



ATTENTION: THE PUBLIC HAVE A RIGHT TO ATTEND THIS MEETING AND THEREFORE A PUBLIC SPEAKING ITEM HAS BEEN INCLUDED ON THE AGENDA

ANY RESIDENT WISHING TO SPEAK ON ANY ITEM SET OUT ON THIS AGENDA MUST INFORM THE PARISH CLERK NO LATER THAN 12 NOON THE DAY PRIOR TO THE MEETING.

You are hereby SUMMONED to a FULL COUNCIL Meeting of Pulborough Parish Council which will be held in the Rother Hall, at the Village Hall on Thursday, 19<sup>th</sup> September 2024 at 7.30pm.

Harry Quenault Dated: 12<sup>th</sup> September 2024

#### Clerk & RFO

Swan View, Lower Street, Pulborough, RH20 2BF

Tel: 01798 873532 hquenault@pulboroughparishcouncil.gov.uk

## **AGENDA**

# 1. Apologies for Absence

To approve apologies for absence.

# 2. Declarations of Interest and Changes to Register of Interests

To receive Councillors' declarations of interest on any of the agenda items.

#### 3. Minutes of Full Council

To approve the Minutes of the Meeting of the Council for the 18th of July 2024.

# 4. Committee Meeting Minutes

To receive and approve the Minutes: -

# 4.1 Planning & Services Committee

To accept the Minutes of the Meetings held on 4th July 2024 & 1st August 2024.

# 4.2 Recreation & Open Spaces Committee

To accept the Minutes of the Meeting held on 11th July 2024.

# 5. Adjournment for public speaking: -

The Chair will invite those residents who have given formal notice to speak once only in respect of:

- a) business itemised on the agenda and residents shall not speak for more than 5 minutes or 10 minutes if he/she is speaking on behalf of others such as a residents' group.
- b) if time permits, any other business not itemised on the agenda for which no discussion/decision is permitted, and residents shall not speak for more than 2 minutes.

# 6. District & County Reports

To receive & note the reports from the District and County Councillors. (please see appendix F)

# 7. General Power of Competence

To consider a recommendation that Pulborough Parish Council re-accepts the GPC (General Power of Competence). Eligibility requires that at least two-thirds of the Council members must be elected officials, and the Clerk must possess the required qualification.

# 8. Calendar of Events

To approve the calendar of meetings for the upcoming year. (please see appendix A)

# 9. Co-Option of Councillor

To co-opt a new Councillor to the Council.

# 10. Warden Reports

To note the Warden Reports for July 2024. (please see appendix B)

## 11. Cricket Club - Next Season

To determine the Council's action on whether Pulborough Cricket Club continue to play on the main recreation ground in Pulborough. (deferred from July's Full Council)

## 12. Nutbourne Common Lane

To receive an update from Cllr Riddle and the Clerk regarding the ownership and future use of Nutbourne Common Lane. (please see appendix C)

# 13. Charity – Little Monkeys

To consider whether Little Monkeys should become a charity. The Clerk will give a verbal update. (please see appendix D)

#### 14. Insurance

To note the last bill of a 3-year contract with Gallagher Insurance, as per our Financial Regulations. (please see appendix E)

# 15. Representatives on Outside Bodies

To receive and note brief reports from Members representing the Council on other organisations and groups.

#### 16. Payments

To approve the payments list for signing.

## **PULBOROUGH PARISH COUNCIL MEETINGS 2024**

All meetings are open to the public and start at 7.30pm unless otherwise notified, except for the 'short' planning meeting preceding full Council, which starts at 7.15pm.

Committee meetings are held at the Sports Pavilion; Full Council Meetings are at the Village Hall.

#### **JANUARY 2025**

- 9 Planning & Services Committee
- 16 Recreation & Open Spaces Committee
- 23 Planning & Services Committee followed by Full Council
- 30 Finance & Policy Committee

# **FEBRUARY 2025**

- 6 Planning & Services Committee
- 13 Recreation & Open Spaces Committee
- 20 Planning & Services Committee followed by Full Council
- 27 Finance & Policy Committee

#### **MARCH 2025**

- 6 Planning & Services Committee
- 13 Recreation & Open Spaces Committee
- 20 Planning & Services Committee followed by Full Council
- 27 Finance & Policy Committee

## **APRIL 2025**

- 3 Planning & Services Committee
- 10 Recreation & Open Spaces Committee
- 17 Planning & Services Committee followed by Full Council
- 24 Finance & Policy Committee

### **MAY 2025**

- 1 Planning & Services Committee
- 8 Recreation & Open Spaces Committee
- 15 Annual Meeting of the Parish
- 22 Planning & Services Committee followed by Annual Meeting of the Council

#### **JUNE 2025**

- 5 Planning & Services Committee
- 12 Recreation & Open Spaces Committee
- 19 Planning & Services Committee followed by Full Council
- 26 Finance & Policy Committee

#### **JULY 2025**

- 3 Planning & Services Committee
- 10 Recreation & Open Spaces Committee
- 17 Planning & Services Committee followed by Full Council
- 24 Finance & Policy Committee

#### **AUGUST 2025**

7 Planning & Services Committee

#### **SEPTEMBER 2025**

- 4 Planning & Services Committee
- 11 Recreation & Open Spaces Committee
- 18 Planning & Services Committee followed by Full Council
- 25 Finance & Policy Committee

## **OCTOBER 2025**

- 2 Planning & Services Committee
- 9 Recreation & Open Spaces Committee
- 16 Planning & Services Committee followed by Full Council
- 23 Finance & Policy Committee

#### **NOVEMBER 2025**

- 6 Planning & Services Committee
- 13 Recreation & Open Spaces Committee
- 20 Finance & Policy Committee
- 27 Planning & Services Committee followed by Full Council

#### **DECEMBER 2025**

4 Planning & Services Committee

# Warden Monthly Report

July 2024 – Pulborough Parish

Patrol hours TOTAL:	80	ASB (Anti-Social Behaviour) incidents	2
		reported to us TOTAL:	
Foot	58	Noise	0
Vehicle	22	Neighbours	0
Notices/warnings TOTAL:	0	Driving/vehicles	0
Verbal warning	0	Bicycles	0
Parking alert	0	Alcohol	0
Yellow card warning (ASB)	0	Other	2
Community Protection Warning/Notice	0		
Fixed Penalty Notice	0	Clear up/disposal reports TOTAL:	2
Reports into Police TOTAL:	6	Fly tipping / flyposting	0
Phone (including 101 and 999)	0	Graffiti	0
Online	0	Dog fouling	0
Intelligence report	0	Litter	2
Verbal	1	Drug litter	0
E-Mail	5	Hazards	0
Media Reports TOTAL:	5		
Press release/Community magazines	0		
Social media posts	5	Community events attended	10
Admin hours	17	School contact	6
Vulnerable people welfare checks	3	Youth engagement	15
Signposting	15	Reports to DVLA	0
Safeguarding referral	0	Reports to Operation Crackdown	0

# KEY:

ASB: Anti-social behaviour

**HDC: Horsham District Council** 

Operation Crackdown: A joint initiative with Sussex Safer Roads Partnership and Sussex Police to report abandoned

vehicles or anti-social driving.

PCSO: Police Community Support Officer

PPC: Pulborough Parish Council

WSCC: West Sussex County Council

WSFR: West Sussex Fire and Rescue

CSAS: Community Safety Accreditation Scheme

# ASB/CRIME

# Damage to a gate

Criminal damage to a gate on a rural footpath was reported to us with information supplied about the perpetrator. The incident was reported to the Police, but as the individual had been coming to our attention quite a bit in the community, we also spoke to the parents to see if we could help with some early intervention and support.

#### **Drones**

We have had a complaint about a drone being flown over a residents garden this month. This can be seen as anti-social and an invasion of privacy when people are trying to enjoy time out in their gardens. This is the second such complaint we have received this year.

The laws on drone use in the UK are a bit confusing and depend mainly on the size of the craft being used. It boils down to whether or not the drone is above or below 250g as to where and what the pilot can do. Obviously, this is not easy to tell when the drone is at height over you, but it is critical information in trying to sort this out.

Do you know who is flying the drone and if so, have you had a word with them about it? Usually, a quick conversation can resolve most issues.

The UK Civil Aviation Authority (CAA) have published The Drone and Model Aircraft Code which should be followed to make sure they are flown safely and legally. The code and further information can be found here.

https://register-drones.caa.co.uk/drone-code/where-you-can-fly

Further information can be found from Sussex Police here:

https://www.sussex.police.uk/advice/advice-and-information/drones/drones/

Basically, if you have read the rules and think someone might be breaking the law, you can report it to Sussex Police online.

# Parking/Vehicles/Road



We have reported the very weathered "No Cycling" sign at the Link Lane end of the Recreation Ground to WSCC for replacement. Case reference 3277022



We have also reported a broken public bridleway sign at Black Gate Lane and have been contacted by the Public Rights of Way (PROW) team at WSCC who say it will be repaired when they next have contractors working in the parish.

