Pages 201 - 211)
 - b. STC Seals and Modern Logo. (Pages 212 - 215)
21. To receive a report from Saltash Town Youth Council and consider any actions and associated expenditure. (Pages 216 - 227)
22. To receive a letter from Junkyard Skatepark and consider any actions and associated expenditure. (Pages 228 - 234)
23. To receive reports from Working Groups and Outside Bodies:
 - a. Neighbourhood Plan Steering Group
 - b. Saltash Team For Youth (Page 235)
 - c. Section 106 Panel
24. Public Bodies (Admission to Meetings) Act 1960:
To resolve that pursuant to Section 1(2) of the Public Bodies (Admission to meetings) Act 1960 the public and press leave the meeting because of the confidential nature of the business to be transacted.
25. To consider any items referred from the main part of the agenda.
26. Public Bodies (Admission to Meetings) Act 1960:
To resolve that the public and press be re-admitted to the meeting.

27. To consider urgent non-financial items at the discretion of the Chairman.
28. To confirm any press and social media releases associated with any agreed actions and expenditure of the meeting.

Date of Next Meeting: Tuesday 22 November 2022 at 6.30 pm

SALTASH TOWN COUNCIL

Minutes of the Meeting of the Policy and Finance Committee held at the Guildhall on Wednesday 28th September 2022 at 6.30 pm

PRESENT: Councillors: R Bickford, R Bullock, G Challen, J Foster, S Gillies, S Lennox-Boyd, S Miller (Chairman), P Samuels (Vice-Chairman) and D Yates.

ALSO PRESENT: 2 Members of the Public, S Burrows (Town Clerk), M Thomas (Senior Policy and Data Compliance Officer) and A Primmer (Finance Officer).

APOLOGIES: Councillors: L Challen, J Dent, M Griffiths, S Martin, J Peggs, B Samuels and B Stoyel.

59/22/23 HEALTH AND SAFETY ANNOUNCEMENTS.

The Chairman informed those present of the actions required in the event of a fire or emergency.

DECLARATIONS OF INTEREST:

- a. To receive any declarations from Members of any registerable (5A of the Code of Conduct) and/or non-registerable (5B) interests in matters to be considered at this meeting.

Councillor	Agenda Item	Pecuniary/ Non-Pecuniary	Reason	Left Meeting
Miller	22 – CC263	Non-Pecuniary	Committee member	Yes
Bullock	22 – CC264	Non-Pecuniary	Attends meetings	Yes
Challen	22 – CC264	Non-Pecuniary	Member of Saltash Lions who have raised funds for the Friends of Summerfield Park appeal	Yes
Samuels P	25a	Non-Pecuniary	Member and current President of Saltash Rotary	Yes

- b. The Town Clerk to receive written requests for dispensations prior to the start of the meeting for consideration.

The Town Clerk reported that a written request for a dispensation had been received from Councillor P Samuels in respect of agenda item 25a. Since receiving the request, Councillor P Samuels had revised the form to not partake in the vote and to confirm that he is a member of Saltash Rotary.

It was proposed by Councillor G Challen to reject the request for a dispensation and to allow Councillor P Samuels to remain in the meeting to take questions and leave the room prior to the vote.

The motion did not carry due to no seconder.

It was proposed by Councillor P Samuels, seconded by Councillor Miller and **RESOLVED** that a dispensation be granted to Councillor P Samuels for agenda item 25a allowing him to participate, or participate further, in any discussion of that business for this meeting only.

61/22/23 QUESTIONS - A 15-MINUTE PERIOD WHEN MEMBERS OF THE PUBLIC MAY ASK QUESTIONS OF MEMBERS OF THE COUNCIL.

None.

Councillor Bickford arrived and gave his apologies for late arrival and joined the meeting.

62/22/23 TO RECEIVE AND APPROVE THE MINUTES OF THE POLICY AND FINANCE COMMITTEE HELD ON 12TH JULY 2022 AND THE EXTRAORDINARY POLICY AND FINANCE COMMITTEE HELD ON 16TH AUGUST 2022 AS A TRUE AND CORRECT RECORD.

Please see a copy of the minutes on the STC website or request to see a copy at the Guildhall.

It was proposed by Councillor Miller, seconded by Councillor Bullock and **RESOLVED** that the minutes of the Policy and Finance Committee held on 12th July 2022 were confirmed as a true and correct record.

It was proposed by Councillor Miller, seconded by Councillor Bullock and **RESOLVED** that the minutes of the Extraordinary Policy and Finance Committee held on 16th August 2022 were confirmed as a true and correct record.

63/22/23 ALL ACCOUNTS AND BANK ACCOUNTS RECONCILED UP TO 31ST JULY 2022.

It was **RESOLVED** to note.

64/22/23 PETTY CASH RECONCILED UP TO 31ST JULY 2022.

It was **RESOLVED** to note.

It was proposed by Councillor Gillies, seconded by Councillor Bullock and **RESOLVED** to approve the reduction of petty cash from £300.00 to £125.00.

65/22/23 TO RECEIVE A REPORT ON VAT.

It was **RESOLVED** to note.

66/22/23 TO RECEIVE A REPORT ON INVESTMENTS.

Councillor Foster left the meeting.
Councillor Foster returned to the meeting.

The Finance Officer reported that since the report on investments was published the second instalment of the precept has been received and the balances held are as follows:

- £200,000 with Public Sector Deposit Fund (Variable Interest Current Average 0.69%)
- £499,499.90 with Barclays Active Saver. (Interest Rate 0.01% rising to 0.15%)
- £500,650 with Nationwide on a 95 Days' Notice. (Interest Rate 0.4%)
- £998,935.62 with Cornwall Council instant Access Account. (Interest Rate Variable currently between 0.55% - 0.63%)

It was **RESOLVED** to note.

67/22/23 TO NOTE THAT AN AUDIT ON RECENT SUPPLIER PAYMENTS WAS CONDUCTED BY THE CHAIRMAN OF POLICY & FINANCE IN LINE WITH THE COUNCILS FINANCIAL REGULATIONS. IT WAS NOTED THAT THERE ARE NO DISCREPANCIES TO REPORT.

It was **RESOLVED** to note.

68/22/23 TO RECEIVE AND NOTE THE TOWN COUNCIL CONCLUDED ANNUAL GOVERNANCE AND ACCOUNTABILITY RETURN FOR THE YEAR ENDED 31ST MARCH 2022.

It was **RESOLVED** to note.

69/22/23 TO RECEIVE THE CURRENT STC AND COMMITTEE BUDGET STATEMENTS.

It was **RESOLVED** to note.

70/22/23

TO RECEIVE, CONSIDER AND APPROVE RECOMMENDATIONS FROM THE PERSONNEL COMMITTEE HELD ON THURSDAY 26TH MAY 2022 AND THE EXTRAORDINARY PERSONNEL COMMITTEE MEETING HELD ON MONDAY 6TH JUNE 2022.

RECOMMENDATION 1: Personnel Committee held on Thursday 26th May 2022:

16/22/23 **TO RECEIVE A REPORT ON THE APPOINTMENT OF ROSEVALE ACCOUNTANTS AND CONSIDER ANY ACTIONS AND ASSOCIATED EXPENDITURE**

It was **RESOLVED** to continue with the appointment of Rosevale Accountants up to August 2022 to carry out the role of the Finance Assistant up to 30 hours per week at a cost of £26.50 + VAT per hour allocated to budget code 6661 Finance Consultancy Fees.

It was proposed by Councillor Martin, seconded by Councillor Miller and resolved to **RECOMMEND** to Policy and Finance to vire £12,105 from budget code 6694 P&F Staffing Contingency to 6661 P&F Finance Consultancy Fees.

It was proposed by Councillor Miller, seconded by Councillor Bullock and **RESOLVED** to vire £12,105 from budget code 6694 P&F Staffing Contingency to 6661 Finance Consultancy Fees.

RECOMMENDATION 2: Extraordinary Personnel Committee held on Monday 6th June 2022:

23/22/23 TO RECEIVE A STAFFING REPORT FROM THE TOWN CLERK

Finance Officer and Finance Assistant roles:

It was proposed by Councillor Peggs, seconded by Councillor Dent and **RESOLVED** to:

1. Increase Rosevale Accountants weekly hours from the 1st July 2022 on a temporary basis from 30 hours to a maximum of 60 hours per week to undertake Town Council finance work at a cost of £29.50 + VAT per hour
2. Review the temporary finance arrangements at the 29th September's Personnel Committee Meeting

It was proposed by Councillor Peggs, seconded by Councillor Dent and resolved to **RECOMMEND** to the next Policy and Finance Committee to vire £15,930 from budget code 6694 P&F Staffing Contingency to 6661 P&F Finance Consultancy Fees.

It was proposed by Councillor Miller, seconded by Councillor Foster and **RESOLVED** to vire £15,930 from budget code 6694 P&F Staffing Contingency to 6661 Finance Consultancy Fees.

71/22/23 TO RECEIVE A REPORT FROM THE FINANCE OFFICER.

It was **RESOLVED** to note.

72/22/23 TO RECEIVE A REPORT ON TOWN COUNCIL SAVING ACCOUNTS AND CONSIDER ANY ACTIONS AND ASSOCIATED EXPENDITURE.

The Town Clerk and Finance Officer updated Members on the current and proposed Town Council saving accounts.

It was proposed by Councillor Miller, seconded by Councillor Yates and **RESOLVED:**

1. To open a Town Council saving account with RCI Bank at a variable rate of 1.67% instant access to transfer the remaining precept funds;
2. To transfer existing funds held in the Nationwide 95 day notice account to a Nationwide 12 Month Triple Access at a fixed rate of 1.75% instant access no penalty for up to 3 withdrawals a year to obtain a higher rate of interest;
3. That the Finance Officer continues to monitor saving options for the Town Council reporting back to a future meeting.

73/22/23 TO RECEIVE THE TOWN COUNCIL INSURANCE POLICY RENEWAL AND CONSIDER ANY ACTIONS AND ASSOCIATED EXPENDITURE.

It was proposed by Councillor Miller, seconded by Councillor P Samuels and **RESOLVED:**

1. To approve the proposal from Zurich of a new 3 year insurance policy with the option of a 2 year extension at a cost of £10,455.72 (including all applicable taxes);
2. To allocate the cost to budget code 6205 P&F Insurance.

74/22/23 TO RECEIVE A REPORT ON THE GUILDHALL INTERNET PROVISION AND CONSIDER ANY ACTIONS AND ASSOCIATED EXPENDITURE.

It was proposed by Councillor Bullock, seconded by Councillor Lennox-Boyd and **RESOLVED** to:

1. Approve the upgrade of the Guildhall internet provision from FTTC to FTTP at a capital cost of £50.00 + VAT for the installation of the fibre line;
2. Approve the monthly cost of £45.95 + VAT for the internet provision;
3. Approve a new 12 month contract as above;
4. Allocate the above cost to budget code P&F IT/Office Cost.

It was **RESOLVED** to note an annual cost saving to the Town Council of £406.08.

75/22/23 TO RECEIVE A REPORT ON DELEGATED AUTHORITY AND CONSIDER ANY ACTIONS AND ASSOCIATED EXPENDITURE.

It was proposed by Councillor Gillies, seconded by Councillor G Challen and resolved to **RECOMMEND** to a future Full Town Council meeting to:

1. Update the existing policy on the use of the Town Seals to give delegated authority to the Town Clerk, or in their absence the Assistant Town Clerk to determine the use of the Town Seals;
2. Delegate authority to the Senior Policy and Data Compliance Monitoring Officer to work with Councillor Bickford to produce a draft policy for free/discounted premises hire;
3. The Town Clerk to report back at future Policy and Finance meetings the use of the Town Seals and free/discounted premises hire.

Councillor Yates left the room.

Councillor Yates returned to the room

76/22/23 THE TOWN CLERKS REPORT ON DELEGATED AUTHORITY TO SPEND.

No report.

77/22/23 TO CONSIDER RISK MANAGEMENT REPORTS AS MAY BE RECEIVED.

No report.

78/22/23 TO RECEIVE A BRIEF OVERVIEW ON THE COMMUNITY INFRASTRUCTURE LEVY AND CONSIDER ANY ACTIONS AND ASSOCIATED EXPENDITURE.

The Town Clerk reminded Members of the £2,810.05 Town Council CIL funding and deadline date of 2024.

It was proposed by Councillor G Challen, seconded by Councillor Lennox-Boyd and **RESOLVED** that Councillor Yates circulates funding suggestions from the Neighbourhood Plan with Members also inputting their ideas for consideration at a future meeting of P&F.

TO CONSIDER COMMUNITY CHEST APPLICATIONS:

Application Number	Organisation	Amount Requested
CC262	Saltash Bowls Club	£650.00

It was proposed by Councillor P Samuels, seconded by Councillor Bickford and **RESOLVED** to award £650.00.

Councillor Miller declared an interest in the next item and left the room.

Vice-Chairman in the Chair.

Application Number	Organisation	Amount Requested
CC263	Tamar Tolls Action Group	£954.29

The application failed to meet the criteria and score sufficient points therefore rejected.

Councillor Miller was invited and returned to the meeting.

Chairman in the Chair.

Councillors Bullock and G Challen declared an interest in the next item and left the room.

Application Number	Organisation	Amount Requested
CC264	Friends of Summerfield Park	£1,000.00

It was proposed by Councillor Miller, seconded by Councillor Bickford and **RESOLVED** to award £1,000.00 subject to the funds being retained by the Town Council in an EMF until the project is ready to proceed.

Councillors Bullock and G Challen were invited and returned to the room.

80/22/23 TO CONSIDER A FESTIVAL FUND APPLICATION:

Application Number	Organisation	Amount Requested
FF112	Saltash Chamber of Commerce	£1,500.00

It was proposed by Councillor Lennox-Boyd, seconded by Councillor P Samuels and **RESOLVED** to award £1,500.00.

81/22/23 TO RECEIVE AND NOTE REPORTS ON FUNDING AWARDED:

a. Saltash Sailing Club

It was **RESOLVED** to note.

b. The Friends of Tinchcombe

It was **RESOLVED** to note.

82/22/23

**TO RECEIVE AND CONSIDER RECOMMENDING THE FOLLOWING
POLICY UPDATES TO FULL COUNCIL:**

a. Grants Policy

It was proposed by Councillor Yates, seconded by Councillor Foster and resolved to **RECOMMEND** to Full Town Council to be held on 6th October 2022 to approve the amendments to the Grants Policy as attached.

b. Civic Awards Policy

Councillor Foster left the room.

Councillor Foster returned to the meeting.

Councillor P Samuels briefed Members on the background to the amendments to the policy, answered Members questions and then left the room.

It was proposed by Councillor G Challen, seconded by Councillor Gillies and **RESOLVED** to:

1. Reject the amendments to the draft Civic Awards Policy;
2. Delegate authority to the Senior Policy and Data Monitoring Compliance Officer to work with Councillor Bickford to conduct a best practice draft policy and review in line with other Town Councils;
3. Present a draft policy for consideration at a future meeting of the P&F Committee.

Councillor P Samuels was invited and returned to the room.

83/22/23

**TO RECEIVE AND NOTE A REPORT FROM SALTASH YOUTH
ORGANISATIONS:**

a. Livewire

It was **RESOLVED** to note.

b. The Core

It was **RESOLVED** to note.

c. Junkyard Skatepark

It was **RESOLVED** to note.

Members thanked the Saltash Youth Organisations for their comprehensive reports and ongoing outstanding support and commitment to the community.

84/22/23 TO RECEIVE REPORTS FROM WORKING GROUPS AND OUTSIDE BODIES:

a. Neighbourhood Plan Steering Group

No Report.

b. Saltash Team for Youth

No Report.

c. Section 106 Panel

No Report.

85/22/23 PUBLIC BODIES (ADMISSION TO MEETINGS) ACT 1960:

To resolve that pursuant to Section 1(2) of the Public Bodies (Admission to Meetings) Act 1960 the public and press leave the meeting because of the confidential nature of the business to be transacted.

86/22/23 TO CONSIDER ANY ITEMS REFERRED FROM THE MAIN PART OF THE AGENDA.

None.

87/22/23 PUBLIC BODIES (ADMISSION TO MEETINGS) ACT 1960:

To resolve that the public and press be re-admitted to the meeting.

88/22/23 TO CONSIDER URGENT NON-FINANCIAL ITEMS AT THE DISCRETION OF THE CHAIRMAN.

None.

89/22/23

**TO CONFIRM ANY PRESS AND SOCIAL MEDIA RELEASES
ASSOCIATED WITH ANY AGREED ACTIONS AND EXPENDITURE
OF THE MEETING.**

It was proposed by Councillor G Challen, seconded by Councillor Foster and **RESOLVED** to issue the following press and social media releases:

1. Community Chest awards;
2. Festival Fund award;
3. Reports received from organisations who have received grants;
4. Reports received from Saltash Youth Organisations.

DATE OF NEXT MEETING

Tuesday 8 November 2022 at 6.30 pm

Rising at: 8.47 pm

Signed: _____
Chairman

Dated: _____

To receive a report on VAT.

VAT: To note the VAT Return was submitted for the period 01/07/22 – 30/09/22. This resulted in £19,805.51 refund due. The next VAT return is due for the 01/10/22 – 31/12/22 on the 7th February 2022.

End of Report

Finance Officer

Investments

To receive a report of investments

• Barclays active saver	£499,499.90 (0.01%APR)
• Public sector deposit fund	£200,000.00 (variable current 0.69%)
• Nationwide account	£500,650.00 (1.1%APR)
• Cornwall Council Deposit Fund	£973,935.62 (Variable – 1.16% to 1.45%)
Total	£2,174,085.52

Barclays active saver has been increased through the transfer of £349,885 upon receipt of Precept money on 7th September 2022.

End or Report

Finance Officer

Policy & Finance (P&F) Committee - P & F Budget 2022-23
Saltash Town Council
For the 7 months ended 31 October 2022

Account	Actual Received/Spend 2021/22	EMF Balances B/F 2021/22	To/From Reserves & Budget Virements 2022/23	Budget 2022/23	Notes	Actual Received/S pend YTD 2022/23	Actual Funds To Receive/ Available to Date 2022/23	Notes	Budget 2023/24	Budget 2024/25	Budget 2025/26	Budget 2026/27
P&F Operating Income												
P&F Income												
4901 PR Bank Interest Received	5,429	0	0	4,125		4,181	(56)		4,228	4,333	4,442	4,553
4908 PR Misc Income	17	0	0	0		187	(187)	Equipment sold & Beating of the Bounds income	0	0	0	0
Total P&F Income	5,446	0	0	4,125		4,367	(242)		4,228	4,333	4,442	4,553
Total P&F Operating Income	5,446	0	0	4,125		4,367	(242)		4,228	4,333	4,442	4,553
P & F Operating Expenditure												
P&F Expenditure												
6200 PF Bank Charges (6200)	700	0	0	1,108		504	604		1,136	1,164	1,193	1,223
6201 PF Audit (6201)	3,400	0	0	3,450		(200)	3,650		3,536	3,625	3,715	3,808
6202 PF Civic Occasions (including Road Closures) (6202)	1,808	0	4,500	3,500		4,663	3,337		2,530	2,593	2,658	2,725
6203 PF Mayors' Allowance	4,838	0	0	4,959		1,488	3,471		5,083	5,210	5,340	5,474
6204 PF Councillors' Allowance	1,932	0	0	3,520		0	3,520		3,608	3,698	3,790	3,885
6205 PF Insurance	18,308	0	0	22,132		8,788	13,344		22,265	22,398	22,533	22,533
6206 PF Youth Council (6206)	4,000	0	0	4,000		0	4,000		4,000	4,000	4,000	4,000
6208 PF Subscriptions (6208)	10,231	0	0	15,000		13,611	1,389		15,375	15,759	16,153	16,557
6210 PF Community Chest (6210)	3,570	0	0	10,000		3,119	6,881		10,000	10,000	10,000	10,000
6211 PF Website Maintenance (6211)	684	0	0	1,000		250	750		1,025	1,051	1,077	1,104
6213 PF Councillor Training & Expenses (6213)	2,229	0	0	2,742		560	2,182		2,810	2,881	2,953	3,027
6214 PF Health & Safety (6214)	8,522	0	0	7,500		3,155	4,345		7,688	7,880	8,077	8,279
6215 PF Annual Report	0	0	0	450		0	450		461	473	485	497
6216 PF Miscellaneous	0	0	0	100		0	100		103	105	108	110
6217 PF Data Protection (6217)	55	0	0	100		115	(15)		103	105	108	110
6219 PF Covid 19 H&S Materials & Equipment	3,564	0	0	2,000		812	1,188		2,050	2,101	2,154	2,208
6220 PF Festival Fund & Event Expenditure	10,932	0	0	15,000		2,293	12,707		15,000	15,000	15,000	15,000
6221 PF Town Messenger (6221)	3,758	0	0	5,000		1,958	3,043		5,125	5,253	5,384	5,519
6222 PF Commissioning Youth Work (6222)	43,000	0	0	50,000		17,716	32,284		50,000	50,000	50,000	50,000
6224 PF Professional Costs	1,923	0	10,000	2,050		43	12,007		2,101	2,154	2,208	2,263
6225 PF Neighbourhood Plan	4,225	0	0	5,156		526	4,630		5,285	5,417	5,552	5,691
6227 PF Town Speakers PRS Licence	0	0	0	3,000		1,764	1,236		3,075	3,152	3,231	3,311
6228 PF Events & Consultations	0	0	0	1,500		0	1,500		1,538	1,576	1,615	1,656
6229 PF CCTV Annual Maintenance	0	0	0	14,600		0	14,600		14,965	15,339	15,723	16,116
6502 PF Civic Christmas Event	0	0	0	500		0	500		513	525	538	552
6513 PF Twinning	0	0	0	119		0	119		122	125	128	131
6514 PF Town Leaflets/ Reprinting	0	0	0	539		0	539		553	566	581	595
6516 PF Road Safety Grant	0	0	0	215		0	215		221	226	232	238
P&F IT/Office Costs	24,573	0	9,650	33,000	Note: 1	12,344	30,306		33,826	34,671	35,538	36,426
Total P&F Expenditure	152,249	0	24,150	212,240		73,510	162,880		214,097	217,047	220,074	223,038
P&F Staffing Expenditure												
6652 ST P&R Employers Pension - Monthly Fee	5,299	0	0	5,300		2,653	2,647		5,433	5,568	5,708	5,850
6659 ST P&R Town Sergeant & Mace Bearer Fees	343	0	0	792		463	330		812	832	853	875
6661 ST P&R Finance Consultancy Fees	650	0	33,186	3,000		24,950	11,236		3,075	3,152	3,231	3,311
P&F Staffing Expenses	644	0	0	2,413		312	2,101	6650ST Parking space-£274.85, 6653 ST Clothing-£28,58, 6655 ST Travelling-£8.65	2,473	2,534	2,598	2,663
6656 ST P&R Staff Training	(911)	0	0	4,125		250	3,875		4,228	4,333	4,442	4,553
P&F Staffing Costs	293,625	0	20,000	290,160		103,244	206,916		319,464	329,048	338,919	349,088
Total P&F Staffing Expenditure	299,651	0	53,186	305,790		131,871	227,105		335,485	345,467	355,751	366,340
Total P & F Operating Expenditure	451,900	0	77,336	518,030		205,381	389,985		549,582	562,514	575,825	589,378
Total P & F Operating Expenditure	451,900	0	77,336	518,030		205,381	389,985		549,582	562,514	575,825	589,378
Total P&F Operating Surplus/ (Deficit)	(446,454)	0	(77,336)	(513,905)		(201,013)	(390,228)		(545,354)	(558,181)	(571,383)	(584,825)
P&F EMF Expenditure												
6270 PF EMF Crime Reduction	0	36,950	0	0		0	36,950		0	0	0	0
6271 PF EMF Election	23,553	11,207	0	7,000		0	18,207		0	0	0	0
6272 PF EMF Robes & Civic Regalia	0	2,000	0	0		1,228	772		0	0	0	0
6273 PF EMF Legal Fees	1,597	6,001	0	0		400	5,601		0	0	0	0
6274 PF EMF Internet Redevelopment	0	4,900	(4,900)	0		0	0		0	0	0	0
6275 PF EMF Neighbourhood Plan	0	1,772	0	0		0	1,772		0	0	0	0
6278 PF EMF CIL Planning Income	0	2,810	0	0		0	2,810		0	0	0	0
6279 PF EMF Restart Business Support Gant	3,420	7,580	0	0		0	7,580		0	0	0	0
6280 PF EMF Town Vision	0	10,000	0	0		0	10,000		0	0	0	0
6281 PF EMF Town Vitality Funding Grant	0	0	84,000	0		69	83,931		0	0	0	0
6370 PF EMF Computer Equipment Renewal	0	22,046	0	0		8,100	13,946		0	0	0	0
6694 ST PR EMF Staff Contingency (P&F)	6,264	69,665	(63,186)	0		0	6,479		0	0	0	0
Total P&F EMF Expenditure	34,833	174,931	15,914	7,000		9,797	188,048		0	0	0	0
Total P&F Expenditure (Operational & EMF)	486,733	174,931	93,250	525,030		215,177	578,034		549,582	562,514	575,825	589,378
Total P&F Budget Surplus/ (Deficit)	(481,287)	(174,931)	(93,250)	(520,905)		(210,810)	(578,276)		(545,354)	(558,181)	(571,383)	(584,825)

Notes

1. P&F IT/Office Costs			
Nominal Code	Budget 2022/23	Virements	Total Budget
6300 Telephone	£2,425		£2,425
6301 Stationary	£4,312		£4,312
6302 Office and IT Equipment	£7,008		£7,008
6303 Copier Maintenance	£5,499		£5,499
6304 Broadband	£496		£496
6305 Finance Software	£3,435	£4,750	£8,185
6306 IT Maintenance	£9,825	£4,900	£14,725
TOTALS	£33,000	£9,650	£42,650

Account	Actual Received/ Spend 2021/22	EMF Balances B/F 2021/22	To/From Reserves & Budget Virements 2022/23	Budget 2022/23	Actual Received/ Spend YTD 2022/23	Actual Funds to Receive/ Available to Date 2022/23	Notes	Budget 2023/24	Budget 2024/25	Budget 2025/26	Budget 2026/27
Guildhall Operating Income											
Guildhall Income											
4200 GH Income - Guildhall Bookings	1,899	0	0	10,261	1,324	8,937		10,518	10,780	11,050	11,326
4201 GH Income - Guildhall Refreshments	98	0	0	257	169	89		263	270	277	284
4206 GH Income - Guildhall Misc Property Income	1	0	0	232	0	232		238	244	250	256
Total Guildhall Income	1,998	0	0	10,750	1,493	9,258		11,019	11,294	11,577	11,866
Total Guildhall Operating Income	1,998	0	0	10,750	1,493	9,258		11,019	11,294	11,577	11,866
Guildhall Operating Expenditure											
Guildhall Expenditure											
6400 GH Rates - Guildhall (6400)	8,608	0	0	8,908	8,608	300		9,131	9,359	9,593	9,833
6401 GH Water Rates - Guildhall (6401)	532	0	0	769	105	664		788	808	828	849
6402 GH Gas - Guildhall (6402)	1,812	0	0	2,600	521	2,079		2,665	2,732	2,800	2,870
6403 GH Electricity - Guildhall (6403)	3,383	0	0	5,200	(338)	5,538		5,330	5,463	5,600	5,740
6404 GH Fire & Security Alarm - Guildhall (6404)	1,024	0	0	1,268	703	565		1,300	1,332	1,365	1,400
6408 GH Cleaning Materials & Equipment - Guildhall (6408)	1,058	0	0	1,025	703	322		1,051	1,077	1,104	1,131
6409 GH Boiler Service & Maintenance	218	0	0	1,031	119	912		1,057	1,083	1,110	1,138
6410 GH General Repairs & Maintenance	2,509	0	0	2,578	1,352	1,226		2,642	2,708	2,776	2,845
6411 GH TV License and PRS	21	0	0	0	0	0		0	0	0	0
6412 GH Lift Service & Maintenance	2,301	0	0	3,000	2,895	105		3,075	3,152	3,231	3,311
6413 GH Refreshment Costs - Guildhall	271	0	0	376	55	321		385	395	405	415
6414 GH Equipment - Guildhall	951	0	0	1,006	99	907		1,031	1,057	1,083	1,110
6418 GH Professional Fees	960	0	0	1,052	0	1,052		1,078	1,105	1,133	1,161
6420 GH Legionella Risk Assessment (Guildhall)	420	0	0	454	210	244		465	477	489	501
Total Guildhall Expenditure	24,070	0	0	29,267	15,030	14,237		29,998	30,748	31,517	32,304
Guildhall Staffing Expenditure											
Guildhall Staffing Expenses	197	0	0	412	154	258	6477 Staff travelling & mobile phone expenses £154.15, Staff clothing - £0	422	432	444	454
6678 ST GH Staff Training (Guildhall)	391	0	0	513	16	497		525	538	552	566
Guildhall Staffing Costs	22,416	0	0	27,480	10,217	17,263		28,303	29,152	30,028	30,929
Total Guildhall Staffing Expenditure	23,004	0	0	28,405	10,387	18,018		29,250	30,122	31,024	31,949
Total Operating Expenditure	47,074	0	0	57,672	25,418	32,254		59,248	60,870	62,541	64,253
Total Guildhall Operating Expenditure	47,074	0	0	57,672	25,418	32,254		59,248	60,870	62,541	64,253
Total Guildhall Operating Surplus/ Deficit	(45,076)	0	0	(46,922)	(23,925)	(22,997)		(48,229)	(49,576)	(50,964)	(52,387)
Guildhall EMF Expenditure											
6470 GH EMF Guildhall Maintenance	0	47,593	0	20,000	620	66,973		5,000	0	0	0
6696 ST GH EMF Staff Contingency (Guildhall)	0	3,000	0	0	0	3,000		0	0	0	0
Total Guildhall EMF Expenditure	0	50,593	0	20,000	620	69,973		5,000	0	0	0
Total Guildhall Expenditure (Operational & EMF)	47,074	50,593	0	77,672	26,038	102,227		64,248	60,870	62,541	64,253
Total Guildhall Budget Surplus/ (Deficit)	(45,076)	(50,593)	0	(66,922)	(24,545)	(92,970)		(53,229)	(49,576)	(50,964)	(52,387)

Account	Actual Received/ Spend 2021/22	EMF Balances B/F 2021/22	To/From Reserves & Budget Virements 2022/23	Budget 2022/23	Actual Received/S pend YTD 2022/23	Actual Funds To Receive/ Available to Date 2022/23	Notes	Budget 2023/24	Budget 2024/25	Budget 2025/26	Budget 2026/27
Service Delivery Operating Income											
Service Delivery Income											
Grounds & Premises Income											
4500 SE Allotment Rents	3,328	0	0	3,300	3,377	(77)		3,383	3,467	3,554	3,643
4510 SE Public Footpath Grant	1,526	0	0	1,564	1,573	(9)		1,603	1,643	0	1,727
4511 SE Christmas Event income	0	0	0	0	0	0		0	0	1,684	0
4512 SE Misc Income Grounds & Premises	104	0	0	0	1,647	(1,647)		0	0	0	0
4523 SE Service Delivery Income - Seagull Bags	1,332	0	0	1,753	656	1,097		1,797	1,841	1,888	1,935
Total Grounds & Premises Income	6,290	0	0	6,617	7,253	(636)		6,783	6,951	7,126	7,305
Town & Waterfront Income											
4520 SE Waterfront Income - Trusted Boat Scheme	0	0	0	4,000	1,785	2,215		4,100	4,203	4,308	4,415
4521 SE Waterfront Income - Annual Mooring Fees	7,939	0	0	9,000	5,220	3,780		9,225	9,456	9,692	9,934
4522 SE Waterfront Income - Daily Mooring Fees	1,339	0	0	2,000	823	1,177		2,050	2,101	2,154	2,208
Total Town & Waterfront Income	9,277	0	0	15,000	7,828	7,172		15,375	15,760	16,154	16,557
Total Service Delivery Income	15,567	0	0	21,617	15,081	6,536		22,158	22,711	23,280	23,862
Total Service Delivery Operating Income	15,567	0	0	21,617	15,081	6,536		22,158	22,711	23,280	23,862
Service Delivery Operating Expenditure											
Service Delivery Expenditure											
Grounds & Premises Expenditure											
6209 PF Oyster Beds	0	0	0	1	0	1		1	1	1	1
6500 SE Tree Survey and Tree Maintenance	0	0	0	10,000	4,547	5,453		10,250	10,506	10,769	11,038
6503 SE Allotments	721	0	0	1,200	1,671	(471)		1,230	1,261	1,292	1,325
6506 SE Grounds Maintenance & Watering (6506)	7,529	0	0	12,000	4,493	7,507		12,300	12,608	12,923	13,246
6508 SE Public Toilets (Operational Costs)	4,909	0	0	4,024	2,488	1,536		4,125	4,228	4,333	4,442
6517 SE Cross (Maintenance)	198	0	0	3,000	303	2,697		3,075	3,152	3,231	3,311
6525 GR Public Toilets (Repairs & Maintenance Costs)	3,019	0	0	2,500	1,060	1,440		2,563	2,627	2,692	2,760
6526 SE Tools, Equipment & Materials (Store & All Areas)	4,499	0	0	3,000	2,018	982		3,075	3,152	3,231	3,311
6529 G&P Refuse Disposal	5,076	0	0	5,500	2,759	2,741		5,638	5,778	5,923	6,071
6907 SE Seagulls Bags	1,089	0	0	1,818	303	1,515		1,864	1,910	1,958	2,007
Longstone Expenditure											
7100 LO Rates - Longstone	2,104	0	0	2,157	(4,104)	6,261		2,211	2,266	2,322	2,380
7101 LO Water Rates - Longstone	547	0	0	411	1,585	(1,174)		421	432	443	454
7103 LO Electricity - Longstone	1,262	0	0	2,461	(229)	2,690		2,522	2,585	2,650	2,716
7104 LO Fire & Security Alarm - Longstone	409	0	0	917	357	561		940	964	988	1,013
7107 LO Rent - Longstone	4,500	0	0	4,500	2,695	1,805		4,500	4,500	4,500	4,500
7108 LO Cleaning Materials & Equipment - Longstone	273	0	0	615	367	248		630	646	662	679
7110 LO General Repairs & Maintenance - Longstone	693	0	0	500	78	422		513	525	538	552
7114 LO Equipment - Longstone	690	0	0	1,025	52	973		1,051	1,077	1,104	1,131
7121 LO IT & Office Costs - Longstone	1,053	0	0	1,031	77	954		1,057	1,083	1,110	1,138
Total Longstone Expenditure	11,530	0	0	13,617	877	12,740		13,845	14,078	14,317	14,563
Total Grounds & Premises Expenditure	38,569	0	0	56,660	20,519	36,141		57,966	59,301	60,670	62,075
Town & Waterfront Expenditure											
6504 SE Street Furniture (Maintenance)	923	0	0	1,500	505	995		1,538	1,576	1,615	1,656
6505 SE Street Lighting	630	0	0	300	153	147		308	315	323	331
6511 SE Tourism & Signage	0	0	0	1,025	0	1,025		1,051	1,077	1,104	1,131
6512 SE Bus Shelters (Maintenance)	0	0	0	513	0	513		525	538	552	566
6515 SE Festive Lights Maintenance & Electricity	756	0	0	1,400	(277)	1,677		1,435	1,471	1,508	1,545
6519 SE Flags & Bunting	2,653	0	0	2,500	1,063	1,437		2,563	2,627	2,692	2,760
6522 SE Pontoon (Maintenance Costs) (6522)	2,800	0	0	6,000	7,173	(1,173)		6,150	6,304	6,461	6,623
6524 SE Vehicle Maintenance and Repair Costs	9,799	0	0	10,000	6,512	3,488		10,250	10,506	10,769	11,038
6527 SE Salt Bins Refill	521	0	0	1,031	0	1,031		1,057	1,083	1,110	1,138
6528 SE Pontoon Accommodation	5,777	0	0	10,827	4,041	6,786		11,098	11,375	11,660	11,951
Total Town & Waterfront Expenditure	23,857	0	0	35,096	19,169	15,927		35,975	36,872	37,794	38,739
Total Service Delivery Expenditure	62,426	0	0	91,756	39,688	52,068		93,941	96,173	98,464	100,814
Service Delivery Staffing Expenditure											
Service Delivery Staffing Expenses	6,125	0	0	4,999	2,283	2,716	6673 DT Clothing £725.26, 6674 ST Mobiles-£1,379.34, 6675 ST Travel-£178.88	5,125	5,253	5,385	5,519
6676 ST Services Delivery Staff Training	6,340	0	0	10,000	5,044	4,956		10,250	10,506	10,769	11,038
Service Delivery Staffing Costs	192,423	0	0	292,859	101,284	191,575		301,644	310,694	320,014	329,615
Total Service Delivery Staffing Expenditure	204,888	0	0	307,858	108,612	199,246		317,019	326,453	336,168	346,172
Total Operating Expenditure	267,314	0	0	399,614	148,300	251,314		410,960	422,626	434,632	446,986
Total Service Delivery Operating Expenditure	267,314	0	0	399,614	148,300	251,314		410,960	422,626	434,632	446,986
Total Service Delivery Operating Surplus/ (Deficit)	(251,747)	0	0	(377,997)	(133,219)	(244,778)		(388,802)	(399,915)	(411,352)	(423,124)
Service Delivery EMF Expenditure											
Grounds & Premises EMF Expenditure											
6471 GH EMF Heritage Centre	96	4,960	0	5,000	2,071	7,889		0	0	0	0
6571 SE EMF Saltash Recreation Areas	1,249	29,560	0	10,000	0	39,560		0	0	0	0
6580 SE EMF Public Toilets (Capital Works)	0	0	0	10,000	1,690	8,310		0	0	0	0
6588 EMF Victoria Gardens	0	10,000	0	0	0	10,000		0	0	0	0
6589 EMF Community Tree Planting Initiatives	0	0	0	2,000	0	2,000		2,000	2,000	2,000	2,000
Longstone EMF Expenditure											
7170 LO EMF Longstone Depot Capital Works	0	500	0	0	0	500		0	0	0	0
Total Longstone EMF Expenditure	0	500	0	0	0	500		0	0	0	0
Total Grounds & Premises EMF Expenditure	1,345	45,020	0	27,000	3,761	68,259		2,000	2,000	2,000	2,000
Town & Waterfront EMF Expenditure											
6570 SE EMF Notice Boards (Repair & Replace)	0	1,839	0	0	307	1,532		0	0	0	0
6572 SE EMF Festive Lights (6572)	9,263	1,319	0	10,000	0	11,319		10,000	10,000	10,000	10,000
6573 SE EMF Public Art & Maintenance	0	1,443	0	0	0	1,443		0	0	0	0
6574 SE EMF Salt Bins	264	2,464	0	0	0	2,464		0	0	0	0
6575 SE EMF Street Furniture (New & Replace)	301	2,448	0	0	398	2,050		0	0	0	0
6578 SE EMF Equipment and Vehicles (Capital Works)	15,038	4,749	0	20,000	0	24,749		5,000	5,000	5,000	5,000
6582 SE EMF Town War Memorial (6582)	0	1,978	0	0	0	1,978		0	0	0	0
6584 SE EMF Pontoon Maintenance Costs	4,566	6,131	0	0	73	6,058		0	0	0	0
7000 EMF Staff Contingency (Service Delivery)	30,705	18,534	0	0	0	18,534		0	0	0	0
Total Town & Waterfront EMF Expenditure	60,137	40,905	0	30,000	778	70,127		15,000	15,000	15,000	15,000
Total Service Delivery EMF Expenditure	61,481	85,925	0	57,000	4,539	138,386		17,000	17,000	17,000	17,000
Total Service Delivery Expenditure (Operational & EMF)	328,796	85,925	0	456,614	152,839	389,700		427,960	439,626	451,632	463,986
Total Service Delivery Budget Surplus/ (Deficit)	(313,228)	(85,925)	0	(434,997)	(137,758)	(383,164)		(405,802)	(416,915)	(428,352)	(440,124)

Personnel Committee - Personnel Budget
Saltash Town Council
For the 7 months ended 31 October 2022

Account	Actual Received/Spend 2021/22	EMF Balances B/F 2021/22	To/From Reserves & Budget Virements 2022/23	Budget 2022/23	Actual Received/ Spend YTD 2022/23	Actual Funds Available to Date 2022/23	Notes	Budget 2023/24	Budget 2024/25	Budget 2025/26	Budget 2026/27
Personnel Operating Expenditure											
Personnel Expenditure											
6654 ST Staff Welfare	1,313	0	0	1,538	627	911		1,576	1,615	1,656	1,697
6657 ST SNB Staff Recruitment Advertising	5,254	0	0	6,150	2,974	3,176		6,304	6,461	6,623	6,788
6658 ST SNB Miscellaneous Staffing Expenditure	5	0	0	0	0	0		0	0	0	0
6660 ST Staff Recognition	0	0	200	0	25	175		0	0	0	0
6662 SNB HR Professional Fees	3,141	0	8,745	2,981	4,288	7,438		3,055	3,132	3,210	3,290
Total Personnel Expenditure	9,713	0	8,945	10,669	7,914	11,700		10,935	11,208	11,489	11,775
Total Personnel Operating Expenditure	9,713	0	8,945	10,669	7,914	11,700		10,935	11,208	11,489	11,775
Total Personnel Operating Surplus/ (Deficit)	(9,713)	0	(8,945)	(10,669)	(7,914)	(11,700)		(10,935)	(11,208)	(11,489)	(11,775)
EMF Personnel Expenditure											
6691 ST EMF Legal Fees (Staffing)	1,215	4,785	0	2,000	0	6,785		0	0	0	0
Total EMF Personnel Expenditure	1,215	4,785	0	2,000	0	6,785		0	0	0	0
Total Personnel Expenditure (Operational & EMF)	10,928	4,785	8,945	12,669	7,914	18,485		10,935	11,208	11,489	11,775
Total Personnel Budget Surplus/ (Deficit)	(10,928)	(4,785)	(8,945)	(12,669)	(7,914)	(18,485)		(10,935)	(11,208)	(11,489)	(11,775)

Notes

To/From Reserves & Budget Virements 2022/23

1. £200 from General Reserves to 6660 Staff Recognition - Minute No 88/22/23

1. £8,745.22 - £1,200 from General Reserves to 6662 HR Professional Fees to Cover Additional Costs and £2,795.22 and £4,750 from General Reserves to 6662 HR Professional Fees to cover additional costs - Minute No 88/22/23

Account	Actual Received/S pend 2021/22	EMF Balances B/F 2021/22	To/From Reserves & Budget Virements 2022/23	Budget 2022/23	Actual Received/ Spend YTD 2022/23	Actual Funds to Receive/ Available to Date 2022/23	Notes	Budget 2023/24	Budget 2024/25	Budget 2025/26	Budget 2026/27
Burial Board Operating Income											
Burial Board Income											
4600 BB Cemetery Fees (St. Stephens)	8,692	0	0	7,500	9,783	(2,283)		7,688	7,880	8,077	8,279
4605 BB SLA Payment Grass Cutting	561	0	0	564	585	(21)		578	592	607	622
Total Burial Board Income	9,253	0	0	8,064	10,368	(2,304)		8,266	8,472	8,684	8,901
Total Burial Board Operating Income	9,253	0	0	8,064	10,368	(2,304)		8,266	8,472	8,684	8,901
Burial Board Operating Expenditure											
Burial Board Expenditure											
6100 BB Petrol	279	0	0	400	202	198		410	420	431	442
6101 BB Machinery Maintenance Costs	535	0	0	650	0	650		666	683	700	717
6103 BB Health & Safety	0	0	0	100	0	100		103	105	108	110
6104 BB General Site Maintenance	714	0	0	1,281	0	1,281		1,313	1,346	1,380	1,414
6108 BB Tree Survey & Tree Maintenance	396	0	0	3,312	1,120	2,192		3,395	3,479	3,566	3,656
Total Burial Board Expenditure	1,923	0	0	5,743	1,322	4,421		5,887	6,033	6,185	6,339
Burial Board Staffing Expenditure											
Burial Board Staff Expenses	304	0	0	628	108	6667 - Staff Clothing-£0, 520 6668 - Staff Mobile-£107.90, 6669 Staff travelling-£0		643	658	676	692
6670 ST BB Staff Training (St. Stephens)	133	0	0	481	0	481		493	505	518	531
Burial Board Staffing Costs	17,329	0	0	24,194	10,618	13,576		24,920	25,668	26,438	27,232
Total Burial Board Staffing Expenditure	17,767	0	0	25,303	10,726	14,577		26,056	26,831	27,632	28,455
Total Burial Board Operating Expenditure	19,691	0	0	31,046	12,049	18,997		31,943	32,864	33,817	34,794
Total Burial Board Operating Expenditure	19,691	0	0	31,046	12,049	18,997		31,943	32,864	33,817	34,794
Total Burial Board Operating Surplus/ (Deficit)	(10,438)	0	0	(22,982)	(1,681)	(21,301)		(23,677)	(24,392)	(25,133)	(25,893)
Burial Board EMF Expenditure											
6170 BB EMF Repairs to Cemetery Wall	0	920	0	0	0	920		0	0	0	0
6693 ST BB EMF Staff Contingency (St Stephens)	0	2,800	0	0	0	2,800		0	0	0	0
Total Burial Board EMF Expenditure	0	3,720	0	0	0	3,720		0	0	0	0
Total Burial Board Expenditure (Operational & EMF)	19,691	3,720	0	31,046	12,049	22,717		31,943	32,864	33,817	34,794
Total Burial Board Budget Surplus/Deficit	(10,438)	(3,720)	0	(22,982)	(1,681)	(25,021)		(23,677)	(24,392)	(25,133)	(25,893)

Account	Actual Received/ Spend 2021/22	EMF Balances B/F 2021/22	To/From Reserves & Budget Virements 2022/23	Budget 2022/23	Actual Received/ Spend YTD 2022/23	Actual Funds To Receive/ Available to Date 2022/23	Notes	Budget 2023/24	Budget 2024/25	Budget 2025/26	Budget 2026/27
Library Operating Income											
Library Income											
4517 LI Library - Fines (Collected on behalf of CC)	260	0	0	650	602	48		325	0	0	0
4518 LI Library - Photocopying Fees	372	0	0	800	489	311		820	841	862	883
4524 LI Library Book Sales	339	0	0	300	294	6		308	315	323	331
4526 LI Library Activity Income	0	0	0	250	0	250		256	263	269	276
4527 LI Library Cafe rental income	0	0	0	750	0	750		769	788	808	828
4528 Library Merchandise Income	0	0	0	750	0	750		769	788	808	828
4529 Library Activities Sponsorship	0	0	0	600	0	600		0	0	0	0
Total Library Income	970	0	0	4,100	1,385	2,715		3,247	2,995	3,070	3,146
Total Library Operating Income	970	0	0	4,100	1,385	2,715		3,247	2,995	3,070	3,146
Library Operating Expenditure											
Library Expenditure											
6900 LI Rates - Library	13,473	0	0	14,354	13,473	881		14,713	15,081	15,458	15,844
6901 LI Water Rates - Library	0	0	0	331	0	331		339	348	357	365
6902 LI Gas - Library	1,864	0	0	2,249	408	1,841		2,305	2,363	2,422	2,482
6903 LI Electricity - Library	2,055	0	0	2,000	357	1,643		2,050	2,101	2,154	2,208
6904 LI Fire & Security Alarm - Library	550	0	0	938	692	246		961	985	1,010	1,035
6908 LI Cleaning Materials & Equipment - Library	965	0	0	1,684	423	1,261		1,726	1,769	1,814	1,859
6909 LI Boiler Service & Maintenance - Library	86	0	0	1,031	119	912		1,057	1,083	1,110	1,138
6910 LI General Repairs & Maintenance - Library	908	0	0	2,062	716	1,346		2,114	2,167	2,221	2,276
6911 LI TV License & PRS - Library	57	0	0	144	0	144		0	0	0	0
6913 LI Refreshment Costs - Library	0	0	0	500	0	500		265	271	271	278
6914 LI Equipment - Library	186	0	0	750	49	701		769	788	788	808
6918 LI Professional Fees (Private Contractors)	0	0	0	1,031	0	1,031		1,057	1,083	1,110	1,138
6920 LI Legionella Risk Assessment - Library	455	0	0	450	210	240		461	473	485	497
6921 LI IT & Office Costs - Library	5,127	0	0	1,500	1,654	(154)		1,538	1,576	1,615	1,656
6922 LI Library Activities	1,667	0	30	2,758	1,373	1,415		3,075	3,152	3,231	3,311
6923 LI PWLB Loan Repayment & Interest	0	0	21,500	1,500	12,420	10,580		23,000	23,000	23,000	23,000
Total Library Expenditure	27,393	0	21,530	33,282	31,894	22,918		55,430	56,240	57,046	57,895
Library Staffing Expenditure											
Library Staff Expenses	411	0	0	1,947	50	1,898	6680 ST clothing-£0, 6681 ST travel-£49.50	1,996	2,046	2,097	2,149
6682 ST LI Staff Training (Library)	592	0	0	1,000	0	1,000		1,025	1,051	1,077	1,104
Library Staffing Costs	111,702	0	0	124,372	60,231	64,141		128,105	131,947	135,907	139,983
Total Library Staffing Expenditure	112,705	0	0	127,319	60,280	67,039		131,126	135,044	139,081	143,236
Total Operating Expenditure	140,098	0	21,530	160,601	92,174	89,957		186,556	191,284	196,127	201,131
Total Library Operating Expenditure	140,098	0	21,530	160,601	92,174	89,957		186,556	191,284	196,127	201,131
Total Library Operating Surplus/ Deficit	(139,127)	0	(21,530)	(156,501)	(90,789)	(87,242)		(183,309)	(188,289)	(193,057)	(197,985)
Library EMF Expenditure											
6971 LI EMF Saltash Library Property Refurbishment	4,114	24,174	199,930	0	9,283	214,821		0	0	0	0
6972 LI EMF Library Equipment & Furniture	18,771	13,146	0	(144)	830	12,172		0	0	0	0
6973 LI EMF Loan Repayments	0	44,500	(21,500)	0	0	23,000		0	0	0	0
6974 LI EMF Tresorys Kernow Funding	0	0	1,350	0	1,240	110		0	0	0	0
6698 ST LI EMF Staff Contingency (Library)	0	3,844	0	11,156	0	15,000		0	0	0	0
Total Library EMF Expenditure	22,885	85,664	179,780	11,012	11,353	265,103		0	0	0	0
Total Library Expenditure (Operational & EMF)	162,983	85,664	201,310	171,613	103,527	355,060		186,556	191,284	196,127	201,131
Total Library Budget Surplus/ (Deficit)	(162,013)	(85,664)	(201,310)	(167,513)	(102,143)	(352,344)		(183,309)	(188,289)	(193,057)	(197,985)

