

Local Government Act 1972 Whalley Parish Council

Members of the Council, you are summoned to a Meeting of the Parish Council to be held on Thursday 16th May 2024 in the Calder Room, Whalley Old Grammar School at 7.30pm Signed: *EKHaworth* Liz Haworth - Clerk & Responsible Finance Officer

Agenda

Agenda items should be submitted to the Clerk seven clear days before the meeting. The Clerk will forward Councillors, all relevant information and supporting documents, 3 clear days before the meeting.

1.	Attendance & Apologies	
	To record attendance and to receive apologies for absence.	
2.	Declaration of Interests	
	To receive declarations of disclosable pecuniary, other registrable and non registrable interests in items for discussion on the agenda.	
3.	To Approve the Minutes of the Previous Parish Council Meeting	
	To approve and confirm the accuracy of the Minutes of the meeting held Thursday 18 th April 2024.	
4.	To Receive the Minutes of other Committees/Meetings	
	To receive the minutes of 4.1 Planning Committee Thursday 18 th April 2024. 4.2 Parish Annual Meeting Thursday 2 nd May 2024.	
5.	To Adjourn the Meeting for Public Discussion	
	To adjourn for members of the public wishing to speak at the meeting in respect of items on the agenda or to update on relevant village matters. (5 mins per person)	
6.	Partnership Meetings	
	To receive reports from Borough/County Councillors and partnership meetings Councillors have attended which impact on the Parish e.g., LCC, RVBC, Parish Liaison, Police Partnership meeting updates.	
7.	Speeding Awareness Initiative/Joint Working Group	
	To receive an update on speed awareness/prevention measures.	JT
8.	Planning Permission Whalley Sports Park	
	To receive an update on the preparation of the planning application for the Sports Park and funding.	JS

9.	Ribble Valley Borough Council Golden Jubilee Fund	
	To discuss the £1m of funding that has been made available throughout the	
	Ribble Valley. A £125k funding pot of which has been provisionally allocated	
	to Whalley, Billington & Barrow.	
10.	Bench Update	
	To receive an update on bench matters.	
11.	WPC Training & Development Policy	
	To consider, agree and adopt the Parish Councils Training & Development	
	Policy.	
12.	Councillor Training	
	To identify any training needs and approve any required training courses.	
13.	Whalley Parish Council Insurance	
	To consider and approve the renewal of the insurance policy. (Schedule	
	attached.) Payment of Clear Councils Insurance for 2024/2025 @£1,382.48.	
	(£209.72 increase £1,172.76 2023/2024)	
14.	Audit Report by AER Accountants	
14.		
	To approve the Internal Audit AGAR report 2023/2024 by AER Accountants.	
15.	Period for Exercise of Public Rights	
13.		
	To approve the period for exercise of Public Rights and publication of Unaudited Annual Governance and Accountability Return set from Monday 3	
	June 2024 – Friday 12 July 2024.	
16.	Section 1 of the Annual Government and Accountability Statement for	
	2023/2024.	
	To approve Section 1 of the Annual Government and Accountability	
	Statement for 2023/2024.	
17	Castion 2 of the Annual Covernment and Assessmetchility Statement for	
17.	Section 2 of the Annual Government and Accountability Statement for 2023/2024.	
	17.1 To approve Section 2 of the Annual Government and Accountability	
	Statement for 2023/2024 with Chairman to sign confirming the Accounting	
	Statement at the meeting.	
	17.2 Review Bank Reconciliation Statement 2023/24 attached.	
	17.3 Review Explanation of Variances attached.	
18.	Monthly Financial Report	
	To Authorise Accounts, Payments, Receipts & Balances for May 2024.	
10	Demoste hu Cline & Clark of INFORMATION only. Not fay dehate	
19.	Reports by Clirs & Clerk as INFORMATION only – Not for debate	
	Items arisen, correspondence received since the last meeting for information	Emailed to
	only, that may result in future agenda item.	Cllrs.
	Rural Bulletins	

	 RAG Updates Trading Standards/Consumer Alerts 	
	RVBC Updates	
	 Neighbourhood/Stay In The Know updates/Crime Figures 	
	Calderstones Cemetery	
	• PNFS	
	License Representation	
	Co-op frontage	
	OGS Grass Cutting Contract	
	 TTRO Street Works, Old Langho, & Whalley Clitheroe Bypass, Billington 	
20.	Next Meeting Date	
	To approve the next meeting date of Thursday 20 th June 2024 at 7.30pm to be	
	held at Whalley Old Grammar School.	