# **Useful vehicle related links:**

To report a vehicle with no MOT and/or no tax please see links below to the Government website:

https://www.gov.uk/report-no-mot

https://www.gov.uk/report-untaxed-vehicle

For anti-social driving and abandoned vehicles, please report to Operation Crackdown at:

http://www.operationcrackdown.org/

# Fly Tipping/Littering/Graffiti





After a recent event on the main recreation ground, the organisers did everything right (almost). They diligently picked up and bagged all their rubbish, but unfortunately left the bags by the bins and the naughty with had a bit of a look... Please can all users of the recreation ground take away any rubbish that doesn't fit in the bins.





We have also been contacted by a resident who has raised concern about fires and litter left by people camping alongside the riverbank on the Pulborough side of the Stopham Bridge. It is believed this area falls just inside the South Downs National Park boundary, so we are carrying out some enquiries with our colleagues in planning. On a recent visit we saw that litter had been neatly placed in a rubbish bag but left in situ for the foxes and other wildlife to search through. If there is not a bin available, please take your litter home.

## Useful links for reporting litter, fly tipping or graffiti:

You can report litter issues to HDC at the following link:

https://www.horsham.gov.uk/waste-recycling-and-bins/litter-and-street-cleaning/litter

You can report a damaged or overflowing litter bin here:

https://www.horsham.gov.uk/waste-recycling-and-bins/litter-and-street-cleaning/report-a-damaged-or-overflowing-litter-bin

If you witness fly tipping in action, please call Sussex Police and if possible, provide them with the registration of the offending vehicle and subsequently any relevant dash cam footage you may have.

You can also report it direct to HDC at: <a href="https://www.horsham.gov.uk/waste-recycling-and-bins/litter-and-street-cleaning/fly-tipping">https://www.horsham.gov.uk/waste-recycling-and-bins/litter-and-street-cleaning/fly-tipping</a>

Abandoned shopping trolleys can be reported on the "Trolleywise" website at: www.trolleywiseapp.co.uk

You can report incidents of graffiti direct to Horsham District Council via their website: https://www.horsham.gov.uk/waste-recycling-and-bins/litter-and-street-cleaning

# Community Engagement/Events/Meetings

# **Tea Spot Caring Cafe**

We were lucky to able to visit the Caring Cafe at the United Reformed Church again on Thursday 4th July.

The Caring Cafe welcomes carers, those they care for and anyone needing company and is dementia friendly. It is held on the first Thursday of each month at the Pulborough URC between 10am and midday.

## **Quarterly Pulborough Community Volunteers Forum**

On Tuesday 9<sup>th</sup> July we attended the quarterly meeting of the Pulborough Community Volunteers Forum, organised and chaired by Christine Lindsay. The meeting enables us to provide updates on the community projects we have been working on and the wonderful support given by volunteers to these projects. It is also very useful for us to hear updates from the churches, Pulborough Traders and the Pulborough and District Community Care Association (PDCCA).

This quarter we were also joined by Roger and Richard from the Rotary Club of Storrington and Pulborough District who updated us on the support they are providing locally. This is a special year for the Club and to celebrate 40 years their President, Pippa Davies, came up with the idea 40-4-40. This is to help 40 local charities/groups/clubs to purchase something much needed, for up to £40.

### The Tea Spot Craft Café

What an amazing group of talented ladies we have in Pulborough – the Craft Cafe attendees have been making the most beautiful handmade bunting to celebrate the groups upcoming birthday. Each time we call by more amazing triangles have been made and we cannot wait to see the bunting hanging around the United Reformed Church. Thank you to the group for their usually warm welcome.

# **Pulborough Pop-In**

The Pulborough Pop-In at the Library run by Isla Moran on behalf of the Pulborough and District Community Care Association (PDCCA) runs on Wednesday mornings between 9am and 11am. The Pop-In provides a safe space for parents and carers to visit for a cuppa and a chat where pre-school children are made very welcome. Isla is a welcoming face, and her cakes are delicious too! We pop-in too from time to time to have a chat with Isla and the parents about community issues.

The pop-in is now on it's summer break as it runs during term times and will be back open again in September.

More information can be found at the PDCCA's revamped website here:

https://www.pdcca.org.uk/

# **Pulborough Village Market**



It has been a few months since we have been able to attend the village market, so it was lovely to be there on Saturday 27<sup>th</sup> July and to speak to those regular attendees and also welcome some new faces. One lady took the time to ask us about our role and it gave an opportunity to also talk about the amazing work going on in the parish by those who volunteer at the Pulborough Pantry and the Community Allotment and also make people aware of the thriving Pulborough Shedders, which is now open two mornings a week.

# Patrols (foot/visible and car)

We have been focusing our patrols on the areas of the village where we have seen anti-social behaviour occur at this time of year and as we do each month, we have focused our vehicle patrols on the fly tipping hotspots on the more rural roads of the parish and checked that the carriageways are kept clear of debris.



During one of our vehicle patrols we found a fallen tree by the river at Stopham, blocking access to the Wey-South Path – So we have reported it to WSCC. Ref: WSCC-635107688.

We enjoyed a sunny foot patrol over to the area known locally as "The Beach" on the Brooks, even more than usual as we found no litter at all! This is a rare occurrence, and we would like to thank those visitors who have collected litter and taken it away. Please let's keep this beautiful area free from rubbish and barbecues/fire.



# Older, Vulnerable People and Youth

# Older People

#### **Horsham Older Persons Professional Network**

On Wednesday 3<sup>rd</sup> July we joined the online Horsham Older Persons Professional Network meeting organised by Hayley at Age UK. This month there was an informative input from the NHS West Sussex Talking Therapies Team – A free NHS talking therapies service for managing anxiety and depression for those aged 18+ who are registered with a GP and to which people can self-refer.

Further information can be found on the posters below:





# Youth

#### **Youth Forum**

We are still working on our Youth Forum project to provide an arena for young people to have a voice in the Parish and will be sitting in on St Mary's Primary School Council meetings in the new school term to see how we can work together with the school and their pupils.

#### **Modern Games Club**









During early July we read a post on the Pulborough Village Group on Facebook enquiring about whether any young people locally play Dungeons & Dragons, which is a type of modern boardgame. Like with many activities we have found that a lot of clubs are only held in the larger towns, making it difficult for younger people to attend. We have discussed this with our colleagues Chris Poore & John Sampson, Storrington & Sullington Wardens and are now looking at the possibility of starting a modern games club, running on a Saturday.

# Dog Related Issues

We continue to remind people to please remember to pick up after your dogs.

Dog fouling can be reported via the HDC website:

https://www.horsham.gov.uk/waste-recycling-and-bins/litter-and-street-cleaning/dog-fouling

Any attacks by dogs need to be reported immediately to Sussex Police. Their advice is that if there is an immediate threat to human or animal life to call 999. Otherwise report to the police on 101 or via the Sussex Police website reporting form.

https://www.sussex.police.uk/ro/report/ocr/af/how-to-report-a-crime/

## **Dogs Roaming Free**

If you find a dog roaming free and not being supervised, you may wish to consider reporting it to Horsham District Council's approved contractor on 07512 089777 and they will come and collect. *This is a 24/7 service, but the dog does need to be contained for them to collect.* 

\*\*\* Please note Horsham District Council does not have dog wardens \*\*\*

# Parish specific/other

## **Pulborough Community Allotment**

Work continues on this amazing initiative aimed at bringing our community together through the joy of growing and cultivating delicious, nutritious food in an environmentally friendly way. The trial beds can be found on the existing Parish Council allotments, but this enterprise forms part of a larger project to create a dedicated community allotment and shared building space with the Pulborough Shedders on adjacent land.

Pulborough Community Allotment Facebook page:

https://www.facebook.com/profile.php?id=61563502016842













Pulborough Shedders Facebook page can be found here: <a href="https://www.facebook.com/pulboroughshedders">https://www.facebook.com/pulboroughshedders</a>

# Pulborough "Journey" support group for parents and carers of children with Autism and Special Educational Needs (SEN)



In addition to our work around supporting families locally with Autism and Special Educational Needs we have been working with the Storrington & Sullington and Ashington Neighbourhood Wardens to arrange a fun day specifically these young people and their families with the support of Andi Dunstan at Chantonbury Leisure Centre. The free event is being held on Friday 2<sup>nd</sup> August and families can attend at any time between 10:30am and 3pm and stay for a long as they like. Some of the activities on offer range from soft play and bouncy castle fun to wheelchair basketball, table tennis and curling.

During July we advertised our 'Journey' support group alongside those of our colleagues in the neighbouring villages to give people a broader option of groups to visit. Sadly, attendance at our Pulborough meeting in July was exceptionally low and we are reviewing whether to continue the group here or to signpost people to the other groups.



# **Refurbishment of Carpenters Meadow Play Area (Horsham District Council)**

This project happily continues to progress and the deadline for the submission of quotes by contractors has now passed. We're hoping it should be all done and dusted by year end, weather permitting!