To/From Reserves & Budget Virements 2022/23

1. £21,500 vired from 6973 EMF Loan Repayments to 6923 PWLB Loan Repayments/ Interests for 2022/23 Loan Repayment - Minute No 124/21/22
2. £199,930 PWLB Loan received on 1st April for the Library Refurbishment Works
3. £1,215 received from Tresorys Kernow Funding - Big Green Environment Show
4. £242 Vired from 6922 LI Library Activities to 6913 LI Refreshment Costs - Library Minute no. 29/22/23
5. £144 Vired from 6972 LI EMF Library Equipment & Furniture to 6911 LI TV License & PRS - Library - Minute no 30/22/23

Account	Actual Received/ Spend 2021/22	EMF Balances B/F 2021/22	To/From Reserves & Budget Virements 2022/23	Budget 2022/23	Actual Received/ Spend YTD 2022/23	Actual Funds To Receive/ Available to Date 2022/23	Notes	Budget 2023/24	Budget 2024/25	Budget 2025/26	Budget 2026/27
Maurice Huggins Operating Income											
Maurice Huggins Income											
4207 GH Maurice Huggins Room Income	458	0	0	1,000	904	96		1,025	1,051	1,077	1,104
Total Maurice Huggins Income	458	0	0	1,000	904	96		1,025	1,051	1,077	1,104
Total Maurice Huggins Operating Income	458	0	0	1,000	904	96		1,025	1,051	1,077	1,104
Maurice Huggins Operating Expenditure											
Maurice Huggins Expenditure											
7000 MA Rates - Maurice Huggins	209	0	0	441	429	12		452	463	475	487
7001 MA Water Rates - Maurice Huggins	115	0	0	359	98	261		368	377	386	396
7003 MA Electricity - Maurice Huggins	472	0	0	1,025	124	901		1,051	1,077	1,104	1,131
7004 MA Fire & Security Alarm - Maurice Huggins	281	0	0	162	162	0		166	170	174	179
7008 MA Cleaning Materials & Equipment - Maurice Huggins	3	0	0	300	240	60		308	315	323	331
7010 MA General Repairs & Maintenance - Maurice Huggins	251	0	0	513	15	498		525	538	552	566
7018 MA Professional Costs - Maurice Huggins	0	0	0	513	0	513		525	538	552	566
7020 MA Legionella Risk Assessment - Maurice Huggins	455	0	0	328	210	118		336	345	353	362
Total Maurice Huggins Expenditure	1,786	0	0	3,641	1,278	2,363		3,731	3,823	3,919	4,018
Total Maurice Huggins Operating Expenditure	1,786	0	0	3,641	1,278	2,363		3,731	3,823	3,919	4,018
Total Maurice Huggins Operating Surplus/ (Deficit)	(1,329)	0	0	(2,641)	(374)	(2,267)		(2,706)	(2,772)	(2,842)	(2,914)
Maurice Huggins EMF Expenditure											
6472 EMF Maurice Huggins Room	0	214	0	0	0	214		0	0	0	0
7071 MA EMF Maurice Huggins (Furniture & Sundry Items)	0	606	0	0	0	606		0	0	0	0
Total Maurice Huggins EMF Expenditure	0	820	0	0	0	820		0	0	0	0
Total Maurice Huggins Expenditure (Operational & EMF)	1,786	820	0	3,641	1,278	3,183		3,731	3,823	3,919	4,018
Total Maurice Huggins Budget Surplus/ (Deficit)	(1,329)	(820)	0	(2,641)	(374)	(3,087)		(2,706)	(2,772)	(2,842)	(2,914)

Account	Actual Received/ Spend 2021/22	EMF Balances B/F 2021/22	To/From Reserves & Budget Virements 2022/23	Budget 2022/23	Actual Received/ Spend YTD 2022/23	Actual Funds To Receive/ Available to Date 2022/23	Notes	Budget 2023/24	Budget 2024/25	Budget 2025/26	Budget 2026/27
Isambard House Operating Income											
Isambard House Income											
4301 SA Isambard House - Bookings	1,962	0	0	5,000	4,113	888		5,125	5,253	5,384	5,519
4302 SA Isambard - Refreshment Income	22	0	0	1,000	20	980		1,025	1,051	1,077	1,104
Total Isambard House Income	1,983	0	0	6,000	4,133	1,868		6,150	6,304	6,461	6,623
Total Isambard House Operating Income	1,983	0	0	6,000	4,133	1,868		6,150	6,304	6,461	6,623
Isambard House Operating Expenditure											
Isambard House Expenditure											
6800 SA Rates - Isambard House	3,543	0	0	3,750	3,543	207		3,844	3,940	4,039	4,140
6801 SA Water Rates - Isambard House	(53)	0	0	586	0	586		601	616	631	647
6802 SA Gas - Isambard House	902	0	0	2,430	(197)	2,627		2,490	2,553	2,617	2,682
6803 SA Electricity - Isambard House	(159)	0	0	3,608	2,442	1,166		3,698	3,790	3,885	3,982
6804 SA Fire & Security Alarm - Isambard House	774	0	0	978	644	334		1,002	1,027	1,053	1,079
6808 SA Cleaning Materials & Equipment - Isambard House	1,669	0	0	1,538	950	588		1,576	1,615	1,656	1,697
6810 SA General Repairs & Maintenance - Isambard House	445	0	0	750	191	559		769	788	808	828
6811 SA TV License & PRS - Isambard House	0	0	0	2,132	0	2,132		2,185	2,240	2,296	2,353
6813 SA Refreshments Costs - Isambard House	552	0	0	210	0	210		215	221	226	232
6814 SA Equipment - Isambard House	954	0	0	989	0	989		1,014	1,039	1,065	1,092
6818 SA Professional Costs - Isambard House	250	0	1,500	1,052	0	2,552		1,078	1,105	1,133	1,161
6821 SA IT & Office Costs - Isambard House	0	0	(500)	1,000	0	500		1,025	1,051	1,077	1,104
6822 SA Activities & Events	0	0	(1,000)	2,000	0	1,000		2,050	2,101	2,154	2,208
Total Isambard House Expenditure	8,877	0	0	21,023	7,573	13,450		21,547	22,086	22,640	23,205
Isambard House Staffing Expenditure											
6671 Staff Expenses - Isambard House	0	0	0	256	0	256		263	269	276	283
6672 ST SA Staff Training - Isambard House	0	0	0	1,025	0	1,025		1,051	1,077	1,104	1,131
6627 ST SA Caretaking & Cleaning Staff - Gross Pay - Isambard House	0	0	0	6,814	0	6,814		7,019	7,229	7,446	7,670
Total Isambard House Staffing Expenditure	0	0	0	8,095	0	8,095		8,333	8,575	8,826	9,084
Total Operating Expenditure	8,877	0	0	29,118	7,573	21,545		29,880	30,661	31,466	32,289
Total Isambard House Operating Expenditure	8,877	0	0	29,118	7,573	21,545		29,880	30,661	31,466	32,289
Total Isambard House Operating Surplus/ (Deficit)	(6,893)	0	0	(23,118)	(3,440)	(19,678)		(23,730)	(24,357)	(25,005)	(25,666)
Isambard House EMF Expenditure											
6473 SA EMF Station Building (Purchase & Capital Works)	40,967	92,745	0	0	35,000	57,745		0	0	0	0
6870 SA EMF Isambard House	6,508	18,492	0	0	0	18,492		0	0	0	0
6871 SA EMF Tresorys Kernow Funding	0	0	2,500	0	0	2,500		0	0	0	0
6695 ST SA EMF Staff Contingency - Isambard House	0	2,000	0	0	0	2,000		0	0	0	0
Total Isambard House EMF Expenditure	47,476	113,237	2,500	0	35,000	80,737		0	0	0	0
Total Isambard House Expenditure (Operational & EMF)	56,352	113,237	2,500	29,118	42,573	102,282		29,880	30,661	31,466	32,289
Total Isambard House Budget Surplus/ (Deficit)	(54,369)	(113,237)	(2,500)	(23,118)	(38,440)	(100,415)		(23,730)	(24,357)	(25,005)	(25,666)

Notes

- To/From Reserves & Budget Virements 2022/23
- 1.£2,250 received from Tresorys Kernow Funding - 6871 EMF Tresorys Kernow Funding
 2. £1,000 vired from 6822 SA Activities & Events & £500 vired from 6821 SA IT & Office Costs - Isambard House. Both transferred to 6818 SA Professional Costs - Isambard House. - 8/22/23

Finance Officers Report

Proposed Saving Accounts for Members consideration:

Many of the accounts available today are less competitive than those on offer when I produced my last report, however they do offer the best investment opportunities for minimising the loss of reserves through inflation available to businesses right now.

Nationwide 95 day Saver

95 day notice to access- no mechanism to expedite	1.6%AER Variable – No interest earned below £5,000	No fees/charges to access account
£500 minimum withdrawal	Credit rating A-Evolving	£10,000,000 limit on account

Aldermore Bank – Easy Access Account Issue 8

No notice required/no penalties	1.25%AER Variable	£1,000,000 limit on account
Umbrella company FirstRand credit rating is BB - Stable	No credit rating as does not issue bonds or shares	

Virgin Money 95 day Business notice account

95 days minimum notice- no mechanism to expedite	1.61% AER Variable	No fees/charges to access funds
£1 minimum withdrawal	Credit rating Baa1 - Stable	No limit on account mentioned

End of Report

Finance Officer



Notice to Policyholders

This document provides the details of some important changes to your AXIS Marine Trade Commercial Combined Policy Wording.

It is not a record of the terms, conditions and exclusions applicable to each individual policy and you should refer to your policy wording and any documentation issued in conjunction with your policy wording for further information.

Please contact your broker or insurance agent if you have any questions regarding these changes.

Cancellation

The Cancellation clause (Warranty 6) has been updated as follows:

Your Rights

Please contact Your Broker if You wish to cancel this insurance Policy. You must return Your certificate of Employers' Liability insurance if one has been issued.

If cover has not yet commenced, You will be entitled to a full refund of the premium paid.

If You cancel the Policy at any other time, We will make a proportionate charge for the time We have provided cover (based on the number of days the policy was in force), with the full premium being payable if a claim has been made, including a claim which is under consideration, or if You are aware of an incident which is likely to result in a claim.

Premium Payment

The Premium Payment clause (Warranty 7) has been updated as follows:

It is a condition precedent to the liability of the Insurers that the premium is paid within 60 days of inception.

If the premium is not paid, We may cancel this Policy by sending 14 days' notice in writing to Your last known address. We will make a proportionate charge for the time We have provided cover (based on the number of days this Policy was in force), with the full premium being payable if a claim has been made, including a claim which is under consideration, or if You are aware of an incident which is likely to result in a claim.

If the premium is paid before the notice period expires We will automatically revoke notice of cancellation. If not, the Policy will automatically terminate at the end of the notice period.

In the event that the premium is not paid within 60 days of inception, You will be in breach of this condition and We will have no liability under this Policy in respect of losses occurring or attributable to something happening between the date of the breach and the date that the breach is remedied.

Section B - Public Liability and Section C - Products Liability

Defence Costs are now included within the Indemnity Limit applicable to these sections.

Section F1 - Financial Risks

Special Conditions have been added to Extensions g, h, l, j, k, l, m, n, o, p, q, r, s, t, u, v, w, x and y to state:

- 1) The Maximum Indemnity Period shall not exceed 3 months.
- 2) The Indemnity Period shall commence 24 hours after the start of the failure of supply.
- 3) Maximum Sum Insured not to exceed £25,000.

General Exclusions

Three new exclusions have been added.

4. Coronavirus Exclusion

Not applicable to Section A - Employers' Liability.

This Insurance does not cover any claim in any way caused by or resulting from:

- a) Coronavirus disease (COVID-19);
- b) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- c) any mutation or variation of SARS-CoV-2;
- d) any fear or threat of a), b) or c) above.

5. Cyber Exclusion (TOTAL)

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, this Policy excludes any Cyber Loss.
2. If the Underwriters allege that by reason of this exclusion any Cyber Loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

3. This exclusion does not apply to a claim that would otherwise be covered under the Employers' Liability section of this Policy. This cover is limited to the first £5,000,000 of any one claim or series of claims arising out of any one occurrence (inclusive of defence costs).

Definitions

For the purposes of this Exclusion:

1. "Cyber Loss" means all actual or alleged Injury or Damage or any other injury or damage of any kind, or any loss, liability, compensation, or statutory fine or penalty or any other cost or expense whatsoever, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Incident.
2. "Cyber Incident" means:
 - 2.1 an unauthorised or malicious act or series of related unauthorised or malicious acts, regardless of time and place, or the threat or hoax thereof; and/or
 - 2.2 a failure to act, any error or omission or accident or series of related failures to act, errors or omissions or accidents; and/or
 - 2.3 a breach of duty, statutory duty or regulatory duty or trust or series of related breaches of duty, statutory duty or regulatory duty or trust; involving access to, processing of, use of or operation of any Computer System or any data by any person or group(s) of persons.
3. "Computer System" means any computer, hardware, software, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or data storage device, networking equipment or back up facility.

6. Offshore Exclusion

This Insurance excludes all liability in respect of any claim arising out of offshore activities as defined herein.

Insurance Product Information Document

Company: AXIS Managing Agency Ltd

Product: Marine Trade Commercial Combined

This insurance is provided by AXIS Managing Agency Ltd which is registered in the UK. AXIS Managing Agency Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 754962.

This document provides a summary of your insurance cover and any exclusions and restrictions. It is not personalised to your individual selections and the full terms and conditions, including the general policy limits and sums insured, can be found in your Policy Wording, the Schedule and any Endorsement which may apply.

What is this type of insurance?

Depending on the coverage options selected by you, this policy provides indemnity for claims relating to Employers' Liability, Public Liability, Products Liability, Material Damage, Marine Material Damage and Financial Risks.



What is insured?

- ✓ Employers' Liability: Your legal liability to pay damages for injury to persons employed, including defence costs.
- ✓ Public Liability: Your legal liability to pay damages for accidental bodily injury and/or accidental damage incurred in connection with your business, including defence costs.
- ✓ Products Liability: Your legal liability to pay damages for accidental bodily injury and/or accidental damage in connection with your products, including defence costs.
- ✓ Material Damage: Accidental loss or damage to property at the premises, away from the premises, during transit or while temporarily at an exhibition site.
- ✓ Marine Material Damage: Loss or damage to vessels, trailers, personal property and vessels in construction.
- ✓ Financial Risks: Business interruption, loss of money and assault.



What is not insured?

Claims caused by, resulting from or in any way connected to:

- ✗ Nuclear reaction, nuclear explosion, nuclear radiation or radioactive contamination, unless specifically stated otherwise.
- ✗ Any act of terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, unless specifically stated otherwise.
- ✗ Asbestos or asbestos fibres, unless specifically stated otherwise.
- ✗ The use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system, unless specifically stated otherwise.
- ✗ Coronavirus disease (Covid-19), Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) or any mutation or variation of SARS-CoV-2, or the fear or threat of any of these diseases.
- ✗ Cyber loss.
- ✗ Offshore activities.

Other exclusions apply as set out in your policy documentation.



Are there any restrictions on cover?

- ! Endorsements may apply to your policy. These will be shown in your Schedule.
- ! Certain limitations may apply to your policy. For example:
 - the Excess (the amount you have to pay towards any claim);
 - monetary limits for certain items or types of cover;
 - in respect of Product Liability cover, a claim must be reported no later than 6 months after the expiry of the policy;
 - in respect of Directors and Officers cover, a claim must be reported within 30 days of the Extended Reporting Period or within 30 days of the expiry of the policy.

Other restrictions apply as set out in your policy documentation.



Where am I covered?

- ✓ You are covered within the Territorial Limits stated in the Schedule and in respect of the Overseas Personal Liability Extension (if applicable), for overseas visits not exceeding three consecutive months.



What are my obligations?

It is your responsibility to:

- Take reasonable care to ensure that all information provided by you or on your behalf is honest and accurate.
- Take reasonable precautions to prevent a loss and cease any activity that has given rise, or could give rise to, a loss.
- Exercise care in the selection and supervision of employees.
- Comply with all statutory requirements and safety regulations.
- Comply with the terms and conditions of your policy.
- Notify us as soon as possible of incidents which have or could give rise to a claim but in any event, within any limitation periods which may apply.
- Give us the information and assistance we need to administer your policy and handle any claims.
- Send us any letter, court order, summons or other legal document which relates to a claim without delay.
- Check your policy documentation, with particular attention to your Schedule, to make sure you have the coverage you need and expect.

Failure to meet your obligations could result in a claim being rejected, a reduction in the amount we pay or the cancellation of your policy.



When and how do I pay?

The premium for this policy is shown in your Schedule and must be paid to your insurance broker or agent within the time period specified.



When does the cover start and end?

Your policy will start and end on the dates specified as the Period of Insurance in your Schedule, unless it is cancelled by you or by us before it ends. Our right to cancel is limited as set out in the policy.



How do I cancel the contract?

If you wish to cancel your policy and cover has not yet commenced, you will be entitled to a full refund of the premium paid. If you wish to cancel your policy at any other time, we will make a proportionate charge for the time we have provided cover, with the full premium being payable if a claim has been made, including a claim which is under consideration, or if you are aware of an incident which is likely to result in a claim.

You should contact your insurance broker or agent if you wish to cancel your policy.



**Marine Trade
Commercial Combined
Policy Wording
2021**

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Introduction

Thank you for choosing AXIS Managing Agency Ltd for Your insurance.

This Policy is aimed at specialised, small to medium size marine & maritime businesses. It can be tailored to suit Your needs and We can provide cover for:

- Employers' Liability
- Public Liability
- Products Liability
- Material Damage
- Marine Material Damage
- Financial Risks

Each Section of this Policy, the Schedule and any Endorsement(s), together with this Introduction and the General Policy Definitions, Exclusions and Conditions, should be read as one document.

Any word or expression given a specific meaning in this Policy, the Schedule, any Endorsement(s), this Introduction or the General Policy Definitions, Exclusions and Conditions will have the same meaning throughout the Policy unless specified otherwise.

All terms in the Policy Definitions, Policy Conditions and Warranties and General Policy Exclusions sections of this Policy (the General Terms) will apply to all Sections, Extensions and Endorsements in addition to any special terms contained in the Sections, Extensions and Endorsements (the Special Terms). Where any Special Terms are inconsistent with the General Terms, the Special Terms will apply in preference.

In consideration of payment of the premium the Insurers are bound to indemnify the Insured within the Terms, Exclusions, Conditions and Limits of this Policy against the Loss or Damage or liability set out in the operative Sections, as set out in the Schedule, and occurring in connection with the Business during the Period of Insurance or any subsequent period for which the Insurers agree to accept payment of premium.

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Policy Definitions

The following words and phrases are applicable to the whole Policy and all extensions wherever they appear starting with a capital letter (except where expressly indicated otherwise).

Boat means any small craft, tender or dinghy (not including life rafts or jet skis) forming part of the Vessel's equipment, declared to Insurers and specified in the Schedule.

Bona Fide Sub-Contractors means any sub-contractor engaged by the Insured supplying both labour and materials for the purpose of the contract under which they are engaged.

Buildings means the building or buildings (including their annexes and small outbuildings; conveyors, trunks, lines, wires, service pipes and similar property on the premises and extending as far as the public mains, but only to the extent of the Insured's legal responsibility; walls, gates and fences, all the property of the Insured or for which the Insured is legally responsible) forming part of the Premises which meet all of the following requirements:

- a) they are built of brick stone or concrete or other non-combustible materials including profile steel unless otherwise stated in the Schedule; and
- b) they are roofed with concrete, asphalt tiles, slates, metal, sheets or slabs composed entirely of incombustible mineral ingredients unless otherwise stated in the Schedule; and
- c) they incorporate permanent foundations below ground level unless otherwise stated in the Schedule and
- d) they are capable of being properly secured.

Business means Your business specified in the Schedule conducted at or from premises in the Insured Territories and includes:

- a) ownership, repair and maintenance of Your own property; and
- b) provision and management of canteen, social, sports, first aid, firefighting and welfare organisations for the benefit of any Person Employed.

Clothing and Personal Effects means items owned by a director, partner or employee and worn or carried by the director, partner or employee.

Computer Equipment means:

- a) all computer equipment (including interconnecting wiring, fixed disks and telecommunications equipment, computer system hardware, program or software or any microchip, integrated circuit or similar device in computer or non-computer equipment) used for the storage and communication of electronically processed data; and
- b) data carrying materials comprising all current and back-up computer programs and information contained on magnetic or optical disks and magnetic tapes.

Defence Costs means costs incurred with Our prior written consent to defend a criminal trial in the courts of England or Wales.

Electronic Data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment, including programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Endorsement(s) means an amendment to the terms of this Policy, issued by Us and expressly intended to form part of this Policy.

Excess means the amount of Your retained liability as stated in the Schedule

Exhibition Property means Property Insured whilst temporarily removed to any exhibition site (including In Transit to and from such site) in the Insured Territories.

Financial Loss means any monetary loss unaccompanied by Injury or damage.

Indemnity Limit means the maximum amount that the Insurers will pay under this Policy as stated in the Schedule.

Injury means death, bodily injury, illness or disease of or to any person.

Insured Territories means Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

In Transit means being carried from the time the Property Insured is loaded to the time it is unloaded at its destination including:

- a) loading and unloading; and
- b) the use of recognised “roll-on-roll-off” vehicle ferries provided no unloading or reloading of the vehicle is involved.

Intruder Alarm Installation means the component parts detailed in the alarm specification and the lines of communication used to transmit signals.

Keyholder means the Insured or any person or keyholding company authorised by the Insured who is available at all times to accept notification of faults or alarm signals relating to the Intruder Alarm Installation and allow access to the Premises.

Latent Defect means a defect that is not discoverable by the exercise of reasonable care or by an inspection that the Insured undertakes or ought reasonably to cause to be undertaken.

Liquidated Damages means a fixed sum, as agreed by the parties to a contract, which becomes payable in the event of breach of contract.

Loss or Damage means accidental loss of or accidental damage to tangible property.

Money means cash (notes and coins), cheques, Giro cheques, travellers cheques, postal or money orders, bankers’ drafts, current postage and revenue stamps, unused units in postage stamp franking machines, National Insurance stamps, stamped or franked National Insurance cards, National Savings stamps, National Savings Policies, Premium Bonds, Holiday-with-Pay, stamps, bills of exchange, credit and debit card sales, vouchers, luncheon vouchers, consumer redemption vouchers, trading stamps, gift tokens, VAT purchase invoices or gaming and amusement machine tokens all pertaining to the Business and belonging to or being the responsibility of the Insured.

Occurrence means an accident including continuous or repeated exposure to substantially the same general conditions which results in Injury or Loss or Damage neither expected nor intended by You.

Offshore, means it is understood and agreed that for the purpose of this Agreement an Insured's employees shall be deemed to be “Offshore” as from the time when they embark onto a conveyance at the point of final departure to an offshore rig or offshore platform. All such employees shall continue

to be deemed to be “Offshore” until such time as they disembark from the conveyance onto land upon their return

Overnight means from 21:00 hours or whenever the vehicle or Trailer was last occupied, whichever is the earlier, to 06:00 hours or until the vehicle is first used, whichever is the later. **Period of Insurance** means the period of insurance stated in Your Schedule.

Person Employed means a person under a contract of service or apprenticeship with You or a self-employed person, a person under a work experience scheme or a person hired or borrowed by You who is working for You in connection with the Business.

Personal Property means the personal effects of the Insured or of the Insured’s family (and crew’s clothes provided by the Insured) whilst on board or in use in connection with the Vessel.

Policy means this policy wording, the Schedule and any Endorsements or other documentation expressly incorporated into this policy.

Premises means the premises stated in the Schedule.

Product means any tangible property, after it has left the custody or control of the Insured, which has been designed, specified, formulated, manufactured, constructed, installed, erected, sold, hired out, supplied, distributed, treated, processed, serviced, altered or repaired by or on behalf of the Insured in connection with the Business.

Property Insured means the property, including Vessels, Vessels in Construction, Trailers and other items specified in the Schedule, used in connection with the Business.

Punitive or Exemplary Damages means additional damages awarded in excess of a claimant’s loss.

Responsible Person means the Insured or any other person authorised by the Insured to be responsible for the security of the Premises.

Schedule means the document confirming the details of the Insured and sets out what is covered by this Policy.

Sum Insured means the sum insured entered in the Schedule in relation to any Property Insured.

Temporary Visit means a visit lasting no longer than ninety consecutive days.

Terrorism means an act, including but not limited to, the use of force or violence and/or the threat of force of violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Trailer means the Insured’s Trailer or Trailers declared to Insurers and listed in the Schedule or specifically covered by this Policy.

Unattended Vehicle or Trailer means where there is no one charge keeping the vehicle or Trailer under observation with a reasonable prospect of preventing any unauthorised interference.

Unoccupied means Buildings that are empty or untenanted for 30 consecutive calendar days or no longer in active use.

Vessel means the Insured's Vessel or Vessels declared to Insurers and specified in the Schedule together with its sails, machinery, Boat, gear and equipment and outboard motor but not including:

- a) consumables such as food, lubricants, fuel, unapplied paint and the like; or
- b) the Trailer, Personal Property, diving, fishing or sporting equipment, moorings not carried on board, winter covers and mobile phones.

Vessel In Construction means a Vessel or Vessels in construction declared to Insurers and specified in the Schedule, including its sails, machinery, gear and equipment as from time to time may form part of the Vessel, but not including:

- a) consumables such as food, lubricants, fuel, unapplied paint and the like;
- b) the Personal Property of any person;
- c) diving, fishing or sporting equipment; and
- d) moorings not carried on board.

You/ Your/ Insured means:

- a) the person persons or corporate body named in the Schedule; and
- b) subsidiary companies of the Insured notified to and accepted in writing by the Insurer.

We/ Our/ Us/ Insurer(s) means AXIS Managing Agency Ltd for an on behalf of Certain Underwriters at Lloyd's and/or any subscribing underwriters as stated in the Schedule.

AXIS Managing Agency Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number 754962). AXIS Managing Agency Ltd is the managing agent of AXIS Syndicate 1686 at Lloyd's and subject to the supervision of the Society of Lloyd's. AXIS Managing Agency Ltd is registered at 52 Lime Street, London EC3M 7AF (Company Number 08702952).

Policy Conditions and Warranties

Duty of Fair Presentation

- 1) If, prior to entering into this insurance contract, the Insured shall breach the duty of fair presentation, the remedies available to the Insurer are set out below.
 - a) If the Insured's breach of the duty of fair presentation is deliberate or reckless:
 - i) The Insurer may avoid the contract, and refuse to pay all claims; and
 - ii) The Insurer need not return any of the premiums paid.
 - b) If the Insured's breach of the duty of fair presentation is not deliberate or reckless, the Insurer's remedy shall depend upon what the Insurer would have done if the Insured had complied with the duty of fair presentation:
 - i) If the Insurer would not have entered into the contract at all, the Insurer may avoid the contract and refuse all claims, but must return the premiums paid.
 - ii) If the Insurer would have entered into the contract, but on different terms (other than terms relating to the premium), the contract is to be treated as if it had been entered into on those different terms from the outset, if the Insurer so requires.
 - iii) In addition, if the Insurer would have entered into the contract, but would have charged a higher premium, the Insurer may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, the Insurer shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged} / \text{higher premium}) \times 100$.
- 2) If, prior to entering into a variation to this insurance contract, the Insured shall breach the duty of fair presentation, the remedies available to the Insurer are set out below.
 - a) If the Insured's breach of the duty of fair presentation is deliberate or reckless:
 - i) The Insurer may by notice to the Insured treat the contract as having been terminated from the time when the variation was concluded; and
 - ii) The Insurer need not return any of the premiums paid.
 - b) If the Insured's breach of the duty of fair presentation is not deliberate or reckless, the Insurer's remedy shall depend upon what the Insurer would have done if the Insured had complied with the duty of fair presentation:
 - i) If the Insurer would not have agreed to the variation at all, the Insurer may treat the contract as if the variation was never made, but must in that event return any extra premium paid.
 - ii) If the Insurer would have agreed to the variation to the contract, but on different terms (other than terms relating to the premium), the variation is to be treated as if it had been entered into on those different terms, if the Insurer so requires.
 - iii) If the Insurer would have increased the premium by more than it did or at all, then the Insurer may reduce proportionately the amount to be paid on a claim arising out of

events after the variation. In those circumstances, the Insurer shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged} / \text{higher premium}) \times 100$.

- iv) If the Insurer would not have reduced the premium as much as it did or at all, then the Insurer may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, the Insurer shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged} / \text{reduced total premium}) \times 100$.

Nothing in these clauses is intended to vary the position under the Insurance Act 2015.

Warranties

If the Insured breaches a warranty in this insurance contract, the Insurer's liability under the contract will be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). The Insurer will have no liability to the Insured for any loss which occurs, or which is attributable to something happening, during the period when the Insurer's liability is suspended.

1. Due Observance

Observance of the terms of this Policy relating to anything to be done or complied with by the Insured is a condition precedent (whether or not expressly described as such) to any liability of the Insurer except insofar as is necessary to comply with the requirements of any legislation enacted in the Insured Territories relating to compulsory insurance of legal liability to employees.

2. Change of Risk

The Insured must give notice to the Insurer as soon as possible of any alteration or any change of circumstances which materially affects the risk. On receipt of such notice Insurers may cancel the Policy with immediate effect or adjust the terms of the Policy as required. If the Insured fails to give such notice the Policy will terminate automatically with immediate effect.

3. Reasonable Care

It is a condition precedent to any liability of the Insurers to make any payment under this Policy that the Insured will:

- a) at their own expense, take all reasonable precautions to prevent Injury, Loss or Damage to Property Insured and third party property and the sale or supply of Products which are defective in any way, and cease any activity which may give rise to liability under this Policy;
- b) exercise care in the selection and supervision of Persons Employed;
- c) as soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime, take additional precautions as the circumstances require;
- d) comply with all statutory requirements and other safety regulations imposed by any government or regulatory authority; and
- e) maintain the Premises, plant and everything used in the Business in a good state of repair.

4. Bona Fide Sub-Contractors

It is a condition precedent to the liability of the Insurers that all Bona Fide Sub-Contractors engaged by the Insured have, in full force and effect throughout the duration of their contract with the Insured, insurances as follows:

- a) Employers' Liability insurance in respect of their liability at law for Injury to any person in the employment of the sub-contractor, including any labour master or labour-only sub-contractor or person supplied or employed by them.
- b) Public/Products Liability insurance in respect of their liability at law for Injury or Loss or Damage with a Limit of Indemnity of at least GBP 2,000,000 any one Occurrence or series of Occurrences arising out of one original cause.
- c) Marine Liability Insurance in respect of their liability at law for Loss or Damage to vessels and other third party property in their care, custody and control, with a limit of indemnity of at least GBP 1,000,000 any one Occurrence or series of Occurrences arising out of one original cause.

It is a further condition precedent to the liability of the Insurers that:

- a) Such insurances contain an "Indemnity to Principals" clause.
- b) The Insured must obtain and retain a copy of written evidence of such insurances.

5. Burning and Welding

It is a condition precedent to the liability of the Insurers that the following precautions are adhered to on each occasion where the Insured or persons acting on behalf of the Insured are using any oxyacetylene or electric welding or cutting plant or any blow torch:

- a) The immediate area in which the operation is to be carried out must be segregated to the greatest practicable extent by the use of screens made of metal and/or fire-retardant material.
- b) The whole of this segregated area must be adequately cleaned and freed from combustible material before operations commence.
- c) Combustible floors/substances in or surrounding this segregated area must be liberally covered with sand or protected by overlapping sheets of incombustible material.
- d) Where work is being carried out in any enclosed area an additional employee of the Insured or an employee of the occupier shall be present at all times to guard against an outbreak of fire.
- e) No work shall be carried out unless specifically authorised by the occupier who should also be asked to approve the safety arrangements.
- f) Before commencement of work the Insured must complete appropriate written Method Statements and Risk Assessments which must be retained and produced to Insurers in the event of a claim.
- g) The following must be kept available for immediate use near the scene of operations:
 - i) suitable fire extinguishers; and/or
 - ii) hoses connected up in readiness for immediate use and tested prior to the commencement of the work.
- h) A thorough examination must be made in the vicinity of the work approximately one hour after the termination of each operation. In the event that is not practicable for such examination to be carried out by the Insured's own employee then appropriate arrangements must be made with the occupier.
- i) Before "burning off" metal work built into or projecting through walls or partitions, an examination should be made to confirm that the other end of the metal is not in a hazardous proximity to combustible material which may be ignited by the conduction of heat.

Furthermore, where the Insured or persons acting on behalf of the Insured burns debris away from their Premises, it is a condition precedent to the liability of the Insurers that the following precautions are taken on each occasion:

- i) fires to be in a cleared area and at a distance of at least ten yards from any property;
- ii) fire not to be left unattended at any time;
- iii) a suitable fire extinguisher to be kept available for immediate use; and
- iv) fires to be extinguished at least one hour prior to leaving site at the end of each working day.

6. Flammable Liquids and Liquid Petroleum Gas Regulations

You warrant to us that you will comply with the Highly Flammable Liquids and Liquid Petroleum Gases Regulations 1972 or any amendments, modifications or re-enactment of them.

7. Fire Extinguishing Appliance - 12 monthly maintenance

You warrant to us that all fire extinguishing appliances situated at the Premises shall be professionally inspected and maintained annually.

8. Stillage Warranty

You warrant to us that all stock, materials in trade and work in progress is and will be kept at least 15 centimetres above the floor level.

9. Waste and Cloth Warranty

You warrant to us that:

- a) All oily and/or dirty waste and/or oily and/or grease cloths will be kept outside of working hours in metal receptacles which have metal lids which shall be closed; and
- b) Any other trade refuse will be collected or swept up and bagged daily and removed from the premises at least weekly and not allowed to accumulate.

10. Electrical Circuit Warranty

You warrant to us that:

- a)
 - i) All electrical circuits will be tested within 30 days of the commencement of the warranty; or
 - ii) You have any existing certificate of a test carried out not more than 5 years prior to the commencement of the warranty; and
 - iii) All electrical circuits will be tested at least once in every 5 years from the date of the last test by a properly qualified electrical engineer; and
- b) Any defects found during such testing will be remedied or any recommendation made will be carried out immediately in accordance with the requirements and regulations of the Institute of Electrical Engineers; and
- c) You will have obtained a certificate confirming the appropriate works have been undertaken; and
- d) You will make such certificate available to us on our request

11. Cancellation

Your Rights

Please contact Your Broker if You wish to cancel this insurance Policy. You must return Your certificate of Employers' Liability insurance if one has been issued.

If cover has not yet commenced, You will be entitled to a full refund of the premium paid.

If You cancel the Policy at any other time, We will make a proportionate charge for the time We have provided cover (based on the number of days the policy was in force), with the full premium being payable if a claim has been made, including a claim which is under consideration, or if You are aware of an incident which is likely to result in a claim.

We reserve the right on refunding any premium paid.

Our Rights

We may cancel this Policy, by sending 30 days written notice to Your last known postal address. We will only cancel this Policy for a valid reason. Valid reasons include but are not limited to the following:

- a) Where We reasonably suspect fraud.
- b) Where You are required in accordance with the terms of this insurance to co-operate with Us, or send Us information or documentation within a given time period specified by Us and You fail to do so in a way that materially affects Our ability to process a claim or Our ability to defend Our interests.
- c) Where We are made aware of changes in Your circumstances which mean that it is no longer possible for Us to continue to provide cover under this Policy.
- d) Use of threatening or abusive behaviour or language, or intimidation or bullying of Our staff or suppliers.

If We cancel the Policy under this section, You will in respect of the cancelled cover, less a proportionate deduction for the time We have provided cover, be entitled to a refund of the premium paid for such cover, unless the reason for cancellation is fraud or there have been claims made under the Policy, or there are claims under consideration or any incidents which You are aware of that are likely to result in a claim.

Where Our investigations provide evidence of fraud or a serious non-disclosure, this Policy may be cancelled immediately and backdated to the date of the fraud or when You provided the incomplete or inaccurate information, which may result in the Policy being cancelled from the date it was originally taken out.

12. Premium Payment

It is a condition precedent to the liability of the Insurers that the premium is paid within 60 days of inception.

If the premium is not paid, We may cancel this Policy by sending 14 days' notice in writing to Your last known address. We will make a proportionate charge for the time We have provided cover (based on the number of days this Policy was in force), with the full premium being payable if a claim has been made, including a claim which is under consideration, or if You are aware of an incident which is likely to result in a claim.

If the premium is paid before the notice period expires We will automatically revoke notice of cancellation. If not, the Policy will automatically terminate at the end of the notice period.

In the event that the premium is not paid within 60 days of inception, You will be in breach of this condition and We will have no liability under this Policy in respect of losses occurring or attributable to something happening between the date of the breach and the date that the breach is remedied.

13. Instalment Premiums

Where reference is made in this Policy to the payment of premium, this includes the Insured having agreed to pay by instalments.

If the Insurers have agreed to accept payment of the first premium or any subsequent premium by instalment:

- a) subject to paragraph b) below, this Policy remains a contract for the Period of Insurance stated in the Schedule;
- b) if an instalment is not received by the Insurers on or before its due date, all unpaid instalments of premium and a service fee will immediately become payable.

Should the full premium and service fee not be paid within 10 days of the Insurers giving written notice of non-payment of an instalment, this Policy will automatically be cancelled immediately on the expiry of such notice without the return of any premium paid.

14. Intruder Alarm Installation

(Applicable to Section D)

It is a condition precedent to the liability of the Insurers that where the Premises are protected by an Intruder Alarm Installation:

- a) such installation must not be altered or amended in any way unless such amendment or alteration has been agreed in writing by the Insurers;
- b) such installation must at all times be maintained under contract with the installers or as otherwise approved by the Insurers;
- c) the Insured must immediately notify the Insurers upon receipt of any communication giving notice that the level of response to the Intruder Alarm Installation has been or will be reduced or delayed;
- d) unless agreed otherwise by the Insurers, at least one Responsible Person must be in attendance at the Premises at all times unless the Intruder Alarm Installation is set in its entirety with the means of communication used to transmit signals in full operation;
- e) where the level of response is reduced to no police attendance or Keyholder response only:
 - i) the Insured must appoint at least two Keyholders and lodge written details (which must be kept up to date) with the alarm company and police; and
 - ii) in the event of notification of any activation of the Intruder Alarm Installation or interruption of the means of communication, during any period that the Intruder Alarm Installation is set a Keyholder shall attend the Premises as soon as reasonably possible.

15. Protections

(Applicable to Section D)

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

- a) all protections in force at the Premises at the inception of this Policy or subsequently as stipulated by or agreed by the Insurers are in full operation, securing the Premises whenever the Premises are closed for Business or left unattended;
- b) any keys for the Premises and/or Intruder Alarm Installation and/or safes and/or strongrooms and/or any other secured area or device in which Property Insured is kept must be removed from the Premises whenever the Premises are closed for Business or left unattended;
- c) the Insured must at all times restrict awareness of codes for the operation of the Intruder Alarm Installation to authorised persons and no details of the same should be left on the Premises.

16. Other Insurances

(Applicable to Sections A, B & C)

If an indemnity is, or would but for the existence of this Policy, be covered by any other more specific insurance (in particular, but not limited to, any protection and indemnity policy), the Insurer will not provide indemnity under this Policy

(Applicable to Sections D, E & F)

If at the time of any Loss or Damage there is any other insurance effected by or on behalf of the Insured covering any of the Property Insured which is lost or damaged, the liability of the Insurers is limited to its rateable proportion of such Loss or Damage.

17. Discharge of Liability

The Insurers may at any time pay the Indemnity Limit or the Sum Insured (after the deduction of any sums already paid) or any lesser amount for which a claim can be settled and will be under no further liability except for the payment of costs and expenses incurred prior to the date of payment, provided that the Indemnity Limit so allows.

18. Cross Liabilities

Where there is more than one party named in the Schedule as insured this Policy will apply separately to each such Insured in the same manner and to the same extent as if a separate policy had been issued to each Insured and we agree to waive all rights of subrogation against any of these parties.

Provided that the total amount payable in respect of all such parties does not in total exceed the applicable Indemnity Limit or any other limit.

19. Excess

We will not be liable for the amount of the Excess stated in the Schedule in respect of the first amount of each and every claim.

You must not take out insurance in respect of the Excess

20. Limits

The Insurers' liability under this Policy will not exceed the Limits of Liability or Sums Insured set out for each applicable Section or Subsection in the Schedule.

21. Interpretation

The Policy and the Schedule must be read together as one contract.

Any word or expression to which a specific meaning has been attached in any Section or Subsection of this Policy will have the same meaning wherever it may appear within that Section or Subsection.

Any reference to:

- a) the singular shall include the plural and vice versa;
- b) the masculine shall include the feminine and vice versa;
- c) a statute statutory instrument regulation or order includes any amendment and/or re-enactment.

22. Adjustment of Premium

If the premium for the Policy has been calculated on estimates given by You then You must keep an accurate record containing all relevant particulars which will be made available to Us for inspection.

Within one month of the expiry of each Period of Insurance You must supply to Us an accurate statement in the form required so that the premium for that period can be calculated and the difference paid by or allowed to You.

Should You fail to supply such a statement within one month of the expiry of the Period of Insurance we will be entitled if We so wish to charge an additional premium in respect of that Period of Insurance.

23. Privacy Notice

AXIS values its relationship with You. Protecting the privacy of Your personal information is of great importance to Us. We want You to understand how and why We collect personal information about You, how We use it, Your rights regarding this information, the conditions under which We may disclose it to others and how We keep it secure.

What type of information do we collect about you?

The personal information We collect about You may include:

- Name, address, phone number, email
- Gender
- Marital status
- Date and place of birth
- Government identification numbers (National Insurance, Social Security, Passport, Tax, Driver's Licence)
- Family information
- Banking information
- Health information / medical history

- Criminal history
- Credit history and credit score
- Claim /Policy Numbers

How do we collect information about you?

We primarily collect personal information from You or Your representative through the Policy application process. However, We may also collect information about You from Your family members or employer, credit reference agencies, anti-fraud databases, sanctions lists, relevant government agencies, and those who may be involved in a claim - claimants, witnesses, experts, adjustors, and others.

Why are we collecting your personal information?

We may collect Your personal information for the following purposes:

- Account setup, including background checks
- Evaluating risks to be covered
- Risk modelling and underwriting
- Customer service communications
- Payments to/from individuals
- Managing insurance or reinsurance claims
- Defending or prosecuting legal claims
- Investigating or prosecuting fraud
- Complying with legal or regulatory obligations
- Direct marketing activities

Where does your information go?

We may need to transfer Your personal information to Our affiliates, agents or contractors, which are located outside of the European Economic Area (EEA). We will continue to protect any transferred personal information in keeping with all applicable privacy requirements. For more information, please contact the Data Protection Officer.

How long do we keep your information?

We will keep Your personal information only so long as is necessary to provide service to You under Your Policy. Specifically, We will keep Your information for so long as a claim may be brought under the Policy, or where We are required to keep Your personal information to satisfy legal or regulatory obligations.

Your Rights

Under certain circumstances, You have the right:

- To receive a copy of the personal information We have collected from You
- To receive further details of the use We make of Your information
- To update or correct the personal information We hold about You
- To require Us to delete any personal information We no longer have a lawful purpose to use
- To restrict Our use of Your personal information
- If You are not satisfied with Our use of Your personal information, to file a complaint with the appropriate supervisory authority.

There are specific conditions where We may need to restrict the rights described above, in order to safeguard the public interest (e.g. the prevention or detection of crime) or Our interests (e.g. to maintain legal privilege).

How to Contact Us

You should address any questions regarding Our privacy practices or this Notice to:

Address: The Data Protection Officer, AXIS Capital, 52 Lime Street, London EC3M 7AF

Email: dpo@axiscapital.com

Phone: 0207 877 3907

Website: www.axiscapital.com/who-we-are/about-axis/privacy-policy

24. The Contract (Rights of Third Parties) Act 1999

No rights to enforce any term of this Policy under the Contracts (Rights of Third Parties) Act 1999 are given to any person who is not a party to this Policy but this does not affect any right or remedy of any such person that arises apart from that Act.

25. Governing Law and Jurisdiction

Unless specifically agreed to the contrary this Policy will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

26. Sanctions

The Insurer will not be deemed to provide cover and will not be liable to pay any claim or provide any benefit under the Policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Section A - Employers' Liability

Cover

We will indemnify You against Your legal liability to pay compensatory damages (including claimant costs, fees and expenses) for Injury to any Persons Employed where such Injury arises out of and is sustained in the course of employment by You and occurs during the Period of Insurance within:

- a) the Insured Territories; or
- b) anywhere else in the world in respect of Temporary Visits by Persons Employed normally resident in the Insured Territories,

Provided that the action for damages is brought against You in a court of law in the Insured Territories

We will also pay Defence Costs in the defence or settlement of any claim under this Section.

Limit of Liability

The liability of the Insurers will not exceed the Indemnity Limit in respect of any one claim or series of claims against You arising out of any one Occurrence.

The Indemnity Limit includes Defence Costs.

Employer's Liability Compulsory Insurance Clause

The indemnity granted by this Section is considered to be in accordance with the provisions of any law enacted in the Insured Territories relating to compulsory insurance of liability to employees.

If We have paid any sum which would not have been paid but for the provisions of such law then You must within 14 days repay such sum to Us.

Exclusions

This Section does not cover liability:

- a) For which road traffic legislation requires compulsory insurance or security.
- b) For any amount payable under any workman's compensation, social security or health insurance legislation or similar legislation or any medical and/or repatriation costs.

Section B - Public Liability

Cover

We will indemnify You against Your legal liability to pay compensatory damages (including claimant costs fees and expenses) for accidental Injury and/or Damage occurring during the Period of Insurance in connection with the Business within:

- a) the Insured Territories; or
- b) elsewhere in the world in respect of liability arising out of Temporary Visits by Persons Employed, provided that the Person Employed is normally resident in the Insured Territories.

We will also pay Defence Costs in the defence or settlement of any claim under this Section.

Limit of Liability

The liability of the Insurers will not exceed the Indemnity Limit in respect of any one claim or series of claims against You arising out of one Occurrence.

The Indemnity Limit includes Defence Costs.

The indemnity under this Section includes but is not limited to Your legal liability to pay compensatory damages (including claimant costs fees and expenses) for:

- a) accidental Injury and/or accidental Damage arising from any attempted or actual raising or removal of wreck, foul berthing and any subsequent loss of use to any vessels and their equipment, cargo, freight or other interest on board the property of others whilst in Your care, custody or control;
- b) accidental Damage to property belonging to others in Your care, custody or control.

Extensions

a) Defective Premises Act

We will indemnify You against Your legal liability to pay compensatory damages (including claimant costs fees and expenses) for Injury and/or Damage occurring during the Period of Insurance under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises which have been disposed of by You, and prior to such disposal were owned by You in connection with the Business.