Agenda Item 3 (5 Pages)



Local Government Act 1972 Whalley Parish Council

Members of the Council, you are summoned to a Meeting of the Parish Council to be held on Thursday 18th April 2024 in the Calder Room, Whalley Old Grammar School at 7.30pm Signed: EKHaworth Liz Haworth - Clerk & Responsible Finance Officer

Minutes

Agenda items should be submitted to the Clerk seven clear days before the meeting. The Clerk will forward Councillors, all relevant information and supporting documents, 3 clear days before the meeting.

1.	Attendance & Apologies	
	Present: Cllr Allen, Cllr Ball, Cllr Brown, Cllr Carlton, Cllr Highton (Chairman), Cllr	2463/24
	Mirfin, Cllr Smith, Cllr Threlfall, Cllr Vickers.	
	In Attendance: Liz Haworth, Clerk, Borough Cllr Atherton, Borough Cllr Hindle, 7	
	members of the public.	
2.	Declaration of Interests	
	There were no declarations of disclosable pecuniary, other registrable and	2464/24
	non registrable interests in items for discussion on the agenda.	
3.	To Approve the Minutes of the Previous Parish Council Meetings	
	It was resolved to approve and confirm the accuracy of the Minutes of the	2465/24
	meeting held Thursday 21 st March 2024.	
4.	To Receive the Minutes of other Committees	
	It was resolved to receive the minutes of	2466/24
	4.1 The Churchyard Committee 3 rd August 2023	
	4.2 Planning Committee Thursday 21 st March 2024.	
	4.3 WWBJBC Meeting 10 th January 2024.	
5.	To Adjourn the Meeting for Public Discussion	
	The meeting was adjourned for members of the public wishing to speak at the	
	meeting in respect of items on the agenda or to update on relevant village	
	matters. (5 mins per person)	
	Residents of Wiswell Lane commented on the danger of lack of pavement,	2467/24
	street lighting, and speeding vehicles. The 20mph sign outside of Oakhill school	
	was also discussed as to whether the 20mph sign could be extended to cover	
	the full school hours of appx 7.30am-6pm.	
		2468/24

The planning in respect of Accrington Road and a public carpark was discussed. This has not yet been decided, but the Parish Council has already agreed to accept ownership and responsibility of the carpark should it come to fruition. Cllr Mirfin announced an important advance notice of a public meeting to be	2469/24
held by Whalley & Billington Flood Action Group (W & B FLAG) at Whalley Primary School Hall on Thursday 23 May. Please feel free to arrive from	
 6:40pm for a prompt 7:00pm start. Agenda to follow but to discuss Environmental Agency failure to support the Village flooding since 2015. Train station – no strikes planned. Driver training is taking place on Dales Rail. Planting is to commence this month 	2470/24
Partnership Meetings	
To receive reports from Borough/County Councillors and partnership meetings Councillors have attended which impact on the Parish e.g., LCC, RVBC, Parish Liaison, Police Partnership meeting updates.	
Borough Cllr Hindle informed the Parish Council of a Golden Jubilee Fund to acknowledge the 50 th Anniversary of the creation of the Ribble Valley Borough Council. £1m of funding is available throughout the Ribble Valley. A £125k funding pot has been provisionally allocated to Whalley, Billington & Barrow. Borough Councillors have been tasked with providing funding to projects with longevity to acknowledge the RVBC and have asked for ideas to be forwarded to Cllr Hindle before the end of April 2024. A few suggestions for the village were CCTV, Children Play Equipment, Church Bells, Electric Charging Points, Revamp of War Memorial area, Whalley Community Sports Hall.	2471/24
There is also an initiative to commemorate this milestone and the Council would like to plant 50 Redwood trees across the borough. RVBC will provide one redwood tree per parish for planting on land owned either by the parish council or RVBC.	2472/24
80 th Anniversary of D Day. Clitheroe are lighting a beacon. Consideration of a suitable location in/around Whalley was discussed. WPC have said that they will support village organisations with any planned commemorations.	2473/24
Borough Councillor John Atherton commented that as part of the £1m for the RVBC 50 th Funding, as the funding must go through the Parish Councils, it could support locals with their ideas of social days, farmers market, open gardens project and recommends contact via the Parish Council.	2474/24
Cllr Threlfall & Highton reported that the Parish Liaison meeting covered the above-mentioned anniversary initiatives, and Community Safety Projects, LEVI Pilot funding and Ribble Valley in Bloom grants and that Ribblesdale Pool has been assessed as being in good order but with outdated systems.	2475/24
	 6:40pm for a prompt 7:00pm start. Agenda to follow but to discuss Environmental Agency failure to support the Village flooding since 2015. Train station – no strikes planned. Driver training is taking place on Dales Rail. Planting is to commence this month. Partnership Meetings To receive reports from Borough/County Councillors and partnership meetings Councillors have attended which impact on the Parish e.g., LCC, RVBC, Parish Liaison, Police Partnership meeting updates. Borough Cllr Hindle informed the Parish Council of a Golden Jubilee Fund to acknowledge the 50th Anniversary of the creation of the Ribble Valley Borough Council. £1m of funding is available throughout the Ribble Valley. A £125k funding pot has been provisionally allocated to Whalley, Billington & Barrow. Borough Councillors have been tasked with providing funding to projects with longevity to acknowledge the RVBC and have asked for ideas to be forwarded to Cllr Hindle before the end of April 2024. A few suggestions for the village were CCTV, Children Play Equipment, Church Bells, Electric Charging Points, Revamp of War Memorial area, Whalley Community Sports Hall. There is also an initiative to commemorate this milestone and the Council would like to plant 50 Redwood trees across the borough. RVBC will provide one redwood tree per parish for planting on land owned either by the parish council or RVBC. 80th Anniversary of D Day. Clitheroe are lighting a beacon. Consideration of a suitable location in/around Whalley was discussed. WPC have said that they will support village organisations with any planned commemorations. Borough Councillor John Atherton commented that as part of the £1m for the RVBC 50th Funding, as the funding must go through the Parish Councils, it could support locals with their ideas of social days, farmers market, open gardens project and recommends contact via the Parish Liaison meeting covered the above-mentioned anniversary i