1.1 The timetable for the award of this Contract is as follows:

Event	Date
Deadline for Submission of Quotes	Friday 26 <sup>th</sup> July 2024
Contract Award Notification	Week beginning 5 <sup>th</sup> August 2024
Provisional Contract Start Date (on site)	Monday 23rd September 2024
Practical Completion Date	Friday 18 <sup>th</sup> October 2024



Horsham Matters Mobile Support Hub continues to visit the Pulborough Pantry on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of each month between 9.30 and 10.30am. Horsham Matters, which supports residents suffering from food and energy poverty, is taking its advice services on the road in a bid to ensure residents across the Horsham District can access face-to-face support on issues such as housing, utilities, budgeting, benefits, and debt.

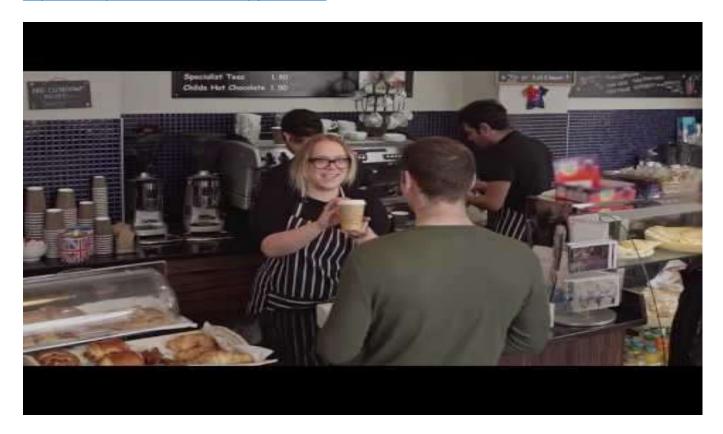
This is very much a use it of lose it service so please do help promote it!

# **Training**

On Friday 19th half of the Horsham and Pulborough warden teams swapped locations to gain an understanding of the role in other areas. Ross went to work the day in Horsham whilst Maria came down to Pulborough. It was a useful exercise but did reinforce the fact that this country mouse wants to stay working in the country!

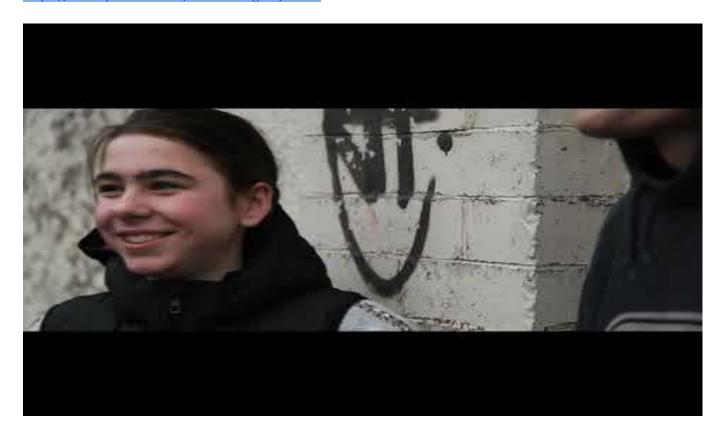
On Monday 22<sup>nd</sup> July Ross attended a training course run by West Sussex County Council called "Keeping young people safe from exploitation and online harm".

This was an extremely interesting session and raised a lot of questions particularly about screen time and content in this digital age. A very apposite video about data privacy can be watched here:



Other videos of note, covering County Lines and exploitation are: -

https://www.youtube.com/watch?v=sgM6ju2Xi-0



# https://www.youtube.com/watch?v=\_chP\_h-qIRQ



# Social Media

Please do follow us at:

https://www.instagram.com/pulborough.wardens/

https://www.facebook.com/HDWardens

https://twitter.com/HorshamWardens

#### **Report on Nutbourne Common and the Connecting Lane**

## **Background**

The lane connecting Nutbourne Common is currently classified as a private road, leading to ongoing discussions about its ownership, usage rights and maintenance responsibilities. According to the 1855 Enclosure Act, there is a belief, supported by Councillor Riddle, that the lane should be owned by the Council. However, the road is currently designated as privately owned by Nevill Estates and recognised as a Public Right of Way (PROW). This means that West Sussex County Council has only minimal maintenance obligations.

#### **Current Situation**

The residents along this lane, known as "the Frontages," bear significant responsibility for its upkeep, given its status as a private road owned by Nevill Estates. This classification suggests that the Council may have forfeited its access rights. Despite this, a recent agreement between the Council, represented by the Clerk and the Frontages allows the Council to use the lane solely for maintenance purposes.

Councillor Riddle has expressed concern that the lack of public access to the lane may prevent people with disabilities from reaching Nutbourne Common, thereby limiting its accessibility. This concern has prompted discussions on whether public access should be permitted for those wishing to visit the common.

#### **Council Considerations**

Given the complexity of this situation, both Councillor Riddle and the Clerk recommend that the matter be brought before the Full Council for further investigation and decision-making. A key consideration is that challenging the lane's ownership in court could result in significant financial costs for the Council, which may not be in the public interest.

Conversations with West Sussex County Council and Nevill Estates, the current owners of the roadway, indicate that they have no plans to reclassify the lane. This suggests that any legal challenge may ultimately need to be resolved in the High Court. Invoking the Enclosure Act in this context could introduce additional complications.

## **Proposed Compromise**

A potential compromise has been suggested: if someone with a disability wishes to access Nutbourne Common, they could contact the Clerk or a designated staff member. The gate to the lane could then be opened to allow access, and after the visit, the gate would be closed again. This solution seeks to balance the need for public access with the protection of the area's natural environment, which is crucial for preserving the heather and biodiversity.

The lane is not intended for regular residential or tourist use but serves primarily to protect the natural progression of the common's ecosystem.

#### Recommendations

• The Council should engage with the Frontages to discuss the proposed compromise, ensuring controlled access for individuals with disabilities.



# **Small Charity Constitution**

# **Small Charity Constitution**

Suitable for small charities with an annual income under £5,000 that don't own a building or employ people and do not intend to register with the Charity Commission.

#### 1 Name

The charity's name is Little Monkeys

# 2 The purposes of the charity are:-

To provide a safe and stimulating environment for toddlers (ages 0-4) in Pulborough Village Hall every Friday morning from 10:00 to 11:30.

#### 3 Trustees

The charity shall be managed by a committee of trustees who are appointed at the Annual General Meeting (AGM) of the charity.

# 4 Carrying out the purposes

In order to carry out the charitable purposes, the trustees have the power to:

- (1) raise funds, receive grants and donations
- (2) apply funds to carry out the work of the charity
- (3) co-operate with and support other charities with similar purposes
- (4) do anything which is lawful and necessary to achieve the purposes

# 5 Membership

The charity shall have a membership. People who support the work of the charity and are aged 18 or over, can apply to the trustees to become a member. Once accepted by the trustees, membership lasts for 3 years and may be renewed. The trustees will keep an up-to-date membership list.

The trustees may remove a person's membership if they believe it is in the best interests of the charity. The member has the right to be heard by the trustees before the decision is made and can be accompanied by a friend.

## 6 Annual General Meeting - AGM

- (1) The AGM must be held every year, with 14 days notice given to all members telling them what is on the agenda. Minutes must be kept of the AGM.
- (2) There must be at least 3 members present at the AGM.
- (3) Every member has one vote.

- (4) The trustees shall present the annual report and accounts.
- (5) Any member may stand for election as a trustee.
- (6) Members shall elect 5 trustees to serve for the next year. They will retire at the next AGM but may stand for re-election.
- (7) 3 of the trustees must be active Councillors for Pulborough Parish Council

# 7 Trustee meetings

- (1) Trustees must hold at least 1 meeting each year. In their first meeting during the AGM they will elect a chair, treasurer and secretary. Trustees may act by majority decision.
- (2) At least 3 trustees must be present at the meeting to be able to take decisions. Minutes shall be kept for every meeting.
- (3) If trustees have a conflict of interest they must declare it and leave the meeting while this matter is being discussed or decided.
- (4) During the year, the trustees may appoint up to 2 additional trustees. They will stand down at the next AGM.
- (5) The trustees must update Pulborough Parish Council yearly on their progress and it is their responsibility to do so.
- (6) The trustees may make reasonable additional rules to help run the charity. These rules must not conflict with this constitution or the law.

# 8 Money and property

- (1) Money and property must only be used for the charity's purposes.
- (2) Trustees must keep accounts. The most recent annual accounts can be seen by anybody on request.
- (3) Trustees cannot receive any money or property from the charity, except to refund reasonable out of pocket expenses.
- (4) Money must be held in the charity's bank account. All cheques must be signed by 2 trustees.

# 9 General meetings

If the Trustees consider it is necessary to change the constitution, or wind up the charity, they must call a General Meeting so that the membership can make the decision. Trustees must also call a General Meeting if they receive a written request from the majority of members. All members must be given 14 days notice and told the reason for the meeting. All decisions require a two thirds majority. Minutes must be kept.

- (1) **Winding up** any money or property remaining after payment of debts must be given to Pulborough Parish Council.
- (2) **Changes to the Constitution** can be made at AGMs or General Meetings. No change can be made that would make the organisation no longer a charity.
- (3) **General Meeting** called on written request from a majority of members.
- (4) Trustees may also call a General Meeting to consult the membership

# 10 Setting up the charity

This constitution was adopted on 19<sup>th</sup> of September 2024 by the people whose signatures appear below. They are the first members of the charity and will be the trustees until the AGM, which must be held within one year of this date.