Provided always that We will not be liable under this Extension:

- i) for the cost of remedying any defect or alleged defect in the said premises disposed of; or
- ii) in respect of liability more specifically insured under any other insurance.

b) Overseas Personal Liability

We will indemnify You and any Person Employed or Your directors (including their family or persons normally resident with them) against legal liability for Injury or Damage occurring during the Period of Insurance incurred in a personal capacity whilst on Temporary Visits outside the Insured Territories in connection with the Business.

Provided always that no indemnity is provided by this Extension

- i) arising out of ownership or occupation of land or Buildings; or
- ii) where indemnity is provided by any other insurance.

c) Consumer Protection Act and Food Safety Act

We will indemnify You up to the Indemnity Limit in respect of:

- i) costs of prosecution awarded; and ii) legal fees and expenses incurred with Our prior written consent,

in the defence of criminal proceedings brought against or in an appeal against conviction of You and any of Your directors or Persons Employed in respect of breach of Part II of the Consumer Protection Act 1987 or of Part II of the Food Safety Act 1990, provided the proceedings relate to an offence committed or alleged to have been committed during the Period of Insurance and in the course of the Business and in connection with a claim which may form the subject of indemnity under this Policy.

The indemnity will not apply:

- i) to fines or penalties of any kind;
- ii) where indemnity is provided by any other insurance; or
- iii) in respect of proceedings as a result of any deliberate act or omission.

d) Compensation for Court Attendance

In the event that a Person Employed, director or partner of the Insured attends court as a witness at the request of the Insurers in connection with a valid claim under this Policy, the Insurers will provide compensation to the Insured at the following rates for each day on which their attendance is required:

- i) a director or partner: £250 per day ii) a Person Employed: £150 per day

Provided that Insurer's total liability under this Extension during the Period of Insurance will not exceed £5,000.

e) Indemnity to Others

If requested by the Insured and agreed by the Insurers expressly by Endorsement, the Insurers will extend the indemnity provided under this section of the Policy to:

- i) Persons Employed, directors, officers and partners of the Insured arising out of, and in the course of, the proper performance of their obligations in respect of the Business;
- ii) the officers, committee and members of the Insured's canteen, social, sports, first aid, fire fighting and welfare organisations in their respective capacity as such;
- iii) any person or firm arising out of the performance of a contract with the Insured comprising of the provision of labour only;
- iv) any principal for legal liability in respect of which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured arising out of work carried out by the Insured under a contract or agreement; and
- v) the personal representatives of any person or party indemnified by reason of this Extension in respect of legal liability incurred by such person.

Provided always that:

- i) all such persons or parties observe, fulfil and be subject to the terms conditions and exclusions of this Policy as though they were the Insured; and

- ii) the Insurer's liability under this Extension will in no way operate to increase the applicable Indemnity Limit or any other limit regardless of the number of parties claiming indemnity.

f) Criminal Prosecution Costs and Inquests Defence Costs are extended to include:

- i) costs of prosecution awarded against the Insured and legal fees and expenses incurred with the prior written consent of the Insurer in the defence of any investigation or prosecution of the Insured for actual or alleged:

- (a) offences under Part I of the Health & Safety at Work etc Act 1974; and/or
- (b) corporate manslaughter or corporate homicide against the Insured or other person insured by this Policy under the Corporate Manslaughter and Corporate Homicide Act 2007,

provided that the Insurers will not be liable for any fines or penalties imposed as a consequence of such prosecution or for any costs, fees and/or other expenses incurred by or on behalf of the Insured or any other person insured by this Policy in complying with a publicity and/or remedial order made under the Corporate Manslaughter and Corporate Homicide Act 2007; and

and also provided that the total sum payable in respect of corporate manslaughter and corporate homicide in (b) above will not exceed £1,000,000 in total for all such claims during the Period of Insurance

- ii) the legal fees and expenses incurred with the prior written consent of the Insurer in the representation of the Insured at any Coroner's Inquest or Fatal Accident Inquiry; and
- iii) the legal fees and expenses incurred with the prior written consent of the Insurer in the defence of the Insured at any proceedings in a Court of Summary Jurisdiction in respect of Injury or damage which may form the subject of indemnity under each respective Section of this Policy.

Exclusions

This Section does not cover liability for:

- a) Claims within the scope of cover set out in Sections A and C, whether or not such sections are in force or cover is excluded.
- b) Injury or Damage arising out of or in connection with any Product.
- c) Claims arising out of the ownership, possession or use by or on behalf of You or any person or party entitled to indemnity of any motor vehicle or Trailer for which compulsory insurance or security is required by legislation, other than claims:
 - i) Caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or Trailer in circumstances where compulsory insurance or security is not required by any road traffic legislation.
 - ii) Arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or Trailer except where indemnity is provided by any motor insurance contract.

- iii) Out of any motor vehicle or Trailer temporarily in Your custody or control for the purpose of parking except liability for which compulsory insurance or security is required by legislation governing the use of any motor vehicle or Trailer.
- d) Claims arising out of the ownership, possession or use by or on behalf of You of any aircraft.
- e) Damage to property owned, leased to, hired by, under hire purchase, on loan to or held in trust by You.
- f) Arising out of the deliberate, conscious or intentional disregard by Your technical or administrative management of the need to take all reasonable steps to prevent Injury or Damage.
- g) Arising out of Liquidated Damages clauses, penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties.
- h) Arising out of pollution or contamination of the atmosphere or of any water, land, Buildings or other tangible property except to the extent that it can be proved that such pollution or contamination
 - i) was the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the Period of Insurance;
 - ii) the Occurrence became known to You within 72 hours after its commencement and was reported to us within 30 days after becoming known to You; and
 - iii) was not the direct result of your failing to take reasonable precautions to prevent such pollution or contamination,
 - iv) provided always that Our total liability to pay compensation and claimants' costs fees and expenses for such pollution or contamination will not exceed the sum stated in the Schedule in the aggregate in respect of the Period of Insurance and that all such pollution or contamination which arises out of one incident will be considered for the purposes of this Policy to have occurred at the time such incident takes place.
- i) Caused by, happening through, as a result of or in any way connected with war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- j) Arising out of or in any way connected with or relating to
 - i) the recognition, interpretation, failure to recognise or interpret or calculation, comparison, differentiation, sequencing or processing of data involving one or more dates or times by any computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment whether Your property or not; or
 - ii) any change, alteration, correction or modification involving one or more dates or times to any such computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment whether Your property or not.
 - iii) This exclusion applies regardless of any other cause which contributes concurrently or in any sequence to such loss, Damage, expense, liability or claim.

- k) Arising from or caused by design, formula, specification, technical or professional service or advice given by You for a fee or in circumstances where a fee would normally be charged or by anyone acting on Your behalf.
- l) Arising in respect of liability for Financial Loss.
- m) Arising under a contract or agreement but which would not have arisen in the absence of such contract or agreement.
- n) Arising in respect of liability for loss caused by, resulting from, arising from, relating to or in any way connected with Your use of or reliance upon or sale or supply of any computer, hardware or related information, technology or communication system, any computer software, internet or intranet website or similar facility, system or network and/or any Electronic Data or related information, provided that this clause will not exclude claims for Injury caused by an accident involving physical contact with computer hardware.
- o) Arising in respect of any judgement, award or settlement made within countries which operate under the laws of the United States of America or Canada (or any order made anywhere in the world to enforce such judgment, award or settlement either in whole or in part).
- p) Arising from Injury to any Person Employed where such Injury arises out of and in the course of Your employment of any Person Employed.
- q) For any award of Punitive or Exemplary Damages whether as fines, penalties, multiplications or compensatory awards or damages or in any other form.

Section C - Products Liability

Cover

We will indemnify You against Your legal liability to pay compensatory damages (including claimant costs, fees and expenses) for accidental Injury and/or accidental Damage occurring during the Period of Insurance in connection with the business, but only against claims arising out of or in connection with any Product.

We will also pay Defence Costs in the defence or settlement of any claim under this Section.

Limit of Liability

The liability of the Insurers will not exceed the Indemnity Limit in respect of any one claim or series of claims against You arising out of one Occurrence.

The Indemnity Limit includes Defence Costs.

Extensions

a) Compensation for Court Attendance

In the event that a Person Employed, director or partner of the Insured attends court as a witness at the request of the Insurers in connection with a valid claim under this Policy, the Insurers will provide compensation to the Insured at the following rates for each day on which their attendance is required:

- a) a director or partner: £250 per day
- b) a Person Employed: £150 per day

Provided that Insurer's total liability under this Extension during the Period of Insurance will not exceed £5,000.

b) Indemnity to Others

If requested by the Insured and agreed by the Insurers expressly by Endorsement, the Insurers will extend the indemnity provided under this section of the Policy to:

- i) Persons Employed, directors, officers and partners of the Insured arising out of, and in the course of, the proper performance of their obligations in respect of the Business;
- ii) the officers, committee and members of the Insured's canteen, social, sports, first aid, fire fighting and welfare organisations in their respective capacity as such;
- iii) any person or firm arising out of the performance of a contract with the Insured comprising of the provision of labour only;
- iv) any principal for legal liability in respect of which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured arising out of work carried out by the Insured under a contract or agreement; and
- v) the personal representatives of any person or party indemnified by reason of this Extension in respect of legal liability incurred by such person.

Provided always that:

- i) all such persons or parties observe, fulfil and be subject to the terms conditions and exclusions of this Policy as though they were the Insured; and

- ii) the Insurer's liability under this Extension will in no way operate to increase the applicable Indemnity Limit or any other limit regardless of the number of parties claiming indemnity.
- c) Criminal Prosecution Costs and Inquests Defence Costs are extended to include:
 - i) costs of prosecution awarded against the Insured and legal fees and expenses incurred with the prior written consent of the Insurer in the defence of any investigation or prosecution of the Insured for actual or alleged:
 - (a) offences under Part I of the Health & Safety at Work etc Act 1974; and/or
 - (b) corporate manslaughter or corporate homicide against the Insured or other person insured by this Policy under the Corporate Manslaughter and Corporate Homicide Act 2007,

provided that the Insurers will not be liable for any fines or penalties imposed as a consequence of such prosecution or for any costs, fees and/or other expenses incurred by or on behalf of the Insured or any other person insured by this Policy in complying with a publicity and/or remedial order made under the Corporate Manslaughter and Corporate Homicide Act 2007; and

and also provided that the total sum payable in respect of corporate manslaughter and corporate homicide in (b) above will not exceed £1,000,000 in total for all such claims during the Period of Insurance
 - ii) the legal fees and expenses incurred with the prior written consent of the Insurer in the representation of the Insured at any Coroner's Inquest or Fatal Accident Inquiry; and
 - iii) the legal fees and expenses incurred with the prior written consent of the Insurer in the defence of the Insured at any proceedings in a Court of Summary Jurisdiction in respect of Injury or damage which may form the subject of indemnity under each respective Section of this Policy.

Exclusions

This Section does not cover liability for claims:

- a) Within the scope of cover set out in Section A and B whether or not such Sections are in force.
- b) For costs incurred in the repair, reconditioning or replacement of any Product or Product part which is alleged to be defective.
- c) Arising out of the recall of any Product or Product part.
- d) Arising out of any Product which with Your knowledge is intended for incorporation into the structure, machinery or controls of any aircraft or other aerial device.
- e) Arising out of any Product which You know or should reasonably know is to be delivered or used in the United States of America or Canada or any territory which operates under the laws of the United States of America or Canada unless you have expressly requested that there will be no such limitation and have accepted the terms offered by Us in granting such cover. Such cover will be limited to that expressly provided for in any Endorsement.
- f) Arising out of the failure of any Product or Product part to fulfil the purpose for which it was intended unless due to an unintended and unexpected defect in the manufacture and/or assembly of such Product or Product part.

- g) Arising from Damage to the Product or any Product part.
- h) Arising from circumstances known to You prior to the commencement of the Period of Insurance.
- i) Unless the Occurrence is discovered and reported in writing to us during the Period of Insurance or within 6 months from the expiry date of the Period of Insurance.
- j) Arising out of the deliberate, conscious or intentional disregard by Your technical or administrative management of the need to take all reasonable steps to prevent Injury or Damage.
- k) Arising out of Liquidated Damages clauses, penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties.
- l) Arising out of pollution or contamination of the atmosphere or of any water, land, Buildings or other tangible property except to the extent that it can be proved that such pollution or contamination:
 - i) was the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the Period of Insurance;
 - ii) the Occurrence became known to You within 72 hours after its commencement and was reported to us within 30 days after becoming known to You; and
 - iii) was not the direct result of your failing to take reasonable precautions to prevent such pollution or contamination,
 - iv) provided always that Our total liability to pay compensation and claimants' costs fees and expenses for such pollution or contamination will not exceed the sum stated in the Schedule in the aggregate in respect of the Period of Insurance and that all such pollution or contamination which arises out of one incident will be considered for the purposes of this Policy to have occurred at the time such incident takes place.
- m) Caused by, happening through, as a result of or in any way connected with war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- n) Arising out of or in any way connected with or relating to
 - i) the recognition, interpretation, failure to recognise or interpret or calculation, comparison, differentiation, sequencing or processing of data involving one or more dates or times by any computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment whether Your property or not; or
 - ii) any change, alteration, correction or modification involving one or more dates or times to any such computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment whether Your property or not.
 - iii) This exclusion applies regardless of any other cause which contributes concurrently or in any sequence to such loss, Damage, expense, liability or claim.
- o) Arising from or caused by design, formula, specification, technical or professional service or advice given by You for a fee or in circumstances where a fee would normally be charged or by anyone acting on Your behalf.
- p) Arising in respect of liability for Financial Loss.

- q) Arising under a contract or agreement but which would not have arisen in the absence of such contract or agreement.
- r) Arising in respect of liability for loss caused by, resulting from, arising from, relating to or in any way connected with Your use of or reliance upon or sale or supply of any computer, hardware or related information, technology or communication system, any computer software, internet or intranet website or similar facility, system or network and/or any Electronic Data or related information, provided that this clause will not exclude claims for Injury caused by an accident involving physical contact with computer hardware.
- s) Arising in respect of any judgement, award or settlement made within countries which operate under the laws of the United States of America or Canada (or any order made anywhere in the world to enforce such judgment, award or settlement either in whole or in part).
- t) Arising from Injury to any Person Employed where such Injury arises out of and in the course of Your employment of any Person Employed.
- u) For any award of Punitive or Exemplary Damages whether as fines, penalties, multiplications or compensatory awards or damages or in any other form.

Section D - Material Damage

D1 - Property Insured at the Premises

Cover

Accidental Loss or Damage to the Property Insured at the Premises occurring during the Period of Insurance caused by any Specified Peril listed below.

Limit of Liability

The liability of the Insurers will not exceed the Sum Insured by each item of the Schedule in respect of any one Period of Insurance or the limit specified in any Extension to this Subsection.

Specified Perils Cover

- a) Fire, excluding Loss or Damage to Property Insured caused by:
 - i) explosion resulting from fire;
 - ii) its own spontaneous fermentation, heating, short circuit or self-ignition; or
 - iii) its undergoing any heating process or any process involving the application of heat.
- b) Lightning.
- c) Explosion, excluding Loss or Damage:
 - i) caused by or consisting of the bursting of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Insured; or
 - ii) in respect of, and originating in, any vessel machinery or apparatus or its contents belonging to or under the control of the Insured which is required to be examined to comply with any Statutory Regulations unless such vessel machinery or apparatus is the subject of a current and valid certificate or other contract providing the required inspection service.
- d) Aircraft or other aerial devices or articles dropped therefrom.
- e) Riot, civil commotion, strikers or locked-out workers, or persons taking part in labour disturbances or malicious persons acting on behalf of, or in connection with, any political organisation, excluding Loss or Damage:
 - i) arising from cessation of work or from confiscation or destruction or requisition by order of the Government or any public authority; or
 - ii) by fire caused by strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.
- f) Malicious persons not acting on behalf of or in connection with any political organisation, but only where Specified Peril 5. is also insured by this Subsection, excluding Loss or Damage (other than by fire or explosion):
 - i) by theft; or
 - ii) in respect of any Unoccupied Building.

- g) Earthquake.
- h) Subterranean fire.
- i) Storm, excluding Loss or Damage:
 - i) attributable solely to change in the water table level;
 - ii) by lightning;
 - iii) by frost, subsidence, ground heave or landslide;
 - iv) to fences, gates and moveable property in the open; or
 - v) by flood.
- j) Flood, excluding Loss or Damage:
 - i) described by Specified Perils a), b), c) and d) above; or
 - ii) by escape of water from any tank apparatus or pipe.
- k) Escape of water from any tank, apparatus or pipe, excluding Loss or Damage:
 - i) in respect of any Unoccupied Building; or
 - ii) by water discharged or leaking from any automatic sprinkler installation.
- l) Impact by any vehicle or animal not belonging to or under the control of the Insured or any occupier of the Premises or their respective employees.
- m) Impact by any vehicle or animal owned by the Insured or under the control of the Insured or any occupier of the Premises or their respective employees.
- n) Accidental escape of water from any automatic sprinkler installation in the Premises not caused by:
 - i) freezing whilst the Building (insofar as it is in the Insured's ownership or tenancy) is Unoccupied; or
 - ii) explosion, earthquake, subterranean fire or heat caused by fire.
- o) Loss or Damage to:
 - i) Buildings or structures caused by their own collapse or cracking unless resulting from a Specified Peril listed above;
 - ii) Property or structures in the course of construction or erection and materials or supplies in connection with all such property in the course construction or erection;
 - iii) vehicles licensed or intended to be licensed for road (including their accessories), caravans, Trailers, watercraft or aircraft;
 - iv) livestock, growing crops or trees;
 - v) jewellery precious stones, precious metals, bullion, furs, curiosities, rare books or works of art.

p) Loss or Damage to Property Insured resulting from its undergoing:

i) any process of production; or

ii) any process of packaging, treatment, testing, commissioning, cleaning, servicing, repair or any other similar process, but this will not exclude loss or Damage to surrounding Property Insured not forming part of:

the same machine;

the same process of production; or

the same process of packaging, treatment, testing, commissioning, cleaning, servicing, repair or any other similar process.

D2 - Theft

Cover

- a) Loss or Damage occurring during the Period of Insurance to Property Insured described in the Schedule as a result of:
 - i) theft involving forcible and violent entry to or exit from the Buildings; and
 - ii) theft following assault or violence or the threat of assault or violence to the Insured or any partner director or employee of the Insured or members of their families or any other person lawfully on the Premises.
- b) Loss or Damage to the Premises as a result of theft or attempted theft involving forcible and violent entry to or exit from Buildings, provided the Insured is responsible for making good such Loss or Damage.

Limit of Liability

The liability of the Insurers under this Subsection will not exceed:

- a) The total Sum Insured set out in the Schedule against this Subsection or in respect of any item in the Schedule its Sum Insured at the time of Loss or Damage.
- b) In respect of Loss or Damage to the Premises, the sum required to make good such Loss or Damage, but only to the extent that the Insured is responsible and liable in the event of Loss or Damage and in any event no greater sum than the Sum Insured in the Schedule for Subsection D2.
- c) In respect of Loss or Damage resulting from the use of explosives in pursuance of theft, an amount of £50,000 or the total Sum Insured whichever is the lesser amount.
- d) The limit specified in any Extension to this Subsection.

Extensions

These Subsection Extensions are subject otherwise to the Terms, Exclusions, Conditions and Limits of the Policy.

- a) Automatic Reinstatement

In the absence of written notice by the Insurers to the contrary, the Sum Insured by this Subsection will not be reduced by the amount of loss and in return, the Insured undertakes to pay the appropriate extra premium at a rate to be agreed on the amount of the loss from the date of such loss.

- b) Collusion

This Subsection extends to include Loss or Damage resulting from collusion by any employee of the Insured without the knowledge or connivance of the Insured, provided that such Loss or Damage involves theft by forcible and violent entry to or exit from Buildings at the Premises.

- c) Contract Price

In the event that a contract for the sale of goods (not yet delivered) is cancelled following Loss or Damage to the goods by reasons of conditions attaching to the contract, the Insurers will pay the contract price to the Insured. For the purpose of this insurance the value of all goods to which this Subsection Extension could apply in the event of Loss or Damage shall also be ascertained on this basis.

d) Designation

For the purpose of determining (where necessary) the heading under which any property is insured, the Insurers agree to accept the designation under which such property has been entered into the Insured's books.

e) Other Interests

The interest of parties supplying property to the Insured under a hiring, leasing or similar agreement is noted in the insurance on Machinery - the nature and extent of any such interest to be disclosed in the event of Loss or Damage.

f) Replacement Locks

If any of the keys of the Premises are stolen from the Insured or any partner, director or employee of the Insured and not recovered within 7 days, the Insurers will pay for the replacement of the locks at the Premises to a standard equal to, but not better than, their original standard, provided it is a condition precedent to Insurers' liability under this Extension that the Insurers are notified of the loss within 7 days of its Occurrence.

The Insurers' liability under this Subsection Extension is limited to £1,000 in respect of any one Occurrence.

g) Temporary Removal

The Property Insured by this Subsection (other than stock and customers' goods) is covered whilst temporarily removed for cleaning, renovation, repair or other similar purposes at any other Premises in the Insured Territories.

The Insurers' liability under this Subsection Extension will not exceed 10 per cent of the Sum Insured on such Property Insured.

This Subsection Extension will not apply to Property Insured which is more specifically insured under another contract of insurance.

Special Claims Condition

Claims (Action by the Insured)

It is a condition precedent to the liability of Insurers that in the event of Loss or Damage the Insured will:

- a) Notify and give full particulars to the Insurers immediately upon becoming aware of such Loss or Damage.
- b) Notify the police immediately upon becoming aware of Loss or Damage caused by theft or malicious persons and take all practical steps to discover any guilty person and to trace and recover the Property Insured.
- c) Carry out and permit to be taken any action which may be reasonably practicable to prevent further Loss or Damage.
- d) Deliver to the Insurers, at their own expense and within 30 days after such Loss or Damage or such further time as the Insurers may allow:
 - i) full information, in writing, of the Property Insured which is lost or damaged and of the amount of Loss or Damage;
 - ii) details of any other insurances on any Property Insured;

- iii) all such proofs and information relating to the claim as may be reasonably required; and
- iv) if demanded, a statutory declaration of the truth of the claim and of any matters connected with it.

Exclusions

The Insurers will not indemnify the Insured:

- a) For Loss or Damage caused by:
 - i) fire or explosion (other than as specified in this Subsection); or
 - ii) the Insured or any partner, director or employee of the Insured or any other person to whom Property Insured has been entrusted except as provided for within Subsection Extension 2) Collusion.
- b) in respect of:
 - i) coin and similarly operated gaming and or amusement machines or their contents;
 - ii) plate, toughened, laminated or stained glass or any decoration or lettering on such glass or any glass otherwise Insured;
 - iii) Money;
 - iv) motor vehicles or accessories attached to a motor vehicle;
 - v) livestock, furs, gold, silver or other precious metals or precious stones, paintings and sculptures or other works of art;
 - vi) theft or attempted theft from yards, gardens, open spaces or Buildings which do not incorporate permanent foundations below ground level unless the contents are declared to be kept away from the Premises.
- c) For delay, loss of market, loss of use or consequential loss of any kind.
- d) For any Property Insured more specifically insured by or on behalf of the Insured.
- e) For the Excess.

D3 - Goods in Transit

Cover

Loss or Damage occurring to the Property Insured during the Period of Insurance whilst In Transit by any method of conveyance anywhere within or between parts of Insured Territories.

Extensions

These Subsection Extensions are subject otherwise to the Terms, Exclusions, Conditions and Limits of this Policy.

a) Additional Expenses

Additional Expenses reasonably incurred in connection with:

i) Transfer

The transfer of Property Insured to any other vehicle or Trailer or delivering such Property Insured to its original destination or returning to its place of dispatch as the result of collision or overturning of the conveying vehicle or Trailer.

ii) Reloading

The reloading of Property Insured to the conveying vehicle or Trailer following accidental discharge.

iii) Removal

The removal of debris and site clearance following Loss or Damage to Property Insured.

b) Clothing and Personal Property

Loss or Damage to clothing and Personal Property caused by or following an accident to the conveying vehicle or Trailer In Transit whilst going about the Business of the Insured for an amount not exceeding £500.

c) Tarpaulins Sheets Ropes

Loss or Damage to tarpaulins, sheets, ropes, securing chains packing materials, dunnage and toggles owned by the Insured or for which the Insured is responsible.

Provided that:

Loss or Damage is caused whilst such Property Insured is in use on vehicles and or Trailers owned or operated by the Insured.

d) Tools and Travellers' Samples

Loss or Damage to directors', partners' or employees' tools and samples on the vehicle or Trailer for an amount not exceeding £250 unless otherwise specified by this section.

e) Property left in Unattended Vehicles or Trailers

Loss or Damage caused by theft or attempted theft of an Unattended Vehicle or Trailer owned or operated by the Insured or in the care custody or control of the Insured Overnight, or on days when the vehicle or Trailer is not used in connection with the Business provided that any such vehicle or Trailer is:

- i) securely locked and all protective measures are in operation and garaged at the time in a fully enclosed building which is securely locked or under constant supervision; or

- ii) in a vehicle security park which is permanently attended; or
 - iii) under constant surveillance by the driver or by another person authorised by the Insured.
- f) Property Removed from Vehicles or Trailers
 Loss or Damage to Property Insured removed from vehicles or Trailers whilst contained in private dwellings, hotels or other Buildings provided that Loss or Damage caused by theft or attempted theft is consequent upon forcible and violent entry or exit only.

Conditions

- a) Average (Underinsurance)
 If the value of the items of Property Insured on any one vehicle or Trailer are, at the time of the Loss or Damage, collectively greater than the limit for any one vehicle or Trailer shown in the Schedule then the Insured will be considered as their own Insurer for the difference and must bear a rateable share of the Loss or Damage accordingly.
- b) Security Precautions
 It is a condition precedent to the liability of the Insurers that the Insured must take all reasonable measures to ensure that:
- i) Property Insured is kept in the boot or secure compartment of an Unattended Vehicle or Trailer; and
 - ii) Property Insured contained in vehicles with no boot is covered over and hidden from view whenever the vehicle is left unattended.

Exclusions

The Insurers will not indemnify the Insured for

- i) Loss or Damage caused by:
 - i) inherent vice, Latent Defect, gradual deterioration, wear and tear, frost, faulty or defective design or materials; or
 - ii) disappearance or unexplained or inventory shortage.
- ii) Loss or Damage caused by:
 - i) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects; ii) pollution or contamination; or
- iii) the deterioration of Property Insured whilst In Transit in frozen, chilled or insulated condition due to variations in temperature unless directly consequent upon fire or theft or the overturning or collision of the carrying vehicle.
- iv) Loss or Damage caused by theft or attempted theft:
 - i) by or with the connivance of the Insured or any partner, director or employee of the Insured;
 - ii) from any Unattended Vehicle or Trailer owned by or operated by the Insured or in the care custody or control of the Insured:
 - (a) unless all doors and the boot are locked, the keys removed from the vehicle, the windows and other means of access adequately secured and audible alarms and immobilisers (where fitted) set for operation; and

- (b) Overnight or on days when the vehicle or Trailer is not in use in connection with the Business unless all points of access are securely locked and all protections put into operation and all keys removed from the vehicle and retained by the driver.
- v) Loss or Damage due to insufficient or faulty packing, loading or stowing or wrongful addressing, labelling or delivery.
- vi) Loss or Damage due to delay, loss of market or other consequential loss of any kind.
- vii) Loss or Damage to:
 - i) jewellery or watches;
 - ii) precious metals, precious stones or articles composed of such materials;
 - iii) wines, spirits, perfumes, tobacco products or furs;
 - iv) deeds, documents, manuscripts or plans; or
 - v) Computer Equipment,
 unless specifically mentioned as insured in the Schedule.
- viii) Loss or Damage to:
 - i) china, glass and earthenware;
 - ii) pictures, paintings, works of art, plasterwork or statuary
marble; and
 - iii) scientific instruments of any kind,
 unless caused by fire or theft or the collision or overturning of the conveying vehicle or an object falling onto the conveying vehicle.
- ix) Loss or Damage to:
 - i) livestock;
 - ii) explosive
Goods;
 - iii) bullion;
and
 - iv) cash, stamps, bank notes, bills of exchange or securities of any description.
- x) Loss or Damage to:
 - i. Property Insured temporarily housed in the course of the transit for the purpose of storage, making up or processing; and
 - ii. Property Insured in or on soft-topped, open-topped, open-sided or curtain sided vehicles or Trailers owned or operated by the Insured or in the care custody or control of the Insured if caused by:
 - (a) storm, tempest or flood;
 - (b) theft or attempted theft unless the vehicle or Trailer is stolen at the same time; or

(c) malicious persons in respect of an Unattended Vehicle or Trailer.

xi) The Excess.

D4 - Exhibitions

Cover

Loss or Damage to Exhibition Property including:

- a) Loss or Damage to any building, stand, marquee or similar erection or other property or any part of them used by the Insured at the exhibition premises.
- b) Loss of expenses as a result of abandonment or cancellation of the exhibition by the organisers happening at any time before the advertised public closing time of the exhibition as a result of which, the exhibition is abandoned or cancelled.

Extension

This Extension applies to Loss or Damage caused by theft or attempted theft not involving entry to or exit from the exhibition premises by forcible and violent means, provided that the exhibition site is protected by permanently sited security guards.

Exclusions

The Insurers will not indemnify the Insured for:

- i) Loss of market, loss of profit, delay or any consequential loss.
- ii) Loss or Damage to Money and securities.
- iii) Loss or Damage to jewellery, clocks, watches, fur or livestock.
- iv) Loss or Damage to glass, china, marble, earthenware, scientific instruments, furniture, antiques, curios, sculptures, works of art, pictures, prints, drawings, engravings and goods of a brittle nature unless caused by fire, theft or as a direct result of the collision or overturning of the conveying vehicle.
- v) Loss or Damage to:
 - i) Machinery due to over-running or operational error.
 - ii) Any electrical machine or apparatus due to over-running, excessive pressure, short circuiting or self heating.
 - iii) Clothing and effects of visitors taken In Transit to or from the exhibition.
- vi) Loss or Damage to Exhibition Property:
 - i) due to insufficient labelling or incorrect addressing or as a result of failure to make proper and complete declarations that may be required by carriers;
 - ii) arising as a result of packing which was inadequate to withstand normal handling during transit; or
 - iii) in or on:
 - (a) any vehicles owned or operated by the Insured or the Insured's employees or agents when left unattended;

- (b) any vehicle which is being used for social, domestic or pleasure purposes, except this will not apply to Exhibition Property in the custody of the postal authority, railway or other carrier; or
- (c) open vehicles owned by or operated by the Insured caused by atmospheric or climatic conditions in relation to the Exhibition.

vii) Property that is not protected by vehicle sheets.

viii) Loss or Damage caused by:

- i) atmospheric, climatic or weather conditions in respect of an exhibition held in the open or in marquees or tents;
- ii) wear, tear, depreciation, deterioration, mildew, moss, vermin, any process or cleaning or repairing, inherent vice, inherent nature, mechanical or electrical breakdown, failure or derangement unless external damage has occurred.

ix) Loss or Damage to:

- i) Exhibition Property whilst being demonstrated; ii) Exhibition Property whilst being worn;
or
- iii) Vehicles or Vessels whilst they are being driven under their own motive power.

Limit of Liability

The liability of the Insurers will not exceed GBP 25,000 any one Period of Insurance in the aggregate.

D5 - Property Insured Away from the Premises

Cover

Loss or Damage to Property Insured whilst away from the Premises occurring during the Period of Insurance.

Limit of Liability

The liability of the Insurers will not exceed the Sum Insured stated in the Schedule. Provided that the limit of liability for Accidental Loss or Damage to mobile phones is GBP 250 per item.

Exclusions

The Insurers will not indemnify the Insured for Loss or Damage:

- a) Caused by:
 - i) wear and tear, depreciation, corrosion, weathering, vermin, insects, rot, fungus or gradually operating causes; ii) bad construction, defective design or the use of defective materials; or iii) inherent vice or Latent Defect.
- b) To Property Insured while undergoing any process.
- c) Consisting of, or caused by, electronic, electrical or mechanical breakdown or derangement.
- d) Involving dishonesty by the Insured or a Person Employed or a member of the Insured's family.
- e) To Money contained within any Property Insured.
- f) Caused by the theft or attempted theft of Property Insured from any Unattended Vehicle or Trailer owned by or operated by the Insured, or in the care custody or control of the Insured:
 - i) unless all doors (including the boot) are locked and the keys removed from the vehicle;
 - ii) the windows and any other means of access are adequately secured and audible alarms and immobilisers (where fitted) are set for operation; and
 - iii) overnight or on days when the vehicle or trailer is not in use in connection with the Business, unless all points of access are securely locked and all protections put into operation and all keys removed from the vehicle and retained by the driver and the vehicle or trailer is contained within a securely locked or attended garage.
- g) Resulting from water damage to Property Insured which is left in the open or on an open vehicle or trailer.
- h) Including erasure or distortion, to Electronic Data recorded on data carrying materials which are mounted in any Computer Equipment, unless the Loss or Damage to the Computer Equipment is caused by an insured peril.

Section E - Marine Material Damage

E1 - Vessels

Cover

Loss or Damage to the Vessel caused by:

- a) Accidents (including fire and collision).
- b) Latent Defects in the Vessel.
- c) Negligence.
- d) Theft of the entire Vessel.
- e) Theft of any part of the Vessel provided that at the time of the theft the part is either:
 - i) securely fastened to the Vessel and in the case of an outboard motor, locked on by an antitheft device in addition to its normal method of attachment;
 - ii) inside a locked compartment on board the Vessel or in a locked building; or
 - iii) ashore and there is evidence of forcible and violent entry or exit.
- f) Malicious acts of third parties.
- g) Lightning, earthquake and volcano.

Exclusions

The Insurers will not indemnify the Insured for Loss or Damage to:

- a) The Vessel caused by:
 - i) wear, tear or depreciation;
 - ii) Latent Defects in the Insured's own work;
 - iii) insects, marine borers, barnacles or marine growth;
 - iv) rodents;
 - v) corrosion, rust, mildew, dampness or weathering;
 - vi) electrolysis;
 - vii) osmosis;
 - viii) civil, criminal or administrative proceedings, action by customs officers or executive actions of a Government or Government department unless arising out of an event which is covered by this Policy; or
 - ix) mechanical or electrical derangement or breakdown.
- b) The Vessel's canopies and protective covers caused by wind.
- c) The Vessel's sails caused by splitting or being blown away whilst hoisted or unfurled in use unless caused by:

- i) damage to the spars to which the sails are attached;
 - ii) the stranding or sinking of the Vessel or the Vessel being on fire; or
 - iii) impact between the Vessel and any external substance including ice (but not water).
- d) The Vessel's sails, masts, spars and rigging, while the Vessel is racing, unless caused by:
 - i) the stranding or sinking of the Vessel or the Vessel being on fire; or
 - ii) impact between the Vessel and any external substance including ice (but not water).
- e) The Vessel's machinery unless caused by:
 - i) the Vessel being immersed by heavy weather;
 - ii) the stranding or sinking of the Vessel or the Vessel being on fire;
 - iii) impact between the Vessel and any substance including ice (but not water);
 - iv) freezing providing that the machinery has been maintained in accordance with the manufacturer's recommendations by a competent mechanic and that the machinery has been protected by an appropriate anti-freeze mixture and inserted in accordance with the manufacturer's specification; or
 - v) lightning.
- f) The Vessel caused by scratching, bruising or denting during transportation, or preparation for transportation, by land, sea or air; or while being so transported.

Exclusions to and deductions from amount payable

The Insurers will not indemnify the Insured for:

- a) The cost and expense of rectifying or repairing:
 - i) a fault in design or construction; or
 - ii) any part (including the whole or any part of the hull) which is subject to a fault in design or construction or to a Latent Defect; or
 - iii) defective workmanship carried out or materials provided by an independent contractor employed to carry out maintenance, repairs or alterations to the Vessel at any time.
- b) Any costs of recalling goods manufactured by the Insured.

Insurers may deduct, at their sole discretion:

- a) up to one third of the replacement cost of used sails, running rigging, protective covers, canopies, masts, spars and standing rigging, outboard motors and electronic equipment; and/or
- b) a reasonable amount from the cost of repairs or replacement to take account of any betterment or increase in value to the Vessel arising out of repairs or replacement.

Additional Sums Payable

Insurers will also pay:

- a) Expenses incurred by the Insured for the purpose of averting or minimising Loss or Damage to the Vessel, provided that in each case the expense:
 - i) is both reasonably incurred and reasonable in amount; and
 - ii) results from an Occurrence (or the possibility of an Occurrence) for which there is or would be cover under this Policy.
- b) The costs of removal of any wreck of the Vessel from any place owned, leased or occupied by the Insured.
- c) The reasonable cost of inspecting the bottom of the Vessel after grounding even if no damage is found.

The amounts payable will be subject to the Excess and the total Sum Insured under this Section and arising out of any one Occurrence is limited to the Sum Insured of the Vessel.

E2 - Trailers

Cover

Loss or Damage to the Trailer caused by:

- a) theft;
- b) fire, explosion or lightning; or
- c) collision or accident whilst in use.

Exclusions

- a) The Insurers will not indemnify the Insured for Loss or Damage to the Trailer caused by:
 - i) theft during preparation for or in the course of towage unless the Trailer is attended or secured with a wheel clamp approved by the Insurers; or
 - ii) theft otherwise than during preparation for or in the course of towage unless the Trailer is secured by a wheel clamp approved by us or is in a locked place of storage.
- b) We will not pay for Loss or Damage to the Trailer tyres caused by the application of brakes or by punctures, cuts or bruises.

E3 - Personal Property

Cover

Loss or Damage to Personal Property of the Insured and of those on board the Vessel, provided that the Personal Property is:

- a) on board the Vessel;
- b) being used in connection with the Vessel; or
- c) In Transit between the Premises and the Vessel.

Exclusions

The Insurers will not provide any cover for:

- a) Money.
- b) Travellers cheques.
- c) Debit and credit cards.
- d) Jewellery, spectacles and contact lenses.
- e) Loss or Damage caused by:
 - i) theft unless the Personal Property is inside a locked compartment on board the Vessel; or in a locked building ashore and there is evidence of forcible and violent entry or exit;
 - ii) wear, tear or depreciation;
 - iii) damp, mould, mildew, corrosion or rust;
 - iv) vermin or moths; or
 - v) damage to machinery.
- f) Loss or Damage to articles of a brittle nature unless caused by:
 - i) the stranding or sinking of the Vessel or the Vessel being on fire;
 - ii) impact between the Vessel and any external substance including ice (but not water);
 - iii) heavy weather; or
 - iv) the action of thieves, robbers or burglars;
- g) Loss or Damage to diving equipment, fishing equipment and water skis unless caused by:
 - i) the Vessel being on fire; or
 - ii) theft following forcible and violent entry into or exit from the Vessel.

Special Limit

Claims settlements under this subsection will be made in accordance with item E of the Claims section (Basis of Claims Settlement (applicable to Section E - Marine)).

The amount payable in respect of any single article, set or collection of items is limited to a sum of GBP 100 unless the article has been declared to and accepted by the Insurers and an individual Sum Insured is specified on the Schedule.

Special Exclusion to Amount Payable

Notwithstanding Warranty 11 (Other Insurances), the Insurer will not indemnify the Insured for Loss or Damage to Personal Property which, at the time of the Occurrence giving rise to such Loss Or Damage, is, or would but for the existence of this Policy, be insured under any other insurance, except in respect of any excess beyond the amount which would have been payable under such other insurance had this Policy not been effected.

E4 - Builders Risks - Vessels In Construction

Cover

To the extent of the Insured's interest, Loss or Damage to the Vessel In Construction caused by:

- a) Accidents (including fire and collision).
- b) Latent Defects in the Vessel In Construction.
- c) Negligence.
- d) Theft of the entire Vessel In Construction.
- e) Theft of any part of the Vessel In Construction or any part which is to form the Vessel In Construction, provided that at the time of the theft the part is either:
 - i) securely fastened to the Vessel In Construction and in the case of an outboard motor, locked on by an Anti-Theft Device in addition to its normal method of attachment;
 - ii) outside Business Hours, inside a locked compartment on board the Vessel(s) or in a locked Building ashore or locked compound ashore and there is evidence of forcible and violent entry or exit; or
 - iii) lost during Business Hours.
- f) Malicious acts of third parties.
- g) Lightning, earthquake and volcano.

Exclusions

The Insurers will not indemnify the Insured for Loss or Damage:

- a) To the Vessel In Construction by:
 - i) wear, tear or depreciation;
 - ii) insects, marine borers, barnacles or marine growth;
 - iii) rodents;
 - iv) corrosion, rust, mildew, dampness or weathering;
 - v) electrolysis;
 - vi) osmosis; or
 - vii) civil, criminal or administrative proceedings, action by Customs Officers or executive actions of a Government or Government department unless arising out of an Occurrence which is covered by this Policy;
- b) To the Vessel In Construction's canopies and protective covers caused by wind.
- c) To the Vessel In Construction's sails caused by splitting or being blown away whilst hoisted or unfurled in use unless caused by:
 - i) damage to the spars to which the sails are attached;
 - ii) the stranding or sinking of the Vessel In Construction being on fire; or

- iii) impact between the Vessel In Construction and any external substance including ice (but not water).
- d) To the Vessel In Construction's machinery caused by freezing unless the machinery has been protected by an appropriate anti-freeze mixture which has been inserted in accordance with the manufacturer's specification.

Insured Situations

Insurers will cover the Vessel In Construction or any part of the Vessel In Construction:

- a) At the builder's yard and at the builder's Premises specified on the Schedule.
- b) Elsewhere within the port or place of construction at which the builder's yard is situated.
- c) At sub-contractor's works and premises.
- d) Within the port or place of construction where the sub-contractor's works are situated.
- e) While In Transit between the builder's yard and premises and sub-contractor's works and while In Transit within the port or place of construction at which the builder's yard is situated.

Period of Insurance

We will insure the Vessel In Construction and any item of the Vessel In Construction from the time of either the commencement of the Period of Insurance stated on the Schedule or, if later:

- a) the allocation of any item to the Vessel In Construction; or
- b) delivery of any item to the builder or sub-contractor for fitting to the Vessel In Construction up to the earlier of the expiry date mentioned on the Schedule or delivery to the owner or purchaser.

Limit of Liability

Claims settlements under this subsection will be made in accordance with item E of the Claims section (Basis of Claims Settlement (applicable to Section E - Marine)).

The Sum Insured arising out of any one Occurrence in respect of the Vessel In Construction and any item of the Vessel In Construction is limited to the final contract price or the total building cost plus 15%, whichever is the greater, and in relation to each item, the cost of the item plus 15%.

Exclusions to and deductions from amount payable

The Insurers will not indemnify the Insured for:

- a) The cost and expense of rectifying, repairing or replacing:
 - i) faulty welds;
 - ii) a fault in design or construction;
 - iii) any part (including the whole or any part of the hull) which is subject to a fault in design or construction or to a Latent Defect; or

- iv) defective workmanship carried out or materials provided by the Insured.

Insurers may deduct, at their sole discretion, a reasonable amount from the cost of repairs or replacement to take account of any betterment or increase in value to the Vessel In Construction arising out of repairs or replacement.

Additional Sums Payable

Insurers will also pay:

- a) Expenses incurred by the Insured for the purpose of averting or minimising Loss or Damage to the Vessel In Construction, provided that in each case the expense:
 - i) is both reasonably incurred and reasonable in amount; and
 - ii) results from an Occurrence (or the possibility of an Occurrence) for which there is or would be cover under this Policy.
- b) The costs of removal of any wreck of the Vessel In Construction from any place owned, leased or occupied by the Insured.
- c) The reasonable cost of inspecting the bottom of the Vessel In Construction after grounding, even if no damage is found.
- d) The cost and expense arising out of a failure to launch.
- e) The additional costs of fuel, insurance, wages, stores, provisions and port charges incurred solely for the purposes of landing from the Vessel in Construction sick or injured persons or stowaways, refugees or persons saved at sea.
- f) The additional expenses brought about by the outbreak of infectious disease on board the Vessel in Construction or ashore.
- g) Fines imposed on the Vessel in Construction or upon the Insured or any Master, Officer, Crew member or agent of the Vessel in Construction who is reimbursed by the Insured for any act or neglect or breach of any statutory regulation relating to the operation of the Vessel in Construction, but not for any fines which are incurred through any neglect, failure or default of the Insured, its servants or agents and the Master, Officer or Crew member.

Additional Cover

- a) Cruise Range

The Vessel in Construction may proceed to and from any wet or dry docks, harbours, ways, cradles and pontoons within the port or place of construction and to proceed under the Vessel in Construction's own power, loaded or in ballast, as often as required, for fitting out, docking, trials or delivery within a distance by water of 250 nautical miles. In the event that the Vessel in Construction travels more than 250 nautical miles of the port or place of construction, cover may be extended at an additional premium to be charged by Insurers.

- b) Change of Voyage

Cover may be extended at an additional premium to be charged by Insurers in case of any deviation or change of voyage, provided that the Insured gives the Insurers immediate notice, in writing, on receipt by the Insured of any advices and any amended terms of cover and any additional premium required by Insurers is agreed.

c) Vessel in Tow

Cover may be extended at an additional premium to be charged by Insurers if the Vessel in Construction is towed outside the port or place of construction provided that Insurers are given prior written notice.

d) Persons Insured

Any change of interest in the Vessel in Construction will not affect the validity of this insurance.

If a proportion is noted on the Schedule against a particular name or company, Insurers will pay that proportion of the amount payable in respect of a claim to that person or company.

Section F - Financial Risks

F1 - Business Interruption

Definitions

Additional definitions applicable to this Subsection (wherever they appear starting with a capital letter).

Accounts Receivable means the total amount of the balances debited to Customers in the Insured's accounts and declared in the statement last given under the provisions of the Premium Adjustment Condition after allowances have been made for bad debts and for amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the Loss or Damage) to customers' accounts in the period between the date of said statement and the date of the Loss or Damage.

Annual Gross Rentals means the Gross Rentals during the twelve months immediately before the date of the Loss or Damage.

Annual Gross Revenue means the Gross Revenue during the twelve months immediately before the date of the Loss or Damage.

Annual Turnover means the Turnover during the twelve months immediately before the date of the Loss or Damage.

Consequential Loss means loss resulting from the interruption of or interference with the Business in consequence of Loss or Damage to Property Insured used by the Insured at the Premises for the purpose of the Business.

Estimated Gross Profit means the amount declared by the Insured to the Insurers as representing not less than the Gross Profit which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased multiple where the Maximum Indemnity Period exceeds twelve months).

Estimated Gross Rentals means the amount declared by the Insured to the Insurers as representing not less than the Gross Rentals which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased multiple where the Maximum Indemnity Period exceeds twelve months).

Estimated Gross Revenue means the amount declared by the Insured to the Insurers as representing not less than the Gross Revenue which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased multiple where the Maximum Indemnity Period exceeds twelve months).

Gross Profit means the amount by which:

- a) the sum by which the amount of the Turnover, closing stock and work in progress exceeds
- b) the amount of the opening stock and work in progress and the amount of the Uninsured Working Expenses.

The amounts of the opening and closing stocks (including work in progress) will be arrived at in accordance with the Insured's usual accounting methods, due provision being made for depreciation.

Gross Rentals means the Money paid or payable to the Insured for tenancies and other charges and for services rendered in the course of the Business at the Premises.

Gross Revenue means the Money paid or payable to the Insured for services rendered in the course of the Business less the amount of any Uninsured Working Expenses.

Indemnity Period means the period beginning with the Occurrence of the Loss or Damage and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business are affected in consequence of the Occurrence.

Maximum Indemnity Period means the period detailed in the Schedule.

Rate of Gross Profit means the rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the Loss or Damage.

Standard Gross Rentals means the Gross Rentals during the twelve months immediately before the date of the Loss or Damage which corresponds with the Indemnity Period.

To which adjustments will be made as necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Loss or Damage, or which would have affected the Business had the Loss or Damage not occurred, so that the adjusted figures will represent, as nearly as may be reasonably practicable, the results which but for the Loss or Damage would have been obtained during the relative period after the Loss or Damage.

Standard Gross Revenue means the Gross Revenue during the period in the twelve months immediately before the date of the Loss or Damage which corresponds with the Indemnity Period.

Standard Turnover means the Turnover during the period in the twelve months immediately before the date of the incident which corresponds with the Indemnity Period.

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

Uninsured Working Expenses means any standing charges of the Business not Insured by this Policy having been deducted in arriving at the Sum Insured by the item in the Schedule.

Cover

Consequential Loss occurring in the Indemnity Period following Loss or Damage during the Period of Insurance caused by the operation of a peril insured under Section D of this Policy.