7.	Speeding Awareness Initiative/Joint Working Group	
	Cllr Threlfall reported on the SpID installed on Clitheroe Road from 28/3/2024- 10/4/2024. Reports are available on the Parish Council website.	2476/24
	Observations:	
	 The 85th percentile speed is below 30 mph and thus would not be a priority for the Road Safety Partnership. Perhaps not surprisingly, the number of vehicles exceeding the speed limit was highest on Fridays to Sundays, with Sundays the highest. Although the speeds at this point are overall well within the limit, congestion and parking on the stretch from Station Road to Hayhurst Road causes pinch-points which on the one hand reduces speed but could also lead to Road Traffic Accidents. Councillors will be aware that when we met with the Assistant Police and Crime Commissioner, we were advised to collate as much data as we could. 	
	A rolling programme of SpID installations has been contracted throughout the village to monitor vehicle and speed data.	
	The next SpID will be erected on Accrington Road.	
8.	Planning Permission Whalley Sports Park	
	Cllr Smith updated on the preparation of the planning application for the Sports Park and funding.	2477/24
9.	Bench Update	
	Cllr Highton updated on the latest bench audit. Since the bench audit review in 2019, many of the benches have been refurbished or replaced. Vale Gardens and the bus station have 13 benches and the Jessica Lofthouse benches have been replaced to maintain safety and standards. Six new benches have been installed this year and there are up to four replacements planned in this year's budget 2024-25. Cllr Mirfin commented on the poor state of the benches in Riddings Lane and these are to be investigated for consideration.	2478/24
10.	OGS Lawns	
	It was resolved that the Parish Council would support the cost of cutting the OGS lawns up to a cost of £70 per month from May – October 2024, on a reviewable contract basis. Clerk to liaise with OGS and contact grounds maintenance contractor and implement contract.	2479/24
11.	Community Noticeboard Policy	
	It was resolved to adopt the Community Noticeboard Policy.	2480/24
12.	Clerks Salary	
	It was resolved to review the clerk's salary hours from 16.6 hours a week to 20.6 hours per week and to agree the annual increment of the Clerks salary from scale point 19 to 20 as of 1/4/2024.	2481/24
1		1