Signed	Print name and address

This constitution has been developed and promoted with the following organisations:



















#### Quote Reference - 138297727

The information contained on this page is confidential and should not be sent to third parties

## **INSURANCE DETAILS**

Period of insurance: Continuous cover from 01/10/2024 until the policy is cancelled

Date issued to insured: 11/09/2024

Underwritten by: Hiscox Underwriting Ltd on behalf of the insurers listed for each section of the policy

Payment method : Payment by Broker's Account

## **INSURED DETAILS**

Insured: Pulborough Parish Council

Address: Swan View

Pulborough RH20 2BF

Additional insureds: There are no Additional Insureds on this policy

Business: Parish Council

General terms and 11604 WD-HSP-UK-PAC-GTC(4)

conditions wording: The General terms and conditions apply to this policy in conjunction with the specific

wording detailed in each section below

#### **PREMIUM DETAILS**

Annual premium: £6,300.94 Annual Tax: £756.11 Total: £7,057.05



# Local councils & not-for profit organisations scheme

## **PROPERTY - BUILDINGS**

Section wording 11600 WD-HSP-UK-PAC-PYB(5) Insurer Hiscox Insurance Company Limited

Premises address

Pulborough Sports & Social Club, Rectory Road, Pulborough, RH20 2AJ

£1,373,312

Item description	Excess	Amount Insured	
Total Buildings	£250	£1,373,312	
Gates and fences	£250	£11,627	
Fixed outside equipment	£250	03	
Street furniture	£250	£156,122	
War memorials	£250	£0	
Playground equipment	£250	£111,038	
Sports surfaces	£250	£0	
Other surfaces	£250	£78,618	
Rent receivable	£250		

Excess applies to: Each and every loss

#### Special excesses

**Losses from subsidence** £1,000 each and every loss

Additional cover	(in addition to the overall limit/amount insured above)
Additional Cover	(iii addition to the overall limit amount insured above)

Trace and access £5,000

Emergency services £5,000

Loss prevention costs £25,000

Additions to buildings £50,000

Inadvertent omissions £500,000

Trees, shrubs and plants £25,000

Bequeathed buildings £50,000

Discharge of oil £10,000 in total during any one period of insurance, across all

Property sections combined

Contract works and site materials £75,000

# **Endorsements**

**6469.0** Addition of cover: under insurance restriction (Buildings)

**6728.0** Removal of cover: cyber claims and losses



## **PROPERTY - CONTENTS**

Section wording 11602 WD-HSP-UK-PAC-PYC(6) Insurer Hiscox Insurance Company Limited

Item description	Excess	Amount Insured
General contents including computer and ancillary equipment	£250	£36,843
Civic Regalia	£250	£0
Gardening equipment, plant and machinery	£250	£28,074
Sports equipment	£250	£2,161
Rent payable	£250	£0

Excess applies to Each and every loss

Contents temporarily elsewhere including whilst in

transit

Geographical limits: United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man

Additional cover	(in addition to the overall limit/amount insured above)	
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duitional cover (in addition to the overa	an inflivation in sured above)
Costs following glass breakage	£10,000
Additions to contents	£10,000 or 10% of the amount insured for contents, whichever is the greater
Money in the insured location while open for business or in a locked safe	£1,000
Money in transit or at the home of any councillor, trustee, employee or volunteer	£1,000
Money at all other times	£1,000
Money - non-negotiable instruments	£250,000
Identity fraud	£5,000
Personal effects	£5,000
Reconstitution of electronic data	£5,000
Reconstitution of other business documents	£5,000
Lock replacement	£10,000
Building damage by theft	£10,000
Personal assault - death	£10,000 per person
Personal assault - total loss or permanent and total loss of use of one or more limbs	£10,000 per person
Personal assault - total and irrecoverable loss of sight in one or both eyes	£10,000 per person
Personal assault - disablement which totally prevents the injured person from carrying out all parts of their usual occupation	£100 per week up to a maximum of 104 weeks
Metered water and fuel	£5,000
Outdoor items	£5,000
Marquees	£10,000
Refrigerated stock	£2,500
Undamaged tenant's improvements	£5,000

is the less

£25,000 or 10% of the amount insured for contents, whichever



Defective title – fine art £10,000

Continuing hire charges – in total across all Property £10,000

sections

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**Exhibitions stands and equipment temporarily** 

£25,000 or 10% of the amount insured for contents, whichever

**elsewhere** is the less

Defibrillators£5,000Bequeathed property£5,000Fund raising events£5,000

Contents kept at home £25,000 or 10% of the amount insured for contents, whichever

is the less

Fraud and dishonesty £500,000 the aggregate per period of insurance

#### **Endorsements**

240.3 Minimum security condition
6226.0 Addition of cover (Travel expenses)
6729.0 Removal of cover: cyber claims and losses
6349.1 Floating amount insured (Contents)

**308.0.1** Flat roof condition

**6222.0** Amendment of cover (Fidelity guarantee)

#### PROPERTY AWAY FROM THE PREMISES

Wording 11602 WD-HSP-UK-PAC-PYC(6)
Insurer Hiscox Insurance Company Limited

Item descriptionExcessAmount InsuredAll business equipment£250£5,000

Excess applies to: Each and every loss

Geographical limits: European Union, United Kingdom of Great Britain and Northern Ireland, Channel Islands, Isle of

Man and Gibraltar

# **Endorsements**

**65.00** Contents temporarily elsewhere

6729.0 Removal of cover: cyber claims and losses

#### **PROPERTY - BUSINESS INTERRUPTION**

Section wording 11601 WD-HSP-UK-PAC-PYI(6) Insurer Hiscox Insurance Company Limited

Item descriptionIndemnity periodAmount InsuredLoss of income12 months£10,000Additional increased costs of working12 months£10,000

Additional cover (in addition to the overall limit/amount insured above)

**Key person** £250 per week up to a maximum of £2,500 per period of

insurance.



Unauthorised use of public utilities £100,000 or the total amount insured for Business

interruption, whichever is less

Special limits (included within and not in addition to the overall limit/amount insured above)

**Denial of access** £100,000 or the total amount insured for Business

interruption, whichever is less

Non-damage denial of access £100,000 or the total amount insured for Business

interruption, whichever is less

Bomb threat £100,000 or the total amount insured for Business

interruption, whichever is less

**Suppliers** £100,000 or the total amount insured for Business

interruption, whichever is less

Public utilities £100,000 or the total amount insured for Business

interruption, whichever is less

Public authority £100,000 or the total amount insured for Business

interruption, whichever is less

Failure of safety equipment £100,000 or the total amount insured for Business

interruption, whichever is less

Loss of attraction £100,000 or the total amount insured for Business

interruption, whichever is less

Alternative hire costs £5,000
Equipment breakdown Not insured

**Endorsements** 

6731.0 Removal of cover: cyber claims and losses

**6820.0** Amended definition: income

**6350.1** Floating amount insured (Business interruption)

**EMPLOYERS' LIABILITY** 

Section wording 11603 WD-HSP-UK-PAC-EL(4)
Insurer Hiscox Insurance Company Limited

Limit of indemnity £10,000,000

Limit applies to Each and every occurrence including costs

Geographical limits Worldwide

Applicable court United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man

Special limits (included within and not in addition to the overall limit/amount insured above)

**Criminal defence costs** £100,000 in the aggregate **Terrorism** £5,000,000 in the aggregate

**Endorsements** 

3121.0 Employers Liability Tracing Office (ELTO) - mandatory information required

**6734.0** Confirmation of cover: cyber claims

**PUBLIC AND PRODUCTS LIABILITY** 

Section wording 11607 WD-HSP-UK-PAC-GL(4) Insurer Hiscox Insurance Company Limited

Limit of indemnity £10,000,000

Limit applies to Each and every occurrence, defence costs in addition, other than for pollution or for products to

which a single aggregate policy limit including defence costs applies

Excess £250

**Excess applies to** Each and every claim for property damage only

Geographical limits United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man, the



European Union and Gibraltar

Applicable courts United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man, the

European Union and Gibraltar

**Additional cover** (in addition to the overall limit/amount insured above)

Unauthorised use of third party telephones by your

employees

Loss of excess or no claims discount

Loss of third party keys

Defamation and intellectual property rights

£2,500 any one period of insurance

£250 any one period of insurance £2,500 any one period of insurance £500,000 any one period of insurance

Special limits (included within and not in addition to the overall limit/amount insured above)

Criminal defence costs Pollution defence costs Hirer liability £100,000 in the aggregate £100,000 in the aggregate £5,000,000 in the aggregate

**Endorsements** 

**6080.0** Firework and bonfire condition endorsement

**6735.0** Removal of cover: cyber claims

#### OFFICIALS' AND TRUSTEES' INDEMNITY

Section wording 11614 WD-HSP-PAC-DO(6)
Insurer Hiscox Insurance Company Limited

Policy limit £500,000

Limit applies to In the aggregate including costs

Legal representation costs £15,000

**Legal representation basis** In the aggregate any one period of insurance

Geographical limits United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle

of Man

Applicable courts United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle

of Man

#### **Endorsements**

**705.4** Prior and pending litigation date **3215.0** Amendment of cover: cyber claims (DO)

**3216.0** Amendment of cover: breach of professional duty (DO)

#### **COMMERCIAL LEGAL PROTECTION (DAS)**

Section wording 9927 WD-HSP-UK-CHR-DAS(3)