Provided that:

At the time of the happening of the Consequential Loss, insurance is in force which covers the interest of the Insured in the Property Insured at the Premises against such Loss or Damage and that:

- a) payment shall have been made or liability admitted; or
- b) payment would have been made or liability admitted but for the operation of a proviso in such insurance excluding liability for losses below a specified amount.

Limit of Liability

The liability of the Insurers will not exceed in the whole the Total Sum Insured or, in respect of any item, its Sum Insured or any other limit of liability stated as the Basis of Claims Settlement at the time of the Consequential Loss.

Basis of Claims Settlement

The following terms of settlement apply only if the paragraph title appears in the Schedule.

a) Gross Profit/Estimated Gross Profit

The insurance under this item is limited to loss of Gross Profit due to a) reduction in Turnover and b) increase in cost of working and the amount payable as indemnity will be:

- i) in respect of reduction in Turnover: the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period falls short of the Standard Turnover in consequence of the Loss or Damage;
- ii) in respect of increase in cost of work: the additional expenditure (subject to the provisions of the Uninsured Working Expenses) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Gross Profit which, but for that expenditure, would have taken place during the Indemnity Period in consequence of the Loss or Damage but not exceeding the amount of the reduction in Gross Profit avoided;
- iii) where this Policy insures Computer Equipment or Electronic Data, the limit of liability for business interference or interruption will be the increased cost of working in replacing the Electronic Data, less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business payable out of Gross Revenue as may cease or be reduced in consequence of the Loss or Damage.

Provided that if the Sum Insured by the item on Gross Profit is less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover (or at a proportionately increased multiple where the Maximum Indemnity Period exceeds twelve months), the amount payable will be proportionately reduced.

b) Gross Revenue/Estimated Gross Revenue

The insurance under this item is limited to a) loss of Gross Revenue and b) increase in cost of working, and the amount payable as indemnity will be:

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

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

If the Sum Insured by the item on Gross Revenue is less than the Annual Gross Revenue (or at a proportionately increased multiple where the Maximum Indemnity Period exceeds twelve months) the amount payable will be proportionately reduced.

c) Gross Rentals/Estimated Gross Rentals

The insurance under this item is limited to a) loss of Gross Rentals and b) increase in cost of working and the amount payable as indemnity will be:

- i) in respect of the loss of Gross Rentals: the amount by which the Gross Rentals during the Indemnity Period fall short of the Standard Gross Rentals in consequence of the Loss or Damage;
- ii) in respect of increase of cost of working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Gross Rentals which, but for the expenditure, would have taken place during the Indemnity Period in consequence of the Loss or Damage but not exceeding the amount of the reduction in Gross Rentals avoided,

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

If the Sum Insured by the item on Gross Rentals is less than the Annual Gross Rentals (or at a proportionately increased multiple where the Maximum Indemnity Period exceeds twelve months) the amount payable will be proportionately reduced.

d) Accounts Receivable

- i) in respect of the loss of Accounts Receivable: the difference solely due to the Loss or Damage between the amount of the Accounts Receivable at the date of the Loss or Damage and the total amount received in payment of them during the Indemnity Period;
- ii) in respect of loss of Additional Expenditure: costs necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Accounts Receivable which, but for that expenditure, would have occurred in consequence of the Loss or Damage, but not exceeding the amount which would otherwise have been payable under a) above.

If the Sum Insured by the item on Accounts Receivable is less than the total amount of the Accounts Receivable, the amount payable will be proportionately reduced.

Extensions

These Subsection Extensions are subject otherwise to the Terms, Exclusions and Conditions and Limits of the Policy and are only applicable to this Subsection if they are stated in the Schedule.

a) Alternative Trading

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

b) Automatic Reinstatement

In the absence of written notice by the Insurers to the contrary, the Sum Insured by this Subsection will not be reduced by the amount of the loss and in return, the Insured undertakes to pay the appropriate extra premium at a rate to be agreed on the amount of the loss from the date of such loss.

c) New Business

For the purpose of any claim arising from Loss or Damage occurring before the completion of the first year's trading of the Business at the Premises, the terms Rate of Gross Profit, Annual Turnover, Standard Turnover, Annual Gross Revenue, Standard Gross Revenue, Annual Gross Rentals and Standard Gross Rentals will have the following meanings and not the meaning previously stated.

i) Rate of Gross Profit

The rate of Gross Profit earned on the Turnover during the period between the date of the commencement of the Business and the date of the Loss or Damage.

ii) Annual Turnover

The proportional equivalent for a period of twelve months of the Turnover realised during the period between the commencement of the Business and the date of the Loss or Damage.

iii) Standard Turnover

The proportional equivalent for a period equal to the Indemnity Period of the Turnover realised during the period of the Business and the date of the Loss or Damage.

iv) Annual Gross Revenue

The proportional equivalent for a period of twelve months of the Gross Revenue realised during the period between the commencement of the Business and the date of the Loss or Damage.

v) Standard Gross Revenue

The proportional equivalent for a period equal to the Indemnity Period of the Gross Revenue realised during the period between the commencement of the Business and the date of the Loss or Damage.

vi) Annual Gross Rentals

The proportional equivalent for a period of twelve months of the Gross Rentals realised during the period between the commencement of the Business and the date of the Loss or Damage.

vii) Standard Gross Rentals

The proportional equivalent for a period equal to the Indemnity Period of the Gross Rentals realised during the period between the commencement of the Business and the date of the Loss or Damage, to which such adjustments will be made as necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Loss or Damage, or which would have affected the Business had the Loss or Damage not occurred, so that the adjusted figures represent, as nearly as may be reasonably practicable, the results which but for the Loss or Damage would have been obtained during the relative period after the Loss or Damage.

d) Professional Accountants

Any particulars or details contained in the Insured's books of account or other Business books or documents which may be required by the Insurers for the purpose of investigating or verifying any claim may be produced by professional accountants if at the time they are regularly acting as such for the Insured.

The Insurers will pay to the Insured the reasonable charges payable by the Insured to their professional accountants for producing such particulars or details or any other proofs information or evidence as may be required by the Insurers and reporting that such particulars or details are in accordance with the Insured's books of account or other Business books or documents.

Provided that the sum of the amount payable under this Extension and the amount otherwise payable under the Subsection will in no case exceed the liability of the Insurers as stated.

e) Payments on Account

Payments on account will, with the consent of the Insurers, be made to the Insured during the Indemnity Period.

f) Essential Personnel

The insurance by this Subsection extends to include additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing any interruption or interference with the Business during the Indemnity Period as a consequence of the death or permanent disablement from attending to usual duties by accidental and external means of any principal, director or partner of the Insured.

The liability of Insurers under this extension will not exceed GBP £5,000 in respect of any one Occurrence.

g) Book Debts

The insurance by this Subsection extends to include loss arising from the Insured being unable to trace or establish the Outstanding Debit Balances in whole or in part following Loss or Damage to the Insured's books of account or other Business books or records at the Premises or any premises occupied by persons acting on the Insured's behalf to which such Business records are temporarily removed or In Transit by road, rail or inland waterway within the Insured Territories, but excluding loss resulting from:

- i) records being mislaid or misfiled;
- ii) the deliberate falsification of records or by any bookkeeping, accounting or other error or omission; or
- iii) dishonest or fraudulent acts by any of the Insured's employees or by any person acting on their behalf.

The insurance under this extension is limited to the loss sustained by the Insured in respect of Outstanding Debit Balances directly due to the Loss or Damage and the amount payable in respect of any one Occurrence of Loss or Damage will not exceed:

- i) The difference between:
 - (a) the Outstanding Debit Balances; and
 - (b) the total of the amounts received or traced in respect of such debit balances,
- and

- ii) the additional expenditure incurred with Insurers' consent in tracing and establishing customers' and clients' debit balances after the Loss or Damage.

Provided that if the Sum Insured by this item is less than the Outstanding Debit balances, the amount payable will be proportionately reduced.

It is a condition precedent to any liability under this extension that the Insured must keep a monthly record of the amounts outstanding in Customers' accounts as set out in the Insured's books of account, and that such records be kept at a place other than the Premises.

Special Conditions applicable to this clause:

- 1) the Maximum Indemnity Period shall not exceed 3 months;
- 2) the Indemnity Period shall commence 24 hours after the start of the failure of supply.
- 3) Maximum Sum Insured not to exceed £25,000

h) Port Blockage

The insurance by this Subsection extends to include loss arising from interruption of or interference with the Business as a result of accidental damage to any docks, piers and jetties or any physical blockage within the port confines.

There is no cover under this Extension for business interruption caused by drought.

Special Conditions applicable to this clause:

- 1) the Maximum Indemnity Period shall not exceed 3 months;
- 2) the Indemnity Period shall commence 24 hours after the start of the failure of supply.
- 3) Maximum Sum Insured not to exceed £25,000

i) Contract Sites

The geographical scope of this insurance by this Subsection extends to include any location in the Insured Territories not in the Insured's occupation but where the Insured is carrying out a contract.

Special Conditions applicable to this clause:

- 1) the Maximum Indemnity Period shall not exceed 3 months;
- 2) the Indemnity Period shall commence 24 hours after the start of the failure of supply.
- 3) Maximum Sum Insured not to exceed £25,000

j) Damage in the vicinity

The insurance by this Subsection extends to include loss arising from destruction of or damage to property in the vicinity of the Premises which causes loss of custom to the Insured directly due to loss of amenities in the immediate vicinity of the Premises whether the Premises or Property Insured in the Premises are damaged or not.

Special Conditions applicable to this clause:

- 1) the Maximum Indemnity Period shall not exceed 3 months;
- 2) the Indemnity Period shall commence 24 hours after the start of the failure of supply.
- 3) Maximum Sum Insured not to exceed £25,000

k) Exhibition Sites

The geographical scope of the insurance by this Subsection extends to include any location in the Insured Territories not in the Insured's occupation where the Insured is exhibiting its goods or services for sale.

Special Conditions applicable to this clause:

- 1) the Maximum Indemnity Period shall not exceed 3 months;
- 2) the Indemnity Period shall commence 24 hours after the start of the failure of supply.
- 3) Maximum Sum Insured not to exceed £25,000

l) Notifiable diseases, vermin, defects in drains, murder, suicide and food poisoning

The insurance by this Subsection extends to include loss arising from interruption of or interference with the Business in consequence of:

- i) any Occurrence of a Notifiable Disease at the Premises or on a hired out Vessel or attributable to food or drink supplied from the Premises;
- ii) any discovery of an organism at the Premises or on a hired out Vessel likely to result in the Occurrence of a Notifiable Disease;
- iii) any Occurrence of a Notifiable Disease within a radius of 25 miles of the Premises;
- iv) the discovery of vermin or pests at the Premises which causes restrictions to the use of the Premises upon the order or advice of a competent Local Authority;
- v) any accident causing defects in the drains or other sanitary arrangements at the Premises which causes restrictions on the use of the Premises on the order or advice of a competent Local Authority; and
- vi) murder or suicide at the Premises or on a hired out Vessel.

For the purposes of this Extension the Indemnity Period will be the period beginning, in the case of i, ii, iii and vi above, with the Occurrence or discovery of the incident and in the case of d and e above, with the date from which the restrictions on the use of the Premises are applied and ending not later than the Maximum Indemnity Period.

There is no cover for any costs incurred in the cleaning, repair, replacement, recall or checking of any Property Insured. There will only be cover for the loss arising at the Premises which are directly affected by the insured peril.

Special Conditions applicable to this clause:

- 1) the Maximum Indemnity Period shall not exceed 3 months;
- 2) the Indemnity Period shall commence 24 hours after the start of the failure of supply.
- 3) Maximum Sum Insured not to exceed £25,000

m) Patterns

The insurance by this Subsection extends to include loss arising from Loss or Damage to patterns, jigs, models, templates, moulds, dies, tools, plans, drawings and designs which are the Insured's property, or held by the Insured in trust or on commission for which the Insured is responsible, whilst at premises in the Insured Territories, of any machine makers, engineers, founders or other metal workers but excluding any premises wholly or partly occupied by the Insured and whilst In Transit by road, rail or inland waterway within the Insured Territories.

Special Conditions applicable to this clause:

- 1) the Maximum Indemnity Period shall not exceed 3 months;
- 2) the Indemnity Period shall commence 24 hours after the start of the failure of supply.
- 3) Maximum Sum Insured not to exceed £25,000

n) Prevention of Access

The insurance by this Subsection extends to include loss arising from destruction of or damage to property in the vicinity of the Premises which will prevent or hinder the use of the Premises or

access to them whether the Premises or the Insured's property in the Premises are damaged or not.

Special Conditions applicable to this clause:

- 1) the Maximum Indemnity Period shall not exceed 3 months;
- 2) the Indemnity Period shall commence 24 hours after the date of the loss, destruction or damage.
- 3) Maximum Sum Insured not to exceed £25,000

o) Property Stored

The insurance by this Subsection extends to include loss arising from destruction of or damage to Property Insured whilst stored anywhere in the Insured Territories elsewhere than at the Premises.

Special Conditions applicable to this clause:

- 1) the Maximum Indemnity Period shall not exceed 3 months;
- 2) the Indemnity Period shall commence 24 hours after the date of the loss, destruction or damage.
- 3) Maximum Sum Insured not to exceed £25,000

p) Specified Customers

The insurance by this Subsection extends to include loss arising from destruction of or damage to the premises of those customers which are detailed in the Schedule.

Special Conditions applicable to this clause:

- 1) the Maximum Indemnity Period shall not exceed 3 months;
- 2) the Indemnity Period shall commence 24 hours after the date of the loss, destruction or damage.
- 3) Maximum Sum Insured not to exceed £25,000

q) Specified Suppliers

The insurance by this Subsection extends to include loss arising from destruction of or damage to the premises of those suppliers which are detailed in the Schedule.

Special Conditions applicable to this clause:

- 1) the Maximum Indemnity Period shall not exceed 3 months;
- 2) the Indemnity Period shall commence 24 hours after the date of the loss, destruction or damage.
- 3) Maximum Sum Insured not to exceed £25,000

r) Transit

Property Insured whilst In Transit by road, rail or inland waterways within the Insured Territories but it is understood that loss arising from impact damage to the conveying road or rail vehicle or waterborne craft is specifically excluded from this extension.

Special Conditions applicable to this clause:

- 1) the Maximum Indemnity Period shall not exceed 3 months;
- 2) the Indemnity Period shall commence 24 hours after the date of the loss, destruction or damage.
- 3) Maximum Sum Insured not to exceed £25,000

s) Unspecified Customers

The insurance by this Subsection extends to include loss arising from destruction of or damage to the premises of any of the Insured's customers.

Special Conditions applicable to this clause:

- 1) the Maximum Indemnity Period shall not exceed 3 months;
- 2) the Indemnity Period shall commence 24 hours after the date of the loss, destruction or damage.
- 3) Maximum Sum Insured not to exceed £25,000

t) Unspecified suppliers and storage sites

The insurance by this Subsection extends to include loss arising from destruction of or damage to the premises of any of the Insured's suppliers, manufacturers or processors of components, goods or materials, but excluding the premises of any supply company from which the Insured obtains electricity, gas, water or telecommunications services and premises not in the Insured's occupation where the Insured's property is stored, all in the Insured Territories.

Special Conditions applicable to this clause:

- 1) the Maximum Indemnity Period shall not exceed 3 months;
- 2) the Indemnity Period shall commence 24 hours after the date of the loss, destruction or damage.
- 3) excluding loss resulting from loss of supply of electricity, gas, water or telecommunications.
- 4) Maximum Sum Insured not to exceed £25,000

u) Utilities (Electricity)

The insurance by this Subsection extends to include loss arising from destruction of or damage to property at any generating station or sub-station of the electricity supply company from which the Insured obtains electricity.

Special Conditions applicable to this clause:

- 1) the Maximum Indemnity Period shall not exceed 3 months;
- 2) the Indemnity Period shall commence 24 hours after the start of the failure of supply.
- 3) Maximum Sum Insured not to exceed £25,000

v) Utilities (Gas)

The insurance by this Subsection extends to include loss arising from destruction of or damage to property at any land based premises of the gas supply company or of any natural gas producer linked directly with it from which the Insured obtains gas.

Special Conditions applicable to this clause:

- 1) the Maximum Indemnity Period shall not exceed 3 months;
- 2) the Indemnity Period shall commence 24 hours after the start of the failure of supply.
- 3) Maximum Sum Insured not to exceed £25,000

w) Utilities (Telecommunications)

The insurance by this Subsection extends to include loss arising from destruction of or damage to property at any land based premises of the telecommunications company from which the Insured obtains telecommunications services.

Special Conditions applicable to this clause:

- 1) the Maximum Indemnity Period shall not exceed 3 months;
- 2) the Indemnity Period shall commence 24 hours after the start of the failure of supply.
- 3) Maximum Sum Insured not to exceed £25,000

x) Utilities (Water)

The insurance by this Subsection extends to include loss arising from destruction of or damage to property at any water works or pumping station of the water supply company from which the Insured obtains water.

Special Conditions applicable to this clause:

- 1) the Maximum Indemnity Period shall not exceed 3 months;
- 2) the Indemnity Period shall commence 24 hours after the start of the failure of supply.
- 3) Maximum Sum Insured not to exceed £25,000

y) Vessels

Vessels which are your property whilst within the Insured Territories elsewhere than at any premises in Your occupation.

Special Conditions applicable to this clause:

- 1) the Maximum Indemnity Period shall not exceed 3 months;
- 2) the Indemnity Period shall commence 24 hours after the start of the failure of supply.
- 3) Maximum Sum Insured not to exceed £25,000

Conditions

a) Claims (Action by the Insured)

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

- i) in the event of Loss or Damage in consequence of which a claim is or may be made under this Subsection, the Insured will:
 - (a) notify the Insurers immediately;
 - (b) deliver to the Insurers, at their own expense within 7 days of its happening, full details of Loss or Damage caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons;
 - (c) with due diligence, carry out and permit to be taken any action which may be reasonable practicable to minimise or check any interruption of or interference with the Business or to avoid or diminish the Loss or Damage.
- ii) in the event of a claim being made under this Subsection the Insured, at their own expense, must:
 - (a) as soon as is reasonably practicable, deliver to the Insurers, in writing, particulars of their claim together with details of all other insurances covering Property used by the Insured at the Premises for the purpose of the Business or any part of it or any resulting Consequential Loss;
 - (b) deliver to the Insurers such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may be reasonably required by the Insurers for the purpose of investigating or verifying the claim together with, if demanded, a statutory declaration of the truth of the claim and of any matters connected with it.
- iii) any payment on account of the claims already made must be repaid to the Insurers if this Condition is not complied with.

b) Value Added Tax

To the extent that the Insured are accountable to HM Customs and Excise for Value Added Tax, all terms in this Subsection are exclusive of such tax.

c) Current Cost Accounting

For the purpose of these Subsection Definitions any adjustment implemented in current cost accounting will be disregarded.

d) Declaration Linked

(applicable only where specified in the Schedule)

The premium paid may be adjusted on receipt by the Insurers of a declaration of Gross Profit, Gross Revenue or Gross Rentals earned during the financial year most nearly concurrent with the Period of Insurance as reported by the Insured's auditors.

If any Loss or Damage gives rise to a claim for loss of Gross Profit, Gross Revenue or Gross Rentals the above mentioned declaration will be increased by the Insurers for the purpose of premium adjustment by the amount by which the Gross Profit, Gross Revenue or Gross Rentals was reduced during the financial year solely in consequence of the Loss or Damage.

If either declaration (adjusted as provided for above and proportionately increased where the Maximum Indemnity Period exceeds 12 months) is less than the Sum Insured on Gross Profit, Gross Revenue or Gross Rentals for the relative Period of Insurance, the Insurers will allow a pro rata return of premium not exceeding 50% of the premium paid.

The liability of the Insurers will not exceed in respect of Gross Profit, Gross Revenue or Gross Rentals 133 1/3 per cent of the Estimated Gross Profit, Estimated Gross Revenue or Estimated Gross Rentals stated and 100 per cent of the Sums Insured by other items or such other amounts as may be substituted.

F2 - Loss of Money

Cover

- a) Loss of the Insured's Money in the course of the Business:
 - i) at the Premises;
 - ii) in the ordinary course of transit;
 - iii) at the Insured's home or those of the Insured's authorised employees;
 - iv) at any of the Insured's contract sites during business hours; and
 - v) in bank night safes.

- b) Loss or Damage:
 - i) to any safe or strong room in the Premises;
 - ii) to any case, bag or waistcoat containing Money;
 - iii) arising from theft or attempted theft of Money; and
 - iv) to Clothing and Personal Effects arising from theft or attempted theft of Money involving assault or violence or threat of violence.

Exclusions

The Insurers will not cover loss of Money:

- a) Caused by clerical or accounting error.

- b) Caused by the dishonest act(s) of employees unless discovered within seven working days of the loss.

- c) Covered by another insurance policy, except the excess amount beyond that payable under the other policy.

- d) Outside the Insured Territories.

- e) From an Unattended Vehicle or Trailer.

- f) From any coin or token operated gaming, amusement or vending machine, unless involving forcible and violent entry to or exit from the Premises.

- g) Caused by change in the water table level.

- h) Caused as a result of the interruption of the Business or any other Consequential Loss.

- i) In the course of post unless registered.

Conditions

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

- a) Whenever the Premises are closed for business or left unattended, the Insured will keep safes locked and ensure that all the keys to the safes and Premises and records of combination numbers of the safe(s) and strong room(s) are removed from the Premises and if the person(s) holding the keys and records of combination numbers resides in a residence adjoining and communicating with the Premises, the keys and records of combination numbers are removed from the residence when left unattended.
- b) The Insured will leave the till or cash register drawer empty and in a fully open position whenever the Premises are closed for business or left unattended.
- c) The Insured will maintain a complete record of Money which the Insured will keep in a secure place separate from Money.
- d) All protections shown in the Schedule of additional protections are and will be properly installed, maintained and operational.
- e) The following amounts of Money in the ordinary course of transit are and will be accompanied as shown:
 - i) more than £2,500 - at least two persons
 - ii) more than £5,000 - at least three persons
 - iii) more than £8,000 - at least four persons
 - iv) more than GBP 12,000 - as stated in the Scheduleand will be carried in private motor vehicles where the distance exceeds half a mile.
- f) When Money is in the custody of a security company the Insured will comply with its contract with them, the contract having been first declared to Insurers and specified as agreed in the Schedule.

F3 - Assault

Definitions

Additional definitions applicable to this Subsection (wherever they appear starting with a capital letter).

Bodily Injury means death or physical disablement including mental or nervous shock.

Insured Peril means actual or attempted robbery or theft.

Insured Person means the Insured or any of the Insured's directors or employees or any other person to whom the Insured has entrusted Money under the age of 65 years.

Cover

This Policy will cover the Insured for Bodily Injury to Insured Persons because of an Insured Peril which arises in the course of the Business and which causes an Insured Event shown in the Table of Benefits below.

The Insurers will pay, in respect of death, loss or disablement of the Insured Person, the benefits shown in the Table of Benefits below multiplied by the number of units shown on the Schedule to this Subsection.

TABLE OF BENEFITS

INSURED EVENT	ONE UNIT OF BENEFIT
1. Death	GBP 5,000
2. Total and permanent loss or loss of use of one or more limbs, hands or feet	GBP 5,000
3. Total and permanent loss of sight of one or both eyes	GBP 5,000
4. Total and permanent loss of hearing or speech	GBP 5,000
5. Permanent total inability to attend to any occupation	GBP 5,000
6. Temporary total inability to attend to the usual occupation - per week	GBP 50

Limit of Liability

Insurers will not pay any benefit under Insured Events 1,2,3,4 and 6 unless death, loss or disablement occurs within twelve calendar months of the date of the Insured Event.

Insurers will not pay a claim under Insured Event 5 until payment has continued under Insured Event 6 for a total of 104 weeks, unless Insurers are satisfied that permanent and total disability from engaging in or giving attention to any occupation will continue for the remainder of the insured person's life. Once payment is made under Insured Event 5, no further payment will be made under Insured Event 6.

If the same Insured Peril causes more than one Insured Event, Insurers will only pay for the most serious Insured Event.

Insurers will not pay benefit to an Insured Person under Insured Event 6 for more than 104 weeks from the date the insured person first became unable to attend to their usual occupation.

Insurers will stop paying benefit under Insured Event 6 as soon as the insured person resumes their usual occupation.

Special Conditions

Within one month from the expiry of each Period of Insurance the Insured will furnish to Insurers such particulars and information as Insurers may require to adjust the Premium for that period and will pay to Insurers, within thirty days, any further Premium due.

General Exclusions

This Policy does not cover any actual or alleged loss, liability, damage, defence cost, cost or expense directly or indirectly caused by, arising or resulting from:

1. Nuclear reaction, nuclear explosion, nuclear radiation or radioactive contamination, however such reaction, explosion, radiation or contamination may have been caused.

Provided that in respect of claims arising out of Injury which form the subject of indemnity under Section A Employers' Liability this Exclusion will only apply to liability:

- i. of any party to whom indemnity is granted under clause iv of Extension B in section C and Extension E in Section B (Indemnity to others); and/or
 - ii. assumed by You by agreement which would not have attached in the absence of such agreement.
2. Arising from Injury or Damage, cost or expense of any nature caused by, resulting from or in any way connected with or relating to any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss

For the purpose of this Exclusion an Act of Terrorism means an act including, but not limited to, the threat and/or the use of violence of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

This Exclusion also excludes Injury or Damage cost or expense of any nature caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism

If we allege that by reason of this Exclusion any Injury or Damage cost or expense is not covered by this Policy the burden of proving to the contrary will be upon you

In respect of Section A - Employers' Liability, this Exclusion will only apply in excess of GBP 5,000,000 any one claim against you or series of claims against you arising out of one Occurrence (inclusive of Defence Costs).

3. Arising from or in any way relating to asbestos or asbestos fibres including, but not limited to, Injury or Damage caused by or in any way connected with asbestos or asbestos fibres or any commodity, article or thing containing asbestos or asbestos fibres or the cost of removing, nullifying or cleaning up asbestos fibres or any commodity, article or thing containing asbestos or asbestos fibres.

In respect of Section A - Employers' Liability this Exclusion will only apply in excess of GBP 5,000,000 any one claim against you or series of claims against you arising out of one Occurrence (inclusive of Defence Costs).

4. Coronavirus Exclusion

Not applicable to Section A - Employers' Liability.

This Insurance does not cover any claim in any way caused by or resulting from:

- a) Coronavirus disease (COVID-19);
- b) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- c) any mutation or variation of SARS-CoV-2;
- d) any fear or threat of a), b) or c) above.

5. CYBER EXCLUSION (TOTAL)

- 1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, this Policy excludes any Cyber Loss.
- 2. If the Underwriters allege that by reason of this exclusion any Cyber Loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.
- 3. This exclusion does not apply to a claim that would otherwise be covered under the Employers' Liability section of this Policy. This cover is limited to the first £5,000,000 of any one claim or series of claims arising out of any one occurrence (inclusive of defence costs).

Definitions

For the purposes of this Exclusion:

- 1. "Cyber Loss" means all actual or alleged Injury or Damage or any other injury or damage of any kind, or any loss, liability, compensation, or statutory fine or penalty or any other cost or expense whatsoever, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Incident.
- 2. "Cyber Incident" means:
 - 2.1 an unauthorised or malicious act or series of related unauthorised or malicious acts, regardless of time and place, or the threat or hoax thereof; and/or
 - 2.2 a failure to act, any error or omission or accident or series of related failures to act, errors or omissions or accidents; and/or
 - 2.3 a breach of duty, statutory duty or regulatory duty or trust or series of related breaches of duty, statutory duty or regulatory duty or trust; involving access to, processing of, use of or operation of any Computer System or any data by any person or group(s) of persons.
- 3. "Computer System" means any computer, hardware, software, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or data storage device, networking equipment or back up facility.

Claims

1. Claims Procedure

- a) You must give notice to Us in writing at ukclaims@advent.claims (Telephone: 01245 955076) of any Injury or Damage or circumstances, Occurrence, claim or proceedings that may be subject to indemnity under this Policy as soon as reasonably possible and in any event no later than 14 days after You or Your representative has knowledge of any such event.
- b) You must, without delay, send Us unanswered every letter, court order, summons or other legal document received.
- c) You must not admit liability for or negotiate the settlement of any claim without Our prior written consent.
- d) We will be entitled to conduct, in Your name, the defence or settlement of any claim or to prosecute, for Our own benefit, any claim for indemnity or damages or otherwise and will have full discretion in the conduct of any proceedings and in the settlement of any claim.
- e) You must give all such information and assistance as We may require.

2. Basis of Claims Settlement (applicable to Section D)

The amount payable in respect of Loss or Damage will be, at Insurers' option, either the cost of the reinstatement of the Loss or Damage or indemnity as defined below.

Reinstatement

For this purpose, "reinstatement" means:

The rebuilding or replacement of damaged Property Insured (or in the case of Buildings, repair or restoration), which, provided the liability of the Insurers is not increased, may be carried out in any manner suitable to the requirements of the Insured upon another site.

Provided that:

- a) The liability of the Insurers for the repair or restoration of Property Insured which is damaged in part only will not exceed the amount which would have been payable had such Property Insured been wholly lost.
- b) Each item of Property Insured subject to this Basis of Claims Settlement is declared to be separately subject to the following Condition of Average (Underinsurance).

If at the time of reinstatement, the sum representing 85 per cent of the cost which could have been incurred in reinstating the whole of the item of Property Insured subject to this Basis of Claims Settlement exceeds its Sum Insured at the commencement of any Loss or Damage, the liability of the Insurers will not exceed that proportion of the amount of the Loss or Damage which the Sum Insured bears to the sum representing the total cost of reinstating the whole of such Property Insured at that time.

- c) The Insured must, at their own expense, provide all plans, documents, books and information as may be reasonably required.
- d) Insurers are not be bound to reinstate exactly but only as circumstances permit.

- e) The rebuilding, replacement, repair or restoration of Property Insured will be to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new. Indemnity

For this purpose “indemnity” means:

The value at the time of Loss or Damage of the damaged Property Insured.

Provided that:

- a) each item Insured subject to this Basis of Claims Settlement is declared to be separately subject to the following Condition of Average (Underinsurance); and
- b) if at the time of Loss or Damage the Sum Insured for the item of Property Insured is less than 85% of its value, the liability of the Insurers is limited to that proportion of the Loss or Damage which the Sum Insured bears to the value of the item.

3. Basis of Claims Settlement (applicable to Section E)

Total Loss

In the event of the total loss or destruction of Property Insured, Insurers will pay the Sum Insured specified in the Schedule in relation to that item of Property Insured.

Constructive Total Loss

In the event that the cost of recovering and/or repairing the Property Insured will exceed the Sum Insured specified in the Schedule in relation to that item of Property Insured, or that the Insured has been deprived of the free use and disposal of Property Insured for a period of 12 consecutive months commencing during the Period of Insurance, except in the case of theft when the period will be a reasonable period depending upon the facts of each individual case, Insurers will pay the Sum Insured specified in the Schedule in relation to that item of Property Insured.

Partial Loss

In the case of a partial loss where repairs are undertaken, Insurers will pay the reasonable costs of recovering the Property Insured and the reasonable cost of effecting repairs, less the Excess; or where repairs are not undertaken by the end of the Period of Insurance or such later time as Insurers agree in writing, Insurers will pay the reasonable costs of recovering the Property Insured and the diminution in market value by reason of the unrepaired damage up to the reasonable cost of effecting repairs.

4. Claims (Rights of the Insurers)

It is a condition precedent to any liability of the Insurers to make any payment under this Policy that on the happening of Loss or Damage in respect of which a claim is made the Insurers and any person authorised by the Insurers may without thereby incurring any liability or diminishing any of the Insurers’ rights under this Policy enter take or keep possession of the Premises where such Loss or Damage has occurred and take possession of or require to be delivered to the Insurers any Property Insured and deal with such Property for all reasonable purposes and in any reasonable manner.

No property may be abandoned to the Insurers whether taken possession of by the Insurers or not.

5. Claims (Subrogation)

If any payment is made under this Policy in respect of a claim or loss and there is available to Insurers any of the Insured’s rights of recovery against any other party, then Insurers maintain all such rights of recovery.

Insurers will not exercise those rights against any past, present or future employee, director or partner of the company named as the Insured in the Schedule, or any subsidiary, unless such payment is in respect of any wilful, malicious or dishonest acts or omissions.

The Insured must do nothing to impair any rights of recovery.

At Insurers' request the Insured will bring proceedings to transfer those rights to Insurers and help Insurers to enforce them.

Any recovery shall be applied as follows:

- a) first to Insurers up to the amount of Insurers' payment in respect of compensation and Defence Costs and expenses;
- b) then to the Insured as recovery of the Insured's Excess or other amount paid as compensation or costs and expenses.

6. Fraudulent Claims

- a) If the Insured makes a fraudulent claim under this insurance contract, the Insurer:
 - i) Is not liable to pay the claim; and
 - ii) May recover from the Insured any sums paid by the Insurer to the Insured in respect of the claim; and
 - iii) May by notice to the Insured treat the contract as having been terminated with effect from the time of the fraudulent act.
- b) If the Insurer exercises its right under clause a) iii) above:
 - i) The Insurer shall not be liable to the Insured in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the Insurer's liability under the insurance contract (such as the Occurrence of a loss, the making of a claim, or the notification of a potential claim); and
 - ii) The Insurer need not return any of the premiums paid.

Nothing in these clauses is intended to vary the position under the Insurance Act 2015.

Policyholder Complaints

We aim to provide You with a high standard of service at all times, although We appreciate that there may be occasions where You feel it is necessary to make a complaint.

If You wish to make a complaint, You can do so at any time by referring the matter to either Us or the Complaints team at Lloyd's.

Our address:

Complaints
AXIS Managing Agency Ltd
52 Lime Street
London
EC3M 7AF

Tel: 020 7050 9000
Fax: 020 7050 9001
E-mail: complaints@axiscapital.com

The Complaints team at Lloyd's:

Complaints
Lloyd's
One Lime Street
London
EC3M 7HA

Tel: 020 7327 5693
Fax: 020 7327 5225
E-mail: complaints@lloyds.com

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help", which is available from www.lloyds.com/complaints. Alternatively, You can ask Lloyd's for a copy of this leaflet using the contact details shown above.

If You are dissatisfied with the outcome of your complaint, You may have the right to refer Your complaint to the Financial Ombudsman Service (FOS).

The address of the FOS is:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0800 023 4567 (calls to this number are free from "fixed lines" in the UK)

Tel: 0300 123 9123 (calls to this number cost the same as 01 and 02 numbers on mobile phone tariffs in the UK)

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

You can find more information on the FOS at www.financial-ombudsman.org.uk

This complaints procedure does not affect Your right to take legal action.

Optional Extensions

Optional Extension 1 - Contractors All Risks

Definitions

Additional definitions applicable to this Extension (wherever they appear starting with a capital letter).

Contractors' Plant means contractors' plant, tools and equipment, demountable and temporary buildings and caravans and other items of a like nature for use in connection with the Works the property of the Insured or for which the Insured is responsible.

Principal means any employer, firm, company, ministry or authority who has by a contract made with the Insured, engaged the Insured to perform work for him.

The Works means the temporary or permanent work specified in any contract, whether written or verbal, which is being executed or is to be executed or has been executed in the course of Business including materials supplied pursuant to such contract and other materials for use in connection with such work.

Cover

It is understood and agreed that subject to the following terms, exclusions, conditions and definitions, and all other Policy terms, exclusions, conditions and definitions, the Insurer will indemnify the Insured for all risks of Loss or Damage not exceeding the Limit of Indemnity in the Schedule sustained during the Period of Insurance to:

- a) The Works; and
- b) Contractors' Plant

The indemnity provided will only apply to losses occurring within the Insured Territories as stated in the Schedule, including whilst in transit but excluding transit by sea or air, provided that Insurers will be under no liability in respect of contracts originally scheduled to be of longer duration than three years (exclusive of the defects liability period).

Excess

Insurers will not be liable for the amount stated in the Schedule (the Excess) of each and every loss or series of losses arising from one originating cause.

Limit of liability

The liability of Insurers under this Extension for each and every loss or series of losses arising from one originating cause will not exceed the limit of indemnity for OPTIONAL EXTENSION 1 stated in the Schedule.

Exclusions

The Insurers will not indemnify the Insured for:

- a) Consequential loss, loss of use, Liquidated Damages or penalties for delay or non-completion.

- b) Loss or Damage to aircraft or hovercraft.
- c) Loss or Damage to mechanically propelled vehicles (including Trailers attached to such vehicles), other than:
 - i) vehicles designed primarily to operate as tools of trade (which is deemed to include any plant primarily designed to operate on or about a contract site); and
 - ii) other vehicles brought onto a contract site for use only on such site.
- d) Loss or Damage to any mechanically propelled vehicle (including Trailers or plant attached to such vehicles or being towed) which is licensed for road use, unless such Loss or Damage occurs on a contract site.
- e) Loss or Damage to any Trailer caused by:
 - i) theft during preparation for or in the course of towage unless the Trailer is attended or secured with a wheel clamp approved by the Insurers; or
 - ii) theft otherwise than during preparation for or in the course of towage unless the Trailer is secured by a wheel clamp approved by us or is in a locked place of storage.

We will not pay for Loss or Damage to the Trailer tyres caused by the application of brakes or by punctures, cuts or bruises.

- f) Loss or Damage to or the cost necessary to replace, repair or rectify:
 - i) Property Insured which is in a defective condition due to a defect in design, plan, specification, materials or workmanship of such Property Insured or any part of such Property Insured;
 - ii) Property Insured lost or damaged to enable the replacement repair or rectification of Property Insured excluded by a) above.

Exclusion i) above will not apply to other Property Insured which is free of the defective condition but is damaged as a consequence of such condition.

For the purposes of this Extension and not merely this Exclusion, the Property Insured will not be regarded as lost or damaged solely by virtue of the existence of any defect in design, plan, specification, materials or workmanship in the Property Insured or any part of such Property Insured.

- g) The cost of making good:
 - i) mechanical or electrical breakdown or derangement; or
 - ii) wear, tear, rust or other gradual deterioration.

This Exclusion is limited to the parts immediately affected and does not apply to Loss or Damage arising in consequence of such Loss or Damage.

- h) Stock and materials in trade whilst at any Premises owned, leased or rented by the Insured unless specifically designated for use in the Works.
- i) Loss or Damage to deeds, bonds, cash, notes, postal and/or money orders, cheques, stamps or negotiable instruments of any nature or other securities for Money.

- j) Loss or Damage to the Works after being taken into use by any principal with the consent of the Insured or any employee of the Insured other than:
 - i) during testing and commissioning when applicable; and
 - ii) during the period of 14 days from the date of issue by the engineer of a Certificate of Completion when a contract is subject to the standard conditions of Contract of the Institution of Civil Engineers or equivalent conditions.

Where the Insured has engaged sub-contractors, the reference in (b) to a Certificate of Completion does not include any Certificate of Completion issued in respect of sub-contract works for the purpose of transferring responsibility for such works to the Insured.

- k) Any loss of property either by disappearance or by shortage if such disappearance or shortage is only revealed when a routine inventory is made or is not traceable to an Occurrence.
- l) Loss or Damage to any property forming or which has formed part of any structure (including any fixtures, fittings or contents) existing at the time of the commencement of the Works.
- m) Loss or Damage caused by or arising from Pollution or Contamination other than that of or to the Works or Contractors' Plant, unless otherwise excluded.

For the purposes of this Exclusion, Pollution or Contamination means all pollution or contamination of Buildings or structures or of water or land or the atmosphere and all Loss or Damage directly or indirectly caused by or arising from such Pollution or Contamination;

- n) Loss or Damage for which the Insured is relieved of responsibility under the terms of any contract.
- o) Loss or Damage to:
 - i) nuclear material; and
 - ii) any Works, including decommissioning in or of any building plant equipment or other property which has been used or is designated to be used for the production or use of nuclear material without the prior agreement of Insurers.
- p) Loss or Damage directly caused by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- q) Loss or Damage in Northern Ireland caused by or happening through or in consequence directly or indirectly of civil commotion.

Additional clauses

a) Debris removal

This Extension includes costs and expenses necessarily incurred by the Insured, with the consent of the Insurers, for the removal of debris, dismantling, demolition(including off site storage), shoring, propping and clearance of drains and sewers following Loss or Damage but excluding all costs and expenses arising from pollution or contamination of property not insured by this Extension.

b) Defects liability period

Notwithstanding the provisions of Exclusion i, the Insurers will indemnify the Insured:

- i) for Loss or Damage to any permanent works comprising the Works occurring during any maintenance or defects liability period not exceeding 6 months duration, but only in respect of Loss or Damage for which the Insured is liable arising from a cause occurring prior to the commencement of the maintenance or defects liability period; and
- ii) for Loss or Damage to the Works or Contractors' Plant occurring during such maintenance or defects liability period and arising from or in connection with work actually undertaken by the Insured during such maintenance or defects liability period solely in connection with the Named Insured's contractual obligations to remedy a defect or complete any snagging list.

c) Additional interest

This Policy duly notes the interest of any bank, finance company, building society or other institution or concern that has a financial interest in the Works or Contractors' Plant covered by this Extension, including plant owners to the extent required by hire conditions.

d) Testing and commissioning

The indemnity will not apply to Loss or Damage caused by or arising out of electrical or mechanical testing of any machinery or plant comprising the Works, except during a period not exceeding 45 (not necessarily consecutive) days from the commencement of such testing.

Optional Extension 2 - Professional Indemnity

Cover

It is understood and agreed that subject to the following terms, exclusions, conditions and definitions, and all other Policy terms, exclusions, conditions and definitions, the Insurer will indemnify the Insured for all claims first made in writing against the Insured and notified to the Insurer during the Period of Insurance in respect of sums that the Insured becomes legally liable to pay for damages or compensation and claimants' costs and expenses arising from negligent performance of the Insured's Business.

Limit of liability

It is further understood and agreed that the liability of the Insurer under this Extension for all claims for damages and claimants' costs and expenses occurring in any one Period of Insurance will not in the aggregate exceed GBP 250,000.

Exclusions

The Insurers will not be liable for:

- a) Any liability arising out of or in any way connected with any contract or agreement unless, and only to the extent that, such liability would have arisen in any event in the absence of such contract or agreement.
- b) Any trading losses or trading liabilities incurred by the Insured including, but not limited to, any loss of client account and/or custom.
- c) Any amount in respect of Liquidated Damages, fines, penalties or payments due under any statute, statutory regulation, by-law or other provisions having the force of law.
- d) Any liability arising from any deliberate act or omission by or on behalf of the Insured and which result could have reasonably been expected by the Insured having regard to the nature and circumstances of such act or omission.
- e) Any liability arising from or in any way connected with act(s) of fraud or dishonesty.
- f) The first GBP5,000 of each and every claim made against the Insured which amount will be retained by the Insured as their own liability and uninsured.
- g) Any liability arising where the event giving rise to the liability occurred or is alleged to have occurred prior to the inception of this policy.

Optional Extension 3 - Subsidence

(Applicable to Section D1 of the Policy)

Cover

Subject to the following terms, exclusions, conditions and definitions, and all other Policy terms, exclusions, conditions and definitions, Subsection D1 is extended to cover subsidence or heave of the site on which the Building stands, landslip or avalanche.

Exclusions

The Insurers will not be liable for:

- a) The first £1,000 of each Occurrence of Loss or Damage to the Building or such other greater sum as noted on the Schedule.
- b) Loss or Damage to:
 - i) service tanks, drains, pipes and cables;
 - ii) fixed fuel oil or gas tanks and their bases; and
 - iii) walls gates and fences,unless any insured Building is damaged by the same cause and at the same time.
- c) Loss or Damage arising during the course of structural repairs, alterations, extensions, groundworks, excavations or dredging.
- d) Loss or Damage caused by:
 - i) normal settlement, shrinkage or expansion;
 - ii) subsidence or heave of made up ground;
 - iii) faulty construction or the use of defective materials; or
 - iv) coastal or river erosion.

SANDPIPER MARINE TRADE COMMERCIAL COMBINED INSURANCE SCHEDULE

UMR NUMBER: B1229EVERARD22

**CLIENT
REFERENCE:** 47980872

THE INSURED: Saltash Town Council

**BUSINESS
DESCRIPTION:** Pontoon Moorings

CORRESPONDENCE ADDRESS: The Guildhall, 12 Lower Fore Street, Saltash, Cornwall, PL12 6JX

RISK ADDRESS: A) Saltash Mooring Pontoon, Waterfront, Saltash, Cornwall, PL12 6BJ

PERIOD OF INSURANCE: **From: 14th December 2022**
To: 13th December 2023
(Both Days Inclusive) GMT and for such further period or Periods as may be mutually agreed upon.

**GROSS ANNUAL
PREMIUM:** £1,837.50

IPT: £220.50

**BROKER
ADMINISTRATION
FEE:** £25.00

**TOTAL ANNUAL
PREMIUM:** £2,083.00

**TAXES PAYABLE
BY INSURED AND
ADMINISTERED BY
INSURERS:** 12% Insurance Premium Tax (UK) on the Premium

PAYMENT TERMS: To be paid to Underwriters within 60 days of Inception. Non-receipt by Underwriters of such premium by midnight of the premium due date shall render this Insurance Policy void with effect from Inception.

POLICY FORM: Axis MTrade CC Wording 2021



Broker at **LLOYD'S**

SUBJECTIVITIES: Satisfactory fully completed original signed and dated proposal form at inception or compliance with statement of fact at renewal

STANDARD POLICY CONDITIONS: As per '**Standard Policy Conditions**' attached

CONDITIONS PRECEDENT: As per '**Conditions Precedent**' attached and as per wording

ENDORSEMENTS: As per '**Endorsements**' attached

WARRANTIES: As per '**Warranties**' attached

NOTICES TO THE INSURED: As per '**Notices to the Insured**' attached

CLAIMS HISTORY: **None**

As prepared by Everard Insurance Brokers

INFORMATION: Invite prepared on expiry basis

INSURERS: 100% Axis Syndicate 1686 at Lloyd's

ISSUED BY: James Hallam Limited t/a Everard Insurance Brokers
10th Floor, 2 Minster Court, London, EC3R 7BB

Issued in accordance with the authority granted to the undersigned by those **Insurers** subscribing to this insurance (Authorised Insurers) on the date shown. This insurance is subject to the terms and conditions included in the certificate wording, plus any endorsements or extensions shown attached.

For and on behalf of
Syndicate 1686 at Lloyd's



Broker at **LLOYD'S**

SECTION A(1) – EMPLOYERS LIABILITY
Not Operative
SECTIONS B(1) & C(1) – PUBLIC & PRODUCTS LIABILITY
Operative

Limit of Indemnity	£10,000,000
Estimated Annual Turnover Category	
UK - Total Estimated Annual Turnover	£50,000
Liability from hire of plant or cranes under contracts on CPA or similar	No
Specified power operated lifts, hoists and cranes operated at the premises or unlicensed road vehicles and mobile plant	No
Excess:	£500

SECTION D(1) – PROPERTY AT THE INSURED PREMISES
Operative

Insured Property	Saltash Mooring Pontoon, Waterfront, Saltash, Cornwall, PL12 6BJ		
Description	Premises	Basis of Settlement	Sum Insured
Pontoons/Installations	A	Reinstatement	£250,000
Total Sum Insured			£250,000
Excess:			£500

SECTION D(2) – THEFT
Operative

Insured Property	Saltash Mooring Pontoon, Waterfront, Saltash, Cornwall, PL12 6BJ		
Description	Premises	Basis of Settlement	Sum Insured
Pontoons/Installations	A	Reinstatement	£250,000
Total Sum Insured			£250,000
Excess:			£500



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SECTION D(3) – GOODS IN TRANSIT
Not Operative

SECTION D(4) - EXHIBITIONS
Not Operative

SECTION D(5) – PROPERTY AWAY FROM THE PREMISES
Not Operative

SECTION E(1) – MARINE MATERIAL DAMAGE
Not Operative

SECTION E(2) - TRAILERS
Not Operative

SECTION E(3) – PERSONAL PROPERTY
Not Operative

SECTION E(4) – BUILDERS RISKS
Not Operative

SECTION F(1) – FINANCIAL LOSS
Not Operative

SECTION F(2) – LOSS OF MONEY
Not Operative

SECTION F(3) – ASSAULT
Not Operative

OPTIONAL EXTENSION 1 – CONTRACTORS ALL RISK
Not Operative

OPTIONAL EXTENSION 2 – PROFESSIONAL INDEMNITY
Not Operative


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OPTIONAL EXTENSION 3 - SUBSIDENCE



Broker at **LLOYD'S**

Everard Insurance Brokers is a trading division of James Hallam Limited who are authorised & regulated by the Financial Conduct Authority - Firm Reference Number: 134435. James Hallam Limited is Registered in England & Wales - Registered Number: 1632840. Registered Office: 156 South Street, Dorking, Surrey, RH4 2HF

STANDARD POLICY CONDITIONS

It is a Condition that a satisfactory survey and all risk improvements required by Underwriters being carried out within the time specified – if required. **Failure to comply with the survey requirements will entitle the Axis Underwriter to review their terms which could include modifying the premium, exercising their right to cancel the policy or applying other additional terms and conditions.**

It is a condition that Terms of trade are used and adopted.

It is a condition that any moorings are professionally laid, maintained and inspected at least annually by a competent person.

This policy excludes liability in respect of USA/Canada

Premium is Adjustable at Year End.



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CONDITIONS PRECEDENT

As per policy wording and as below

None.



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ENDORSEMENTS ATTACHING TO THIS CERTIFICATE

FCA ENDORSEMENT

It is hereby noted and agreed that the following shall apply to the Insurance Policy/certificate/declaration to which this Endorsement is attached:

Information

Insurer

This policy is Underwritten by Lloyd's Syndicate No. 1686. Syndicate No. 1686 is Managed by Axis Managing Agency Ltd whose registered office is at The Scalpel, 52 Lime Street, London EC2M 7AF

Law

The parties are free to choose the law applicable to the policy. Unless specifically agreed to the contrary this policy shall be subject to the laws of England and Wales..

Queries

Any query or question about this policy or any claim under it should be addressed in the first instance to your broker or coverholder (as applicable).

Retail Customers

In certain circumstances, where you are a retail customer, i.e. an individual who is acting for purposes which are outside your trade, business or profession, then other provisions may also apply to you. Please refer to the information contained in the Policy Summary which would have been issued to you via your broker or coverholder (as applicable) and/or otherwise address any queries as outlined above.



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WARRANTIES ATTACHING TO THIS CERTIFICATE

ELECTRICAL CIRCUIT WARRANTY

You warrant to us that:

- a)
 - i) All electrical circuits will be tested within 30 days of the commencement of the warranty; or
 - ii) You have any existing certificate of a test carried out not more than 3 years prior to the commencement of the warranty; and
 - iii) All electrical circuits will be tested at least once in every 3 years from the date of the last test by a properly qualified electrical engineers; and
- b) Any defects found during such testing will be remedied or any recommendation made will be carried out immediately in accordance with the requirements and regulations of the Institute of Electrical Engineers; and
- c) You will have obtained a certificate confirming the appropriate works have been undertaken; and
- d) You will make such certificate available to us on our request

FIRE EXTINGUISHING APPLIANCE - 12 MONTHLY MAINTENANCE

You warrant to us that all fire extinguishing appliances situated at the Premises shall be professionally inspected and maintained annually.

FLAMMABLE LIQUIDS AND LIQUID PETROLEUM GAS REGULATIONS

You warrant to us that you will comply with the Highly Flammable Liquids and Liquid Petroleum Gas Regulations 1972 or any amendments, modifications or re-enactment of them.

STILLAGE WARRANTY

You warrant to us that all stock, materials in trade and work in progress is and will be kept at least 15 centimetres above the floor level.

WASTE AND CLOTH WARRANTY

You warrant to us that:

- a) All oily and/or dirty waste and/or oily and/or grease cloths will be kept outside of working hours in metal receptacles which have metal lids which shall be closed; and
- b) Any other trade refuse will be collected or swept up and bagged daily and removed from the premises at least weekly and not allowed to accumulate.



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NOTICES TO THE INSURED

COMPLAINTS NOTICE

How to make a complaint

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service.

If you wish to make a complaint, you can do so at any time by referring the matter to either Andrew Hall, James Hallam Insurance Brokers Ltd, Queen of the South Arena, Lochfield Road, Dumfries, DG2 9BG

Axis Managing Agency Ltd (complaints@axiscapital.com), or the Complaints team at Lloyd's.

The address for Andrew Hall at James Hallam Insurance Brokers Ltd is:

James Hallam Insurance Brokers Ltd,
Queen of the South Arena,
Lochfield Road,
Dumfries,
DG2 9BG

Email: complaints@jameshallam.co.uk

The address of the Complaints team at Lloyd's is:

Complaints
Lloyd's
One Lime Street
London EC3M 7HA

Telephone: 020 7327 5693

Fax: 020 7327 5225

E-mail: complaints@lloyds.com

Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service (FOS).

The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email complaint.info@financial-ombudsman.org.uk.



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LLOYD'S

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at www.financial-ombudsman.org.uk.

LMA9123
20 May 2016

DATA PROTECTION SHORT FORM INFORMATION NOTICE

Your personal information notice

Who we are

We are the underwriter(s) identified in the contract of insurance and/or in the certificate of insurance.

The basics

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

Other people's details you provide to us

Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

Want more details?

For more information about how we use your personal information please see our full privacy notice(s), which is/are available online on our website(s) or in other formats on request.

Contacting us and your rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a



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copy of our full privacy notice(s), please contact us, or the agent or broker that arranged your insurance who will provide you with our contact details at:

James Hallam Limited at 10th Floor, 2 Minster Court, London, EC3R 7BB

See: <https://www.jameshallam.co.uk/privacy/>



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IN THE EVENT OF A CLAIM

In the event of a claim being advised on this policy, in the first instance please contact:

Everard Insurance Brokers Trading as James Hallam Ltd Claims Team situated at:

Spargo House,
10 Budshead Way,
Plymouth
PL6 5FE

Tel: 01752 675456 & 01752 675484

OR

Advent Insurance Management Limited at:
27-29 Townfield Street,
Chelmsford,
Essex,
CM1 1QL

Tel: 01245 373 600

Email: marineclaims@advent.claims

Use of the above does not constitute the acceptance of a claim under this policy.



Broker at **LLOYD'S**

DUTY OF FAIR PRESENTATION

Where we arrange insurance wholly or mainly for purposes related to your trade, business or profession, you have a duty under The Insurance Act 2015 to make a fair presentation of the risk. This means that you must disclose every material circumstance which you and/or your senior management and/or anyone responsible for arranging your insurance know or ought to know. Alternatively, you must disclose sufficient information which would put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances. You are expected to carry out a reasonable search in order to make a fair presentation of the risk and will be deemed to know what should reasonably have been revealed by the search.

Your duty of fair presentation applies at the start of the policy, at renewal and when any variation of the policy is arranged. If you fail to make a fair presentation, the insurer may refuse to pay your claim or reduce the settlement amount, depending on the circumstances.



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SECURITY

SECURITY:

Employers Liability

100% Syndicate 1686 Axis at Lloyd's
Ref: 3391726121ML
FDO: (W3)

Marine Public & Products Liability

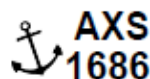
100% Syndicate 1686 Axis at Lloyd's
Ref: 3391726121ML
FDO: (G)

Marine Material Damage

100% Syndicate 1686 Axis at Lloyd's
Ref: 3391726121ML
FDO: (T)

Material Damage

100% Syndicate 1686 Axis at Lloyd's
Ref: 3391726121ML
FDO: (P5)



100.000000%
Written

3	3	9	3	5	8	6	1	2	2	M	L			
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B5, G, T, W3

100.000000%
Signed

12:08 09 December 2021

Lloyd's Underwriter Syndicate No. 1686 AXS, London, England

FDO

G **11339 * 08-02-2022**
T **11340 * 08-02-2022**
W3 **22338 * 08-02-2022**
B5 **22339 * 08-02-2022**



Broker at **LLOYD'S**

Miss Sinead Burrows
Saltash Town Council
The Guildhall
12 Lower Fore Street
SALTASH
Cornwall
PL12 6JX

Our Ref: 19579972
2nd November 2022

Dear Miss Burrows,

Commercial Combined 2022 Renewal

I am writing to you in connection with your above policy with Everard Insurance Brokers Ltd which falls due for renewal on 14th December 2022. I am pleased to offer you the following terms for the period of cover from 14th December 2022 to 13th December 2023:

Premium £2,108.00 including Insurance Premium Tax (IPT), fees from Everard Insurance Brokers Ltd and our administration fee.

Your Needs

From our knowledge of your circumstances and the information provided by you, it has been established that you have a requirement for the following cover.

A Combined policy designed to provide cover for the general insurance needs of a business. Cover may include a combination of material damage to property i.e. buildings, contents and stock, plus business interruption, money, goods in transit, personal accident, professional indemnity, legal expenses, products liability and legal liabilities to the public and employees

Insurance designed to provide cover in respect of the main insurable risks faced by the business including

- Loss or damage to the business assets
- Liabilities to others as a result of the business activities
- The effects of loss or claims to the business

With terms which reflect the business's ability to absorb or transfer these risks.

Insurance with Insurers who are financially stable or strong.

Based on the information provided in:

- Our previous telephone conversation(s)



Broker at LLOYDS



James Hallam Council Guard
Spargo House, 10 Budshead Way, Plymouth PL6 5FE
Web: www.jameshallam.co.uk
Tel: 01752 670440 | **Fax:** 01752 229125

Registered in England Company No. 1632840
Registered office: 156 South Street, Dorking, Surrey RH4 2HF
James Hallam Council Guard is a trading name of James Hallam Limited
James Hallam Limited is authorised and regulated by the Financial Conduct Authority
Registration number 134435

- Subsequent correspondence.

and nothing has changed since our last communication.

Our Advice

We are providing advice to you in relation to the suitability of our recommendation to meet your needs.

The Capacity in which we act

In order to meet regulatory obligations, we are required to provide details to ALL clients of the capacity in which we are acting during three key stages of the insurance cycle

In respect of this contract:-

- In sourcing a suitable policy for you – We are acting as your agent
- When placing cover – We will be acting as your agent
- In the event of a claim – We will be acting as your agent

Our Recommendation and Market Selection

Based on this information and on our knowledge of the market, we recommended renewal with your current Insurer Everard Insurance Brokers Ltd as:

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

Insurer Selection

Following a review of your requirements and based upon our knowledge of insurance markets we have not sought alternatives and have only considered your current insurer.

We believe that the terms presented provide a scope of cover and premium that is appropriate to satisfy your insurance requirements having taken into account the specific nature of your own risk profile.

The credit rating for the Lloyd's Market from Standard and Poor's is 'A+'.

Standard and Poor's Ratings

Standard & Poor's Insurer Financial Strength Rating guideline is an opinion of the financial security characteristics of an insurance organisation with respect to its ability to pay under its insurance policies in accordance with their terms. The classifications are:

AAA	Extremely Strong
AA	Very Strong
A	Strong
BBB	Adequate

A + or - reflects the respective standing in the rating shown - we try to use only those Insurers with an "A" rating or higher. Additional information is available on Standard and Poor's website www.standardandpoors.com

Whilst we make every endeavour to use Insurers who are financially sound, you will appreciate that we cannot guarantee or otherwise warrant the solvency of any Insurer. If for some reason a prospective insurer does not meet our criteria, we will inform you and seek your specific approval before we place insurance with that insurer.

The cost of cover at the start of last year and what the cost would have been for the cover required at the end of the year, at last year's rates, are also shown for comparison.

	Cover at Start of Last Year (GBP)	2022 Renewal Quote (GBP)
Premium	1,837.50	1,837.50
Insurance Premium Tax	220.50	220.50
Admin Fee	25.00	25.00
Insurer Fee	25.00	25.00
Total (GBP)	2,108.00	2,108.00

In addition, we are unable to provide you with the following cover:

None.

The risk details on which our recommendation is based are shown on the enclosed renewal notice and policy summary we believe these meet all the requirements we have identified, unless otherwise stated. It is important that you review the risk details to ensure that your requirements are accurately reflected. The main terms and conditions of the covers are outlined in these documents but for full details please always refer to the actual policy document.

Please be aware that covers have been based on last year's details unless revised figures have been provided. If any of the information is inaccurate or you feel that the levels of cover need updating, please let us know immediately as a further review may then be required to establish the correct recommendation for your insurance needs.

Significant warranties, conditions, exclusions and subjectivities

We draw your attention to:

Exclusion:

Coronavirus Exclusion –

Applicable to the 'Marine Trades' wording, note this is not applicable to 'Employers Liability'.

This Insurance does not cover any claim in any way caused by or resulting from:

- a) Coronavirus disease (COVID-19);
- b) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- c) any mutation or variation of SARS-CoV-2;
- d) any fear or threat of a), b) or c) above.

5. Cyber Exclusion (TOTAL)

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, this Policy excludes any Cyber Loss.
2. If the Underwriters allege that by reason of this exclusion any Cyber Loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.
3. This exclusion does not apply to a claim that would otherwise be covered under the Employers' Liability section of this Policy. This cover

is limited to the first £5,000,000 of any one claim or series of claims arising out of any one occurrence (inclusive of defence costs).

Definitions

For the purposes of this Exclusion:

1. "Cyber Loss" means all actual or alleged Injury or Damage or any other injury or damage of any kind, or any loss, liability, compensation, or statutory fine or penalty or any other cost or expense whatsoever, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Incident.

2. "Cyber Incident" means:

2.1 an unauthorised or malicious act or series of related unauthorised or malicious acts, regardless of time and place, or the threat or hoax thereof; and/or

2.2 a failure to act, any error or omission or accident or series of related failures to act, errors or omissions or accidents; and/or

2.3 a breach of duty, statutory duty or regulatory duty or trust or series of related breaches of duty, statutory duty or regulatory duty or trust; involving access to, processing of, use of or operation of any Computer System or any data by any person or group(s) of persons.

3. "Computer System" means any computer, hardware, software, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or data storage device, networking equipment or back up facility.

6. Offshore Exclusion

This Insurance excludes all liability in respect of any claim arising out of offshore activities as defined herein.

Conditions
Precedent:

Conditions:

- Satisfactory survey and all risk improvements required by Underwriters being carried out within the time specified - Failure to comply with the survey requirements will entitle the Novae Underwriter to review their terms which could include modifying the premium, exercising their right to cancel the policy or applying other additional terms and conditions.
- Warranted terms of trade used/adopted (*i.e. you will continue to use your pontoon mooring agreement - a copy of which has been supplied to the insurer*)
- Warranted any moorings are professional laid, maintained and inspected at least annually (*the insurer has agreed that the annual inspections can be carried out visually by yourselves*)
- Liability premiums are minimum & deposit basis (*i.e. non-refundable*)
- No return premium will be given in respect of this section following annual declaration
- Excludes liability in respect of USA/Canada
- All terms, clauses and conditions as per full policy wording
- Subject to annual maintenance programme being in place

Flammable Liquids and Liquid Petroleum Gas Regulations

You warrant to us that you will comply with the Highly Flammable Liquids and Liquid Petroleum Gases Regulations 1972 or any amendments, modifications or re-enactment of them.

Fire Extinguishing Appliance – 12 monthly maintenance

You warrant to us that all fire extinguishing appliances situated at the Premises shall be professionally inspected and maintained annually.

Waste and Cloth Warranty

You warrant to us that:

- a) All oily and/or dirty waste and/or oily and/or grease cloths will be kept outside of working hours in metal receptacles which have metal lids which shall be closed; and
- b) Any other trade refuse will be collected or swept up and bagged daily and removed from the premises at least weekly and not allowed to accumulate.

Electrical Circuit Warranty

You warrant to us that:

- a)
 - i) All electrical circuits will be tested within 30 days of the commencement of the warranty; or
 - ii) You have any existing certificate of a test carried out not more than 3 years prior to the commencement of the warranty; and
 - iii) All electrical circuits will be tested at least once in every 3 years from the date of the last test by a properly qualified electrical engineers; and
- b) Any defects found during such testing will be remedied or any recommendation made will be carried out immediately in accordance with the requirements and regulations of the Institute of Electrical Engineers; and
- c) You will have obtained a certificate confirming the appropriate works have been undertaken; and
- d) You will make such certificate available to us on our request

1. Claims Procedure

- a) You must give notice to Us in writing at The Claims Department, AXIS Managing Agency Ltd, 21 Lombard Street, London EC3V 9AH or via email to claims@axiscapital.com of any Injury or Damage or circumstances, Occurrence, claim or proceedings that may be subject to indemnity under this Policy as soon as reasonably possible and in any event no later than 14 days after You or Your representative has knowledge of any such event.
- b) You must, without delay, send Us unanswered every letter, court order, summons or other legal document received.
- c) You must not admit liability for or negotiate the settlement of any claim without Our prior written consent.
- d) We will be entitled to conduct, in Your name, the defence or settlement of any claim or to prosecute, for Our own benefit, any claim for indemnity or damages or otherwise and will have full discretion in the conduct of any proceedings and in the settlement of any claim.
- e) You must give all such information and assistance as We may require.

3. Reasonable Care

It is a condition precedent to any liability of the Insurers to make any payment under this Policy that the Insured will:

- a) at their own expense, take all reasonable precautions to prevent Injury, Loss or Damage to Property Insured and third party property

and the sale or supply of Products which are defective in any way, and cease any activity which may give rise to liability under this Policy;

- b) exercise care in the selection and supervision of Persons Employed;
- c) as soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime, take additional precautions as the circumstances require;
- d) comply with all statutory requirements and other safety regulations imposed by any government or regulatory authority; and
- e) maintain the Premises, plant and everything used in the Business in a good state of repair.

4. Bona Fide Sub-Contractors

It is a condition precedent to the liability of the Insurers that all Bona Fide Sub-Contractors engaged by the Insured have, in full force and effect throughout the duration of their contract with the Insured, insurances as follows:

- a) Employers' Liability insurance in respect of their liability at law for Injury to any person in the employment of the sub-contractor, including any labour master or labour-only sub-contractor or person supplied or employed by them.
- b) Public/Products Liability insurance in respect of their liability at law for Injury or Loss or Damage with a Limit of Indemnity of at least GBP **2,000,000** any one Occurrence or series of Occurrences arising out of one original cause.
- c) Marine Liability Insurance in respect of their liability at law for Loss or Damage to vessels and other third party property in their care, custody and control, with a limit of indemnity of at least GBP **1,000,000** any one Occurrence or series of Occurrences arising out of one original cause.

It is a further condition precedent to the liability of the Insurers that:

- a) Such insurances contain an "Indemnity to Principals" clause.
- b) The Insured must obtain and retain a copy of written evidence of such insurances.

5. Burning and Welding

It is a condition precedent to the liability of the Insurers that the following precautions are adhered to on each occasion where the Insured or persons acting on behalf of the Insured are using any oxyacetylene or electric welding or cutting plant or any blow torch:

- a) The immediate area in which the operation is to be carried out must be segregated to the greatest practicable extent by the use of screens made of metal and/or fire-retardant material.
- b) The whole of this segregated area must be adequately cleaned and freed from combustible material before operations commence.
- c) Combustible floors/substances in or surrounding this segregated area must be liberally covered with sand or protected by overlapping sheets of incombustible material.
- d) Where work is being carried out in any enclosed area an additional employee of the Insured or an employee of the occupier shall be present at all times to guard against an outbreak of fire.
- e) No work shall be carried out unless specifically authorised by the occupier who should also be asked to approve the safety arrangements.
- f) Before commencement of work the Insured must complete appropriate written Method Statements and Risk Assessments which must be retained and produced to Insurers in the event of a claim.
- g) The following must be kept available for immediate use near the scene of operations:
 - i) suitable fire extinguishers; and/or
 - ii) hoses connected up in readiness for immediate use and tested prior

to the commencement of the work.

h) A thorough examination must be made in the vicinity of the work approximately one hour after the termination of each operation. In the event that is not practicable for such examination to be carried out by the Insured's own employee then appropriate arrangements must be made with the occupier.

i) Before "burning off" metal work built into or projecting through walls or partitions, an examination should be made to confirm that the other end of the metal is not in a hazardous proximity to combustible material which may be ignited by the conduction of heat.

Furthermore, where the Insured or persons acting on behalf of the Insured burns debris away from their Premises, it is a condition precedent to the liability of the Insurers that the following precautions are taken on each occasion:

i) fires to be in a cleared area and at a distance of at least ten yards from any property;

ii) fire not to be left unattended at any time;

iii) a suitable fire extinguisher to be kept available for immediate use; and

iv) fires to be extinguished at least one hour prior to leaving site at the end of each working day.

10. Protections

(Not applicable to Section D – Liability)

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

a) all protections in force at the Premises at the inception of this Policy or subsequently as stipulated by or agreed by the Insurers are in full operation, securing the Premises whenever the Premises are closed for Business or left unattended;

b) any keys for the Premises and/or Intruder Alarm Installation and/or safes and/or strongrooms and/or any other secured area or device in which Property Insured is kept must be removed from the Premises whenever the Premises are closed for Business or left unattended;

c) the Insured must at all times restrict awareness of codes for the operation of the Intruder Alarm Installation to authorised persons and no details of the same should be left on the Premises.

Your duty of Fair Presentation

Under the Insurance Act 2015 (which applies to all policies inceptioned, renewed or altered after 12th August 2016) you have a Duty of 'Fair Presentation'

You must: -

- Disclose all 'material circumstances' which you know or ought to know or, failing that,
- Provide sufficient information to put the underwriter on notice to ask further questions.

In providing a Fair Presentation you are deemed to know what your senior management knows, what the people arranging the insurance know and ought to know what would reasonably have been revealed by a reasonable search. There is no longer an exemption from providing information about matters which are subject to a warranty (including any breaches) which should now form part of the fair presentation.

You do not have to disclose information if the insurer knows it, ought to know it or is presumed to know it. The insurer knows what is actually known to its underwriter or their agent. The insurer is presumed to know what underwriters writing that class of business should know

FAILURE TO COMPLY MAY ENTITLE THE INSURER TO AVOID THE POLICY, IMPOSE ADDITIONAL TERMS OR REDUCE CLAIMS PAYMENTS

Warranties and Risk Mitigation Terms

The provisions in the Insurance Act relating to warranties apply to you. The Act does not introduce a new definition of 'warranty' however:

- Any term which seeks to make information provided when the policy was purchased into an insurance warranty will have no effect.
- Warranties have become a suspensive condition. Cover is suspended whilst you are in breach but will be restored once the breach is remedied.
- Warranties and similar terms which seek to mitigate risk will not be effective if you can show that non-compliance "would not have increased the risk of the loss which actually occurred in the circumstance in which it occurred"

Making a Claim

Your policy document details all the claims conditions, and we would recommend that you familiarise yourself with these. One of the conditions is the requirement to notify any losses promptly, as failure to do so may invalidate your policy. Certain claims e.g. theft, loss of money or malicious acts must be immediately reported to the Police and you will be provided with a Police incident reference.

When you become aware of an incident that might give rise to claim, it is important that you either inform us as your brokers, or your insurers via their Claims Helpline Number as soon as practically possible.

Terms of Business

Our terms of business are attached for your information which confirms amongst other matters our authorisation and regulatory status with the Financial Conduct Authority.

Additional Covers Included

None.

Renewing Cover

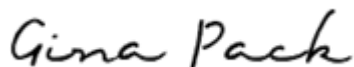
To proceed with this renewal please confirm your instructions to us in writing prior to 14th December 2022 please note that no cover will attach until such time as we receive your instructions and confirm to you that the insurance is in place.

Payment Options

You currently pay by BACS/cheque and upon receipt of your instructions to renew the policy we will send you an invoice which will include full details of how to pay by this method.

Many thanks for asking us to look after your business and we look forward to receiving your instructions to continue to do so in due course.

Yours sincerely,



Gina Pack Cert CII
Client Advisor Team Leader
Tel: 01752 675490
E-Mail: gina.pack@jameshallam.co.uk

Quote

Everard Insurance Brokers Ltd - Commercial Combined	
Premium excl. IPT:	(GBP) 1,837.50
IPT:	220.50
Fees:	25.00
Total Amount:	2,083.00
Quote Breakdown - Sums Insured	
Section	Sum Insured (GBP)
Material Damage - Pontoon moorings at Saltash Waterfront, Saltash, PL12 6JX	
Buildings - Pontoon moorings	250,000
Public Liability	10,000,000
Max annual Turnover	50,000

Terms of Business – Commercial Customers

This agreement is intended for 'Commercial' customers rather than 'Consumers' (retail customers); Commercial customers are those that are – to any extent – acting within their trade, business or profession. If you are not a Commercial customer, ask us for our Consumer Terms of Business Agreement.

Acceptance

The purpose of this agreement is to set out our professional relationship and detail the services we will provide to you. For your own benefit and protection, you should read all of the information carefully and in particular, we would like to draw your attention to the 'Duty of Fair Presentation', the 'Processing of your Personal Data' and the 'Client and Insurer Money' sections. By asking us to quote for, arrange or handle your insurances, you are deemed to be providing your informed agreement to these Terms of Business. If you do not agree to any part of the information, please write to us.

This agreement will supersede any previous version of our Terms of Business

Who regulates us?

James Hallam Insurance Brokers and Taste of the West Insurance Services are trading names of James Hallam Limited who are authorised and regulated by the Financial Conduct Authority (FCA). Our Firm Reference Number is 134435. Our details may be confirmed on the Financial Services Register at <https://www.fca.org.uk/firms/financial-services-register> or by calling 0800 111 6768.

Our permitted business is introducing, advising, arranging, dealing as agent, and assisting in the administration and performance of general insurance contracts, and credit broking in relation to insurance instalment facilities.

Our Service

We act as an intermediary, not an insurer.

We are committed to providing you with a quality service. We only select from insurance products in which we have confidence to meet the needs of our clients.

As a broker, we will usually act on your behalf when arranging your insurances, when helping you make changes to your policy when you renew your insurance or when you make a claim. If there are any circumstances when we act as an agent of the insurer (e.g., in binding the insurer to contract or in handling or settling claims) we will let you know before your insurance arrangements are concluded.

Under risk transfer, we also act on behalf of insurers when collecting premiums and handling refunds due to clients as well as the transfer of claims monies. Such monies are deemed to be held by the insurer(s) with which your insurance is arranged.

If you mislay your policy at any time, we will arrange a replacement policy document, if you request it.

As your agent and unless we hear from you otherwise:

We will assist in arrangement and administration of your insurances (and on-going changes) including agreeing the terms and conditions of your insurance policy with insurers consistent with your instructions.

Upon receipt of your instruction we will place, amend or renew insurance cover on your behalf with insurers.

We will advise you of any inability to place your insurance.

We will assist you if you need to make a claim, or where we outsource claims handling facilities to give you an enhanced service.

You should not rely on any insurance policy you have instructed us to place on cover until we have confirmed in writing to you that the insurer has agreed to such insurance cover being in place

Scope of Our Recommendations

We will ask questions to enable us to assess reasonably your insurance requirements; this may include checking information that we already hold about you and your existing insurance arrangements with us and other parties. Unless stated otherwise we will make a personal recommendation to you based upon our assessment of your needs and our experience of dealing with similar risks. This may or may not be on the basis of a fair and personal analysis of the market (see below). The recommendation will include a summary of our assessment together with type of policy and cover proposed and the associated cost.

We will undertake to provide you with details of the main features of the product and services, which we will offer.

Where we are making a personal recommendation based on a fair and personal analysis of the market, this will involve an assessment of a sufficient number of contracts, their product features, the premium and the service provided by the insurer.

We are not under a contractual obligation to do so, but on occasion, we may only offer the products from a single insurer or from a panel of insurers at which time we will provide you with a list of the insurers concerned prior to the conclusion of your insurance arrangements.

If we propose using another intermediary to help to place your business, we will also advise you accordingly.

Where we confirm that we are not providing a personal recommendation we will simply provide you with information (with no advice) to enable you to make an informed decision on how you wish to proceed.

Law and Jurisdiction

These Terms of Business shall be governed by and construed in accordance with the laws of England and the exclusive jurisdiction of the English courts unless we agree with you otherwise.

Unless your policy confirms otherwise, the rights under your policy may only be pursued in an English court.

If you are domiciled in a country other than the UK, the law or regulations in your country of domicile may take precedence over any relevant UK legislation. Therefore, references in this document to the FCA or Financial Ombudsman Service (FOS) and any rights or benefits there under may not apply.

Limitation and Exclusion of Liability

Unless we have otherwise agreed with you in writing our liability to you (whether in contract or tort including negligence) will in all circumstances be limited to £10,000,000 per claim.

Notwithstanding the preceding paragraph we shall not be liable to you under any circumstance for any loss of profit indirect loss or consequential loss whatsoever.

This exclusion and limitation will not apply in respect of our liability:

- i) arising from any fraudulent act or
- ii) for death or personal injury arising from our negligence or
- iii) from any duty or obligation owed to you under any statutory or regulatory stipulation.

Your Duty of Fair Presentation Under the Insurance Act 2015

You have a Duty of 'Fair Presentation' under which you must:

- Disclose all "material circumstances" which you know or ought to know or, failing that,
- Provide sufficient information to put the underwriter on notice to ask further questions.

In providing a Fair Presentation you are deemed to know what your senior management knows, what the people arranging the insurance know and ought to know what would reasonably have been revealed by a reasonable search. There is no longer an exemption from providing information about matters which are subject to a warranty (including any breaches) which should now form part of the fair presentation

You do not have to disclose information if the insurer knows it, ought to know it or is presumed to know it. The insurer knows what is actually known to its underwriter or their agent. The insurer is presumed to know what underwriters writing that class of business should know.

All statements and information disclosed verbally and on proposal forms, statements of fact, claim forms, declarations and other documents should be full, true and accurate. Where forms are completed or partially completed on your behalf you should check them for accuracy before signing. If you are in any doubt as to whether a fact is material, you should disclose it.

FAILURE TO COMPLY MAY ENTITLE THE INSURER TO AVOID THE POLICY, IMPOSE ADDITIONAL TERMS OR REDUCE CLAIMS PAYMENTS.

Notification of Changes and Alterations

Please notify us immediately in the event of any change in your circumstances which are detailed in your proposal form or statement of fact.

We would also refer you to the section titled **Your Duty of Fair Presentation** which details your duty to provide complete and accurate up to date information to your insurers at all times.

Amendments to policies after inception may be arranged upon receipt of your instructions with full details. Cover is subject to acceptance by insurers and the payment of any additional premium required, if applicable.

Renewals

Renewals are invited on the basis that there have been no changes to your circumstances or the risk other than those specifically notified to your insurers and for which you have received an acknowledgement and revised documentation. Please see section headed **Notification of Changes and Alterations** which also outlines your duties of care with regards to Disclosure and Fair Presentation.

Insurer Security

Insurers are subject to FCA regulation and are required to have adequate capital resources. We carry out regular checks on all insurance markets used but cannot guarantee the solvency of any individual insurer. Your liability for

the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent. An insolvent insurer may also be unable to meet a proportion or all of any claim made. Consequently, we recommend wherever possible insuring with those firms with higher credit ratings which satisfy our requirements. Should you be concerned or require any further information regarding your insurer then we will discuss this with you on request.

Quotations

Quotations are valid until the date cover commences up to a maximum of 30 days, unless otherwise stated. Specimen policy wordings are available upon request.

Documentation

Documentation including your policy schedule and certificate (if applicable) will be issued to you in a timely manner. It is your responsibility to read all documentation upon receipt to ensure that all details are correct and that the cover provided meets with your requirements.

We will arrange cover according to your instructions but only you can identify if it does not meet your intentions.

Any query regarding the accuracy of the information shown or any uncertainty over the content should be raised with us immediately.

Incorrect information may invalidate your policy cover completely or mean that in the event of a claim all or part of it may not be paid.

Payment of Premium

We must receive your payment, unless it is made by you directly to the insurer, by cheque, credit or debit card, or be in receipt of a completed Direct Debit Mandate (with deposit if required) drawn on a bank or building society or UK financial institution account in the policyholder's name and before cover commences unless we agree otherwise in writing.

We do not accept payment by cash or postal order but a bankers' draft or building society cheque is acceptable if it shows the policyholder's name as account holder.

We have no obligation to fund any premium, taxes or fees (if applicable) on your behalf nor do we have any responsibility for any loss you may suffer as a result of cancellation of insurance cover, or any other prejudicial steps taken as a result of late or non-payment substantially attributable to you. If we decide to retain certain documents whilst awaiting full payment of premium, fees or administration charges we shall provide details of your insurance cover and any information or documents required by law.

We shall be entitled (but not obliged) without providing notice to you to set off any amounts due to us from you, against any amounts which we may receive on your behalf (i.e. claims moneys, refunded premiums and other sums). Please be aware that full or partial non-payment of a premium or default on a credit agreement may result in the cancellation or lapsing of your policy. You will also be responsible for any collection costs, legal fees and court costs we may incur in recovering debts from you.

Transferred Business

When we are appointed to service insurance policies other than at their inception or renewal and which were originally arranged by another party, we shall not be liable during the current insurance period for any loss arising from any errors or omissions or gaps in your insurance cover or advice not supplied by us. Should you have any concerns in respect of a policy which has been transferred to us, or if you require an immediate review of your insurance arrangements, you must notify us immediately. Otherwise, we shall review your insurance arrangements and provide advice accordingly, as each policy falls due for renewal.

Cancellation

You may cancel your policy at any time.

On receipt of your request, we may require you to confirm your instructions in writing and also return the policy document.

You may be entitled to a refund of premium where no claims have been made and or where a minimum and deposit premium has not been charged.

Please refer to your policy documents for full details of the cancellation terms

Ending your Relationship with Us

Subject to your immediate settlement of any outstanding premiums and fees, you may instruct us to stop acting for you and we will not impose a penalty. Your instructions must be given in writing and will take effect from the date of receipt.

If our authority to act in connection with your insurance arrangements is terminated (by you or us), you will remain liable to pay for any premium or fee for any transaction concluded prior to the termination. Any transaction in progress at the time of termination will be completed unless we receive written instructions to the contrary.

You will also be liable for the payment of any premium or fee, which may become due upon completion of any pending transaction.

We also reserve the right to cancel this agreement at any time. In any event, we will provide you with at least 7 days' notice in this regard to enable you to make alternative arrangements. Valid reasons may include non-payment of premium or fees, failure to provide requested documentation or information, deliberate failure to comply with terms set out within this Agreement or insurer's documentation, or deliberate misrepresentation or non-disclosure or attempted fraud. We will notify you of any such termination in writing together with an explanation for our decision if appropriate.

Claims

We will assist you with advice when you make a claim under your policy, but it remains your responsibility to have read, understood or queried all documentation upon receipt. All incidents that could possibly give rise to a claim must be notified to us or your insurer in accordance with the terms of your policy and a claim form completed where required. Delay on your part in notifying a claim and/or completing required forms will risk a loss you suffer not being paid or being paid in part only.

You must not in any circumstances admit liability for a loss or agree to any course of action, other than emergency measures carried out to minimise the loss, as you risk a loss you suffer not being paid or being paid in part only. All correspondence, claims, writs, summonses etc. should be forwarded immediately, unanswered, either to us or to your insurer. You are also reminded of your duty to keep all losses and costs arising from an incident to a minimum and that failure to comply with the policy terms and conditions may invalidate cover.

We will remit claims payments received on your behalf to you as soon as practicable after confirmation of receipt of cleared funds in our bank account.

In the event that an insurer becomes insolvent or delays making settlement, we do not accept liability for any unpaid amounts. We reserve the right to charge for our claims service if you request this to extend beyond our appointment to your policy and this will be confirmed in writing before you incur any charge.

If our authority to act in connection with your insurance arrangements is terminated (by you or us) we will immediately cease to handle claims already reported and will be unable to deal with any which may be subsequently incurred.

Severability

If any provision of these Terms of Business is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms of Business and the remainder of the provision in question will not be affected.

Assignment

We are entitled to assign the benefits of these Terms of Business (but not the burdens as set out in these Terms of Business) to any other company within the Group of Companies of which we are part but then only for so long as such Company remains a member of such Group. We are entitled to transfer Client Monies to a similar bank account held in the name of any other company within the Group of Companies of which we are a part but then only for so long as such Company remains a member of such Group.

Our Remuneration / Fees

In return for placing business with insurers underwriters and or other product providers, we generally receive a commission from them which is a percentage of the annual premium that you are charged.

We may on occasion also receive additional payments from insurers depending upon the volume of our account with them and or the profitability of that account.

For arranging premium instalment facilities, we earn commission from our premium finance provider(s) which is usually a percentage of the interest that you pay. This means that the amount you pay for credit and the overall cost of arranging your insurance will vary according to the interest charged by the lender and the amount of commission we earn. There may be occasions where there is a choice of instalment payment options which may charge different interest rates. Typically, we will not receive any instalment payment commissions from insurers if policies are placed on direct debit instalment arrangements with the insurer. We will receive commissions from the premium finance providers.

Using premium finance or paying an insurer direct debit arrangement (rather than paying the premium in one amount) makes the overall cost of the insurance more expensive.

A full breakdown of the cost of your insurance including any administration fee and the cost of credit where applicable will be provided as part of your new business or renewal quotation before you decide whether to proceed.

In any instance where we elect to either charge you a Brokerage Fee in addition to or in lieu of commission, we will confirm to you, prior to the conclusion of your insurance arrangements, the method of the remuneration and the amount of any fees payable by you.

You are entitled at any time to request information regarding any commission which we may have received as a result of placing your insurance business or arranging premium finance. Please be assured that the way in which we are remunerated will not at any time conflict with our responsibilities to meet your needs and treat you fairly.

Our remuneration in whatever form and in respect of any policy shall be due on the date of inception or renewal of that policy. We shall be entitled to retain all commission and/or agreed fees in respect of the full policy period

including where you appoint another intermediary in our place during the currency of a policy or where a policy is cancelled after inception or renewal.

Conflict of Interest

Circumstances may arise where we may have a potential conflict of interest between us and you or between you and another of our clients.

For example, we may arrange insurance for you through Touchstone Underwriting Ltd which is a wholly owned Managed General Agency of Seventeen Group Ltd, who also own James Hallam Ltd.

We operate conflict management policies and procedures which are designed to prevent any conflict of interest adversely affecting or compromising your interest. In such instances we will always act in your best interests when arranging such cover.

If you wish to discuss this arrangement, please contact us.

Client and Insurer Money

Prior to your premium being forwarded to the insurer, and for your protection, we either hold your money as an agent of the insurer (termed risk transfer) in which case your policy is treated by the insurer as being paid for the premium will be held in a client bank account on trust for you.

The account in which these funds are kept is a Non-Statutory Trust Account (as defined by the FCA Rules). This means that we may extend credit to other customers from this account.

However, your money will be protected at all times because of the requirements of FCA rules. We also reserve the right to retain interest earned on this account.

By accepting these Terms of Insurance Business document, you are giving your consent for us to operate in this way.

Processing your Personal Data

In our dealings with you, we will comply at all times with all applicable Data Protection Legislation (including, as appropriate, the Data Protection Act 2018, the General Data Protection Regulation, any relevant secondary legislation, and any amendments or replacements to any of these). Please ensure that if applicable your directors, employees, contacts and agents are aware of this section on Confidentiality and Data Protection.

We implement generally accepted standards of technology and operational security in order to protect personal data from loss, misuse, or unauthorised alteration or destruction. We will notify you and all relevant individuals promptly in the event of any breach of personal data which might expose you or (if applicable) your directors, employees, contacts or agents to serious risk.

- (a) Individuals have the following rights in respect of their personal data held by us:
- (b) to access any personal data which we hold on them. This may be obtained by writing to our Data Privacy Officer [details as shown below]. Where permitted under Data Protection Legislation, a nominal charge may apply for providing the information;
 - (c) to be provided with information about how their personal data is processed (this information is set out in these Terms of Business); to have their personal data corrected where necessary (they should contact us promptly if they become aware of any incorrect or out-of-date information);
 - (d) to have their personal data erased in certain circumstances (please refer to the appropriate data protection legislation or consult the Information Commissioner's Office for details);
 - (e) to object to or restrict how their personal data is processed;
 - (f) to have their personal data transferred to themselves or to another business.

Individuals also have the right to take any complaints about how we process their personal data to the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF <https://ico.org.uk/concerns> or by calling: 0303 123 1113.

For more details, you may request a copy of our Privacy Policy or alternatively please address any questions, comments and requests regarding our data processing practices to our Data Privacy Officer namely:

Andrew Hall at James Hallam Ltd, Queen of the South Arena, Lochfield Road, Dumfries, DG2 9BG.

We may collect, use and store personal data relating to you (applicable to individuals only) or where applicable your directors, employees, contacts and agents where necessary in order to:

- (a) perform insurance contracts with individuals or take steps at an individual's request prior to entering into such a contract.
exercise our legitimate business interests as an independent insurance broker in order to provide the relevant information and services.
- (b) carry out other functions with express consent (which may be amended or withdrawn at any time by notifying us);
- (c) comply with our legal obligations.

Where you provide personal data relating to any individual you must ensure that you are entitled to do so.

In particular, we will use that personal data, and may disclose some or all of it to other parties, for the purposes of arranging, placing and administering your insurance. These other parties may include the FCA for compliance matters; insurance companies and other agents for underwriting and claims purposes and credit agencies for premium collections identity checks and anti-fraud protection. We may also monitor and record phone calls in the interests of security and staff training. We may in addition use personal data for communicating with you about our insurance products and services (and similar products or services provided by us). Communication with you in this regard may include mail, SMS text, telephone or email. If individuals do not want us to use their information in this way, they should notify us promptly in writing to that effect or use the unsubscribe option as set out in each communication.

We will never sell personal data or, except as mentioned above, make it available to any third parties without appropriate prior consent (which may be freely amended or withheld) except where required to do so by law or in the event that we sell any part of our business or assets (in which case we may disclose personal data confidentially to the prospective buyer as appropriate in accordance with our legitimate interests in that respect).

Notwithstanding the above, all personal data of a sensitive nature (as defined in the Data Protection Legislation) will be treated as strictly private and confidential.

We will not use or disclose it except either with explicit consent or where we are required to do so for legal or regulatory purposes and/or permitted to do so by the Data Protection Legislation.

In processing personal data for insurance purposes about health or criminal offences we will only do so to enable us to provide our service to you and on the basis of it being in the public interest.

Complaints

It is our intention to provide a high level of service at all times. However, if you have reason to make a complaint about our service you should contact Andrew Hall at the above address or e-mail complaints@jameshallam.co.uk. You may be entitled to refer the matter subsequently to the Financial Ombudsman Service (FOS).

You will be able to do this if you fall within any of the following categories;

- Consumers (private individuals acting for purposes which are wholly or mainly outside that individual's trade, business, craft, or profession)
- Micro-enterprises (businesses employing fewer than 10 persons and with a turnover or annual balance sheet total not exceeding €2 million)
- Other small businesses (with an annual turnover of below £6.5m, and less than 50 employees or with an annual balance sheet total of below £5 million)
- Charities with an annual income of under £6.5 million
- Trustees of a trust with a net asset value of under £5 million

Whether you are so entitled will not affect the promptness and fairness with which we will strive to resolve any complaints. You can contact the FOS by telephone on 0800 023 4567 and further information is available at www.financial-ombudsman.org.uk. If you do decide to refer any matter to the FOS your legal rights will not be affected. (If your complaint cannot be resolved immediately, you may be required to put this in writing for us to investigate further).

A copy of our complaints procedure is available on request.

Rights of Third Parties

Unless otherwise agreed between us in writing, no provision of this Terms of Business is enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person other than you or us.

Financial Crime

As an FCA regulated company, we work within its regulatory framework designed to prevent financial crime – such as financial sanctions, money laundering, fraud or bribery and corruption. We may need to seek additional information from you to ensure compliance with these obligations

We are obliged to report to the National Crime Agency and / or Serious Fraud Office any evidence or suspicion of financial crime.

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business, the size of your business and the circumstances of the claim. Insurance advising and arranging is covered for:

- 90% of the claim, without any upper limit;
- 100% of the claim without any upper limit for compulsory classes of insurance (such as Third-Party Motor or Employers Liability); and 'pure protection' contracts, professional indemnity insurance, and general insurance claims arising from the death or incapacity of the policyholder owing to injury, sickness or

infirmity, all where the insurance intermediary has failed to pay money to an insurer, pay away money it has received from an insurer, or has failed to take steps to allow the insurer to effect the contract of insurance.

Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or by visiting www.fscs.org.uk/

Ref: Commercial TOBA 10.6 AUG 22

Quotation Schedule

POLICY REFERENCE:	7640856
BINDING AUTHORITY REFERENCE:	B11791268022000
THE POLICYHOLDER:	Saltash Town Council
PRINCIPAL ADDRESS:	The Guildhall 12 Lower Fore Street Saltash PL12 6JX
THE INSURER:	Underwritten by certain underwriters at Lloyd's'
BUSINESS:	Council
BROKER:	BHIB Limited
PERIOD OF INSURANCE:	FROM: 20 November 2022 TO: 19 November 2023 Both days inclusive Local Standard Time at the Policyholder's Principal Address stated above in this Schedule
LIMIT OF LIABILITY:	Limit of Indemnity: £250,000 This is the maximum amount in the aggregate that the policy will pay including Defence Costs , irrespective of the number of Claims, Losses, Business Interruption Losses or Cyber Events giving rise to an indemnity under this policy Sub-Limit of Liability: £25,000 Funds Transfer Fraud and Theft of Funds Held in Escrow
RETENTION:	Retention each and every Cyber Event: £1,000 Save that:- In respect of cover under Clause 1.2 the Waiting Period is 8 hours per Business Interruption Event . The Retention above will apply to each and every Business Interruption Event once the Waiting Period has been satisfied. In respect of cover under Clause 1.3 the Retention is NIL
PREMIUM:	£267.85
INSURANCE PREMIUM TAX:	£32.14
TOTAL:	£299.99
POLICY WORDING:	OSR: Cyber Plus v2021.2
RETROACTIVE DATE:	Unlimited
LAW AND JURISDICTION:	This agreement is governed by the law of England and Wales and is subject to the jurisdiction of the courts of England and Wales
TERRITORY:	Worldwide
SEAT OF ARBITRATION:	England and Wales

ENDORSEMENTS:

Please refer to the endorsement library contained within the policy wording for the full text of the endorsement where only the title is shown.

001: AMENDED GENERAL DEFINITION 2.2

AMENDED GENERAL DEFINITION 2.2

It is hereby noted and agreed that General Definition 2.2 is deleted and replaced with the following:

Business Interruption Loss means the **Insured's** reasonable expenses necessary to maintain the operation, functionality or services of the **Insured's** business, as direct result of a **Business Interruption Event** but only:

- (i) after the expiration of the **Waiting Period**, and
- (ii) until the date on which the **Insured's** business is restored to the same or equivalent condition, functionality and service that existed prior to the loss, however not exceeding 180 days from the date on which the outage, interruption or degradation commenced, such 180 day period not to be limited by the expiration of **Period of Insurance**;

Business Interruption Loss shall also include costs and expenses incurred to avoid mitigate the effects of a system outage or network interruption or degradation of the network, preserve evidence and/or substantiate the Insured's loss.

FTF: FUNDS TRANSFER FRAUD/THEFT OF THIRD PARTY FUNDS ENDORSEMENT

The above policy (in this endorsement, the **Policy**) is amended as follows. Words in bold have the meanings defined in the above **Policy**, as amended by this endorsement.

SCHEDULE

The following provisions are inserted to the **Policy** Schedule:

FUNDS TRANSFER FRAUD / THEFT OF THIRD PARTY FUNDS COVER

Inception Date of coverage applicable to Funds Transfer Fraud Event cover and Third Party Funds Theft Event cover granted under this endorsement:	20 November 2021
Retention each and every Fund Transfer Fraud and/or Third Party Funds Theft Event :	£500
Maximum aggregate sum the Insurer will pay in respect of any and all Funds Transfer Fraud(s) and / or Third Party Funds Theft Event(s) under the Policy :	£25,000

The aggregate sum set out above shall be part of and not in addition to the **Limit of Liability** set out in the **Policy** Schedule.

1. INSURANCE COVER

NEW COVERS

The following provisions are inserted into the **Policy**:

*In consideration of the payment of or agreement to pay the premium by the **Policyholder** on behalf of the **Insured**, the **Insurer** will pay, or where specified, reimburse the **Insured**, in excess of the applicable **Retention**, up to the maximum aggregate sum above, for:*

- 1.5 any loss of funds or assets of the Insured, which: (i) occurs on or after the above Inception Date; (ii) is notified to the Insurer during the Period of Insurance in compliance with the Policy terms; and (iii) is the sole and direct result of a Funds Transfer Fraud Event.
- 1.6 any Loss arising from any Claim against the Insured by any Third Party which (i) occurs on or after the above Inception Date, (ii) is notified to the Insurer during the Period of Insurance in compliance with the Policy terms; and (iii) is the sole and direct result of a Third Party Funds Theft Event.

2. GENERAL DEFINITIONS

The definition of **Claim** at clause 2.3 is deleted and replaced by the following definition:

Claim means any written demand, civil, criminal, judicial, administrative, regulatory or arbitral proceeding against the **Insured** seeking compensation or other legal remedy or penalty as a result of a **Data Liability Event**, **Media Liability Event**, **Network Security Event**.

Funds Transfer Fraud Event or Third Party Funds Theft Event.