Insurer DAS Legal Expenses Insurance Company Limited

Section limit £100,000

Limit applies to All claims resulting from one or more event arising at the same time or from the same

originating cause

Excess £200

**Excess applies to** Each and every claim arising from aspect enquiries only

**Geographical limits** For insured incidents 2 Legal Defence (excluding 2(4)), and 3(b) Bodily Injury: The European

Union, the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, Romania, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus). For all other insured incidents: The United Kingdom of Great

Britain and Northern Ireland, the Isle of Man and the Channel Islands



**Endorsements** 

**524.0** Commercial legal protection (charities)

PERSONAL ACCIDENT

Section wording 11608 WD-HSP-UK-PAC-PA(4) Insurer Hiscox Insurance Company Limited

Personal accident

Capital benefit£100,000Temporary benefit£500 per weekMedical expenses£10,000

Insured persons Councillors, trustees, volunteers and employees of the insured

Operative time While working for you or on your behalf

Special limits (included within and not in addition to the overall limit/amount insured above)

Death 100% capital benefit amount per person Loss of one limb 100% capital benefit amount per person 100% capital benefit amount per person Loss of one eye Loss of two limbs 100% capital benefit amount per person Loss of two eyes 100% capital benefit amount per person Loss of one limb and one eye 100% capital benefit amount per person 100% capital benefit amount per person Loss of hearing Loss of speech 100% capital benefit amount per person

Permanent total disablement 100% capital benefit amount per person

**Temporary total disablement** £500 per week, up to a maximum of 104 weeks, an excess of 14 days applies £500 per week, up to a maximum of 104 weeks, an excess of 14 days applies

**Maximum accumulation** £1,000,000 any one loss in the aggregate

**Endorsements** 

6752.0 Amendment of cover: cyber claims and losses

**CRISIS CONTAINMENT** 

Wording 15369 WD-HSP-UK-PAC-CRI(1)
Insurer Hiscox Insurance Company Limited

Limit of indemnity £25,000

Limit applies to Per crisis and in the aggregate during any one period of insurance

Geographical limits The United Kingdom of Great Britain and Northern Island, the Isle of Man and the

Channel Islands.

**Special limits** (included within and not in addition to the overall limit/amount insured above)

Outside working hours discretionary crisis mitigation costs £2,000

**Endorsements** 

9003.0 Crisis containment provider: Hill Knowlton



The General Terms of this policy and the terms, conditions and exclusions of the relevant sections all apply to this endorsement except as modified below:

# Property - buildings clauses in full

#### Clause 6469.0

Addition of cover: under insurance restriction (Buildings)

The following is added to **How much we will pay**, Under insurance:

If, at the time of **damage**, the **amount insured** is less than 85% of the total rebuilding cost of the **buildings** including an allowance for other costs, the amount **we** pay will be reduced in the same proportion as the under insurance. If, however **you** provide us with a professional valuation of the **buildings** that was carried out within the 3 years preceding the incident of loss, **we** will not apply this reduction.

#### Clause 6728.0

Removal of cover: cyber claims and losses

What is not covered 1. m. 'any virus.' is deleted.

The following is added to What is not covered:

We will not make any payment for **damage** to, or any loss, cost or expense arising in respect of any item of **computer or digital technology** which is directly caused by:

- a. a cyber attack or fear or threat of a cyber attack;
- b. a hacker or fear or threat of a hacker; or
- c. its digital connectivity to any other item of **computer or digital technology** which has been directly affected by a **cyber attack** or **hacker**.

**We** will however cover any other **damage**, loss, cost or expense insured under this section which is caused by the **cyber attack** or **hacker**.

We will not make any payment for **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a **computer or digital technology error**.

We will not make any payment for the **reconstitution of data** or the value to **you** of any lost or distorted records or data.

We will not make any payment for loss or damage due to your parting with title or possession of property or rights to property prior to receiving payment in full.

## Property - contents clauses in full

## Clause

## 240.3

## Minimum security condition

**We** will not make any payment for **damage** unless the physical security measures at the **insured location** comply with the following criteria and all devices are put into full and effective operation whenever the premises are closed for business or left unattended:

- 1. The final exit door is secured by:
  - a. a rim automatic deadlock conforming to or superior to BS3621; or
  - a mortice deadlock conforming to or superior to BS3621; or
  - a key operated multi-point locking system having at least three locking bolts.
- Any other external door or internal door providing access to any part of the building not occupied by **you**, which is not officially designated a fire exit by the local fire authority, is secured by:
  - a. a locking device specified in 1 above; or
  - b. by two key operated security bolts to engage the door frame.
- 3. Any other external door or internal door which is officially designated a fire exit by the local fire authority is secured by:
  - a. a panic bar locking system incorporating bolts which engage both the head and sill of the door frame; or
  - b. a mortice lock having specific application for emergency exit doors and which is operated from the inside by means of a conventional



handle and/or thumb turn mechanism.

- 4. All ground and basement level opening windows and any upper floor opening windows or skylights accessible from roofs, balconies, fire escapes, canopies, downpipes and other features of the building are:
  - a. secured by means of a key-operated locking device; or
  - b. permanently screwed shut.

#### Please note:

- The local fire authority must be consulted before you replace or augment the existing locking device fitted to a designated emergency exit door; and
- (ii) The provisions of specification 4 do not apply to windows or skylights that are protected by means of either:
  - fixed round or square section solid steel bars not more than 10 cm apart; or
  - b. fixed expanded metal, weld mesh or wrought ironwork grilles; or
  - proprietary collapsible locking gate grilles.

#### Clause 6226.0

#### Addition of cover - travel expenses

The following is added to What is covered, Additional cover:

Travel expenses

23. **We** will also pay for:

the unused travel, accommodation and pre-booked conference or excursion expenses which **you** have paid or legally have to pay and which cannot be recovered; and

the necessary and reasonable additional travel and accommodation expenses for **your** member of staff, **councillor** or trustee to return home; as a result of a pre-arranged business trip being cancelled or cut short, during the **period of insurance**, for one of the following reasons:

the death, accidental injury or illness of a member of staff, **councillor** or trustee; or the death, accidental injury or illness of the spouse, partner, close relative, fiancée or fiancé of a member of staff, **councillor** or trustee; or

the death, accidental injury or illness of any person with whom a member of staff, **councillor** or trustee is planning to stay or conduct business; or

a member of staff, **councillor** or trustee being called for jury service or as a court witness; or

**damage** to a member of staff or **councillor**'s or trustee's pre-booked accommodation making it impossible for the member of staff or **councillor** or trustee to stay there.

damage to the scheduled means of transport or any strike, riot, civil commotion or terrorism which causes the cancellation or delayed departure for 24 hours or more of the scheduled transport on which the member of staff or councillor or trustee is booked to travel on their outward or return journey.

The most **we** will pay during the period of **insurance** under this additional cover is £750. The **excess** which applies to this additional cover is £75.

#### Clause

### 6729.0

#### Removal of cover: cyber claims and losses

What is covered, Lock replacement, is amended to read as follows:

The costs **you** incur to replace locks and keys necessary to maintain the security of the **insured premises** or any safes or security control apparatus following theft or loss or misuse of physical security keys occurring during the **period of insurance**. However this does apply to the unauthorised modification of any digital or electronic locks.

What is not covered 1. h. 'a virus or hacker.' is deleted.

The following is added to What is not covered:

We will not make any payment for **damage** to, or any loss, cost or expense arising in respect of any item of **computer or digital technology** which is directly caused by:

- a. a cyber attack or fear or threat of a cyber attack;
- b. a hacker or fear or threat of a hacker; or
- c. its digital connectivity to any other item of computer or digital technology which



has been directly affected by a cyber attack or hacker.

**We** will however cover any other **damage**, loss, cost or expense insured under this section which is caused by the **cyber attack** or **hacker**.

We will not make any payment for **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a **computer or digital technology error**.

We will not make any payment for loss or damage due to your parting with title or possession of property or rights to property prior to receiving payment in full.

**We** will not make any payment for loss arising from any electronic, online or crypto currency, including Bitcoin.

#### Clause 6349.1

#### Floating amount insured (Contents)

The cover under this section applies to all locations occupied by **you** in connection with **your activities** within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland. The **amount insured** is the most **we** will pay in total for **damage** to **your contents** however many locations are affected.

#### Clause 308.0.1

#### Flat roof condition

**We** will not make any payment for **damage** arising directly or indirectly from any deficiency of a flat roof unless the roof is inspected once every 2 years by a competent person and any defects are rectified within 14 days.

#### Clause 6222.0

#### Amendment of cover: fidelity guarantee

What is not covered, 9 is amended to read as follows:

g. loss by fraud or dishonesty of a **councillor** or any other person working under a contract of service with **you**, other than where cover is provided under Additional cover, Fidelity guarantee.