NEW DEFINITIONS

The following definitions are inserted into the **Policy**:

"Funds Transfer Fraud Event means the commission by any **Third Party**:

- i. via **Unauthorised Access** leading to any unauthorised electronic transfer of the **Insured's** funds or other financial assets from the **Insured's** computer system or network due to the fraudulent manipulation of electronic documentation which is stored on the **Insured's** computer system;
- ii. of theft of funds or other financial assets from the **Insured's** bank account by electronic means, if the bank is unable to restore the **Insured** to the exact same financial position they were in prior to the **Funds Transfer Fraud Event** taking place
- iii. of theft of money or other financial assets from the **Insured's** corporate credit cards by electronic means; and / or
- iv. of any phishing, vishing or other social engineering attack against the **Insured** that results in the unauthorised transfer of **Insured's** funds or other financial assets to a **Third Party**

Third Party means any legal entity or natural person who is not an **Insured**.

Third Party Funds Theft Event means the theft of money or other financial assets belonging to a **Third Party** for which the **Insured** is legally liable as a result of **Unauthorised Access** into the **Insured's** computer system.

3. EXCLUSIONS

Exclusion 3.13 of the **Policy** is deleted and replaced with the following exclusion:

*The **Insurer** shall not be liable to make any payment or provide any benefit or service in respect of any **Claim** or **Loss**:*

- arising out of the electronic transfer of any funds, monies or goods belonging to the **Insured**, or for which the **Insured** is legally responsible, except for a **Fund Transfer Fraud Event** or **Third Party Funds Theft Event**.

NEW EXCLUSIONS

The following exclusions are inserted into the **Policy**:

*The **Insurer** shall not be liable to make any payment or provide any benefit or service in respect of any **Claim** or **Loss**:*

- for any **Loss** or other financial losses in any way directly or indirectly connected with cryptocurrencies are excluded from the cover provided under the "FUNDS TRANSFER FRAUD / THEFT OF THIRD FUNDS PARTY" endorsement in respect of any **Funds Transfer Fraud Event** or **Third Party Funds Theft Event**.
- for any **Loss** or other financial losses caused by any **Funds Transfer Fraud Event** or **Third Party Funds Theft Event** where such event is perpetrated by, or with the knowledge or collusion of, any director, partner or employee of the **Insured**.

All other terms and conditions of the **Policy** remain unchanged

LMA3100: SANCTION LIMITATION AND EXCLUSION CLAUSE

LMA5062: FRAUDULENT CLAIM CLAUSE

If the (re)insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this contract shall become void and all claim hereunder shall be forfeited.

LMA5062
04/09/06

LMA5289: NUCLEAR AND RADIOACTIVE CONTAMINATION EXCLUSION (LIABILITY)

This contract does not cover any actual or alleged loss, liability, damage, defence cost, cost or expense directly or indirectly caused by, arising or resulting from nuclear reaction, nuclear explosion, nuclear radiation or radioactive contamination, however such reaction, explosion, radiation or contamination may have been caused.

LMA5289
14/06/07

LSW1001: SEVERAL LIABILITY NOTICE INSURANCE

NMA1270: RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE

This Policy does not cover

- loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- any legal liability of whatsoever nature

Where there is any conflict between the terms of this endorsement and the terms of the policy, the terms of this endorsement shall apply, subject at all times to the application of any Sanctions clause.

directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

NMA1270
03/12/1959

NMA464: WAR AND CIVIL WAR EXCLUSION CLAUSE

TELEPHONE HACKING NEW: TELEPHONE HACKING ENDORSEMENT

The above policy is amended as follows. Words in bold have the meanings defined in the **Policy**.

SCHEDULE

The following provisions are inserted into the **Policy** Schedule:

TELEPHONE HACKING COVER

Inception date applicable to any Telephone Hacking Event :	20 November 2021
Retention each and every Telephone Hacking Event :	£1,000
Maximum aggregate sum the Insurer will pay in respect of any and all Telephone Hacking Events :	£250,000

The aggregate sum set out above shall be part of and not in addition to the **Limit of Liability** set out in the **Policy** Schedule.

1. INSURANCE COVER

NEW COVER

The following provision is inserted into the **Policy**:

In consideration of the payment of or agreement to pay the premium by the **Policyholder** on behalf of the **Insured**, the **Insurer** will pay, or where specified, reimburse the **Insured**, in excess of the applicable **Retention**, up to the maximum aggregate sum above, for:

- 1.7 any **Loss** arising from a **Claim** against the **Insured** made by a **Telcom Provider** which (i) occurs on or after the above **Inception Date**, (ii) is notified to the **Insurer** during the **Period of Insurance** in compliance with the **Policy** terms; (iii) and is the sole and direct result of a **Telephone Hacking Event**.

2. GENERAL DEFINITIONS

The definition of **Claim** at clause 2.3 is amended by including the following at the end of the definition:

Claim means any written demand, civil, criminal, judicial, administrative, regulatory or arbitral proceeding against the **Insured** seeking compensation or other legal remedy or penalty as a result of a **Data Liability Event**, **Media Liability Event**, **Network Security Event**

or **Telephone Hacking Event** (where that written demand, civil, criminal, judicial, administrative, regulatory or arbitral proceeding is made by a **Telcom Provider**).

NEW DEFINITIONS

The following definitions are inserted into the **Policy**:

Telcom Provider means any telephone or communications service provider with whom the **Insured** has a written contract for the provision of telephony or communication services.

Telephone Hacking Event means any **Unauthorised Access** to the **Insured's** internal digital telephony infrastructure.

All other terms and conditions of the **Policy** remain unchanged.

TERRITORIAL RESTRICT 0704: TERRITORIAL RESTRICTION ENDORSEMENT (07/04/2022)

In consideration of the premium charged, it is hereby understood and agreed that this policy is amended as follows:

Notwithstanding anything to the contrary in this policy, or any appendix or endorsement added to this policy, there shall be no coverage afforded or benefit provided by this policy for any:

- i. entity organized or incorporated pursuant to local law of the **Specified Area**, or headquartered in a **Specified Area**;
- ii. natural person during such time such natural person is located in a **Specified Area**;
- iii. part of a claim, action, suit or proceeding brought or maintained in a **Specified Area**;
- iv. loss of, theft of, damage to, loss of use of, encryption of, interruption to the operations or availability of, or destruction of any part property (tangible or intangible) located in a **Specified Area**, including, but not limited to, any computer system, data, digital assets, money or securities located in a **Specified Area**.

For purposes of this endorsement, "**Specified Area**" means:

- a. The Republic of Belarus; or
- b. The Russian Federation as recognized by the United Nations (or their territories, including territorial waters, or protectorates where they have legal control; legal control shall mean where recognized by the United Nations).

Where there is any conflict between the terms of this endorsement and the terms of the policy, the terms of this endorsement shall apply, subject at all times to the application of any Sanctions clause.

If any provision of this endorsement is or at any time becomes to any extent invalid, illegal or unenforceable under any enactment or rule of law, such provision will, to that extent, be deemed not to form part of this endorsement but the validity, legality and enforceability of the remainder of this endorsement will not be affected.

All other terms, conditions and exclusions remain unchanged.

Signed by and on behalf of Optimum Speciality Risks:



Freddy Knight
Optimum Speciality Risks
150 Minories,
London,
EC3N 1LS

Optimum Speciality Risk acts as agent of the Insurer in performing its duties under the Binding Authority, including binding cover and collecting premiums.

Optimum Speciality Risk is a trading name of Independent Broking Solutions Limited and is authorised and regulated by the Financial Conduct Authority (FCA) under company number 312026 Registered Office: Unit 2 Kildegaard Business Park, Easthorpe Road, Easthorpe, Colchester, Essex, CO5 9HE. Registered in England and Wales No: 616849

Lloyd's is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered Office: One Lime Street, London, EC3M 7HA.

Lloyd's Cyber Insurance



Insurance Product Information Document

This insurance is underwritten by certain underwriters at Lloyd's, and has been arranged and has been administered by Optimum Speciality Risk ("OSR"). OSR is a trading name of Independent Broking Solutions Limited which is authorised and regulated by the Financial Conduct Authority with number 312026. Registered address: Unit 2 Kildegaard Business Park, Easthorpe, Road, Easthorpe, Colchester, Essex CO5 9HE. Registered in England No. 616849.

This document provides a summary of the cover, exclusions and restrictions. The full terms and conditions of this insurance can be found in the policy document which is available on request from your broker.

What is this type of insurance?

This policy will protect your business from cyber-attack and any liabilities that arise due to a breach of privacy legislation, including but not limited to the Data Protection Act and the General Data Protection Act (GDPR). Cover is also provided for Media Liability and Payment Card Industry Fines and Penalties. You have direct access to a 24/7/365 helpline in the event of an incident.

	What is insured?		What is not insured?
	<p>Following a Cyber Event (defined as unauthorised access, an operator error, a denial of service attack or the introduction of any malware, including ransomware) into or against your network or any cloud provider with whom you have a written contract:</p> <ul style="list-style-type: none"> ✓ Re-instatement of your data, ✓ Loss of your gross profit caused by the Cyber Event, ✓ A specialist IT forensic company to investigate the cause and scope of the Cyber Event. <p>Following your loss of third party data or a breach of any privacy legislation worldwide (a Data Liability Event) :</p> <ul style="list-style-type: none"> ✓ Defence Costs, we will appoint a specialist law firm to defend you, ✓ A specialist IT forensic company to investigate what data has been compromised, ✓ Costs to notify data subjects if this is required by legislation or considered necessary to protect your reputation, ✓ A Public Relations Company to protect and mitigate any damage to your reputation. <p>In addition, where this data relates to credit or debit card information:</p> <ul style="list-style-type: none"> ✓ Credit monitoring costs for affected individuals, ✓ Any fines and penalties that you are required to pay by the Payment Card Industry as well as Assessment Costs that includes fraudulent transactions for which you are liable. 		<ul style="list-style-type: none"> ✗ Any bodily injury or physical damage. Note that (i) data is not considered to be physical property; (ii) bricked devices as a result of a cyber event are excluded unless the Bricking cover is purchased as part of the Fund Transfer Fraud/Bricking endorsement). ✗ Any claims or losses about which you were aware but did not tell us before incepting the policy. ✗ Any losses attributable to or based upon any intentional, criminal or fraudulent acts committed or condoned by any Principal, Partner or Director of your business. ✗ Any gross profit loss where the interruption to your network is less than the Waiting Period shown in the schedule. ✗ Any losses caused by the failure of electricity or telecommunications. ✗ Any statutory fines, unless these are considered to be insurable at law. Note this does not apply to Payment Card Industry fines. ✗ Any losses caused by bankruptcy, insolvency or liquidation of you or any service provider. ✗ Any losses caused by the loss of media without password or biometric protection (including smartphones, tablets and laptops). ✗ Any losses caused by a breach of any anti-Spam legislation anywhere in the world. ✗ Any funds or monies that are transferred to a third party. If the Fund Transfer Fraud endorsement has been purchased then

- ✓ Your legal liability for the transmission of a virus to a third party, or your unknowingly taking part in a denial of service attack.
- ✓ Your legal liability for accidentally infringing any copyright or trademark, or any defamation, provided always that this liability is incurred in undertaking your usual business practices.

Optional extension to coverage via the Fund Transfer Fraud and Bricking and Telephone Hacking endorsements also cover:

The reimbursement of financial loss resulting from:

- ✓ Theft or unauthorized transfer of your funds by electronic means.
- ✓ Phishing or social engineering resulting in transfer of your funds to an unintended party.
- ✓ Third party funds held in your account being transferred to an unintended party.
- ✓ Hardware replacement costs as a result of a Cyber Event which renders a computer device non-functional, providing they do not exceed the costs to restore functionality for such devices.
- ✓ A loss arising from a claim made by a Telcom Provider which arises from any unauthorised access to your internal digital telephony infrastructure.

transfer of funds to an unintended third party on receipt of new, amended or differing instructions where you have not authenticated would not be covered, so where you have not: (1) called the telephone number held on file for the third party; (2) received oral confirmation from the third party that the transfer request is valid



Are there any restrictions on cover?

- ! You are responsible for the excess amount as shown on your policy documents.
- ! Endorsements may apply to your policy. These will be shown in your policy documents.
- ! Fund Transfer Fraud and Bricking is excluded from the policy, unless purchased as additional coverages



Where am I covered?

- ✓ Your policy will respond to losses anywhere in the world and will also defend you (if necessary) anywhere that an action is taken against you, including the United States and its dependent territories.



What are my obligations?

- You must maintain a commercial grade (not Home Edition) firewall, either hardware or software based.
- You must run and maintain a commercial grade (not Home Edition) anti-virus solution.
- You must backup all critical data at least every 7 days.
- You must password or biometrically protect all portable media, including smartphones and memory sticks, otherwise losses originating from portable media will not be covered.
- If you process Payment Card Information, you must be fully PCI DSS compliant.
- At the beginning of the period of insurance or when making changes to your policy, you must give complete and accurate answers to any questions you are asked relating to the insurance.
- You must tell Optimum Speciality Risks as soon as practicable if you become aware of any inaccuracies or changes in the information you have provided to us, whether happening before or during the period of insurance.
- In the event of a suspected loss or claim you must contact the helpline number given in your policy.
- You must not admit any liability or enter into any settlements without our prior written consent.
- You must co-operate with us, and any counsel that we may appoint.
- You should take all reasonable steps to prevent further loss or damage.
- Failure to meet your obligations could result in a claim being rejected, a reduction in the amount we pay or the cancellation of your policy



When and how do I pay?

- Your broker will advise you of the full details of when and the options by which you can pay.



When does the cover start and end?

- Your period of insurance is given in the policy document and is usually (but not always) of 12 months duration.



How do I cancel the contract?

You may cancel this insurance at any time by contacting OSR on +44 (0) 203 675 0910 or at 150 Minories, London, EC3N 1LS or your broker, and such cancellation being effective 10 business days after such notice is received by OSR. In such case, OSR shall refund any unearned premium calculated at pro rata rate of the annual premium, except in the event of a Claim having been notified prior to the date of cancellation whereupon no refund shall be due, unless agreed otherwise by OSR.

This policy may not be cancelled by OSR except for non-payment of the premium, upon expiry of a period of notice of not less than 21 days.



Optimum Speciality Risks



OSR: CYBER PLUS

1. INSURANCE COVER

In consideration of the payment of or agreement to pay the premium by the **Policyholder** on behalf of the **Insured**, the **Insurer** will pay, or where specified, reimburse the **Insured**, in excess of the applicable **Retention** for:

- 1.1 **Loss** of the **Insured** in respect of any **Claim** first made against the **Insured** and reported to the **Insurer** during the **Period of Insurance**;
- 1.2 **Business Interruption Loss** resulting from a **Business Interruption Event** commencing on or after the **Retroactive Date** and first discovered and notified by the **Insured** to the **Insurer** during the **Period of Insurance**;
- 1.3 **Remediation Costs** incurred by the **Insured** following an actual or threatened **Business Interruption Event**, **Data Liability Event** or **Network Security Event** first discovered by the **Insured** and notified to the **Insurer** during the **Period of Insurance**;
- 1.4 **Loss** of the **Insured** in respect of **PCI Fines and Assessment Costs** caused by a **Data Liability Event** discovered by the **Insured** and reported to the **Insurer** during the **Period of Insurance**.

The cover available under this policy is subject to the operation of Exclusion 3.7 which overrides all other terms of this policy.

2. GENERAL DEFINITIONS

2.1 **Business Interruption Event** means:

- (i) a **Cyber Event** that causes any unplanned system outage, network interruption, or degradation of the **Insured's** network, or the network of any **Cloud Service Provider** or
- (ii) a **Reputational Harm Event**.

2.2 **Business Interruption Loss** means the **Insured's** loss of gross profit, plus reasonable expenses necessary to maintain the operation, functionality or service of the **Insured's** business, as a direct result of a **Business Interruption Event**, but only:

- (i) in respect of a **Cyber Event**, after the expiration of the **Waiting Period**, and
- (ii) until the date on which the **Insured's** business is restored to the same or equivalent trading conditions, functionality and service that existed prior to the loss, however not exceeding 180 days from the date on which the outage, interruption or degradation commenced, such 180 day period not to be limited by the expiration of the **Period of Insurance**;

Business Interruption Loss shall also include costs and expenses incurred to avoid or mitigate the effects of a system outage or network interruption, discover and minimize such interruption or degradation of the network, preserve evidence and/or substantiate the **Insured's** loss.

2.3 **Claim** means any written demand, civil, criminal, judicial, administrative, regulatory or arbitral proceeding against the **Insured** seeking compensation or other legal remedy or penalty as a result of a **Data Liability Event**, **Media Liability Event** or **Network Security Event**.

2.4 **Cloud Service Provider** means any third party with whom the **Insured** has a written contract for the provision of computing services, infrastructure platforms or business applications. **Cloud Service Provider** does not include any **Social Media Platform**.

2.5 **Credit Monitoring Costs** means reasonable fees, costs and expenses incurred with the prior written consent of the **Insurer** for the monitoring services of identity or credit theft including the purchase of identity theft insurance for a period of 12 months from the date of any **Data Liability Event**.

2.6 **Cyber Extortion Costs** means the reimbursement of reasonable fees, costs and expenses incurred by the **Insured**, or paid on the **Insured's** behalf, with the prior written consent of the **Insurer**, such consent not to be unreasonably withheld, to terminate or mitigate any credible threat of a **Business Interruption Event**, **Data Liability Event** or **Network Security Event** resulting from an actual or attempted extortion by a third party.

2.7 **Cyber Event** means:

- (i) **Unauthorised Access**;
- (ii) **Operator Error**;
- (iii) a denial of service attack;
- (iv) the introduction of any **Malware** into a network owned or operated by an **Insured**, including the network of any **Cloud Service Provider**,

2.8 **Data Liability Event** means:

- (i) the loss or suspected loss of any third-party non-public data or information for which the **Insured** is legally responsible;
- (ii) the breach of any privacy legislation worldwide by the **Insured** or someone for whom the **Insured** is legally responsible

provided always that such **Data Liability Event** occurs on or after the **Retroactive Date** specified in the Schedule.

- 2.9 **Data Restoration Costs** means reasonable fees, costs and expenses for the restoration and/or replacement of data and/or programs that have been lost, erased corrupted or encrypted by a **Cyber Event** or **Data Liability Event** and costs to prevent or minimise any further damage and preserve material evidence of civil, criminal or malicious wrongdoings. These costs include the cost of purchasing replacement licenses for programs where necessary.
- 2.10 **Defence Costs** means reasonable fees, costs and expenses (including but not limited to lawyers' fees and experts' fees) incurred by the Insured relating to the defence, settlement or appeal of a **Claim**.
- 2.11 **Forensic Costs** means reasonable fees, costs and expenses of the **Insured** to investigate the cause, scope and extent of any **Data Liability Event**, **Business Interruption Event** or **Network Security Event**.
- 2.12 **Insured** means the **Policyholder**, and any subsidiary based in the same territory and owned by the Policyholder that is intended and agreed to be insured by the Insurer at inception and/or acquired subsequent to inception provided notice is given to the **Insurer** of such acquisition and the **Insurer** has not objected within 30 days of such notice.
- 2.13 **Insurer** means Talbot Syndicate #1183.

- 2.14 **Legal Representation Expenses** means reasonable and necessary fees, costs and expenses incurred to obtain legal advice or representation to protect the **Insured's** interests in connection with a **Data Liability Event** or **Network Security Event**.

Legal Representation Expenses shall include the costs associated with the investigation, adjustment and defence of regulatory proceedings.

- 2.15 **Loss** means judgments, settlements, awards, and costs, including, without limitation, damages, consumer redress funds, fines, penalties and punitive and exemplary damages in respect of a **Claim** covered under this policy to the extent permitted by law. **Loss** shall also include **Defence Costs** and **Legal Representation Expenses**.
- 2.16 **Malware** means any code designed to:
- (i) erase, deny access to or corrupt data, including but not limited to ransomware;
 - (ii) damage or disrupt any network or system;
 - (iii) circumvent any network security product or service.
- 2.17 **Media Liability Event** means any digital content or printed media created and displayed by the Insured directly leading to
- (i) an infringement of any copyright, title, slogan, trademark, trade name, or domain name;
 - (ii) plagiarism, piracy, or the misappropriation or theft of ideas
 - (iii) defamation, including the disparagement of any product or service
 - (iv) any breach of confidentiality or invasion or interference with any right of privacy

provided always that such **Media Liability Event** occurs in the course of the **Insured's** usual business practices and that such **Media Liability Event** occurs on or after the **Retroactive Date** specified in the Schedule. For the avoidance of doubt the manufacture, supply, retail or distribution of any tangible goods or products shall not be considered a **Media Liability Event**.

- 2.18 **Merchant Services Agreement** means a contractual agreement between the **Insured** and any other organisation which allows the **Insured** to accept payment by credit or debit card.

2.19 **Network Security Event** means:

- (i) the transmission of any **Malware** from the **Insured's** network, or from the network of any **Cloud Service Provider**;
- (ii) failure to secure the Insured's computer system or network that results in **Unauthorised Access**;
- (iii) failure to prevent a denial of service attack launched from the **Insured's** network or from the network of any **Cloud Service Provider**,

provided always that such **Network Security Event** occurs on or after the **Retroactive Date** specified in the Schedule.

2.20 **Notification Costs** means reasonable fees, costs and expenses in respect of notifying any natural person or legal entity whose data or information has been or may have been lost, or the cost of notifying any data protection authority or equivalent, as a result of a **Data Liability Event**.

2.21 **Operator Error** means the accidental erasure, destruction or modification of the **Insured's** data or programs by an employee or a **Cloud Service Provider**.

2.22 **PCI Fines and Assessment Costs** means all amounts that the **Insured** is legally required to pay under a **Merchant Services Agreement** following a **Data Liability Event** that leads to a breach of the Payment Card Industry Data Security Standard, including but not limited to fines, case management fees, non-compliance fees, re-imbursment of fraudulent transactions, and the costs incurred in card re-issuance and the appointment of a PCI Forensic Investigator.

2.23 **Period of Insurance** means the period denoted as such in the Schedule.

2.24 **Policyholder** means the entity denoted as such in the Schedule.

2.25 **Public Relations Costs** means reasonable fees, costs and expenses incurred with the prior written consent of the **Insurer**, such consent not to be unreasonably withheld, for obtaining advice and support to protect, or mitigate any damage to, the **Insured's** reputation following a **Reputational Harm Event**.

2.26 **Remediation Costs** means any:

- (i) **Credit Monitoring Costs**;
- (ii) **Cyber Extortion Costs**;
- (iii) **Data Restoration Costs**;
- (iv) **Forensic Costs**;
- (v) **Legal Representation Expenses**;
- (vi) **Notification Costs**; and
- (vii) **Public Relations Costs**.

2.27 **Reputational Harm Event** means adverse media, including social media, caused solely by a **Cyber Event** or a **Data Liability Event** that directly leads to a **Business Interruption Loss**.

2.28 **Retention** means the amount the **Insured** must pay as the first part of each and every claim for indemnity under this policy after application of all other terms and conditions of this policy

2.29 **Retroactive Date** means the date denoted as such in the Schedule.

2.30 **Social Media Platform** means any internet based system for the creation, exchange or sharing of any user generated content for information, advertising or any other purpose. **Social Media Platforms** include, but are not limited to: Facebook, LinkedIn, Instagram, Twitter and YouTube.

- 2.30 **Unauthorised Access** means use of the **Insured's** computer system or network infrastructure by any person or persons not authorised to do so, including employees.
- 2.31 **Waiting Period** means the number of hours denoted as such in the Schedule which must elapse following a **Business Interruption Event** before a **Business Interruption Loss** is agreed to have occurred. The **Waiting Period** will apply to each **Business Interruption Event**. For the avoidance of doubt, once the **Waiting Period** is satisfied only the monetary Retention will apply to **Business Interruption Loss(es)**.

3. EXCLUSIONS

The **Insurer** shall not be liable to make any payment or provide any benefit or service in respect of any **Claim** or **Loss**:

- 3.1 for death, bodily injury or loss of or damage to tangible property including bricked devices unless purchased via endorsement, however this exclusion shall not apply to mental anguish or mental injury as a result of a **Data Liability Event** or **Network Security Event**. For the avoidance of doubt data held in electronic format is not tangible property.
- 3.2 arising from, attributable to, or based upon any fact or circumstance known to the **Insured** prior to the inception of the **Period of Insurance**.
- 3.3 arising from, attributable to or based upon any intentional, criminal or fraudulent acts committed or condoned by any Principal, Partner or Director of the **Insured**.
- 3.4 arising from any failure, outage, or disruption of power, utility services, satellites, or telecommunications external services not under the direct operational control of the **Insured**.
- 3.5 arising from any physical act of war, invasion, or warlike operations, civil war, riot, civil commotion, rebellion, revolution, insurrection or civil uprising.
- 3.6 arising from any bankruptcy, liquidation or insolvency of the **Insured** or any other person, including any **Cloud Service Provider**.
- 3.7 to the extent that such cover, payment, service, benefit and/or any business or activity of the **Insured** from which the **Claim** or **Loss** arises would violate any applicable trade or economic sanctions or any law or any regulation worldwide. This provision overrides all other terms of this policy.
- 3.8 arising from or representing the costs for the upgrading or betterment of any application, system or network of the **Insured**.
- 3.9
 - a) brought against a director or officer of the **Insured**, in their capacity as such
 - b) arising from any obligation owed by the **Insured** as an employer or potential employer to any employee, including claims for wrongful dismissal or under any contract of employment or under any retainer with any consultant or under any training contract or work experience placement;
 - c) whether by any employee or not, alleging sexual, racial or other harassment or molestation, or sexual, racial, ethnic, disability, sexual orientation, religious and/or age discrimination or victimisation, or discrimination or victimisation of any other kind.
- 3.10
 - a) directly or indirectly, arising out of, or resulting from, asbestos or any actual or alleged asbestos related loss injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure to asbestos;
 - b) arising from, based upon, attributable to or as a consequence of, whether direct or indirect, or in any way involving:
 - (i) ionising radiation or contamination by radioactivity or from any nuclear fuel or from any nuclear waste;

- ii) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or component thereof.
- c) arising out of, based upon, attributable to, as a consequence or in any way involving, pollution or directly or indirectly the actual, alleged or threatened discharge, dispersal, release or escape of pollutants;
- d) arising from, based upon, attributable to or as a consequence of any electromagnetic field, electromagnetic radiation or electromagnetism, which terms are defined as follows;
 - i) electromagnetic field means any field of force that is made up of associated electric and magnetic components;
 - ii) electromagnetic radiation means any succession of electromagnetic waves;
 - iii) electromagnetism means magnetism that is developed by a current of electricity.
- 3.11 arising from any fire, lightning, explosion, aircraft, impact or any other natural peril.
- 3.12 arising out of any violation of anti-Spam or telemarketing legislation worldwide.
- 3.13 arising out of the electronic transfer of any funds, monies or goods belonging to the **Insured**, or for which the **Insured** is legally liable.
- 3.14 arising from any contractual liability assumed by the **Insured**, unless such liability would have attached in the absence of such contract. This exclusion shall not apply to Insuring Cover 1.4.
- 3.15 arising out of the misappropriation or infringement of patent or trade secret.
- 3.16 arising out of the actual or alleged failure to render any professional services.

4. GENERAL CONDITIONS

LIMIT OF LIABILITY

- 4.1 The limit of liability denoted as such in the Schedule is the maximum amount the **Insurer** will pay, including **Defence Costs**, irrespective of the number of claims submitted under the policy by the **Insured**.
- 4.2 The **Insurer** may, in its sole discretion, elect to discharge its liability to the **Insured** fully and finally in respect of any **Claim(s)** covered under this policy by either (a) paying the applicable limit of indemnity (less any sums previously paid) to the **Insured** or (b) paying a sum less than the limit of indemnity when the **Claim(s)** can be settled for such a lesser sum.
- 4.3 If a **Claim** is settled by a payment to a third party and such payment is not 100% insured under this policy, the **Insurer** will be liable for no more than a proportionate share of the **Defence Costs** based on the insured proportion of such payment (and, for the avoidance of doubt, the **Insurer's** liability is always subject to the limit of liability, inclusive of **Defence Costs**, per clause 4.1 above).

RELATED CLAIMS

- 4.4 Any **Claims** or **Losses** under all applicable sections of this policy, directly or indirectly arising out of or in any way connected with the same originating cause or event, will be deemed to be a single claim, reported at the date of the first such claim. Any **Claims** or **Losses** under all applicable sections of this policy, triggering more than one coverage section, will be deemed to be a single claim.

CLAIMS HANDLING AND NOTIFICATION

- 4.5 It is a condition precedent to the **Insurer's** liability that the **Insured** complies with each of the provisions of this clause 4.5. If the **Insured** fails to do so, the **Insurer** may (a) reject any claim for an indemnity under this policy; or, at its absolute discretion (b) elect to indemnify the **Insured** to the extent the **Insurer** would have been liable to pay in the absence of any prejudice in the handling or settlement of any **Claim** or notifiable circumstance under this policy which arises from the **Insured's** breach of condition precedent:
- 4.5.1. The **Insured** shall notify any **Claim, Loss, or Business Interruption Event** to the agreed incident response provider specified in the Schedule, as soon as reasonably practicable, but in no case later than 7 (seven) days after the **Insured** has become aware of such incident. The **Insured** shall provide such information and documentation relating to the **Claim, Loss, or Business Interruption Event** as the **Insurer** may require in its sole discretion.
- 4.5.2 The **Insured** may give notice to the **Insurer** during the Period of Insurance of circumstances which may reasonably be expected to give rise to a **Claim**, specifying the reasons for anticipating such a **Claim**. If such notice is given, any **Claim** subsequently made against the **Insured** alleging, arising out of or in any way connected with such circumstances shall be deemed to have been made at the time such notice of circumstances was given by the **Insured** to the **Insurer**. The **Insured** shall provide such information and documentation relating to the notification as the **Insurer** may require in its sole discretion.
- 4.5.3 No **Insured** shall (expressly or impliedly) admit nor assume any liability, make a compromise, enter into any settlement agreement, waive any rights nor consent to any judgment in respect of any **Claim, Loss** or notifiable circumstances without the prior written consent of the **Insurer**, such consent not to be unreasonably withheld or delayed.
- 4.5.4 The **Insured** shall co-operate with the **Insurer**, including but not limited to any counsel, advisor or specialist incident response provider that the **Insurer** shall appoint to investigate

any **Claim** or **Business Interruption Event**, and shall provide all such information and documents as the **Insurer** shall require in its sole discretion.

INCIDENT RESPONSE PANEL

- 4.6 The **Insurer** has the right to appoint any counsel, advisor, specialist incident response provider or other provider to investigate or assist the **Insured** with any **Claim, Business Interruption Event, Cyber Event, Data Liability Event, Media Liability Event or Network Security Event**. The **Insured** shall co-operate with the **Insurer** and any counsel, advisor, specialist incident response provider or other provider to investigate or assist the **Insured**. The **Insured** must not under any circumstances appoint its own counsel, advisor, specialist incident response provider or other provider to investigate or assist the **Insured** with any **Claim, Business Interruption Event, Cyber Event, Data Liability Event, Media Liability Event or Network Security Event**.

DEFENCE COSTS AND LEGAL REPRESENTATION EXPENSES

- 4.7 Subject to the **Insured's** compliance with the provisions of paragraph 4.5 the **Limit of Liability** and **Retention** set out in the Schedule to this policy, the **Insurer** agrees to advance **Defence Costs** on an on-going basis and prior to the final disposition of a **Claim**. **Insured** agrees to refund all such **Defence Costs** should it be found that the **Claim** is not valid.

CHANGE OF CONTROL

- 4.8 If during the **Period of Insurance** any person, group or entity acquires control of more than 50% of the issued share capital of the **Policyholder** or of the composition of the board of the **Policyholder**, the cover provided by this policy shall be restricted so as to apply only to **Claims** in respect of **Business Interruption Events, Data Liability Events or Network Security Events** occurring prior to the effective date of such sale, consolidation, merger or acquisition of control, unless the **Insurer** has agreed to extend coverage under the policy and the **Policyholder** has agreed to the terms of any such extension of coverage.

ASSIGNMENT

- 4.9 This policy and any rights under it cannot be assigned without the prior written consent of the **Insurer**.

CANCELLATION

- 4.10 The **Policyholder** may cancel this policy at any time by giving written notice to the **Insurer** and such cancellation being effective 10 business days after such notice is received by the **Insurer**. In such case, the **Insurer** shall refund any unearned premium calculated at pro-rata rate of the annual premium, except in the event of a **Claim** as defined having been notified prior to the date of cancellation whereupon no refund shall be due, unless agreed otherwise by the **Insurer**.

This policy may not be cancelled by the **Insurer** except for non-payment of the premium, upon expiry of a period of notice of not less than 21 days.

APPLICABLE LAW

- 4.11 This agreement and any dispute or claim between the **Insured** and the **Insurer** arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws set out in the Schedule. If any term of this agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability and all other terms of this agreement shall remain in full force and effect.

ARBITRATION

- 4.12 All disputes arising out of or in connection with this agreement, or in respect of any legal relationship associated with or derived from this agreement, shall be resolved by arbitration. The seat of the arbitration will be as specified in the Schedule.

DUTY OF FAIR PRESENTATION

- 4.13 Before this insurance contract (or any variation thereto) is entered into, the **Insured** must make a fair presentation of the risk to the **Insurer** in any application, proposal form or other information submitted to the **Insurer**. This means the **Insured** must:

4.13.1 disclose to the **Insurer** (i) every material circumstance which the **Insured** knows or ought to know or (ii) sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances. A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk, or the terms of the insurance (including premium); and

4.13.2 make the disclosure in clause 4.13.1 above in a reasonably clear and accessible way; and

4.13.3 ensure that every material representation of fact is substantially correct, and that every material representation of expectation or belief is made in good faith.

- 4.14 If the **Insured** fails to comply with clause 4.13, the **Insurer** has the following remedies:

4.14.1 If the **Insured's** breach of the duty of fair presentation is deliberate or reckless, then (i) the **Insurer** may avoid the policy, and refuse to pay all claims; and (ii) the **Insurer** need not return any of the premiums paid.

4.14.2 If the **Insured's** breach of the duty of fair presentation is not deliberate or reckless, then the **Insurer's** remedy will depend on what the **Insurer** would have done if the **Insured** had complied with the duty of fair presentation:

4.14.2.1 If the **Insurer** would not have entered into the contract at all, the **Insurer** may avoid the contract and refuse all claims, but must return the premiums paid.

4.14.2.2 If the **Insurer** would have entered into the contract, but on different terms (other than terms relating to the premium), the contract is to be treated as if it had been entered into on those different terms from the outset, if the **Insurer** so requires.

4.14.2.3 If the **Insurer** would have entered into the contract, but would have charged a higher premium, the **Insurer** may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims).

INDEMNITY AND SETTLEMENT

- 4.15 The **Insurer** has the right but not the duty to assume control, defence and settlement of any **Claim** or investigation. At any stage of a **Claim** the **Insurer** may choose to pay the **Limit of Liability** or any amount that remains following any earlier payment(s).

- 4.16 The **Insurer** shall have the right to make an investigation it deems necessary including, without limitation, any investigation with respect to the Application and statements made in connection with the procurement of the policy and with respect to coverage.

- 4.17 With respect to any **Claim**, if the **Insured** refuses to consent to a settlement the **Insurer** recommends and the claimant will accept, the **Insured** may continue the defence and investigation of that **Claim**. However, the further costs and expenses incurred will be paid by the **Insured** and the **Insurer** on a proportional basis, with 25% payable by the **Insurer** and 75% payable by the **Insured**.

SUBROGATION

- 4.18 If the **Insurer** makes any payment under this Policy and there is available to the **Insurer** any of the **Insured's** rights of recovery against any third party, then the **Insurer** shall maintain all such rights of recovery. The **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. This includes, but is not limited to, placing any third party on notice of any rights the **Insured** or the **Insurer** may have against it. The **Insured** shall do nothing to prejudice such rights. Any recoveries shall be first applied to subrogation expenses, second to any amounts paid or reimbursed by the **Insurer** under the Policy, and third to the Retention set out in Schedule. Any additional amounts shall be paid to the **Insured**.

ENDORSEMENT LIBRARY

INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:
 - 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
 - 1.2 the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
 - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
 - 1.4 the radioactive, toxic, explosive or other hazardous or contamination properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
 - 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

CL370
10/11/2003

SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition, under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA3100
15/09/10

WAR AND CIVIL WAR EXCLUSION CLAUSE

Notwithstanding anything to the contrary contained herein this Certificate does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

NMA464
01/01/38

SEVERAL LIABILITY NOTICE INSURANCE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

LSW1001

NOTICE CONCERNING PERSONAL INFORMATION

Personal information

Your insurance cover includes cover for individuals who are either insureds or beneficiaries under the policy (individual insureds). We (the Lloyd's underwriter(s) identified in the contract of insurance), being Talbot Underwriting Limited, and other insurance market participants collect and use relevant information about individual insureds to provide you with your insurance cover and to meet our legal obligations.

This information includes individual insured's details such as their name, address and contact details and any other information that we collect about them in connection with your insurance cover. This information may include more sensitive details such as information about their health and criminal convictions.

We will process individual insureds' details, as well as any other personal information you provide to us in respect of your insurance cover, in accordance with our privacy notice(s) and applicable data protection laws.

Information notices

To enable us to use individual insureds' details in accordance with applicable data protection laws, we need you to provide those individuals with certain information about how we will use their details in connection with your insurance cover.

You agree to provide to each individual insured our short form information notice, which we have provided to you in connection with your insurance cover, on or before the date that the individual becomes an individual insured under your insurance cover or, if earlier, the date that you first provide information about the individual to us.

Minimisation and notification

We are committed to using only the personal information we need to provide you with your insurance cover. To help us achieve this, you should only provide to us information about individual insureds that we ask for from time to time.

You must promptly notify us if an individual insured, contacts you about how we use their personal details in relation to your insurance cover so that we can deal with their queries.

LMA9154

Further information about Lloyd's personal information protection policy may be obtained from your broker or by contacting Lloyd's on +44 (0)207 327 5933

COMPLAINTS NOTICE

Complaints

If you wish to make a complaint, please contact:

for claims matters: Complaints
Talbot Underwriting Ltd.
60 Threadneedle Street
London
EC2R 8HP

Email: complaints@talbotuw.com
Tel: +44 (0)20 7550 3500
Fax: +44 (0)20 7550 3555

for all other matters: The Complaints Department
Independent Broking Solutions Limited
150 Minories – Suite 610
London
EC3N 1LS

Email: info@isgrp.co.uk
Tel: + 44 (0)20 347 5670

In the event that you remain dissatisfied, it may be possible in certain circumstances for you to refer the matter to the Complaints team at Lloyd's.

The address of the Complaints team at Lloyd's is:

Fidentia House
Walter Burke Way
Chatham Maritime
Chatham
Kent, ME4 4RN

Tel: +44 (0)20 7327 5693
E-mail: complaints@lloyds.com
Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service (FOS).

The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email complaint.info@financial-ombudsman.org.uk.

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at www.financial-ombudsman.org.uk.

LMA9124

Introduction to OSR Risk Management Support

Avast CloudCare

Avast CloudCare included with your Optimum Cyber Plus Policy

OSR have partnered with Avast to help protect your staff from viruses, cyber-attacks and loss of data. Avast is one of the largest security companies in the world using next-gen technologies to fight cyber-attacks in real time.

Avast CloudCare solution includes award-winning anti-virus, firewall, endpoint protection and data backups for your organisation. As an OSR policyholder, you are eligible for up to 30 device licences of Avast CloudCare free of charge. You will also be given 300GB of Cloud storage.

Product overview:

- File Shield scans files and programs before allowing them to open or run.
- CyberCapture sends suspicious files to the Threat Lab for analysis.
- Firewall filters network traffic and stops untrusted connections.
- Behaviour Shield stops dangerous programs and applications on your device.
- Web Shield blocks dangerous websites before they open.
- Email Shield continuously checks for threats in incoming and outgoing emails.
- Anti-spam blocks unwanted spam and phishing emails.
- Smart Scan quickly checks for any performance or security issues.
- Sandbox is a safe environment to test dubious files and programs.
- Wi-Fi Inspector discovers vulnerabilities in your network.
- Real Site keeps you away from fake sites designed to steal your data.
- Rescue Disk creates an external backup antivirus to salvage compromised PCs.
- Data Shredder permanently deletes files you don't want recovered.
- Browser Clean up erases junk files slowing down your browser.
- Webcam Shield alerts you before your webcam is turned on to protect your privacy.
- Passwords protects your passwords and streamlines your online accounts.
- Secure line VPN makes open, vulnerable networks safe, anywhere in the world.
- Supported devices: Windows PCs, Windows 7 SP1 or higher (32-bit, 64-bit), Windows 8/8.1, except RT & Starter edition (32-bit, 64-bit), Windows 10, except Mobile & IoT core edition (32-bit, 64-bit)

Please contact a member of our team if you have any questions. We are here to help.



Protect Customer Data

It's crucial that customers know their data is secure. With Avast CloudCare, data is protected both in-transit and at rest using three-tier encryption. Avast CloudCare data centre's also have ISO9001 and ISO27001 certification giving customers peace of mind that their data won't be compromised.



Restore and Back up anytime

Set schedules to automatically back up data whenever a device is connected to the Internet. Should the worst happen, customer data can be restored on-demand ensuring the impact of any data loss is minimized.



Data Reporting

Generate real-time reports on stored data usage, individual device usage, backup plans, history and much more.



View and restore files anytime

If data is lost or becomes corrupt, backed up data can be viewed and restored directly from the Avast CloudCare portal.



SQL and Exchange back up

Backup and restore SQL 2008 and 2012 databases, Exchange 2003, 2007, 2010 and 2013 mailbox databases from the Avast Business Cloud Care portal.



Protect Servers

ShadowProtect® enables you to image and back up servers to protect against hardware failures, lost information or even issues that arise with a location move.



CloudCare Architecture

- 256-bit AES encryption at device level
- 128-bit SSL encryption in transit
- 256-bit AES encryption at data centres
- Private Cloud, fully redundant data centres
- Secure user password enforcement
- Compatible with existing firewalls
- Log in to CloudCare using your Apple iPhone™ & iPad™ with our CloudCare app

GDPR 123

Training and Consultancy

Benefits

Increasingly, we are seeing cyber criminals focus more on hacking people than hacking networks so it is essential to ensure your staff are properly educated and prepared, should the worst happen. Via GDPR 123, OSR will provide you with online employee awareness training on matters of GDPR compliance, Cyber Security and Data Protection.

In addition to this, GDPR 123 will provide you with a complimentary one hour consultation to discuss all things GDPR. We understand that GDPR remains an area of concern for many businesses and the experts at GDPR 123 will spend this hour helping to ensure you are compliant. From your Privacy Policy to Data Retention policy, GDPR 123 will dispel all of your GDPR worries.

How GDPR 123 training will help:

Compliance

GDPR 123 training will help you to meet your obligations under:

1. The GDPR regulations
2. The Directors' due diligence criteria
3. The ICO's Breach Response question
4. Staff disciplinary scenarios

Cyber Awareness Training in the following areas:

1. Email and Password security
2. Virus's and Malware
3. Using the internet and cloud services more safely
4. Social media
5. Physical security

Data Awareness Training:

1. Disposal of data
2. Data Classification (PII, Special Category, Corporate Sensitive, Prohibited Data)
3. Data Rights and Freedoms
4. Methods of Communication
5. Data Collection and Handling
6. Data Sharing
7. Data Law

Overview

Our objective is to help your organisation to help itself. From training new and existing staff to identify and mitigate areas of weakness, thereby reducing risk, to ensuring those actions have, and continue to be, acted upon, by providing high level reports to senior management and department managers, with drill down capabilities for your IT team, where a problem is identified.

CYBER AMI and Cyber Essentials

Cyber threats are increasing; small businesses are a prime target for organised crime and a hotspot for common, avoidable accidents. This needn't be the case.

Cyber Essentials

The Cyber Essentials scheme is a cyber risk management specification for businesses created by HM Government.

Compliance with Cyber Essentials will reduce risk of common cyber attacks by up to 80%.

Cyber Essentials is widely considered the minimum benchmark for cyber security in any business.

A business can obtain an official Cyber Essentials certificate to demonstrate activity and compliance.

Cyber Essentials is supportive in working towards the information security requirements of the GDPR.

Compliance with Cyber Essentials is increasingly demanded in both public and private sector contracts.

About Cyber AMI

Cyber AMI is a web-based business app to help firms achieve and maintain compliance with Cyber Essentials.

Using Cyber AMI can save a business thousands of pounds over using an in-person consultant.

Designed for the non-technical layman, Cyber AMI guides you through Cyber Essentials in plain-English.

A business has instant access to Cyber AMI on registration, there's nothing to download or install.

Progress at your own pace. Modular assessments and education supports the journey.

Cyber AMI manages the annual Cyber Essentials certification process. There's no jargon, no hassle, and no fuss.

Fact Sheet

Cyber AMI

Cyber security consultancy now costs in excess of £1,000 +VAT per day. Achieve better business governance of cyber security risks against HM Government's Cyber Essentials scheme without the expense of a consultant.

<https://www.cyber-ami.com>

User needs profiles

- Needs to acquire their Cyber Essentials certificate as part of a public or private sector tender.
- Certificate is demanded as part of cooperative network requirements.
- Wants to reduce the cost of annual recertification if they have previously used an expensive consultant.
- Has a desire to improve their information security practices to a recognised benchmark.
- Wishes to obtain a validated badge to use for marketing or PR purposes with their target audience.

Key facts

- Save £££ thousands over using in-person consultancy.
- Written in plain-English; designed for use by the non-technical layman.
- Consists of self-assessment modules and corresponding contextually supportive education modules for clarity.
- Following our process, the annually renewed certificate is guaranteed.
- Fast track certification as standard due to Cyber AMI's recognition by our Certification Body.
- Helps manage the annual certification renewals process.
- Regularly updated software and instant access on registration.
- Cloud-based service; access at anytime, anywhere, on any device.
- Cyber AMI was the first online platform launched facilitating Cyber Essentials certification.
- Regularly updated with a comprehensive software development roadmap.
- Fully designed and built by Berea in house in Leicester, UK.

Please contact a member of our team if you have any questions. We are here to help.

TERMS OF BUSINESS AGREEMENT

BHIB Limited TOBA V11 August 2021

Introduction

This document supersedes all Terms of Business previously issued by us. It sets out the terms upon which we agree to act for our clients and contains details of our regulatory and statutory responsibilities. It also sets out some of your responsibilities. Please read it carefully. This Terms of Business Agreement comes into force on the day you receive it from us and will remain in force until you are provided with revised terms.

Please contact us immediately if there is anything in these Terms of Business which you do not understand or with which you disagree.

About Us

BHIB Insurance Brokers is a trading name of BHIB Limited ("BHIB"), an insurance intermediary. Our registered address is: AGM House, 3 Barton Close, Grove Park, Enderby, Leicester LE19 1SJ.

E-mail: enquiries@bhibinsurance.co.uk. BHIB Limited is registered in England and Wales, number 829660 and is a wholly owned subsidiary of Brokerbilty Holdings Limited.

Regulation

We are authorised and regulated by the Financial Conduct Authority (FCA), number 116675 and registered in England and Wales, number 829660. Our permitted business is introducing, advising, arranging, dealing as agent and assisting in the administration and performance of general insurance contracts and credit broking. This can be verified by contacting the FCA, 12 Endeavour Square, London E20 1JN, telephone number 0800 111

6768, website www.fca.org.uk. We abide by the FCA Rules and Guidance for General Insurance. We hold and maintain Professional Indemnity insurance, as required by the FCA.

We are also members of the British Insurance Brokers Association (BIBA) and the Chartered Insurance Institute (CII).

Our Service

As an insurance intermediary, acting on your behalf, we provide both advised and non-advised services. We will ask questions to enable us to assess reasonably your insurance requirements, this may include checking information that we already hold about you and your existing insurance arrangements with us and other parties.

Our on-line services are non-advised and we will provide you with information only. We will not provide you with any advice or specific recommendations and we will only deal with a single insurer when providing online services.

Where you contact us directly (e.g. telephone, face to face meeting, email etc.), our services will be advised and we will provide you with advice and guidance, after assessing what you want and need and recommend a suitable policy based on our experience of dealing with similar risks. Where we provide you with advice this is done on all types of general insurance products and BHIB are not tied to any one insurance company.

We are, however, tied to a single insurance provider when our offering is by way of provision of a scheme for particular sectors or classes of business.

Generally, we provide a fair and personal analysis of the market, however, for certain

products we may only deal with a single insurer or select from a limited number of insurers as advised to you. The names of the insurers are available on written request. We will discuss your insurance requirements with you, including the scope of cover required, limits to be sought and pricing. Alternatively, if you confirm it in writing to us, we can place your risk without providing any advice. We will also provide advice on your payment options (if available) and, if premium finance is available for your insurances and is required, we can arrange this with your insurer or a specialist provider, as agreed with you.