How much we will pay, Fraud and Dishonesty is deleted.

The following is added to What is covered, Additional cover:

Fidelity guarantee

- 23. **your** financial loss resulting solely and directly from fraud or dishonesty of a **councillor** or any other person working under a contract of service with **you**, discovered by **you** during the period of **insurance** provided that:
- a. dual controls exist for the signing of cheques, issuing instructions for disbursements of assets or funds, fund transfer procedures and investment; and
- b. **you** were unaware of any previous act of fraud or dishonesty committed in the course of their employment by such **councillor** or any other person working under a contract of service with **you**; and
- c. there was a clear intention to cause **you** financial loss and to obtain a personal financial gain over and above salary, bonus or commission; and
- d. **your** financial loss was wholly sustained within the 12 month period prior to its discovery; and
- e. the loss is notified to us within ten working days of its discovery by you; and
- f. satisfactory references covering a period of two years prior to the commencement of employment for all new clerks and any other person under a contract of service with **you** are obtained from:
- i. a previous employer; or
- ii. an accountant and one other customer in respect of any periods of self employment; or
- iii. the school or college in respect of any full-time education.

The following is added to How much we will pay:



Fidelity guarantee

The most **we** will pay for all financial losses covered under **What is covered**, Additional cover, Fidelity guarantee, including the reasonable charges **you** must pay to **your** professional accountant for producing information we require in support for a request for settlement under this section, is £500,000.

### Property away from the premises clauses in full

#### Clause 65.00 Contents temporarily elsewhere

**We** will not make any payment when such property is temporarily outside the UK unless it is in your **care**, custody or control at all times or otherwise secured in a locked hotel room or safe, or other similar securely locked room or building.

#### Clause 6729.0 Removal of cover: cyber claims and losses

What is covered, Lock replacement, is amended to read as follows:

The costs **you** incur to replace locks and keys necessary to maintain the security of the **insured premises** or any safes or security control apparatus following theft or loss or misuse of physical security keys occurring during the **period of insurance**. However this does apply to the unauthorised modification of any digital or electronic locks.

What is not covered 1. h. 'a virus or hacker.' is deleted.

The following is added to What is not covered:

We will not make any payment for **damage** to, or any loss, cost or expense arising in respect of any item of **computer or digital technology** which is directly caused by:

- a. a cyber attack or fear or threat of a cyber attack;
- b. a hacker or fear or threat of a hacker; or
- c. its digital connectivity to any other item of **computer or digital technology** which has been directly affected by a **cyber attack** or **hacker**.

**We** will however cover any other **damage**, loss, cost or expense insured under this section which is caused by the **cyber attack** or **hacker**.

We will not make any payment for **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a **computer or digital technology error**.

**We** will not make any payment for loss or **damage** due to **your** parting with title or possession of **property** or rights to **property** prior to receiving payment in full.

**We** will not make any payment for loss arising from any electronic, online or crypto currency, including Bitcoin.

# **Business interruption clauses in full**

#### Clause 6731.0

# Removal of cover: cyber claims and losses

Where applicable:

- 1. Special definitions for this section, Cyber attack is deleted.
- 2. What is covered, Cyber attack and What is covered, Additional cover, Hacker damage, are deleted.

The following is added to What is not covered:

**We** will not make any payment for any interruption to **your activities** or for any loss, cost, payment or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:

a. cyber attack;



#### b. hacker;

#### c. computer or digital technology error;

- d. any fear or threat of a. or c. above; or
- e. any action taken in controlling, preventing, supressing, responding or in any way relating to a. to d. above.

#### However:

- i. this exclusion does not apply to **What is covered**, Financial losses from insured damage; and
- ii. exclusion c. above does not apply to What is covered, Equipment Breakdown.

These amendments i. and ii. above only apply where the applicable insuring clause is incorporated into the Property – Business interruption section of **your policy**.

#### Clause 6820.0

#### Amended definition: income

Special definitions for this section, Income, is amended to read as follows:

#### Income

The total income from your **activities** carried out from **your insured location**. This does not include precept income.

#### Clause

#### 6350.1

#### Floating amount insured (Business interruption)

The cover under this section applies to all locations occupied by **you** in connection with **your activities** within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland. The **amount insured** is the most **we** will pay in total for each interruption to **your activities** however many locations are affected.

# Employers' liability clauses in full

### Clause

## 3121.0

# Employers Liability Tracing Office (ELTO) – mandatory information required

**You** must provide **us** with the following information for this section of the **policy** for each entity insured under this section of the **policy**:

- 1. Employer name; and
- 2. Full address of employer including postcode; and
- 3. HMRC Employer Reference Number (ERN).

If any insured entity does not have an ERN, you must provide us with one of the following reasons:

- a. The entity has no employees; or
- All staff employed earn below the current Pay As You Earn (PAYE) threshold;

or

c. The entity is not registered in England, Wales, Scotland or Northern Ireland. **You** must inform **us** immediately of any changes to the above information.

#### Clause

6734.0

# Confirmation of cover: cyber claims

The following is added to What is covered:

Cyber claims

**We** will pay for any claim that is otherwise covered under this section, where such claim arises from a cyber attack, hack or other computer or cyber-related incident.

#### Public and products liability clauses in full

# Clause

6080.0

# Firework and bonfire condition endorsement

The following applies to the whole of this **policy** and is a condition precedent to **our** liability.

We will not make any payment under this insurance unless you comply with all of the



requirements below.

Whenever you are responsible for any firework or bonfire displays at the insured location, you must ensure that:

- there is a written risk assessment in place for the proposed event; and
- 2. the fire brigade have been notified of the details of the event at least seven days before the event is due to take place; and
- 3. the relevant local authorities have been notified and permission for the event granted and you must also ensure that any requirements from the authorities are fully complied with; and
- 4. all manufacturers' guidelines in respect of the storage and use of fireworks and sparklers are strictly adhered to; and
- 5. fireworks are purchased from a reputable supplier and are not modified in any way; and
- 6. all employees or volunteers have received appropriate training (which is recorded in writing) and are aware of the safety procedures for the event; and
- 7. there is appropriate first aid presence on site, in line with the risk assessment document; and
- 8 appropriate fire extinguishing equipment is available at the event and employees and volunteers have been instructed in the safe operation and use of such equipment; and
- all members of the public are kept at least 25 metres from both the display 9. area and any bonfire itself behind appropriate safety fencing; and
- 10. any bonfire is kept at least 25 metres away from the firework display area and is not located within five metres of any trees, fencing or other combustible material: and
- 11. any bonfire is kept at least 75 metres away from any premises, car park or storage of any flammable or dangerous material; and
- there will be no use of accelerants or other flammables on any bonfire; and 12.
- an appropriate check is made of the weather conditions prior to the event 13. going live, and if appropriate a check is made with the fire brigade as to whether to continue with the event; and
- 14. at the end of the display, a thorough check is undertaken (which is recorded in writing) of the area to ensure that no potential fire hazards remain. Any bonfire area must be doused in water.

We will not make any payment for any claim or loss arising from firework or bonfire displays unless all of the above criteria have been fully complied with.

Clause

# Removal of cover: cyber claims

The following are added to Special definitions for this section:

# Computer or digital technology

Any programs, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-ofthings devices, email system, intranet, extranet, website or cloud computing services.

# Computer or digital technology error

Any negligent act, error or omission by anyone in the:

- 1. creation, handling, entry, modification or maintenance of; or
- 2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of any computer or digital technology.

## Cyber attack

Any digital attack or interference, whether by a hacker or otherwise, designed to:

- 1. gain access to;
- 2. extract information from;
- 3. disrupt access to or the operation of; or
- 4. cause damage to, any data or computer or digital technology, including but not limited to any:
- a. programs designed to damage, disrupt, extract data from, or gain access to any



data or **computer or digital technology** including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or

b. denial of service attack or distributed denial of service attack.

#### Hacker

Anyone, including an employee of **yours**, who gains unauthorised access to or unauthorised use of any:

- 1. computer or digital technology; or
- 2. data held electronically by you or on your behalf.

#### Personal data

Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.

The following is added to What is not covered:

Cyber incidents

**We** will not make any payment for any claim or part of a claim or loss directly or indirectly due to any:

- a. cyber attack;
- b. hacker;
- c. computer or digital technology error;
- d. any fear or threat of a. to b. above; or
- e. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to d. above.

Personal data

**We** will not make any payment for any claim or part of a claim or loss directly or indirectly due to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to **personal data**.

#### Officials indemnity clauses in Full

Clause 705.4 Prior & pending litigation date

Prior & pending litigation date 01/10/2022

Clause 3215.0 Amendment of cover: cyber claims (DO)
The following are added to Special definitions for this section:

#### Computer or digital technology

Any **programs**, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

#### Computer or digital technology error

Any negligent act, error or omission by anyone in the:

- 1. creation, handling, entry, modification or maintenance of; or
- 2. on-going operation, maintenance (including but not limited to installation,



upgrading or patching) or development of any computer or digital technology.

#### Cyber attack

Any digital attack or interference, whether by a hacker or otherwise, designed to:

- 1. gain access to;
- 2. extract information from;
- 3. disrupt access to or the operation of; or
- 4. cause damage to, any data or **computer or digital technology**, including but not limited to any:
- a. **programs** designed to damage, disrupt, extract data from, or gain access to any data or **computer or digital technology** including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
- b. denial of service attack or distributed denial of service attack.

#### Data subject

Any natural person who is the subject of personal data.

#### Hacker

Anyone, including an employee of **yours**, who gains unauthorised access to or unauthorised use of any:

- computer or digital technology; or
- 2. data held electronically by you or on your behalf.

# Personal data

Any information about an individually identifiable natural person, including but not limited to such information protected by the Data Protection Act 2018 or the General Data Protection Regulation (EU) 2016/679, including any similar or successor legislation or regulation.

#### Social engineering communication

Any request directed to you or someone on your behalf by a person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property that such person or third-party is not entitled to.

The following is added to What is covered:

# Additional cover

Loss of data resulting from a cyber incident

We will pay on behalf of any insured person the loss arising from a claim against that insured person, including any claim by any data subjects relating to personal data, where any such claim is based upon, attributable to or arising from any loss or misuse of data as a direct result of a cyber attack, a hacker or that insured person's own unintentional error. We will not cover defence costs in relation to such claims.

The following is added to What is not covered:

**We** will not make any payment for any **claim, loss or investigation** based upon, attributable to or arising out of any:

- a. cyber attack;
- b. hacker;
- c. computer or digital technology error;



- d. social engineering communication; or
- e. claims by any data subjects relating to personal data arising from a. to d. above.

This exclusion does not apply to any claim:

- i. covered under What is covered, Additional cover, Loss of data resulting from a cyber incident; or
- ii. brought by you, any shareholder or creditor of **yours** or any **insured person**, directly due to the **insured person's** management of or response to a. to d. above.

Where a **claim** is covered under i. and ii. above, **we** will treat the **claim** as covered under i. **We** will not cover **defence costs** in relation to such **claims**.

The following is added to **How much we will pay**:

The most **we** will pay under **What is covered**, **Additional cover**, Loss of data resulting from a cyber incident, is the lesser of:

- 1. £250,000; or
- 2. the overall limit of indemnity shown on the schedule,

for the total of all such **claims** and **losses**, including **defence costs**, regardless of the number of **claims** or **losses**. This is included within, and not in addition to, the overall limit of indemnity shown in the schedule.

#### Clause 3216.0

## Amendment of cover: breach of professional duty (DO)

What is not covered, Breach of professional duty, is amended to read as follows:

Breach of duty to customers

**We** will not make any payment for any **claim, loss or investigation** where any **claim** is brought by your client or customer and which arises directly out of any breach of duty by any person in the provision of products or services to that client or customer. This exclusion does not apply to:

- a. **legal representation costs** or any insurable civil fines or penalties associated with an investigation resulting from the **claim**;
- b. any health and safety/manslaughter claim; or
- c. a **claim** by any of **your** shareholders including any shareholder derivative proceedings in **your** name without your or any **insured person's** voluntary solicitation, assistance or participation arising from any actual or alleged failure to supervise the performance of any professional services.

#### Commercial legal protection (DAS) clauses in full

Clause

524.0

Commercial legal protection

Legal Expenses - cover for up to £100,000 DAS legal advice line: Tel. 0117 933 0626

Please quote policy reference TS5/5997087 in all correspondence

For the purpose of Commercial Legal Protection, **We/Our** means DAS Legal Expenses Insurance Company Limited, who provide the cover and manage all claims

under that section.

#### **Crisis containment: endorsements**

Clause

6752.0

# Amendment of cover: cyber claims and losses

The following are added to **Special definitions for this section**:

# Computer or digital technology

Any **programs**, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-



things devices, email system, intranet, extranet, website or cloud computing services.

# Computer or digital technology error

Any negligent act, error or omission by anyone in the:

- 1. creation, handling, entry, modification or maintenance of; or
- 2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of any **computer or digital technology**.

#### Cyber attack

Any digital attack or interference, whether by a hacker or otherwise, designed to:

- 1. gain access to;
- 2. extract information from;
- 3. disrupt access to or the operation of; or
- 4. cause damage to, any data or **computer or digital technology**, including but not limited to any:
- a. **programs** designed to damage, disrupt, extract data from, or gain access to any data or **computer or digital technology** including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
- b. denial of service attack or distributed denial of service attack.

#### Hacker

Anyone, including an employee of **yours**, who gains unauthorised access to or unauthorised use of any:

- 1. computer or digital technology; or
- 2. data held electronically by you or on your behalf.

The following is added to What is not covered:

Cyber incidents

**We** will not make any payment for any claim or part of a claim or loss directly or indirectly due to any:

- a. cyber attack;
- b. hacker;
- c. computer or digital technology error;
- d. any fear or threat of a. to b. above; or
- e. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to d. above.

Mental anguish and distress

**We** will not make any payment for any injury or illness resulting from mental anguish or distress.

# Crisis containment: endorsements

#### Clause 9003.0 Crisis containment provider: Hill & Knowlton

Crisis line contact number (24 hours): +44 (0)800 8402783 / +44 (0)1206 711796

Crisis containment provider: Hill & Knowlton

This contact number will go through to us during working hours, and will go directly



to Hill & Knowlton outside of these hours.

If **you** first become aware of a **crisis** outside of **working hours**, **you** must notify **us** of the **crisis** as soon as possible within **working hours** by telephoning +44 (0)800 8402783 or +44 (0)1206 711796.



### Clauses - applicable to the whole policy

#### Clause

#### 6727.0

#### Additional definition: cyber

The following are added to the Property definitions. These amendments only apply to the Property definitions where the Property definitions are incorporated into the Property sections of **your policy**:

#### Computer or digital technology

Any **programs**, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

#### Computer or digital technology error

Any negligent act, error or omission by anyone in the:

- 1. creation, handling, entry, modification or maintenance of; or
- 2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of any **computer or digital technology**.

#### Cyber attack

Any digital attack or interference, whether by a hacker or otherwise, designed to:

- 1. gain access to:
- 2. extract information from;
- 3. disrupt access to or the operation of; or
- 4. cause damage to, any data or **computer or digital technology**, including but not limited to any:
- a. **programs** designed to damage, disrupt, extract data from, or gain access to any data or **computer or digital technology** including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
- b. denial of service attack or distributed denial of service attack.

#### Hacker

Anyone, including an employee of **yours**, who gains unauthorised access to or unauthorised use of any:

- 1. computer or digital technology; or
- 2. data held electronically by you or on your behalf.

#### Program(s)

A set of instructions in a computer language which tells a computer how to process data or interact with ancillary equipment, systems or devices.

# Clause

603.1

# Commercial assistance & legal advice helpline

This policy gives you access to a legal advice helpline to assist in the day-to-day running of your business.

This helpline is available 24 hours a day, 7 days a week and will ensure you have the best advice when your business is facing legal issues at home or abroad on issues such as:

- Employment
- Prosecutions
- Discrimination in the workplace
- Health & safety
- European law



Helpline number: 44 (0)800 840 2269

Helpline hours: 24 hours a day, 7 days a week

This helpline is provided by DAS Legal Expenses Insurance Company Ltd. as a

service for eligible Hiscox policyholders.

Clause 999.0 Long Term Agreement

#### Long term agreement

As used in this endorsement:

a. Long term agreement shall mean an agreement between you and us for a period of three years. For the duration of the agreement we agree to leave unchanged your annual premium rates and policy details. In return, you agree to renew with us each year for the duration of the agreement.

- b. Annual renewal date shall mean the following date: 30/09/2025
- c. Claims payments and costs shall mean the total of all:
  - i. claims and losses paid; and
  - ii. legal costs and expenses incurred; and
  - iii. new reserves and increases in reserves, during the preceding 12 months.
- d. Income shall mean the total of the gross premiums and any additional premiums, net of any returned premiums for the policy during the preceding 12 months. We and you agree that this policy is subject to a long term agreement beginning on 01/10/2022 and ending on 30/09/2025, provided that:
  - 1. at each annual renewal date the total of all claims payments and costs does not exceed 40% of the income;
  - 2. there are no changes to the material facts concerning your policy; and there are no changes to Insurance Premium Tax during the period of the long term agreement

Clause 7789.0 Additional Benefit: The Hiscox Risk Academy

The Hiscox Risk Academy provides an interactive learning and information management system and assessment centre for you and your employees to help you better manage risks and minimise disruption to your business. The Academy allows you to manage, track and deliver training and assessments in a simple online environment. The interactive training is tailored to the needs of your business and covers topics including fire safety, slips, trips and falls as well as mental health awareness. The editable documents and templates allow you to identify and monitor risks in your own workplace. This service is provided as a complimentary part of your policy with Hiscox and can be accessed by registering at riskacademy.hiscox.co.uk



#### **INFORMATION ABOUT US**

This policy is underwritten by Hiscox Underwriting Limited on behalf of the insurers listed below.

Name Hiscox Underwriting Limited

Registered address 22 Bishopsgate, London, EC2N 4BQ, United Kingdom

Company registration Registered in England number 02372789

Status Authorised and regulated by the Financial Conduct Authority

#### **Insurers**

These insurers provide cover as specified in each section of the schedule.