Upon receipt of your instructions, whether written or verbal, we will endeavour to satisfy your requirements in your best interests. However, we will not in any circumstances act as an insurer nor will we guarantee or otherwise warrant the solvency of any insurer. A liability for premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent. We regularly monitor the financial standing of insurers available to us and we will discuss with you any concerns that may arise.

During the course of the placement of your insurance we will keep you informed about the progress of our negotiations and will identify any inability to fulfil your requirements. We will take all reasonable steps to confirm your insurance requirements before the intended date of inception, renewal or extension of cover (whichever is appropriate). Where services are provided on an advised basis, we will provide you with all relevant information about the insurance cover we recommend, including the basis on which the product and the provider have been selected, enabling you to make an informed decision about whether or not to proceed. We do not act for every insurance company and therefore cannot guarantee that the cost of your insurance cover will be the cheapest in the market or that the policy

wordings will provide the widest cover. However, we endeavour to provide cover commensurate with your risks and requirements. We will advise you if the product recommended is not regulated by the FCA.

When you contact us directly, our services (telephone, face to face meeting, email etc.) will extend to advising you and making a recommendation on your risk exposure and insurance needs, arranging cover as instructed, dealing with mid-term alterations, claims assistance in relation to insurance policies we have arranged and renewal advice and processing and premium finance. We act on your behalf in selecting an appropriate policy, and associated premium finance, to meet your needs and in assisting you with claims matters. We may either act on your behalf, or on behalf of the insurer, in arranging your cover. Please let us know if you would like confirmation of the situation for any policies arranged for you.

Methods of Communication

We will normally communicate with you by post, telephone, email and, where available, facsimile, or direct messaging via a website portal in addition to any meetings we may have with you. Please let us know if you would prefer not to receive communications by any particular medium.

Where we have provided services online on a non-advised basis, any communication between us after inception of a policy purchased online will primarily be by email or telephone and will then be considered as advised.

Please note we record all telephone calls to and from our office landlines to help with training, monitoring and compliance purposes. For further information, please do not hesitate to contact us.

Conflicts of Interest

Subject to regulatory and legal requirements, BHIB will endeavour to find a suitable insurance solution to meet your requirements and will act in the best interests of its clients, and treat all customers fairly, as required by the FCA. As independent insurance brokers, we generally act as the agent of our client, we will advise you where this may not be the case.

BHIB is not tied to any particular insurer or group of insurers, and dependant on the insurance cover required and indemnity limits sought by a client, BHIB may consider a specific product from a single insurer and/or place business through an insurance scheme with a particular insurer, or purchase products from a selection of relevant insurers.

An insurance scheme for a particular product, or a range of products, may be made available to BHIB through chosen markets with particular insurers. Alternatively this may be through BIG (Brokerbilty Insurance Gateway Limited), which is an Appointed Representative of Brokerbilty Limited, and which is also part of the same group of companies as BHIB, namely part of Brokerbilty Holdings Limited. BHIB is also a member of the Brokerbilty group of companies.

Occasions can arise where we or one of our associated group companies, clients or product providers will have a potential conflict of interest with business being transacted for you. If this happens and we become aware of the existence of a potential conflict of interest, we will write to you and obtain your consent before we carry out your instructions.

Treating Customers Fairly

BHIB Insurance Brokers is committed to a policy of Treating Customers Fairly and places the interests of the customer at the heart of

the firm's business strategy. Our commitments to you are:

- To treat you as an individual and listen to you;
- To act at all times with integrity;
- To have competent staff to provide guidance and assistance in helping you select the appropriate insurance product;
- To give you correct and clear information to enable you to make informed choices;
- To address your concerns in a sympathetic and understanding manner.

If you have any feedback, whether good or bad, let us know as we value your views to help us shape the future of our company.

Terms Relating to Disclosure (Providing Information to your Insurer)

Your insurance is based upon the information provided to the insurance company.

Such information may be provided directly online or to us as your appointed general insurance broker. For Consumers (individuals buying insurance wholly or mainly for purposes unrelated to their trade, business or profession) this means that you must take reasonable care to answer all questions fully and accurately. Once cover has been arranged, you must immediately notify us of any changes to the information that has been provided to your insurers.

All other clients must present the risk (i.e. the subject matter of the proposed insurance) fairly. This means that you must disclose to insurers, before the setting up or renewal of your insurance policy is concluded, anything that might influence the judgement of an insurer in fixing the premium, setting the terms or determining whether they would

take the risk. If you are uncertain whether anything is material, you should disclose it. Failure to provide accurate and up to date information may invalidate your insurance cover and mean that a claim may not be paid.

In order to identify what must be disclosed, you are obliged to carry out a reasonable search before presenting the risk to insurers. This includes (but is not limited to) consulting with all senior managers. A senior manager is anyone who plays a significant role in the making of decisions about how your activities are to be managed or organised, regardless of whether or not that individual is a member of your board or is formally in a management role. You must also consult with anyone who has particular knowledge about the risk to be insured.

If you deliberately or recklessly (i.e. without care) fail to comply with your obligations to present the risk fairly, insurers may avoid the policy. This means they can retain all premiums and treat the policy as if it never existed and refuse to make any claims payments. You could also be obliged to repay any claims payments that had already been made. If you fail to present the risk fairly, but your failure was neither deliberate nor reckless, the insurers response will depend upon what would have happened if you had complied with your obligations:

- a) if insurers would not have provided the policy, they may treat the policy as if it never existed, refuse to make any claims payments and demand the return of any claims payments already made. However, insurers would have to return any premium payments already made;
- b) if insurers would have provided the policy but on different terms, the policy will remain in force but will be treated as if those different terms applied from the start of the policy. This could result in a claim not being

met in part or in full;

- c) if insurers would have provided the policy but charged a higher premium, insurers may reduce any payment in proportion to the difference between the premium charged and the premium that would have been charged if you had fairly presented the risk. This could result in a significant reduction to the amount of any payment under the policy.

All statements and facts disclosed on proposal forms, statement of facts, claim forms and other documents should be full, true and accurate and must be given after undertaking a reasonable search, including consulting with your senior management. Where forms are completed on your behalf you must check them for accuracy and completeness before signing them. You must always read the declaration and make sure you understand it before you sign.

Quotations

Unless stated otherwise in our documentation all quotations provided for new insurances are valid only for a period of 30 days from the date of issue. You should be aware that quotations may change or be withdrawn if the information given to us or your insurers in proposal forms or declarations differs from that provided at the time the quotation was issued.

Changes to Your Cover

We will normally deal with any requests to increase or amend cover on the day your instructions are received, or the next working day if a weekend or public holiday. Sometimes changes cannot be processed without obtaining additional information. If additional information is required we will contact you as quickly as possible. We will confirm any requested changes to your policy,

once agreed by insurers, in writing. Any acceptance of your instructions to us to increase or amend cover will not be deemed confirmation that any increase or amendment to cover has been effected until confirmed by insurers. We will also advise you of any extra premiums you must pay or premiums we must return to you.

Receipt of Instruction

We do not consider instructions to arrange cover or change cover which are sent to us by post, electronic mail, or facsimile, or left on voicemail. Any insurance cover requested to be put in place upon your instructions shall not be valid or effective until such cover is confirmed by us to you either verbally or in writing.

We do not accept responsibility for instructions which do not reach us at all due to failures in the postal, electronic or telecommunications systems. Where a facility is provided by BHIB for clients to renew a policy online via an internet based portal then upon satisfactory renewal of such policy online, relevant insurance documents will be issued by way of confirmation of insurance cover.

Transferred Business

If we take over the servicing of insurance policies which were originally arranged through another insurance broker or intermediary or directly with an insurer, we do not accept liability for any claim arising out of the advice given by that broker, intermediary or insurer, nor for any errors, omissions or gaps in your current insurance protection.

We would ask you to contact us without delay should any aspect of a policy which has been transferred to us cause you concern or if you need an immediate review. Otherwise we will endeavour to review all transferred policies as

they fall due for renewal.

Data Protection and Confidentiality

We are the Data Controller for the data you provide to us. We need to use your data in order to arrange your insurance and associated products when you are obliged to provide information without which we will be unable to provide a service to you. We may also use data for marketing purposes (please let us know if you would prefer not to receive marketing information from us).

You have a right to request access to any personal data held by us by writing to our Compliance Officer. You can request copies of the data we hold, have it corrected, sent to a third party or deleted (subject to our need to hold data for legal reasons).

We process all data in the UK but where we need to disclose data to parties outside the European Economic Area (EEA) we will take reasonable steps to ensure the privacy of your data. In order to protect our legal position, we will retain your data for a minimum of 7 years. We have a Data Protection regime in place to oversee the effective and secure processing of your data.

We agree to keep all information provided by you to us confidential, save that you authorise us to:

- a) pass your data to other organisations, such as insurers, auditors, external consultants, credit providers, banks, financial transaction processors, crime and fraud prevention agencies and databases and regulators.
- b) share such information with our own insurers and professional advisors on terms that preserve confidentiality or where we are required by law or by order of the court to disclose such confidential information.

However, we will not be bound to keep any

information confidential where it is or becomes in the public domain, it was already known to us or becomes known to us independently of you, or if you authorise us to disclose such information.

If you wish to complain about how we have handled your data, you can contact us and we will investigate the matter. If you are not satisfied with our response or believe we are processing your data incorrectly you can complain to the Information Commissioner's Office Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF Tel: 0303 123 1113

Access to Premises

By prior arrangement, access to your premises must be allowed, when required for underwriting or claims purposes.

Credit Referencing and Personal Credit Checks

In order to be able to offer premium finance and more favourable terms, certain insurers may, from time to time, carry out credit checks using external credit agencies. Such checks will appear on your credit file regardless of whether or not your application for cover proceeds. If you require clarification on this matter or would prefer such checks to not be carried out, please contact us immediately.

When you ask us to obtain quotations for personal insurance products, you should be aware that some of the insurers we approach will carry out personal credit checks as part of the underwriting process. This means they will review information held by a credit agency. Whilst a record of the search will be added to your credit history, we are advised that this will not have any detrimental effect on your credit rating or history.

To comply with Consumer Credit legislation, providers of personal credit are required to carry out affordability assessments before

making advances of credit. This means that whenever we are asked to arrange personal premium finance, we will pass your name, address and date of birth to the finance provider, to enable it to carry out an assessment. In assessing your application, the provider may search information held by a credit reference agency. Please note the credit reference agency will add details of the search and your application to their records.

Documentation

We will issue documentation in a timely manner confirming the basis of the cover including commencement date, period of cover, certificates, policy documents, a statement of demands and needs and payment details. You should ensure that the cover meets your requirements and that documentation is kept safe and secure. Any changes will be explained and if you are a Consumer, you have the right to request a new policy document at renewal.

We recommend that you keep policy documents for as long as a claim is possible under the policy. If your policy included Employers' Liability insurance it is prudent to keep a copy of all Employers' Liability Certificates issued indefinitely.

Awareness of Policy Terms

It is your responsibility to read all of your policy documents to satisfy yourself that the cover meets your requirements. Specific attention is brought to relevant conditions, exclusions and limitations that may be included in your policy documents. Should you have any queries, or concerns, please contact us immediately.

Settlement Terms and Methods of Payment

We will be responsible for issuing invoices

and/or arranging finance for all new, renewal or mid-term alterations within appropriate timescales and will make it clear when payment is due. You will be responsible for prompt payment of premiums due to enable us to make payments to insurers in accordance with the agreed terms of business. We normally accept payment by cheque, debit or credit card, or by BACS transfer. We reserve the right to apply a charge of £10 should your bank refuse to honour a cheque provided by you. Where any part of a Premium or Insurance Premium Tax is outstanding, we may withhold any Policy documents, Certificates, No Claims Discounts proof or other documentation pending full payment of such outstanding Premium and Insurance Premium Tax. We will ensure that you have full details of your insurance cover and any documents you are required to have by law. Please note that, should you choose to pay using a third party premium finance provider, any default on your part may incur additional charges. Should the finance provider cancel the arrangement, following default, they may then invoice us for the outstanding premium. In these circumstances, we may cancel your policy, retain the return premium from the insurer and pursue you directly for any outstanding balance.

We have no obligation to fund any premiums on your behalf and cannot be held responsible for any loss which you may suffer as a result of a policy being cancelled or otherwise prejudiced due to late payment of a premium where the delay is attributable to you.

Handling Client Money and/or Insurer Money

Client money is money of any currency that we receive and hold in the course of carrying on insurance distribution activities on your behalf (e.g. premiums, claim settlements and refunds). We hold client money in a Client Bank Account under a Statutory Trust. For the

purpose of some transactions, client money may pass through other authorised intermediaries before the insurer receives it. In order to complete an insurance transaction for you, your money may be passed to a third party outside the UK. Differences in the legal and regulatory regime outside the UK mean that your money may not be treated in the same way as it is in the UK in the event of a third party failing. You may ask us not to transfer your money outside the UK. Any interest earned on client money will be retained by BHIB Insurance Brokers and will not be paid to customers. Where we collect and hold money as an agent of the insurer we may also hold that money in the same Client Bank Account.

Our Remuneration

Our remuneration for the services we provide to you will either be in the form of commission from the insurers and premium finance providers with whom we place business (being a percentage of your payment), specific fees, payable by you, or a combination of the two. Any fees, and the reason for them, will be notified to you in advance and are non-refundable in the event of cancellation. We reserve the right to retain commission if you cancel or adjust a policy. We may also earn income from insurers based on the overall performance of our account with them and not directly related to your insurances and may additionally receive payment in return for the transfer of work involved in the administration of certain policies on behalf of insurers. If you would like details of any commission, remuneration or payment that we receive for arranging the insurance, finance and any additional general insurance related activities, please contact us.

Cancellation Rights

Your insurance contract may include a cancellation clause and you may have the

right to cancel your policy. If you decide to cancel your insurance contract within any stipulated timeframe and you have not made a claim on the policy, you may be entitled to receive a refund of any premium paid, less any reasonable costs incurred by the insurer in providing the cover and/or by BHIB in arranging the cover. The terms of your policy may allow insurers to retain the premium in full or to charge short period premiums in the event of cancellation before the policy expires. Please check your policy documentation for further information or ask for clarification. Please note our commission and, where appropriate, fees are earned in full from the date insurance cover commences and will not be refundable in the event of cancellation, avoidance or early termination of a policy.

Please contact us if you wish to cancel any policy that we have arranged for you. Customers acting personally and outside their trade or profession (Consumers) will usually have a legal right to cancel policies for any reason, subject to no claims having occurred, and within 14 days of receiving the full terms & conditions. You will always be advised where this right applies. A charge may apply for the period of cover provided. Cancellation under this right must be in writing, prior to expiry of the cancellation period.

Claims

If you need to make a claim, please contact us immediately. If you are unsure whether or not to make a claim, please contact us for advice. Failure to adhere to the notification requirements of insurers, as set out in their policy document, may entitle insurers to refuse settlement of the claim, in whole or in part. Except where otherwise agreed, we will provide claims handling services during the policy period. These services can be continued beyond our appointment as your broker, subject to a separate fee to be agreed at the

time. Our service can include notification of the claim direct to insurers in accordance with the relevant policy claims procedure.

In certain circumstances late notification may result in a claim being rejected.

If the claim involves damage to your property, please do not:

- Dispose of damaged items
- Authorise repair work (except in an emergency or to prevent further damage)

until your insurers or we advise that you can.

If your claim involves damage to third party property or injury to persons please pass copies of all correspondence, including solicitors letters, to us immediately and unanswered. Any attempts to negotiate or respond to the incident, without prior reference to your insurers or us, may prejudice your cover.

Complaints

We recognise the importance of service and set ourselves high standards. Should there be an occasion when we do not meet your expectations or you wish to request a copy of our complaints procedures, please contact our Compliance Officer, either in writing to our office address or by telephone to 0116 281 9100. We are committed to dealing with any complaint in a thorough and professional manner. If we cannot resolve your complaint by close of business on the third working day after receipt, we will acknowledge your complaint, in writing, within 5 business days, and will advise you of when you may expect to receive a response. Your complaint will be dealt with by a senior and independent member of our senior management team who will ensure that the investigation will be fair and unbiased. If your complaint does not relate to a product or service that we have provided, or which should more appropriately

be referred to another organisation, we will advise you of this fact, in writing, within 5 business days of receipt of your complaint and, where possible, provide details of to whom your complaint should be redirected. We will provide you with a full written response to your complaint within 4 weeks of receiving it, unless your complaint is sufficiently complicated to warrant longer investigation. If the written response cannot be given to you within 4 weeks, we will inform you, in writing of the reasons why and when you can expect to receive our final response. If you are a Consumer or a Commercial Client with a turnover of less than £6.5 million and fewer than 50 staff and are dissatisfied with our final response to your complaint, or if the investigation is not concluded within eight weeks, you have the right to refer the matter to the Financial Ombudsman Service (FOS) whose jurisdiction extends to cover general insurance distribution and consumer credit activities. They may be contacted at The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square London E14 9SR, telephone number 0800 023 4567, e-mail: complaint.info@financial-ombudsman.org.uk.

Termination of Authority

You may terminate our authority to act on your behalf with 14 days written notice or as otherwise agreed. Notice of this termination must be given in writing and will take effect from the date of receipt. Termination is without prejudice to any transactions already initiated unless otherwise agreed in writing. You will be liable to pay for any transactions or adjustments effective prior to termination and we will be entitled to retain any and all fees or brokerage payable in relation to policies placed by us prior to the date of termination.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS should you incur a loss and if we cannot meet our obligations. This depends on the type of insurance transacted and the circumstances of the claim. Further details about the compensation scheme arrangements are available from the Financial Services Compensation Scheme (FSCS), 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU, Telephone Number: 0800 678 1100 or 020 7741 4100 (Monday to Friday 09:00 to 17:00 excluding public holidays) and website www.fscs.org.uk

Third Party Rights

Unless otherwise agreed between us in writing, no term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999. All activities undertaken by us as outlined in this Agreement are provided by us for your exclusive use and all data, recommendations, proposals, reports and other services are for your sole use. You agree not to permit access by any third party to this information without our express written permission.

Limitation of Liability

In the event of any breach of these terms and or in the event of any representation, statement or act or omission including negligence arising under or in connection with all contracts between us then the following provisions set out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you. Nothing in these terms excludes or limits our liability for death or personal injury caused by our negligence, or for any fraud, fraudulent misrepresentation or

breach of any regulatory obligation on the part of BHIB Insurance Brokers.

We do not accept any responsibility or liability to you under any circumstances for:

- a) any special, indirect or consequential loss or damage or any loss of profit, income, anticipated savings, production or accruals arising in any circumstances whatsoever, whether in contract, tort, negligence, for breach of statutory duty or otherwise, and howsoever caused, including any loss that is not reasonably foreseeable as a consequence of any act or omission on our part; or
- b) any loss following decline of a claim, or reduction of any claim indemnity payment or avoidance of your policy by an insurer which results from:
 - (i) your failure to provide complete and/or accurate information which we or your insurer have requested from you in quoting for any risk we place on your behalf; or
 - (ii) your breach of any terms, conditions or warranties within your policy of insurance; and/or
 - (iii) your failure to comply with any of the claims conditions in your policy of insurance.

Our total aggregate liability to you in respect of any one claim, whether in contract or in tort, in negligence, for breach of statutory duty or otherwise in respect of any claim or series of claims for any loss or damage, costs, other charges or any contractual or statutory interest howsoever caused arising out of or in

connection with the services we provide shall not exceed £10,000,000 (Ten Million Pounds Sterling).

If a higher limit of indemnity is required by you in the course of your dealings with us then please contact us and provide details of the increase in the limitation of liability that is required and the reasons for us to consider such increase. We will review the information provided and if an increase in our liability to you is agreed we will confirm such agreement to you in writing. We reserve the right to charge an additional fee or additional quotation for any additional increase in our liability to you.

Our liability to you shall also be limited to such sum as it would be just and equitable to require us to pay having regard to the extent of our responsibility and the responsibilities of any other parties, including but not limited to any sub-broker or placing broker. You agree that our liability shall not be increased by your inability to recover from any other person or party, or your decision not to recover from any other person or party.

Governing Law

This Agreement, which sets out our terms of business with you, will be governed by English Law.

YOU ARE DEEMED TO HAVE ACCEPTED THESE TERMS OF BUSINESS AND GIVE YOUR CONSENT FOR US TO OPERATE IN THE WAYS DESCRIBED, UNLESS YOU ADVISE US OTHERWISE WITHIN 7 DAYS OF RECEIPT.



Statement of Fact for Your OSR Council Policy

IMPORTANT INFORMATION

This Statement of Fact records the information provided to Optimum Specialty Risks and any assumptions that have been made about your business/organisation. It is important that the information is correct otherwise your claim maybe refused or policy cancelled. This document must be read together with your schedule and the policy wording.

Duty of Disclosure

Please note that under English law, a business insured has a duty to disclose to the insurer every material circumstance which it knows or ought to know after reasonable search, in order that a fair presentation of the risk is made to the insurer. It is important to remember that you have a duty to make a fair presentation of the risk to the insurer at the start of the policy, when there are any mid-term changes and at the renewal of the policy.

A circumstance is material if it would influence an insurer's judgement in determining whether to take the risk and, if so on what terms. If you are in any doubt whether a circumstance is material we recommend that it should be disclosed.

Failure to disclose a material circumstance may entitle the insurer to impose different terms on the cover or proportionately reduce the amount of any claim payable, in some circumstances the insurer will be entitled to avoid the policy from inception and in this event any claims under the policy would not be paid.

INSURED DETAILS

THE POLICYHOLDER: Saltash Town Council

PRINCIPAL ADDRESS:
The Guildhall
12 Lower Fore Street
Saltash
PL12 6JX

TRADE: Council

FINANCIALS

TURNOVER: Less than £500,000

DOES REVENUE GENERATED FROM THE USA EXCEED 25% OF TOTAL TURNOVER? No

INSURED DECLARATION

QUOTATION OBTAINED: 19 October 2022

POLICY REFERENCE: 7640856

Does the insured have any financial nexus, financial agreements or contractual associations to Russia, Ukraine or Belarus?

No

Can you confirm that the proposer(s), or any partner, or any director, or any officer, have: a) never been declared bankrupt or disqualified from being a company director b) no outstanding County Court Judgement(s) or Sheriff Court Decree(s) c) never been officers of a company that has been declared insolvent, or had a receiver or liquidator appointed, or entered into arrangements with creditors in accordance with the Insolvency Act 1986 d) never been convicted of or charged with a criminal offence, other than a conviction spent under the Rehabilitation of Offenders Act 1974 e) never had any insurance proposal declined, renewal refused, had any special or increased terms applied or had insurance cancelled or avoided by Underwriters	Yes
Does the Insured deploy a business grade firewall at all external gateways of their network and a business grade antivirus application across your entire network, including servers or endpoints?	Yes
Does the Insured (or their cloud service provider) back up data that is necessary to run the insured business at least every 7 days?	Yes
Is the Insured backed up data up data stored offline in an environment which is completely separate to the insured network and tested at least every 180 days for integrity?	Yes
Does the Insured install critical patches within 30 days of release?	Yes
Does the insured have a written procedure for validating all changes to vendor/client/customer contact details and/or bank account details in writing and then over the telephone with oral confirmation from the relevant employee/partner/director of the Insured or vendor/client/customer before the changes are actioned?	Yes
Is that written procedure always followed?	Yes
Is the insured compliant with the Payment Card Industry (PCI) Data Security Standards, if applicable?	Yes
Has the insured suffered any loss or has any claim been made against them or are they aware of any matter that is reasonably likely to give rise to any loss or claim where they would seek an indemnity from our cyber insurance policy in the last 36 months?	No
Additional Information	

CHANGES REQUIRED

Please tell your insurance adviser immediately if any details in this document are incorrect &/or require changing. We may need to change the terms and condition of your quotation/policy or premium.

PRIVACY POLICY

We (also referred to as “we”, “us”, or “our”), Optimum Speciality Risk is a trading name of Independent Broking Solutions Limited and is authorised and regulated by the Financial Conduct Authority (FCA) under company number 312026. Independent Broking Solutions Limited (IBS) are a registered company in England (company number 616849). Our registered address is Unit 2 Kildegaard Business Park, Easthorpe Road, Easthorpe, Colchester, Essex, England, CO5 9HE

The term ‘you’ or “your” refers to the user or viewer of our website

THE PURPOSE OF THIS NOTICE

This Notice is designed to help you understand what kind of information we collect in connection with our products and services and how we will process and use this information. In the course of providing you with products and services we will collect and process information that is commonly known as personal data.

This Notice describes how we collect, use, share, retain and safeguard personal data.

This Notice sets out your individual rights; we explain these later in the Notice but in summary these rights include your right to know what data is held about you, how this data is processed and how you can place restrictions on the use of your data.

WHAT IS PERSONAL DATA?

Personal data is information relating to an identified or identifiable natural person. Examples include an individual’s name, age, address, date of birth, their gender and contact details.

Personal data may contain information which is known as special categories of personal data. This may be information relating to an individual’s health, racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic and biometric data, or data relating to or sexual orientation.

Personal data may also contain data relating to criminal convictions and offences.

For the purposes of safeguarding and processing criminal conviction and offence data responsibly, this data is treated in the same manner as special categories of personal data, where we are legally required to comply with specific data processing requirements.

PERSONAL DATA WE COLLECT

In order for us to arrange and administer insurance for you, we will collect and process personal data about you. We will also collect your personal data where you request information about our services, customer events, promotions and campaigns.

We may also need to collect personal data relating to others in order to arrange and administer insurance. In most circumstances, you will provide us with this information. Where you disclose the personal data of others, you must ensure you are entitled to do so.

You may provide us with personal data when completing online quote or contact forms, when you contact us via the telephone, when writing to us directly or where we provide you with paper based forms for completion or we complete a form in conjunction with you.

We will share your personal data within our firm, group of companies, business and with business partners. This is normal practice within the insurance industry where it is necessary to share information in order to place, quantify and underwrite risks, to assess overall risk exposure and to process claims. It is also necessary to determine the premium payable and to administer our business.

We also share personal data with authorised third parties, this is necessary where we are required to do so by law, where we need to administer our business, to quote for, source, place and administer your insurances to perform underwriting activities and to process claims. Some examples follow:

- Insurers;
- Underwriters;
- Premium finance providers;
- Credit reference agencies;
- Debt recovery agencies;
- Claims handling companies;

- Loss adjusters;
- Insurance brokers;
- Reinsurers;
- Regulators.

We may record your communications with us when contacting our customer care, complaints and other customer focused functions.

Where we collect data directly from you, we are considered to be the controller of that data i.e. we are the data controller. Where we use third parties to process your data, these parties are known as processors of your personal data. Where there are other parties involved in underwriting or administering your insurance they may also process your data in which circumstance we will be a joint data controller of your personal data.

A data 'controller' means the individual or organisation which, alone or jointly with others, determines the purposes and means of the processing of personal data.

A data 'processor' means the individual or organisation which processes personal data on behalf of the controller.

As a provider of insurance services, we will process the following categories of data:

- Personal data such as an individual's name, address, date of birth, gender, contact details and details of historic claims
- Special categories of personal data such as health and details on historic claims resulting in injury (physical and physiological)
- Data relating to criminal convictions and offences such as details of driving offences or insurance fraud

If you object to the collection, sharing and use of your personal data, we may be unable to provide you with our products and services.

For the purposes of meeting the Data Protection Act 2018 territorial scope requirements, the United Kingdom is identified as the named territory where the processing of personal data takes place.

If you require more information about our insurance processes or further details on how we collect personal data and with whom we share data with, please contact our data privacy representative by e-mailing jonathan.sprules@isgrp.co.uk

WHY DO WE NEED YOUR PERSONAL DATA?

We will use your personal data for the performance of our contract with you, to quote for and provide you with insurance products and services, to process claims and renewals, to administer your policy and our business, to respond to any requests from you about services we provide and to process complaints. We will also use your personal data to manage your account, perform statistical analysis on the data we collect, for financial planning and business forecasting purposes.

In purchasing our products and services you should understand that you are forming a contract with us. If you contact us for a quote or request details on the services we provide, we consider ourselves as having a legitimate business interest to provide you with further information about our services.

We will retain your personal data at the end of any contractual agreement for a period of six years. Where you have submitted a claim, we will retain your data for a period of six years, if it is a non-injury claim; where an individual has been injured (physical and physiological), we will retain your data for six years. Where you have requested a quote, we will retain your personal data for six years, where you have contacted us for details of our services and products, we will retain your personal data for six years. Where you make a complaint we will retain the data for six years. Where you or law enforcement agencies inform us about any active investigation or potential criminal prosecution, we will comply with legal requirements when retaining this data.

The retaining of data is necessary where required for contractual, legal or regulatory purposes or for our legitimate business interests for statistical analysis (profiling) and product development and marketing purposes.

Sometimes we may need to retain your data for longer, for example if we are representing you or defending ourselves in a legal dispute or as required by law or where evidence exists that a future claim may occur.

Please contact our data privacy representative if you object to the use of, or you have any questions relating to the use of, your data, the retention of your personal data, automated decision making services/tools and techniques.

YOUR RIGHTS

Individuals are provided with legal rights governing the use of their personal data. These grant individuals the right to understand what personal data relating to them is held, for what purpose, how it is collected and used, with whom it is shared, where it is located, to object to its processing, to have the data corrected if inaccurate, to take copies of the data and to place restrictions on its processing. Individuals can also request the deletion of their personal data.

These rights are known as Individual Rights under the Data Protection Act 2018. The following list details these rights:

- The right to be informed about the personal data being processed;
- The right of access to your personal data;
- The right to object to the processing of your personal data;
- The right to restrict the processing of your personal data;
- The right to rectification of your personal data;
- The right to erasure of your personal data;
- The right to data portability (to receive an electronic copy of your personal data);
- Rights relating to automated decision making including profiling.

Individuals can exercise their Individual Rights at any time. As mandated by law we will not charge a fee to process these requests, however if your request is considered to be repetitive, wholly unfounded and/or excessive, we are entitled to charge a reasonable administration fee.

In exercising your Individual Rights, you should understand that in some situations we may be unable to fully meet your request, for example if you make a request for us to delete all your personal data, we may be required to retain some data for taxation, prevention of crime and for regulatory and other statutory purposes.

You should understand that when exercising your rights, a substantial public or vital interest may take precedence over any request you make. In addition, where these interests apply, we are required by law to grant access to this data for law enforcement, legal and/or health related matters.

The flow of data within the insurance sector is complex and we ask you to keep this in mind when exercising your 'rights of access' to your information. Where we may be reliant on other organisations to help satisfy your request this may impact on timescales.

If you require further information on your Individual Rights or you wish to exercise your Individual Rights, please contact our data protection officer by e-mailing Jonathan.Sprules@isgrp.co.uk to 150 Minories Suite 609 London EC3M 1LS

PROTECTING YOUR DATA

We will take all appropriate technical and organisational steps to protect the confidentiality, integrity, availability and authenticity of your data, including when sharing your data within our firm, group of companies, business, and authorised third parties.

DATA PROTECTION OFFICER

To comply with our legal obligations and to ensure data privacy and protection has appropriate focus within our organisation we have a Data Protection Officer who reports to our senior management team. The Data Protection Officer's contact details are as follows:

Jonathan Sprules
Suite 610 150 Minories London EC3M 1LS
Jonathan.Sprules@isgrp.co.uk

COMPLAINTS

If you are dissatisfied with any aspect of the way in which we process your personal data please contact data protection officer/data privacy representative You also have the right to complain to the UK's data protection supervisory authority, the Information Commissioner's Office (ICO). The ICO may be contacted via its website which is <https://ico.org.uk/concerns/>, by [live chat](#) or by calling their helpline on 0303 123 1113.

HOW TO CONTACT US

If you have any questions regarding this Notice, the use of your data or your Individual Rights please contact our Data Protection Officer. Contact details are as follows:

Jonathan Sprules
Suite 610 150 Minories London EC3M 1LS
020 7347 5685
Jonathan.Sprules@isgrp.co.uk

Recommendations: Personnel held on 29.09.22

55/22/23 TO RECEIVE A REPORT ON THE PROVISION OF LONE WORKING DEVICES AND CONSIDER ANY ACTIONS OR ASSOCIATED EXPENDITURE.

It was RESOLVED to note that sufficient Risk Assessments and Safety Systems across the Service Delivery Department are now in place and staff have been consulted throughout the process.

It was proposed by Councillor Martin, seconded by Councillor Stoyel and resolved to **RECOMMEND** to Policy and Finance to:

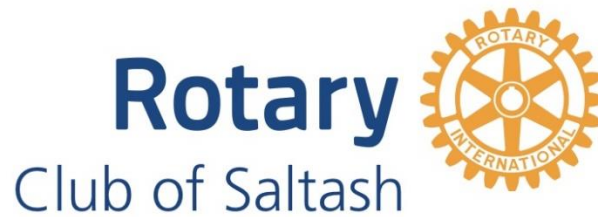
1. Terminate 10 devices with immediate effect;
2. Continue to utilise 3 devices that remain within contract and terminate at the end of the two year contract;
3. To note a cost saving of £2,100 against budget code 6214 P&F Health and Safety;
4. Not pursue with Health and Safety Mobile Applications.

59/22/23 TO RECEIVE AN UPDATE ON ROSEVALE ACCOUNTANTS FINANCE SUPPORT AGREEMENT AND CONSIDER ANY ACTIONS AND ASSOCIATED EXPENDITURE.

It was proposed by Councillor Martin, seconded by Councillor Peggs and **RESOLVED**:

1. To continue with the appointment of Rosevale Accountants to undertake the finance handover/support for both the Finance Officer and Finance Assistant posts;
2. To reduce Rosevale Accountants weekly hours from a maximum of 60 hours to a maximum of 30 hours per week from 1st October to 31st December 2022 at a cost of £26.50 per hour;
3. That the Personnel Committee further review the status at Novembers Personnel Committee meeting.

It was proposed by Councillor Martin, seconded by Councillor Peggs and resolved to **RECOMMEND** to the next Policy and Finance Committee to vire £5,151 from budget code 6694 EMF Staff Contingency to 6661 Finance Consultancy Fees to cover the above cost.



President 2022-23: Pete Samuels

Executive Secretary: David Willcocks

169, St Stephens Road

Saltash

PL12 4NJ

The Town Clerk
Saltash Town Council
The Guildhall
12 Lower Fore Street
Saltash
PL12 6JX

21 October 2022

Dear Mrs Burrows

Saltash Town Council Community Chest

Project: Community Service Project to Renovate and re-use the redundant Telephone Kiosk at Saltash Railway Station as a defibrillator point for public use.

Minute Number 168/2021

Closure Report

The restoration of the telephone box at the Saltash Railway Station was a project which was entirely funded and carried out by volunteers from the Rotary Club.

Once the situation on land ownership and adoption of the kiosk had taken place in February of 2022 BT recovered the payphone and cash container which had been out of use for at least two years and work was started to renovate the fabric of the box.

The work involved removing flaking paint and rust from the whole structure and treating the metal with a primer undercoat (we purchased the primer/undercoat as specified by BT for their existing retained boxes.)

The top-coat was then applied using the official red gloss, these paint treatments were applied inside and outside the kiosk.

A new light was fitted in the ceiling replacing the dual fluorescent tubes with one using led's which comply with forthcoming legislation and will be very cost effective.

The top glass panels which carried the word "Telephone" on them were removed and replaced with new panels with green lettering showing the word "Defibrillator"

We re-used the existing backboard as the fixing point for the defibrillator.

Finally, the missing glazing was replaced with new panels making the kiosk now weathertight and ready for installation of the defib.

The fitting of the equipment took place on Friday 30th September and was opened formally by the Mayor of Saltash on Friday 7th October 2022. followed by a reception in Isambard House funded by a local business.

Saltash Rotary spent £400 on parts, paint and sundries in renovating the kiosk with Rotarians donating 500 hours of their time.

The defibrillator costs including VAT totalled £1806 of which the Town Council Community Chest donated £1000, the remainder provided by a Rotary District foundation grant and the Rotary Club of Saltash.

We would like to record our thanks to the Community Chest administrators for their generous grant which made it possible to complete a project that provides an asset for the town and to the Mayor for giving his time to formally open it.

Yours in Rotary Service

David Willcocks

Encl: Copy of invoice for Defibrillator

Photographs showing the progress of the project.

Tincombe Tea Party – Event Report

This was the second Tincombe Tea Party to take place at Tincombe Green Saltash. The Tea Party afternoon took place on 6th August 2022 and was organised by the **Friends of Tincombe**.

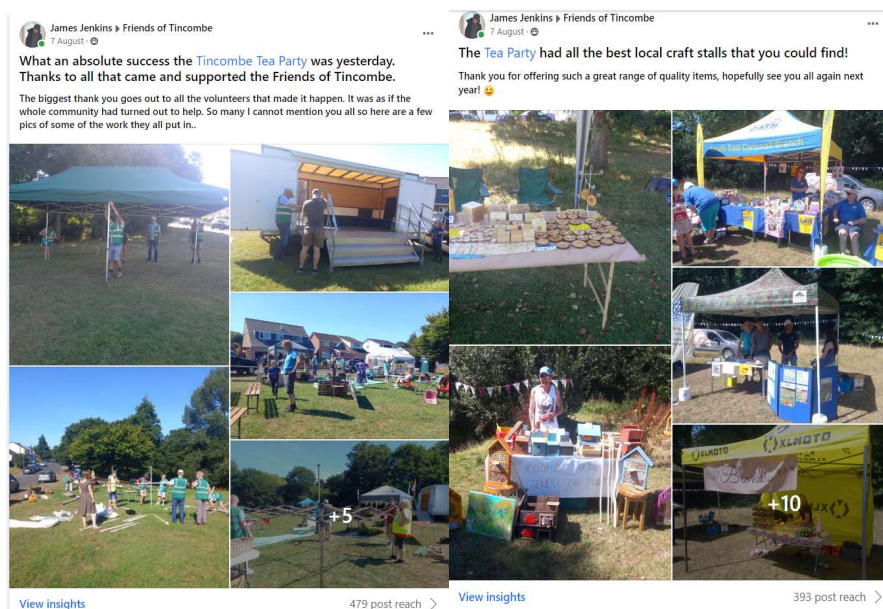
The afternoon was busy with around 1500 people passing through and at any one time there were around 250 attendees. The event hosted more than a dozen stalls, all were local businesses.

The Friends of Tincombe offered tea and cakes to visitors and also had many children's activities including bug box building and nature quests. Visitors brought picnics and smiles.

Many children also entered the pom-pom competition sponsored by the Saltash Scrapstore and judged by Deputy Mayor Peggs and Councillor Stoye, all the winners won prizes. Burraton and Brunel Schools entered with over 20 pom-pom's per school. Both schools have won a life size Bug Hotel which will be built by the Friends of Tincombe.

The money kindly granted to the Friends of Tincombe by Saltash Town Council was spent on the main attraction of the day; the entertainment. This included the hire of the Saltash Town Stage, and three local entertainment acts, Blast from the Past aka Thomas Tingcombe, the Mayflower A Cappella Chorus and the Sunset Swing Band (all give to local charities).

The local community pulled together with around 20 volunteers helping to make the afternoon go smoothly.



We like to let people know that Saltash Town Council fund and support this event. Here's a few ways we have done just that including on our website, social media and in the local newspaper.



James Jenkins

Admin

Group expert

+2

· 7 August at 15:19 · 🌐



Many Thanks to Councillor Brian Stoyel, Thomas Tingcombe and Deputy Mayor Julia Peggs for judging the entries to the bug pom-pom competition at the [Tincombe Tea Party](#) yesterday.

WE HAD 3 VERY IMAGINATIVE WINNERS WHO ALL GOT PRIZES DONATED BY SALTASH SCRAPSTORE WHERE BRIAN STOYEL IS AN ORGANISER OF.

Brunel School and Burraton School have won a full size bug hotel each, being built by the Friends of Tincombe.

Well done everyone that entered 😊



[View insights](#)

232 post reach >



James Jenkins

Admin

Group expert

+2

· 8 August at 17:20 · 🌐

...

The **Friends of Tintcombe** would like to send a big thank you to **Cornwall Council** and **Saltash Town Council** for helping to fund the **Tintcombe Tea Party**.

MANY THANKS

Below are a few photos showing the success of the afternoon 😊



[View insights](#)

502 post reach >

Tincombe Park

Saltash Community Space

[Home](#) [Maps](#) [Gallery](#) [News](#) [Friends](#) [Contact](#) [Shop](#)

Tincombe Tea Party – August 6th 2022

This was the **Friends of Tincombe's** second year hosting the Tincombe Tea Party at Tincombe Green, Saltash.

This year the Tea Party took place on the 6th August. The **Friends of Tincombe** would like to send a big thank you to **Cornwall Council** and **Saltash Town Council** for funding the Tincombe Tea Party.



What a fantastic show **Blast From The Past** put on at the **Tincombe Tea Party** as **Thomas Tingcombe (aka Adrian Chapman)**!

<https://www.facebook.com/blastfromthepastltd/>

He's a face of Saltash now!

Search Tincombe

Search...



£0.00

Visitor Map



easyfundraising
feel good shopping

Raise **FREE** funds

Tincombe Tea Party 2pm - 6pm, Saturday 6th August

Join Thomas Tingcombe and the Friends of Tincombe in the afternoon of 6th August at Tincombe Green (PL12 4PY) for a tremendous Tincombe Tea Party, celebrating community and nature.

Bring a picnic and a blanket and visit the craft stalls. Take part in the children's activities, which include a nature hunt and a bug pom-pom competition that anyone can enter. Live music from the Sunset Swing Band and the barber shop quartet 'Note-Ability' will add rhythm and rhyme to the event.

There will be a blast from the past in the guise of Thomas Tingcombe, who joins the party from the 18th century and will add merriment throughout the afternoon.

The event is free entry, thanks to generous support from Saltash Town Council, Cornwall Council, Saltash Scrapstore and members of the community, and is a great chance to bring people together while raising funds for amenities and features at Tincombe Park. Last year's inaugural tea party enabled the Friends of Tincombe to install benches, wildlife homes, notice boards and much more! So come along on 6th August, for tea, community and biodiversity.



L.W Gardening Services

Gardening including...

**Weeding - Grass Cutting
General Maintenance
Gutter Cleaning etc.**

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E: info@plymouthgardenmachinery.co.uk

W: www.plymouthgardenmachinery.co.uk

Unit 16, 62 Valley Road Plympton, Plymouth PL7 4AB

The Friends of Tincombe would like to thank Saltash Town Council for its continued support for the Tincombe Tea Party.

James Jenkins (Chair)
Friends of Tincombe

Civic Awards

RESPONSIBLE COMMITTEE: P&F

This is a policy/procedure document of Saltash Town Council to be followed by both Council Members and Employees.

Current Document Status			
Version	4/2022 DRAFT	Approved by	
Date	October 2022	Date	
Responsible Officer	AJT	Minute no.	
Next review date			

Version History			
Date	Version	Author/Editor	Notes
March 2020	1 DRAFT	JRA/AJT	New policy
September 2020	1a APPROVED	AJT	Approved policy
May 2021	2 DRAFT	AJT	Revised
May 2022	2/2022	AJT	Readopted ATM 05.05.2022 Min no 54/22/23e(ii)
June 2022	3/2022 DRAFT	AJT	Revisions proposed by Cllr P Samuels on behalf of Rotary Club of Saltash. Draft rejected P&F 09/22
October 2022	4/2022 DRAFT	AJT	Revised Awards format

Document Retention Period
Until superseded

Saltash Town Council

Civic Awards Policy

Introduction

Saltash Town Council recognises the significant contribution made by people active in different sectors of the community. An awards ceremony is held annually and nominations are invited for a number of different categories that the awards panel will consider.

The Award Categories

Contribution to the Community

This award recognises individuals or community and voluntary groups based in Saltash who have made a positive contribution to the local community. People who make an outstanding effort to bring the community together, improve the town of Saltash either environmentally or aesthetically, or those who go out of their way to help others, in their own time.

Youth Achievement

Awarded to an individual aged 18 or under who has made a significant, positive contribution to the town, demonstrating exceptional community spirit or for excellence in areas not normally recognised. This may be acts of bravery, kindness, caring for others or improving their community.

Lifetime Achievement

Recognising exceptional and continued commitment to the life of the community of Saltash over a considerable period of time. The award recognises a real commitment to others in the community, going over and above what would ordinarily be expected, through volunteering, community work, helping neighbours or carrying out exceptional deeds spanning a lifetime.

Youth Group Leader Award

Presented in recognition of inspirational and committed volunteer youth group leadership in the town.

Sporting Achievement Award

Recognising the achievement of a team or an individual, participating in, organising or contributing to local sports. The award may celebrate a sporting performance at local, national or international level or those who give their time working behind the scenes at local sports clubs or groups.

Cultural Contribution Award

Recognising significant contribution to the cultural life of the town by an individual or group of people.

Best Performance

Selected and awarded by the Mayor alone for the group that has best entertained them during their Civic Year.

Mayor's Award

A discretionary award that may be made by the Mayor to recognise exceptional achievement in any field.

Note: The awarding of each of the Civic Awards is at the discretion of the Awards Panel, therefore each of the award categories might not be allocated a winner every year, or multiple awards of the same category could be awarded.

How to make a nomination

- Nominations will only be accepted on the Civic Award Nomination Form. Completed forms must be received by 5pm on the closing date advertised. This form is available to download online or a blank form is available from The Guildhall during office hours. Please complete electronically where possible.
- Self-nomination is not permitted.
- A separate form must be completed for each nomination.
- Nominees should be active within the town boundary and the nomination be in respect of recent activity in the area they are nominated for.
- Nominations for previous award winners will not be considered for the same award for a period of four years .

The Awards Panel

The awards panel comprises six members:

- The Mayor of Saltash
- The Deputy Mayor of Saltash
- The longest serving Member of the Council
- Three Freemen of the Town¹ⁱ

Following the deadline date, the Awards Panel will meet to consider the nominations and select the award winners.

Announcement and presentation of Awards

The awards will be announced and presented at a date to be arranged. Nominees, their nominators and guests will be invited to attend the presentations.

¹ Where there are currently more than three Freemen they are asked to decide amongst themselves who will be the representatives on the Panel

Appendix 1 – Civic Awards Nomination Form

Saltash Town Council

Civic Awards Nomination Form

Category of Civic Award nominated for (please tick one only)

<input type="checkbox"/>	Contribution to the Community
<input type="checkbox"/>	Youth Achievement
<input type="checkbox"/>	Lifetime Achievement
<input type="checkbox"/>	Youth Group Leader
<input type="checkbox"/>	Sporting Achievement
<input type="checkbox"/>	Cultural Contribution

I nominate the following person/organisation for a Civic Award:

Surname	
Forename	
Title	
Name of Organisation	
Address	
Postcode	
Contact telephone number	

NOTE: If you are nominating someone under the age of 18 please confirm that their parent/guardian is aware of the nomination and have given permission for their details to be shared.

This section is for you to provide details of how the nominee has made a significant contribution to qualify for the nominated category and how their achievements make them stand out.

Please state in no more than 250 words why the nominee should win a Civic Award.

DRAFT

Details of the person making the nomination:

Surname	
Forename	
Title	
Address	
Post code	
Telephone number	
Email address	
Relationship to nominee	
<i>I confirm that to the best of my knowledge the information I have provided is accurate.</i>	
<i>Where a nominee is under the age of 18 I have informed their parent/guardian of the nomination.</i>	
Signed	
Date	

Please return this form by 5pm on the closing date advertised to:

The Town Clerk
Saltash Town Council
The Guildhall
12 Lower Fore Street
Saltash PL12 6JX

Or by email to: mayors-secretary@saltash.gov.uk

Please note:

Nominations will be acknowledged but no further correspondence will be entered into.

Saltash Town Council will disclose the names of each winner, the reason for their nomination and the award category to the press and other media.

The decision of the Awards Panel is final.

Your privacy:

Saltash Town Council collects this information for the sole purpose of evaluating the nominations for the Civic Awards.

Your data will only be shared for the purposes of administration with the Officers and Members of the Awards Panel.

Nomination forms will be retained for a period of four years.

A copy of the Privacy Notice may be viewed at the Guildhall or on the Town Council website.

For office use only:

Date received:	
Date acknowledged:	
Date to be destroyed:	

Appendix 2 – Internal Procedure

Officer supporting the Civic Awards process: Mayor's Secretary

Advertising the awards and nomination process

Two months before awards ceremony:

Media release (Appendix 3)

Promote on TC social media/website/noticeboards with weekly refresh on social media

Receiving nominations

Only nominations on official forms accepted

All nominations acknowledged in writing

The nominations are checked for eligibility

Selection process

The Mayor's Secretary sets a date for the Awards Panel to a meeting in the Guildhall and notifies members. If there are more than 3 Freemen of the Town at the time of the meeting they nominate their representatives to attend. Members of the Awards Panel may declare a personal interest if they wish to do so.

Selection packs comprise:

- Copies of nomination forms
- Score sheet

All Members of the Awards Panel have an equal vote. In the event of a tie the Mayor has a casting vote.

Following Awards Panel Meeting:

Trophies are recalled, checked and cleaned.

Certificates printed and signed by the Mayor.

Invitations sent to the nominees, the nominators and guests.

Presentation Ceremony

The awards are presented by the Mayor annually.

Administration: Trophies must be signed for by the recipient on the day

Written permission must be given by the recipients for photographs taken by and on behalf of STC to be used on the STC media sites and in media releases.

Appendix 3 – Media Release – Civic Awards

Saltash Town Council Civic Awards

Nominations are invited for the annual Civic Awards to be presented by the Mayor at <insert date/event>.

The Award Categories

Contribution to the Community

This award recognises individuals or community and voluntary groups based in Saltash who have made a positive contribution to the local community. People who make an outstanding effort to bring the community together, improve the town of Saltash either environmentally or aesthetically, or those who go out of their way to help others, in their own time.

Youth Achievement

Awarded to an individual aged 18 or under who has made a significant, positive contribution to the town, demonstrating exceptional community spirit or for excellence in areas not normally recognised. This may be acts of bravery, kindness, caring for others or improving their community.

Lifetime Achievement

Recognising exceptional and continued commitment to the life of the community of Saltash over a considerable period of time. The award recognises a real commitment to others in the community, going over and above what would ordinarily be expected, through volunteering, community work, helping neighbours or carrying out exceptional deeds spanning a lifetime.

Youth Group Leader Award

Presented in recognition of inspirational and committed volunteer youth group leadership in the town.

Sporting Achievement

Recognising the achievement of a team or an individual, participating in, organising or contributing to local sports. The award may celebrate a sporting performance at local, national or international level or those who give their time working behind the scenes at local sports clubs or groups.

Cultural Contribution

Recognising significant contribution to the cultural life of the town by an individual

Note: The awarding of each of the Civic Awards is at the discretion of the Awards Panel, therefore each of the award categories might not be allocated a winner every year, or multiple awards of the same category could be awarded.

Nominations must be made using the official nomination form available from the STC website or from The Guildhall and received by 5pm on <insert date>.

Nominations should be sent to:

The Town Clerk, Saltash Town Council, The Guildhall, 12 Lower Fore Street, Saltash, PL12 6JX

or

by e-mail to mayors-secretary@saltash.gov.uk

Policy Group: General

STC Seals & Logo

RESPONSIBLE COMMITTEE: P&F

This is a policy/procedure document of Saltash Town Council to be followed by both Council Members and Employees.

Current Document Status			
Version	2/2022 DRAFT	Approved by	
Date	October 2022	Date	
Responsible Officer	AJT	Minute no.	
Next review date	Annual or as required		

Version History			
Date	Version	Author/Editor	Notes
March 2011	1	AK	New – Min. 291/10/11 Approved FTC 03.02.2018
May 2021	1/2021	AJT	Reapproved – new council
May 2022	1/2022	AJT	Reapproved ATM 050522 Min 54/22/23b(xxii)
<u>October 2022</u>	<u>2/2022 DRAFT</u>	<u>AJT</u>	<u>Revised delegated authority</u>

Document Retention Period
Until superseded

Saltash Town Council Policy on use of STC Seals & Modern Logo

All applications to use the Town Seals or Modern Logo should be submitted in writing to the Town Clerk.

This policy provides guidance on when permission will or will not be given for use of the Town Seals or Modern Logo by external organisations.

Background

The need to protect the integrity of the Town Seals requires any organisation wishing to use the seals or Modern Logo to seek permission before using them. The copyright remains with the Town Council at all times.

The Town Seals

The Town Seals represent the history and dignity of the town and need to be preserved and respected as such, with their use limited to situations that will not devalue them.

The Modern Logo

The Modern Logo represents the modern face and image of Saltash: it can be used more widely, but must still only be used in situations that could not bring the town into disrepute or associate it with inappropriate commercial ventures.

Permission to use the Town Seals or Modern Logo

The Town Clerk, or in their absence the Assistant Town Clerk, has delegated authority to make decisions on requests to use the Town Seals or Modern Logo. Decisions made under delegated authority will be reported to the next meeting of the Town Council.

Protocol

1. Except in exceptional circumstances, permission to use either the Town Seals or Modern Logo will not be permitted in a context where it might be seen to be supporting a commercial venture.
2. Approval to use the Town Seals will normally only be granted:
 - a. For use within Saltash;
 - b. For Town Council projects or requests that have a strong direct link to the Town Council– i.e. through funding or ongoing association;
 - c. Are in a permanent stationary place (e.g. not on vehicles, memorabilia, flyers etc.) or, on official Town Council publications;
 - d. Are of a suitably dignified nature;
 - e. Not unacceptable under point 1 above.

Deleted: Context¶

STC receives a number of requests for use of the STC Seals and Logo, many of which are similar to previous requests. Due to the proper desire to protect the use of the seals and logo, these are all referred to P&F and/or Full Council – a time consuming process. A clear policy of when permission will be given for the use of the logo, without reference to Full Council and exercised via delegated authority to the Town Clerk, would allow for continued protection of the seals whilst saving council meeting time to concentrate on other priorities. A written policy of when permission generally will and will not be given for the use of the seals will also aid the council in maintaining consistency.¶

Deleted: <#>The Town Seals represent the history and dignity of the town and need to be preserved and respected as such, with their use limited to situations that will not devalue them.¶

<#>¶
<#>The Modern Logo represents the modern face and image of Saltash: it can be used more widely, but must still only be used in situations that could not bring the town into disrepute or associate it with inappropriate commercial ventures.¶

<#>¶
<#>Requests to use the Town Seals must be approved by Full Council, with recommendation through P&F where time allows.¶

<#>¶
<#>Requests to use the modern logo will be delegated to the Town Clerk to either:¶
<#>approve or decline with reference to 7 below;¶
<#>refer to Full Council, via P&F where not urgent. ¶
<#>¶

Deleted: <#>, and only then by approval of Full Council,

Deleted: <#> or Seals

Deleted: The Council will generally only be minded to approve the use of the Seals for instances that are

Deleted: Within

Deleted: Are for

3. The use of the Modern Logo should be approved only for instances that:
- a. Are for Town Council projects or have a direct relevant link to the Town Council – i.e. through funding or ongoing association;
 - b. Will not bring the Town or Town Council into disrepute;
 - c. Not unacceptable under point 1 above.

Deleted: without reference to Full Council

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ANNUAL REPORT OF STYC 2022

Saltash Town Youth Council have met regularly over the past year – and we are now pretty much ‘back to normal’. We have continued to offer support to our youth organisations by way of Grants and send regular emails keeping everyone up to date with all the help that is available including outside funding, training courses etc.

Some of the Youth Organisations continue to struggle especially with the lack of adult volunteer leaders. These include Brownies and Scouts and St John Ambulance Cadets and Badgers. Without willing leaders these organisations simply cannot function.

STYC supported our members at the Mayfair by sponsoring the Youth Village in Victoria Gardens. This venue proved popular and whilst not all organisations were in attendance due to lack of volunteers, we hope to be invited back by the May Fair committee and build on this for next year.

STYC have, since January 2022 awarded grants to Waterside Explorer Scouts, (first aid training), The Core (for summer holiday activities), Saltash United Youth Football Club (Tournament), Saltash Baptist Church Youth Club (marquee for camps), Town Junior band (new learner music books), Livewire (sound engineer training), Girl guiding (contribution towards their camping trip). We have also bought resuscitation training equipment for use by all STYC members to help teach young people vital life saving techniques.

We have also started a crisis fund that our member organisations can apply to. This was set up to ensure that young people/families who are experiencing financial difficulties can still access their clubs. STYC pay the subs direct to the club to a max of £100 per organisation. This ensures children don't miss out and ensures the organisations can still cover their costs. With the current financial crisis we feel that this, especially over the coming months will prove to be a very valuable lifeline to some young people and families.

We would also like to encourage any youth organisations in the town who are not affiliated to the Youth Council to join us and benefit from the grants and information/connections we have.

Also attached is a list of 60+ Youth clubs/organisations/facilities we have in the town – these include our current members, not for profit, charities, National youth groups and private businesses. This is just a simple list for anyone who wants to know what is available to young people in the area – all clubs and up to date information can be found using a simple internet search of google/facebook which will bring up the suitable ages/venues/days/contact details etc. Not all clubs have a specific youth section but will welcome young people with a parent/carer. Please feel free to add this list to your website and let us know of any clubs that you feel should be added. Saltash young people, unlike many towns in Cornwall have access to a wide ranging and thriving youth organisation network. We as a committee recognise how vital it is to support these clubs and thus the mental health and well being of young people. We will, with your help continue to support them in any and every way that we can.

We would like to take this opportunity to thank Saltash Town Council for their continued support which will undoubtedly prove vital to sustain us through the next difficult year.

SALTASH TOWN YOUTH COUNCIL

Saltash Town Council

STYC Invoice 001/2022

DATE	DESCRIPTION	AMOUNT
22/10/2022	Award of Precept Funding to be distributed to Saltash and district Youth Groups and young individuals in accordance with the Constitution, Rules and aims of the Saltash Town Youth Council.	£4000.00
	SUBTOTAL	£4000.00
	TAX	£ NIL
	TOTAL	4000.00

BACS Payments to:
Saltash Town Youth Council
Barclays Bank
20-50-40
Acc 80295345

SALTASH TOWN YOUTH COUNCIL

Saltash and District Group /organisations – ages/contact details
can all be found through facebook or internet searches

****SCOUTS AND BROWNIES**

2ND SALTASH BEAVERS

2ND SALTASH CUBS

2ND SALTASH EXPLORER SCOUTS

RAINBOWS

BROWNIES

GUIDES

RANGERS

WATERSIDE SCOUTS AND D OF E

YOUTH CLUBS

****THE CORE**

****JUNKYARD SKATE PARK**

****LIVEWIRE YOUTH MUSIC PROJECT**

****WESLEY SHELL CLUB/YOUTH CLUB**

Fusion Youth Club – Baptist Church

****JUST BE YOU LGBTQ+ SUPPORT GRP @THE CORE**

SPORTS CLUBS

****SALTASH YOUTH RUGBY**

****SALTASH UNITED JUNIORS FOOTBALL CLUB**

Saltash Youth FC

Ladies/girls football @saltmill

Caradon Gig Club juniors

Tamar Canoe association

Zero Gravity Gymnastics and soft play

Zero Gravity Parent and toddler

Zero Gravity Trampolining

Zero Gravity parkour

Zero Gravity Teen Club

Ballare School of performing arts – acro classes

****SAILING CLUB CADETS**

6 aside football saltmill

****CARADON SWIMMING**

Ju jutso

Saltash Karate Club

Doryoku Ryu Karate Jutso

Tennis Club

****AMATUER BOXING**

St Stephens Cricket Club

Saltash Cricket with Callington

Indoor Climbing club - @the Core

Saltash Bowls Club

Ladies football – Saltmill

THEATRE/DRAMA/DANCE/MUSIC

Ballare School of performing arts

****ESSA DRAMA CLUB**

****PAGE 2 STAGE**

****SALTASH TOWN BAND YOUTH SECTION**

Geraldine Lamb Dance Ballet/tap
Geraldine Lamb musical Theatre
Geraldine Lamb Acrobatics
Geraldine Lamb speech and drama

ARTS AND CRAFTS/BOOKS

Craft Club @The Core

UNIFORMED ORGANISATIONS

Saltash Air Cadets
Saltash Army Cadets

****SALTASH MARITIME CADETS**

****SALTASH FIRE CADETS**

****ST JOHNS AMBULANCE BADGES**

****ST JOHN AMBULANCE CADETS**

NO SPECIFIC YOUTH SECTION BUT FAMILIES AND CHILDREN WELCOME WITH SUPERVISING ADULT

Saltash Library
Saltash Environmental Action group
Saltash Scrapstore Sewing and Crafts
Model club
Saltash Lions
Essa Cycling

NOT IN SALTASH BUT CLOSE

Sea Cadets – Plymouth and Torpoint
Liskeard Netball Club
Great Trethew Pony Club – nr Liskeard
Caradon Hockey Club
Table Tennis - Plymouth
Volunteer Police Cadets - Plymouth
Young Farmers - Landrake
Plymouth Fencing Club
Plymouth Archery club
Everyone active dive training - Plymouth
Liskeard Inclusive Badminton
Liskeard and Looe Hash Runners
Lidstone Library online book club
Surf Club - Tregonhawke beach

NO club but facilities

Adreneline Quarry karting – Menheniot
China Fleet Golf Driving Range – saltash

Those highlighted in Yellow and/ or**are members of the Saltash Town Youth Council and have access to grants for projects and support for young people – check out our facebook page for more information about joining us.

SALTASH TOWN YOUTH COUNCIL as at 20/10/2022

RECEIPTS

saltash Baptist Membership fee £5.00

TOTAL RECEIPTS	£5.00
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PAYMENTS

B Veal (AVA)	INDIVID Grant	£150.00
Waterside Explorer Scouts	Grant 2022	£500.00
The Core	Grant 2022	£500.00
Saltash United Football Club	Grant 2022	£500.00
MAYFair 2022	MAYFAIR 2022	£392.12
Saltash Town Band	Grant 2022	£500.00
Saltash Baptist	Grant 2022	£500.00
Livewire	Grant 2022	£500.00
Venue hire		£60.00
Saltash Girlguiding	Grant 2022	£500.00
Equipment (first aid for training)	Equipment	£500.00
saltash Scouts	Crisis funding 2022	£100.00

TOTAL PAYMENTS	£4,702.12
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OPENING BAL 1/1/2022	£7,414.91
PLUS RECEIPTS TO DATE	£5.00
LESS PAYMENTS TO DATE	£4,702.12

BAL OF BANK STATEMENT 22/8/22	£3,817.79
CASH IN HAND	£0.00
PLUS CREDITS NOT PAID IN	£0.00
LESS CHEQUES NOT CASHED*	£1,100.00

£2,717.79

£2,717.79

	A	B	C	D	E	F	G	H	I
1	SALTASH TOWN YOUTH COUNCIL 1/1/2021 - 31/12/2021								
2									
3	RECEIPTS								
4	Saltash Town Council Grant		£4,000.00						
5									
6									
7									
8									
9	TOTAL RECEIPTS		£4,000.00						
10	PAYMENTS								
11	Saltash Rugby Youth	Grant 2021	£500.00						
12	Saltash United Football Club	Grant 2021	£500.00						
13	Saltash Amateur Boxing Club	Grant 2021	£500.00						
14	The Core	Grant 2021	£500.00						
15	Fire cadets	Grant 2021	£500.00						
16	Maritime Cadets	Grant 2021	£500.00						
17	Town Band	Grant 2021	£500.00						
18	Saltash United Football	Crisis 2021	£100.00						
19	Defibrillator donation	Donation	£350.00						
20	2nd saltash scouts	Grant 2021	£500.00						
21	Rugby Club	Crisis 2021	£42.00						
22	Livewire	Grant 2021	£500.00						
23	TOTAL PAYMENTS		£4,992.00						
24									
25	OPENING BAL 1/1/2021		£8,406.91		BAL OF BANK STATEMENT 31/12/2021				£7,956.91
26	PLUS RECEIPTS TO DATE		£4,000.00		CASH IN HAND				£0.00
27	LESS PAYMENTS TO DATE		£4,992.00		PLUS CREDITS NOT PAID IN				£0.00
28					LESS CHEQUES NOT CASHED*				£542.00
29									
30	COMMITTED TO YOUTH committee		£877.69		RING FENCED FOR YOUTH COMMITTEE				£877.69
31									
32			£6,537.22						£6,537.22

	A	B	C	D	E	F	G	H	I
1	DATE	CHQ NO	DEBIT	STAT	PAYEE	TYPE	CREDIT		
2	01/01/17				OPENING BALANCE			£4,166.45	
3	07/03/17	100310	£150.00	y	M GLADSTONE	GRANT 2017		£4,016.45	
4	10/03/17	100312		n	CANCELLED	T WILLIAMS		£4,016.45	
5	13/03/17			y	GIRL GUIDES	SUBS 2017	£5.00	£4,021.45	
6	13/03/17			y	ESSA DRAMA	SUBS 2017	£5.00	£4,026.45	
7	13/03/17			y	SALTASH ROTARY	SUBS 2017	£5.00	£4,031.45	
8	13/03/17			y	SALTASH TOWN BAND	SUBS 2017	£5.00	£4,036.45	
9	13/03/17			y	LIVEWIRE	SUBS 2017	£5.00	£4,041.45	
10	13/03/17			y	SALTASH LIONS	SUBS 2017	£5.00	£4,046.45	
11	13/03/17			y	SALTASH UNITED JUNIORS	SUBS 2017	£5.00	£4,051.45	
12	13/03/17			y	2ND SALTASH SCOUTS	SUBS 2017	£5.00	£4,056.45	
13	13/03/17			y	WATERSIDE EXPLORER	SUBS 2017	£5.00	£4,061.45	
14	13/03/17			y	SUE HOOPER CF	SUBS 2017	£5.00	£4,066.45	
15	13/03/17			y	SALTASH RFC JUNIORS	SUBS 2017	£5.00	£4,071.45	
16	13/03/17			y	YOUNGSTAGERS	SUBS 2017	£5.00	£4,076.45	
17	13/03/17			y	DUKE OF EDINBURGH	SUBS 2017	£5.00	£4,081.45	
18	14/03/17	100311	£250.00	y	SALTASH.NET	GRANT 2017		£3,831.45	
19	09/05/17	100313	£250.00	y	SALTASH RFC JUNIORS	GRANT 2017		£3,581.45	
20	15/06/17			y	PAGE 2 STAGE	SUBS 2017	£5.00	£3,586.45	
21	15/06/17			y	JUNK YARD SKATE PARK	SUBS 2017	£5.00	£3,591.45	
22	15/06/17			y	THE CORE	SUBS 2017	£5.00	£3,596.45	BAL
23	13/07/17	100314	£250.00	Y	PAGE 2 STAGE	GRANT 2017		£3,346.45	
24	07/09/17			Y	SALTASH MARITIME CADETS	SUBS 2017	£5.00	£3,351.45	
25	07/09/17			Y	CARADON SWIMMING CLUB	SUBS 2017	£5.00	£3,356.45	
26	12/09/17			Y	ST JOHN AMBULANCE	SUBS 2017	£5.00	£3,361.45	
27	12/09/17	100315	£250.00	Y	JUNK YARD SKATE PARK	GRANT 2017		£3,111.45	
28	12/09/17	100316	£250.00	Y	SALTASH UNITED JUNIORS FB	GRANT 2017		£2,861.45	
29	12/09/17	100317	£250.00	Y	SALTASH MARITIME CADETS	GRANT 2017		£2,611.45	
30	12/09/17	100318	£250.00	Y	LIVEWIRE	GRANT 2017		£2,361.45	BaL
31	25/09/17	100319	£500.00	Y	MISSION YOUTH	GRANT 2017		£1,861.45	
32	18/10/17	100320	£19.46	y	STATIONERY	YOUTH PANEL		£1,841.99	
33	18/10/17	100321	£23.40	y	REFRESHMENTS	YOUTH PANEL		£1,818.59	
34	18/10/17			Y	V YANDELL	AWARDS 2017	£100.00	£1,918.59	
35	30/10/17			y	SALTASH WESLEY	SUBS 2017	£5.00	£1,923.59	
36	30/10/17			y	YOUR WAY	SUBS 2017	£5.00	£1,928.59	
37	07/11/17			y	SALTASH FIRE CADETS	SUBS 2017	£5.00	£1,933.59	
38	07/11/17			y	SALTASH.NET	AWARDS 2017	£50.00	£1,983.59	
39	08/11/17			y	CATS	SUBS 2017	£5.00	£1,988.59	
40	13/11/17			Y	SUE HOOPER CF	AWARDS 2017	£100.00	£2,088.59	
41				Y	SHELIA LENNOX BOYD	AWARDS 2017	£200.00	£2,288.59	
42				y	YOURWAY	AWARDS 2017	£100.00	£2,388.59	
43				y	SALTASH TOWN COUNCIL	ANNUAL GRANT	£3,000.00	£5,388.59	
44	04/12/17	100322	£165.60	Y	S CARTER ABLE PRINT	AWARDS 2017		£5,222.99	
45	04/12/17	100323	£20.00	Y	LIVEWIRE	AWARDS 2017		£5,202.99	
46	04/12/17	100324	£20.00	y	PAGE 2 STAGE	AWARDS 2017		£5,182.99	
47	11/12/17	100325	£10.00	Y	S CARTER ENGRAVING	AWARDS 2017		£5,172.99	
48	14/12/17	100326	£313.47	Y	S TAMBLING DECS/CERTS	AWARDS 2017		£4,859.52	
49	12/11/17			y	CATS	AWARDS 2017	£50.00	£4,909.52	
50									
51	01/01/18			Y	SALTASH WESLEY	SUBS 2018	£5.00	£4,914.52	
52	26/01/18			Y	SALTASH TOWN BAND JUNIORS	SUBS 2018	£5.00	£4,919.52	
53	31/01/18			Y	SCOUTS	SUBS 2018	£5.00	£4,924.52	
54				Y	GUIDES	SUBS 2018	£5.00	£4,929.52	
55				Y	SHCF	SUBS 2018	£5.00	£4,934.52	
56				Y	SALTASH UNITED JUNIORS	SUBS 2018	£5.00	£4,939.52	
57				Y	LIVEWIRE	SUBS 2018	£5.00	£4,944.52	
58				Y	ST JOHN AMBULANCE	SUBS 2018	£5.00	£4,949.52	
59				Y	JUNKYARD	SUBS 2018	£5.00	£4,954.52	
60				Y	FIRE CADETS	SUBS 2018	£5.00	£4,959.52	
61				Y	RUGBY CLUB	SUBS 2018	£5.00	£4,964.52	
62	31/01/18	100327	£250.00	Y	WATERSIDE EXPLORER SCOUTS	GRANT 2018		£4,714.52	
63	31/01/18	100328	£250.00	Y	SALTASH GUIDES/RANGERS	GRANT 2018		£4,464.52	
64	01/03/18			y	CARADON SWIMMING CLUB	SUBS 2018	£5.00	£4,469.52	
65	23/02/18			y	WATERSIDE EXPLORER SCOUTS	SUBS 2018	£5.00	£4,474.52	
66	29/01/18			Y	MONIES FROM CC COUNCILLORS	AWARDS 2017	£285.53	£4,760.05	BAL
67	01/03/18			y	ESSA DRAMA	SUBS 2018	£5.00	£4,765.05	
68	21/03/18			y	SALTASH D OF E	SUBS 2018	£5.00	£4,770.05	
69	28/02/18			y	THE CORE	SUBS 2018	£5.00	£4,775.05	
70	15/04/18	100329	£400.00	y	SALTASH SOCIAL CLUB FOOD	AWARDS 2017		£4,375.05	
71	16/04/18			y	SAILING CADETS	SUBS 2018	£5.00	£4,380.05	
72	18/04/18			y	LIONS	SUBS 2018	£5.00	£4,385.05	
73	17/04/18	100330	£250.00	y	SALTASH RUGBY CLUB YOUTH	GRANT 2018		£4,135.05	
74	17/04/18	100331	£250.00	y	SALTASH TOWN BAND JUNIORS	GRANT 2018		£3,885.05	
75	17/04/18	100332		y	CANCELLED			£3,885.05	
76	17/04/18	100333	£35.00	y	ABLE PRINT	AWARDS 2018		£3,850.05	
77	07/05/18	100334	£10.00	y	K COLEMAN (REFRESHMENTS)	YOUTH PANEL		£3,840.05	
78	05/06/18			y	SALTASH.NET SPONSOR	AWARDS 2018	£50.00	£3,890.05	bal
79	25/06/18	100339	£23.00	y	K COLEMAN (REFRESHMENTS)	YOUTH PANEL		£3,867.05	
80	25/06/18	100338	£88.80	y	ABLE PRINT NOMINATION FORMS	AWARDS 2018		£3,778.25	
81	19/06/18	100335	£250.00	y	SALTASH SAILING CLUB	GRANT 2018		£3,528.25	
82	19/06/18	100336	£250.00	y	THE CORE	GRANT 2018		£3,278.25	
83	19/06/18	100337	£150.00	y	NICOLA EATON	GRANT 2018		£3,128.25	
84	28/06/18			y	BRUNEL SCHOOL BFA	SUBS 2018	£5.00	£3,133.25	
85	11/07/18	100341	£177.17	y	S CARTER TOWERGATE INS	INSURANCE		£2,956.08	
86	05/07/18			y	GLORIA CHALLEN (SPONSOR)	AWARDS 2018	£50.00	£3,006.08	
87	05/07/18			y	RAILWAY INN (SPONSOR)	AWARDS 2018	£50.00	£3,056.08	

	A	B	C	D	E	F	G	H	I
88	05/07/18	100340	£7.00	y	S HOOPER (ENGRAVING)	AWARDS 2018		£3,049.08	BAL
89	13/07/18			y	SALTASH AM BOXING CLUB	SUBS 2018	£5.00	£3,054.08	
90	24/07/18			y	PENGELLY FUNERAL SERV	GENERAL SPONSOR	£50.00	£3,104.08	
91	24/07/18			y	RAFFLE SALES	GENERAL SPONSOR	£200.00	£3,304.08	
92	24/07/18			y	HOWDENS	GENERAL SPONSOR	£100.00	£3,404.08	
93	24/07/18			y	stc		£3,000.00	£6,404.08	
94	12/07/18	342	£12.00	y	INSURANCE (TOP UP)	INSURANCE		£6,392.08	
95	12/07/18			y	subs	GENERAL SPONSOR	£5.00	£6,397.08	bal
96	04/09/18	100343	£250.00	Y	2ND SALTASH SCOUTS	GRANT 2018		£6,147.08	
97	17/09/18	100345	£360.00	y	SCARTER Print Minor (banners & flye	MISSION YOUTH 18		£5,787.08	
98	17/09/18	100362	£144.00	y	ALMEGA(BANDS)	MISSION YOUTH 18		£5,643.08	
99	17/09/18	100363	£194.74	y	ALMEGA (TROPHIES)	MISSION YOUTH 18		£5,448.34	
100	19/09/18			Y	CC COMMUNITY CHEST	AWARDS 2018	£200.00	£5,648.34	
101	19/09/18			Y	SALTASH LIONS	AWARDS 2018	£100.00	£5,748.34	
102	19/09/2018			Y	PAGE 2 STAGE	SUBS 2018	£5.00	£5,753.34	
103	19/09/18			Y	YOURWAY	SUBS 2018	£5.00	£5,758.34	
104	17/09/18	100364	£385.00	y	P BLUNT B CASTLES	MISSION YOUTH 18		£5,373.34	
105	19/09/18	100365	£200.00	y	GWT (VENUE AND ELECTRIC)	MISSION YOUTH 18		£5,173.34	
106	19/09/18	100366	£120.00	y	CORNERSTONE ADVERT	MISSION YOUTH 18		£5,053.34	
107	25/09/18			y	CC COMMUNITY CHEST	MISSION YOUTH 18	£964.58	£6,017.92	
108	26/09/18	100368	£67.75	y	ALMEGA (TROPHIES/BANDS VAT)	MISSION YOUTH 18		£5,950.17	
109	27/09/18	100344	£35.88	y	S CARTER CERT FRAMES X 36	AWARDS 2018		£5,914.29	
110	27/09/18	100361		c	CANCELLED			£5,914.29	
111	28/09/18	100367	£250.00	y	SALTASH FIRE CADETS	GRANT 2018		£5,664.29	
112	17/09/18			Y	CBL	GENERAL SPONSOR	£100.00	£5,764.29	
113	17/09/18			Y	SLUSH PUPPY	GENERAL SPONSOR	£55.00	£5,819.29	
114	17/09/18			Y	FACE PAINTER	GENERAL SPONSOR	£5.00	£5,824.29	
115	06/09/18			Y	RAFFLE SALES	GENERAL SPONSOR	£100.00	£5,924.29	
116	02/10/18			y	CO OP	GENERAL SPONSOR	£84.00	£6,008.29	
117	02/10/18			y	SHCF	AWARDS 2018	£100.00	£6,108.29	
118	04/10/18	100346	£79.00	y	ABLE PRINT INVITES STICKERS	AWARDS 2018		£6,029.29	
119	31/10/18			y	SHELIA LENNOX BOYD	AWARDS 2018	£200.00	£6,229.29	bal
120	02/11/18	100347	£26.91	y	S CARTER FRAMES	AWARDS 2018		£6,202.38	
121	02/11/18	100348	£32.54	y	S CARTER STATIONERY	AWARDS 2018		£6,169.84	
122	02/11/18	100349	£40.93	y	S CARTER DECORATIONS	AWARDS 2018		£6,128.91	
123	02/11/18	100350	£70.00	y	TRULU SCRUMPTIOUS	AWARDS 2018		£6,058.91	
124	08/11/18	100352	£5.00	y	S CARTER ENGRAVING	AWARDS 2018		£6,053.91	
125	08/11/18			y	LIONS QUIZ	GENERAL SPONSOR	£139.00	£6,192.91	
126	08/11/18			y	YOUTH COMMITTEE MISION YOUTH	YOUTH COMMITTEE	£63.90	£6,256.81	
127	05/11/18	100351	£17.50	y	L MADDOCK BOXES	AWARDS 2018		£6,239.31	bal
128	12/11/18	100353	£25.00	y	LIVEWIRE ENTERTAINMENT	AWARDS 2018		£6,214.31	
129	12/11/18	100357	£25.00	y	ESSA DRAMA ENTERTAINMENT	AWARDS 2018		£6,189.31	
130	12/11/18			y	LIONS QUIZ EXTRA MONEY	GENERAL SPONSOR	£10.00	£6,199.31	
131	21/11/18	100355		c	CANCELLED			£6,199.31	
132	21/11/18	100356	£300.00	y	SALTASH SOCIAL CLUB FOOD	AWARDS 2018		£5,899.31	
133	21/11/19	100354		c	CANCELLED			£5,899.31	
134	12/12/19	100358	£10.00		LAUREN never cashed so donated bac	YOUTH COMMITTEE		£5,889.31	
135	12/112	100359	£17.55	y	K COLEMAN (REFRESHMENTS)	YOUTH COMMITTEE		£5,871.76	
136								£5,871.76	
137	16/01/19			y	CATS DONATION	DONATION	£400.00	£6,271.76	
138	16/01/19			y	AFFILIATION FEES	SUBS 2019	£45.00	£6,316.76	
139	01/02/19			y	SALTASH FIRE CADETS	SUBS 2019	£5.00	£6,321.76	
140	04/02/19			y	SALTASH GIRL GUIDING	SUBS 2019	£5.00	£6,326.76	
141	05/02/19			y	SALTASH AM BOXING CLUB	SUBS 2019	£5.00	£6,331.76	
142	11/02/19			y	SALTASH JUNIOR FOOTBALL	SUBS 2019	£5.00	£6,336.76	
143	15/04/19			y	THE CORE	SUBS 2019	£5.00	£6,341.76	
144	02/04/19	100369	£250.00	Y	THE CORE	GRANT 2019		£6,091.76	
145	02/04/19	100370	£250.00	y	SALTASH RUGBY CLUB YOUTH	GRANT 2019		£5,841.76	
146	02/04/19	100371	£150.00	Y	HAZEL LIGHTLEY	GRANT 2019		£5,691.76	
147	02/04/19	100360	£250.00	Y	SALTASH JUNIOR FOOTBALL	GRANT 2019		£5,441.76	bal
148	10/05/19			y	JUNKYARD	SUBS 2019	£5.00	£5,446.76	
149	10/05/19			y	LIVEWIRE	SUBS 2019	£5.00	£5,451.76	
150	10/05/19			y	MARITIME CADETS	SUBS 2019	£5.00	£5,456.76	
151	17/06/19			y	PENGELLY FUNERAL SERV	DONATION	£50.00	£5,506.76	
152	25/06/19	100373	£159.27	y	ANSVAR INSURANCE	INSURANCE		£5,347.49	
153	25/06/19	100374	£250.00	y	AMATUER BOXING	GRANT 2019		£5,097.49	
154	25/06/19	100375	£250.00	y	GIRL GUIDING	GRANT 2019		£4,847.49	
155	25/06/19	100376	£250.00	y	LIVEWIRE	GRANT 2019		£4,597.49	
156	25/06/19	100377	£150.00	y	JAMES RANDALL	GRANT 2019		£4,447.49	
157	01/07/19	100372	£78.00	y	SW RESPONSE LTD	MISSION YOUTH 19		£4,369.49	
158	02/07/19	100378	£90.00	y	Anble print banner	MISSION YOUTH 19		£4,279.49	
159	02/07/19	100379	£75.00	y	SALTASH SOCIAL CLUB FOOD	AWARDS 19		£4,204.49	
160	14/07/19	100380	£55.00	y	towergate insurance	INSURANCE		£4,149.49	
161	14/07/19	100381	£36.18	y	hi vis jackets	MISC		£4,113.31	
162	25/07/19	100382	£25.00		THE CORE (never cashed so donated	MISSION YOUTH 19		£4,088.31	bal
163	22/08/19			Y	REFUND SW RESPONSE	MISSION YOUTH 19	£63.00	£4,151.31	
164	05/08/19			Y	howdens sponsorship	DONATION	£100.00	£4,251.31	BAL
165				Y	LEARNING PARTNERSHIP	GRANT FOR YOUTH	£500.00	£4,751.31	
166								£4,751.31	
167								£4,751.31	
168	25/09/19				SALTASH TOWN BAND JUNIORS	SUBS 2019	£5.00	£4,756.31	
169	24/09/19	100383	£250.00	y	JUNKYARD	GRANT 2019		£4,506.31	
170		100384	£250.00	Y	FIRE CADETS	GRANT 2019		£4,256.31	
171		100385	£250.00	Y	SALTASH TOWN BAND JUNIORS	GRANT 2019		£4,006.31	
172		100386	£150.00	Y	E SMITH	GRANT 2019		£3,856.31	
173	18/10/19	100387	£10.00	y	D BERREY CHRISTMAS TREE	MISC		£3,846.31	
174	31/10/19	100388	£82.80	y	PRINT MINOR	YOUTH COMMITTEE		£3,763.51	
175	01/10/19			y	CARADON SWIMMING CLUB	SUBS 2019	£5.00	£3,768.51	BAL

	A	B	C	D	E	F	G	H	I
176	12/11/19			y	Lions quiz		£65.00	£3,833.51	
177	22/11/19			y	saltash town council grant	grant	£3,000.00	£6,833.51	Bal
178			£877.69			YOUTH COMMITTEE		£5,955.82	
179							£877.69	£6,833.51	
180	17/01/20			y	subs	SUBS 2020	£70.00	£6,903.51	
181	16/01/20			y	Sailing cadets	SUBS 2020	£5.00	£6,908.51	
182	30/01/20	100389	£39.92	y	B&M (SRC) frames	Awards 2020		£6,868.59	
183	18/02/20			y	WATERSIDE EXPLORER SCOUTS	SUBS 2020	£5.00	£6,873.59	bal
184	18/02/20	100390	£130.00	y	Able Print	Awards 2020		£6,743.59	
185	04/03/20	100391	£8.78	y	B&M (SRC) frames	Awards 2020		£6,734.81	bal
186	11/03/20	100392	£250.00	y	SALTASH AM BOXING CLUB	Grant 2020		£6,484.81	
187	11/03/20	100393	£250.00	y	saltash rugby youth	Grant 2020		£6,234.81	
188	15/04/20	100394	£102.90	y	Almega Trophy	Awards 2020		£6,131.91	
189	22/03/20	100395	£10.00	y	Saltash Trophies (S CARTER)	Awards 2020		£6,121.91	bal
190	19/06/20			y	donation Lauren	Donation	£10.00	£6,131.91	
191	19/06/20			y	donation The Core	Donation	£25.00	£6,156.91	bal
192	01/10/20	100398	£250.00	y	saltash 2nd scouts	Grant 2020		£5,906.91	
193	12/10/20	100397	£250.00	y	saltash united juniors	Grant 2020		£5,656.91	
194	19/10/20	100396	£250.00	y	saltash sailing cadets	Grant 2020		£5,406.91	
195	23/12/21				grant from stc	STC Grant 2020	£3,000.00	£8,406.91	
196								£8,406.91	
197	01/01/21				balance			£8,406.91	
198			£877.69		youth panel monies			£7,529.22	
199	13/05/21	100399	£500.00	y	Saltash Rugby Club	Grant 2021		£7,029.22	
200	13/05/21	100400	£500.00	y	saltash United Football Club	Grant 2021		£6,529.22	bal
201	03/06/21	100401	£500.00	y	saltash amatuer boxing club	Grant 2021		£6,029.22	
202	23/06/21	100402	£500.00	y	the Core	Grant 2021		£5,529.22	bal
203	19/08/21	100403	£500.00	y	Saltash Fire Cadets	Grant 2021		£5,029.22	bal
204	02/10/21	100404	£500.00	y	Saltash Town Band	Grant 2021		£4,529.22	
205	02/10/21	100405	£500.00	y	Saltash Maritime Cadets	Grant 2021		£4,029.22	bal
206	01/11/21	100406	£100.00	y	saltash United Juniors	CRISIS 2021		£3,929.22	
207	13/12/21	100407	£500.00	y	Livewire	Grant 2021		£3,429.22	
208	29/11/21	100408	£350.00	y	Donation defibrillator	Donation		£3,079.22	
209	29/11/21			y	STC GRANT		£4,000.00	£7,079.22	bal
210	10/12/21	100409	£500.00		2ND SALTASH SCOUTS			£6,579.22	
211	20/12/21	100410	£42.00		Rugby club crisis	CRISIS 2021		£6,537.22	
212								£6,537.22	
213	01/01/22				balance			£6,537.22	

	A	B	C	D	E	F	G	H	I
1	DATE	CHQ NO	DEBIT	ST PAYEE	TYPE	CREDIT	CR BALANCE		
2	YOUTH PANEL INCOME AND EXPENDITURE								
3	25/09/17								£500.00
4	18/10/17	100320	£19.46	c Smith	stationery				£480.54
5	18/10/17	100321	£23.40	S carter	refreshments				£457.14
6	07/05/18	100334	£10.00	K COLEMAN	refreshments				£447.14
7	25/06/18	100339	£23.00	K COLEMAN	refreshments				£424.14
8	08/11/18			MISSION YOUTH PROFIT	FUNDS IN	£63.90			£488.04
9	12/12/19	100358	£10.00	LAUREN REF	REFRESHMENTS				£478.04
10	12/12/19	100359	£17.55	K COLEMAN	refreshments				£460.49
11	01/04/19			LEARNING PARTNERSHIP	GRANT	£500.00			£960.49



FAO Whom It May Concern.

We are writing to you to advise of our decision to close the Indoor Skatepark. This is not a decision we have made lightly however, in the current climate with spiralling running costs the indoor space is no longer financially sustainable. It is with great sadness that we have made this decision.

JY Youth however, will continue, we are working closely with Groundwork South in relation to Saltmill Skatepark, we are seeking input and support regarding the revamping and rejuvenation of that space and intend to deliver all of our opportunities from Saltmill Skatepark including; our coaching, our youth workers, our events and competitions.

We are exploring quotations for works, sourcing match funding via Sport England and are looking at hosting community events in order to obtain the communities input and support.

In terms of our funding agreement with Saltash Town Council we fully intend to deliver the services as required:

- A) Detached/outreach youth work sessions 78 in total (this equates to 1.5 per week for the year which allows for 2 a week in the summer months and 1 in the winter)
- B) Participation in Saltash Team for Youth
- C) Recording and reporting of output/outcome data as required in the specification

Services provided will still meet the following standards:

- A) Delivery led by a JNC qualified youth worker
- B) All youth staff and volunteers to receive professional supervision
- C) All youth staff and volunteers to will be subject to enhanced DBS checks
- D) All relevant policies and procedures will be in place

Along with meeting the following requirements:

- A) The implementation of mechanisms for young people to guide service delivery
- B) The provision of quarterly reports to Saltash Town Council

We fully intend on remaining present and available to our young people. Our intentions are to work closely with both Livewire and The Core in relation to our detached youth work and are hopeful that this will mean benefits to both our young people and the wider community. We have always known what a fantastic space Saltmill Skatepark could be and are excited to be able to channel all of our efforts into making it a stand out, safe and secure space for our community.

We are hopeful that we will retain the support of Saltash Town Council throughout and after this transition.

With Our Kindest Regards,

The JY Team.

SALTASH TOWN COUNCIL

Delivery of Professional Youth Work in Saltash for the year 2022/23

Saltash Town Council has budgeted £50,000 for the provision of professional youth work services in Saltash in the period April 2022 to March 2023. This is an increase of 25% from the 2021/22 budget.

The Town Council is inviting proposals from suitable organisations for the delivery of this service. Each organisation commissioned will be expected to work in partnership with other agencies, including Saltash Community School, Police, Housing (inc. ASB Officer), Safer Saltash, Action for Children, CAMHS, Youth Offending Team, Targeted Youth Support and Saltash Youth Council.

Outline Specification

1. Service is to support young people resident in the Saltash area and to be focused on those who are in particular need of help.
2. Service to include 30 detached youth work sessions. Detached youth work to include actively seeking to identify and provide support to young people away from formal settings who are not engaging with youth services.
3. Service to include at least two nights a week open access youth provision.
4. Service to provide single issue work with groups of young people informed by issues identified by the organisation and Saltash Team For Youth (a working group of Saltash Town Council)
5. All delivery to be led by professionally qualified (JNC) youth workers.
6. All youth workers, youth support workers and volunteers to receive professional supervision.
7. Delivery agencies to have all relevant policies and procedures in place to ensure the protection of all young people they work with.
8. All staff and volunteers to be subject to enhanced DBS checks.
9. Delivery agencies to implement mechanisms for young people to guide service delivery.
10. Delivery agencies to secure matched funding equal to the amount received from Saltash Town Council.

Measuring the Service Performance

Delivery agencies will be required to record and report the following outputs/outcomes:

1. Number of detached youth work sessions run.
2. Number of open access sessions run.
3. Number of single-issue programmes run.
4. Number of young people engaged with (defined as 3 or more hours of engagement).
5. Number of young people engaged with as defined in section 2 of the Outline Spec.
6. Number of young people receiving individual or group support.
7. Number of young people helped into or back into education, training or work.
8. Number of young people with measurable distance travelled.
9. Number of young people referred to youth workers from other organisations (e.g. school/college/police/etc.).
10. Number of volunteer support worker hours.
11. Matched funding secured.

How to apply

Interested organisations should send their bid proposal to the Acting Town Clerk at the address below **no later than Friday 22nd April 2022 at 5pm.**

Proposals should address:

1. The requirements of the specification.
2. The elements of the service the organisation proposes to deliver.
3. How much the organisation is asking for.
4. The organisation's ability to deliver the service in Saltash.
5. Evidence of need describing the challenges faced by the young people the organisation supports. Both qualitative and quantitative data is welcomed.
6. The amount of matched funding secured and the source of this.

Also, please include the following policies, insurances and accounts:

Policies:

1. Safeguarding Policy.
2. Policy & guidelines for good youth work practice.
3. Health & Safety Policy.
4. Data Protection Policy.
5. Equal Opportunities Policy.

Insurances:

1. Employers' liability.
2. Public liability.
3. Professional indemnity.

Accounts:

1. A copy of the latest year's accounts.

Bid proposals must be returned in a stamped envelope (non-company franked), unmarked by any logos or franking machine print relating to the identity of the bidder, other than to state "Saltash Professional Youth Work Bid Proposal".

To

The Acting Town Clerk
Saltash Town Council
The Guildhall
12 Lower Fore Street
Saltash
PL12 6JX

Or by email to tenders@saltash.gov.uk

Enquiries

If you have any questions they should be addressed to the Acting Town Clerk and sent by e-mail to tenders@saltash.gov.uk

Please note that all questions and answers will be made available to every organisation that has expressed an interest.

13th May 2022

Stephanie Tambling
Junkyard Skatepark
Unit 21f Brunel Road
Saltash
Cornwall
PL12 6LF

Dear Stephanie



Letter of Appointment for Commissioning of Professional Youth Work in Saltash 2022/23

Saltash Town Council will pay £17,483.00 (no VAT) for the provision of the services listed below in the period June 2022 to January 2023, subject to the following documentation being provided:

- Budgets
- Evidence of Match Funding
- Policies – Safeguarding, Policy and Guidelines, Health and Safety, Data Protection
- Insurance and Accounts – Professional Indemnity.

Services to be provided are:

- a) Detached/outreach youth work sessions 78 in total (this equates to 1.5 per week for the year which allows for 2 a week in the summer months and 1 in the winter)
- b) Participation in Saltash Team for Youth
- c) Recording and reporting of output/outcome data as required in the specification (copy attached).

Service provided must meet the following standards:

- a) Delivery to be led by a JNC qualified youth worker
- b) All youth staff and volunteers to receive professional supervision
- c) All youth staff and volunteers to be subject to enhanced DBS checks
- d) Junkyard Skatepark to have all relevant policies and procedures in place.



Junkyard Skatepark must also meet the following requirements:

- a) Implement mechanism for young people to guide service delivery
- b) Provide quarterly reports to Saltash Town Council.

Upon submission of the second and third invoices we will need a report on the previous spending and proof of match funding to date.

Payment

Saltash Town Council will pay Junkyard Skatepark in the following instalments:

June 2022	-	£4,827.66
September 2022	-	£4,827.67
January 2023	-	£4,827.67

Payment will be by BACS, so you will need to provide Saltash Town Council with the following details:

- a) Bank Account Name
- b) Sort Code
- c) Account Number

Payments will be made by Saltash Town Council on receipt of an invoice from Junkyard Skatepark.

In the event of Junkyard Skatepark failing to reasonably meet the terms of this contract, Saltash Town Council reserves the right to withhold or reclaim some or all of the payments.

Please may I take this opportunity to remind Junkyard Skatepark that all future tender submissions must comply with the Town Council specification to avoid tenders being dismissed or a lower funding amount allocated.

If you are happy to accept this contract, please sign and date the letter and return it to the Acting Town Clerk, Saltash Town Council, The Guildhall, 12 Lower Fore St, Saltash PL12 6JX.



I am happy to accept the terms and conditions of this contract:

Name: _____

Signature: _____

Date: _____

Yours sincerely



Sinead Burrows
Acting Town Clerk
On behalf of Saltash Town Council



Saltash Team For Youth Report for Policy & Finance Committee meeting on 8 November 2022

The Saltash Team For Youth working group last met on Friday 7 October at Livewire. Attended by Matt and Rachel from STC, Julie from Livewire and Charlotte from The Core.

Below are the notes of the meeting.

1. Saltash Crime Figures in September 2022

Matt and Rachel raised the increase in crime figures in September compared to the same period last year. These were reported at last night's Saltash Town Council meeting. The group discussed the importance of reporting all incidents of crime to the police as the numbers inform what resources the police put in place in the town.

Charlotte also raised that the lighting outside The Core is often not switched on in the evening when young people are leaving the centre. She will raise this with Margaret Butfield, the Business Manager at Fountain Head House School.

The group continue to be concerned about the lack of police presence in the town.

2. Updates from The Core and Livewire

Charlotte and Julie reported that many of their weekly activities are now significantly oversubscribed particularly the junior, open access sessions (years 6 to 8). Charlotte mentioned that they have had to introduce a booking in advance system at the Core to limit the numbers to make sure the sessions aren't overcrowded. Both The Core and Livewire are experiencing a significant increase in demand and it was recognised that this is partly due to the closure of other youth activities in the town e.g. at Wesley Church.

The group discussed Cornwall's Shared Prosperity Fund (www.ciosgoodgrowth.com) and whether there was the potential to incorporate youth activity in any bids Saltash Town Council is submitting. The first investment priority in the fund - 'Community and Place' - would be relevant. In terms of needs, Charlotte raised the need to install a permanently set up boxing ring at a suitable location for Saltash Boxing Club and Julie mentioned the need to increase activities to support young people's mental health and wellbeing.

The group also recognised that the rising demand for suitable youth activities in the town exceeds what youth organisations can currently supply. Matt and Rachel said they would feedback to Saltash Town Council.

3. Tendering process for 2023 / 24

Matt raised that the tendering process is likely to follow the same process as for 2022 / 23. The group agreed that it had been really helpful to bring the process and timeline forward. Saltash Town Council is starting the 2023 / 24 budget setting process and our aim is to maintain the budget for youth service delivery at the current level. Matt and Rachel will update further at the next meeting.

4. Date of next meeting

Saltash Team For Youth next meets on Friday 13 January 2023, 1pm at The Core.

Cllr Matt Griffiths
24/10/22