Name Hiscox Underwriting Limited

Registered address 1 Great St. Helens

London EC3A 6HX United Kingdom

Company registration Registered in England number 00070234

Status Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct

Authority and Prudential Regulation Authority

Name DAS Legal Expenses Insurance Company Limited

Registered address DAS House, Quay Side, Temple Back

Bristol BS1 6NH United Kingdom

Company registration Registered in England number 00103274

Status Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct

Authority and the Prudential Regulation Authority

Broker Name Arthur J. Gallagher Insurance Brokers Limited

Registered address Spectrum Building

7<sup>th</sup> Floor

55 Blythswood Street

Glasgow G2 7AT

Company registration Registered in Scotland. Company Number SC108909

Status Authorised and regulated by the Financial Conduct Authority

# **WSCC**

- My attendance at formal WSCC meetings and committees:
  - I shall be on holiday 12<sup>th</sup> 19<sup>th</sup> September. I shall therefore miss the next meeting of the CHESC on 16<sup>th</sup> Sept. Agenda and other details can be found here <u>Agenda for Communities</u>, <u>Highways and Environment Scrutiny Committee on Monday</u>, 16
     <u>September 2024</u>, 10.30 am (moderngov.co.uk). Cllr Tom Richardson of Rother Valley will be my substitute at that meeting <u>Details West Sussex County Council</u>.
  - The next Full Council meeting will be on Friday 18<sup>th</sup> October. The agenda, when available, may be found here <u>Agenda for County Council on Friday</u>, 18 October 2024, 10.30 am (moderngov.co.uk).
- I am acting as Advisor to the Cabinet Member for Children, Young People, Learning and Skills in relation to safeguarding children in education.
  - A specific area of focus in this work has been the advice WSCC is able to offer to parents, children and schools and other stakeholders in the light of:
    - The Final Report and recommendations of the Cass Review regarding gender identity services for children and young people and the implications of the Cass report for schools
    - Evolving guidance, including 'Keeping children safe in education 2024
       Statutory guidance for schools and colleges' <u>Keeping children safe in education 2024</u> (<u>publishing.service.gov.uk</u>) which includes changes to the guidance on this topic
  - I have made recommendations regarding WSCC policy and practice which is currently under discussion with members of WSCC Cabinet and senior officers.
- I am participating in an Executive Task and Finish Group under the Cabinet Member for Environment and Climate Change to review WSCC's Local Flood Risk Management Strategy.
  - The County Council, as the Lead Local Flood Authority (LLFA), is required to prepare and maintain a Local Flood Risk Management Strategy (LFRMS), which is a statutory document to address flood and coastal erosion risk management.
  - The current LFRMS is being reviewed and the Cabinet Member for Environment and Climate Change has established an Executive Task and Finish Group (TFG) to provide advice during preparation of the revised strategy.
  - I was asked to participate, given Pulborough's experience of severe weather and flooding events and my professional experience in working with consulting civil engineers developing flood management strategies and flood defences.
  - The second meeting of the LFRMS TFG Friday 20<sup>th</sup> March.
- The WSCC Forward Plan of key decisions can be found here: <u>Browse Plan Forward Plan, 2024 (moderngov.co.uk)</u>.
  - Key decisions are those which involve spending or savings of £500,000 or more, or which will have a significant effect on communities in two or more electoral divisions. They are taken by the County Council, Cabinet, Cabinet Members and officers.
  - Published decisions can be accessed on WSCC's Decisions page , 30 April 2024 14
     May 2024 (moderngov.co.uk).
  - Sign up at <u>West Sussex County Council (govdelivery.com)</u> to receive the Forward Plan email.
- Information on the WSCC budget for 2024/25 can be found here: <u>Budget 2024/25 West</u> Sussex County Council
- The calendar of WSCC meetings for 2024/25 can be found here: <u>Calendar for 2024/25</u> (<u>moderngov.co.uk</u>)
- You can Sign up to receive full Council email alerts (opens in new window)

# Division wide

- The status of the A29 at Church Hill remains unchanged: WSCC continues to pursue legal redress to gain access to the embankments. As soon as I have news, I will share it.
- PCs seeking to pursue traffic calming measures, including speed reductions, may wish to liaise with neighbouring PCs that have successfully pursued/are pursuing TROs and CHSs for traffic calming (Storrington A283, West Chiltington B2133, Thakeham B2139).

# Case work & local engagement

## Coldwaltham

- Ongoing:
  - Outstanding CIL payments to be pursued through HDC. I have spoken to Cllr Paul Clarke, HDC and PPC.
  - On 11 August 2023 I requested that the entire length of the footpath running from Coldwaltham to Pulborough along the A29 be inspected and cleared. I continue to seek clarification regarding:
    - Which section(s) of the footway from Coldwaltham to Pulborough have been included in the proposed clearance work.
    - Why this work has taken so long to schedule.

# Pulborough

- New:
  - The next meeting of PTIWG is scheduled 23<sup>rd</sup> Sept. Cllr Paul Clark will update the PC on progress.
  - Blackgate Lane, Pulborough.
    - Mrs Carol Houston, a resident, has requested that 'slow' markings on the A29 at Blackgate Lane, which have faded, are reinstated "We used to have a slow sign painted on the road up from Pulborough near to the post sign for the both lanes either side.... Traffic coming north can see us but we cannot see them." Residents report difficulty and anxiety emerging onto the A29 from Blackgate Lane as traffic has a tendency to speed there and they would like a sign to remind traffic to slow down at the junction. I have raised this on 'Members Highways' email as you suggested."
    - Response to me from WSCC Highways 14<sup>th</sup> August: "A job has been raised and added to our spreadsheet for consideration. All lining jobs are prioritised on our Police recorded incidents mapping and given a score. When funding is available, we prioritise by safety and the top scoring jobs in the system will be released to the contractor. Because of this, I am unable to supply a date for potential implementation."
  - I have advised Mrs Houston and will keep this on my 'watch list'.
- Ongoing:
  - Stream Lane, Pulborough. Job ref. 70209775 has been raised for execution in October to repair the road near Stream Cottage.
    - I was advised on 13<sup>th</sup> August "This job is schedule for 13/09/24 and does not include the retaining wall adjacent to the stream. This is just for carriageway patching which is 86sqm."
    - I have raised again the issue of repairs to the retaining wall.
  - Broomers Hill Lane reported localised flooding. Investigation work is complete.
     Pipe works will be replaced in due course. Date tbc.

## Thakeham

- Ongoing:
  - A meeting with WSCC Highways to discuss an integrated transport plan for Thakeham, similar to the plan developed for Pulborough has been held. TPC to advise the outcome.
  - Vegetation cutback still to be done. I've requested details from the Clerk so I can share with the WSCC person who schedules this work.

# West Chiltington

- Ongoing
  - Following a number of emails from parents in WC whose children will be attending
     The Weald in years 7 and 8 who do not qualify for a free bus seat and who have not been allocated a concessionary seat due to lack of availability.
    - I advised residents of the current WSCC policy:
      - School transport is provided if a child "attends the catchment or nearest suitable school to their home".
      - Due to reasons of geography, this policy means that children in West Chiltington who attend The Weald are eligible for a school bus seat from year 9 but not years 7 and 8.
    - I have raised with WSCC the impact on WSCC parents and children of the current policy.
    - Further concessionary bus places have been made available for the new school term but not all children in WC adversely affected by the policy have been accommodated.
    - I have been told that a review of policy will be done. In the meantime, I will discuss this with the Cabinet Member for CYPLS is underway.
  - Stream Lane, West Chiltington.
    - Job ref. 70209783 has been raised for permanent patching to the damaged area near the junction with The Hollows. I have asked for confirmation when this will be done.
    - I was told on 13<sup>th</sup> August: "Due to this being over 220sqm this goes through another work stream and currently has no set date and will continue to be monitored through our cyclical inspections for safety defects." I will keep this on my 'watch list' and press for improvement.
    - I understand that faulty pipework causing localised flooding has been repaired although water is still pooling at this point. I have asked for confirmation about what work was done. TBC.
  - Mr D Carpenter asked for my support re. flooding at Broadford Bridge Road. I have raised this again with WSCC Highways and am still seeking a site visit.

Link to the MPs website: News | Andrew Griffith

# Glossarv

BPG	Business Planning Group
CHESC	Communities, Highways and Environment Scrutiny Committee
CHS	Community highways scheme e.g. traffic calming features, town/village centre
	enhancements, cycling facilities and small scale junction improvements
CYPLS	Children, Young People, Learning and Skills
LFRMS	Local Flood Risk Management Strategy
LLFA	Lead Local Flood Authority
PC	Parish Council/Parish Councillor

PROW Public Right of Way

PTIWG Pulborough Transport and Infrastructure Working Group

RAAC Regulation Audit and Accounts Committee

TFG Task and Finish Group – a working party to consider a specific issue

TRO Traffic regulation order. Measures to restrict or prohibit the use of the highway

network, in line with The Road Traffic Regulation Act 1984 e.g. speed limits, line

painting

WC West Chiltington