	Mon	thly Financ	cial Report								
	lt wa	s resolved	to Authorise A	Accounts, Paym	ents, R	eceip	ts &	Balanc	es for A	April	2482/24
	2024										
	-	rish Council		Cash Book	APRIL 2	024					
	Chq No.	Date inv no.	Payee / Payer	Description							
	12				NW Curr	NW QE2	Skipton	Total	VAT	Net	
					£	£	£	£	£	£	
	BGC	08/04/2024	RVBC	Precept 2020	76,675.00			76,675.00		76,675.00	
	DD Bankline	01/04/2024 22/04/2024	Easy Web E Haworth	Website/Email Services Salary	(90.71) (888.12)			(90.71) (888.12)	(15.12)	(75.59) (888.12)	
	Bankline	22/04/2024	E Haworth	Office Expenses	(58.33)			(58.33)		(58.33)	
	Bankline Bankline	22/04/2024 22/04/2024	HMRC E Haworth	IT£223.40 NI£5.52 ENI£49.55 Reimbursement Norton	(278.47) (94.99)			(278.47) (94.99)	(15.83)	(278.47) (79.16)	
	Bankline Bankline	22/04/2024 22/04/2024	E Haworth E Haworth	Reimbursement Cartridge World	(71.98)			(71.98)	(12.00)	(59.98)	
	Bankline	22/04/2024 1.7E+08		Reimbursement Stationery Vale Gardens Electricity	(18.47) (18.02)			(18.47) (18.02)	(3.08)	(15.39) (18.02)	
	Bankline Bankline	22/04/2024 435 22/04/2024 406	Abbey Gardening Services Ltd Abbey Gardening Services Ltd	Parish Churchyard (March) Vale Gardens (Feb)	(349.20)			(349.20)	(58.20) (67.60)	(291.00) (338.00)	
	Bankline	22/04/2024 1138	Ark Plastics Ltd	Refurbished benches (3)	(405.60) (774.00)			(405.60) (774.00)	(129.00)	(645.00)	
	Bankline Bankline	22/04/2024 JM2559 22/04/2024 25	WEF Altham Parish Council	Room Hire Supply of 8 back plates	(26.00)			(26.00) (440.00)		(26.00)	
	Bankline	22/04/2024 1054	Stately Lighting Ltd	Installation of back plates	(384.00)			(384.00)	(64.00)	(320.00)	
	Bankline	22/04/2024 2425121	LALC	Membership Fees	(653.19)			(653.19)		(653.19)	
			Movement in Month		72,123.92	0.00	0.00	72,123.92	(364.83)	72,488.75	
			Cash Book Balance at START of I	Month	8,803.43	1,095.00	54,819.15	64,717.58			
			Cash Book Balance at END of M	onth	80,927.35	1,095.00	54,819.15	136,841.50			
4.	Repo	rts by Cllr	s & Clerk as IN	FORMATION o	nly – N	lot fo	r deb	ate			
	Items	arisen cor	respondence re	ceived since the	last me	eting	for inf	ormati	on only	that	
			ure agenda item		iust me	cuing		ormati	on only	, chuc	
	-	Rural Bu	•	1.							
	•										
	•	RAG Up									
	•	Trading	Standards/Cons	sumer Alerts							
	•	RV Upda	ates								
	•	Neighbo	ourhood/Stav In	The Know updat	tes/Crin	ne Fig	ures				
	•	-	s Update – JT- C	-	,						
	•		ones Cemetery								
	•	LCCIIr M	lirfin – Press Rel	eases-Bishop of	Blackbu	ırn					
	•	LCCIIr M	lirfin – Flood Re	silience Motion							
	•	LCCIIr M	lirfin – Press Rel	ease - Local Cons	servativ	e Cou	ncillo	rs in W	hallev c	all-	
			ironment Agenc						/ -		
		PNFS	li oliment / Bene	1							
	•	-	.								
	•		Representation	_							2402/24
	•	Email fro	om Cllr Atherto	n re Co-op fronta	ige – W	PC to	write	in supp	ort of		2483/24
		address	ing the poor sta	te of the frontag	e of the	e Co-o	p in W	/halley			
	Cllr Ba	all updated	the Council wit	h plans to improv	ve the C	Church	yard	Path via	a the		2484/24
	Churc	hyard Com	mittee. The ove	rgrown shrubs at	t the bo	ottom	of the	church	nyard ha	ave	- /
		-		proved this area.					-		
				ing and needs ad				0.00			
			LCC & Network	-	an coom	' Б '					
	CIEIK			Nall.							
	CH-V	- I						. C			2485/24
				ial RV LALC comn			-				2.00,2.
				hampion Grant F	-	-					
	availa	ble. Cham	pions Grants car	n be used to fund	l projec	ts tha	t bene	efit the	commu	inity	
	and s	upport a Ch	ampion's area d	of work. Organisa	ations c	an app	oly for	a gran	t from o	one of	
			-	or will decide ho			-	-			
	our C	nampions. a	and the countin								1
		-			grants/	hamn	ion-g	-			
	budge	et. <u>https://v</u>	www.lancashire	.gov.uk/council/g	grants/o	champ	ion-g	-			
	budge	-	www.lancashire		grants/o	champ	ion-g	-			

	Cllr Brown, Cllr Threlfall & Cllr Vickers attended the opening event of the Ribble Room at The Old Grammar School which was a success with the HM Lord Lieutenant of Lancashire Amanda Parker JP in attendance.	2486/24
	Cllr Highton gave an update on WWB Joint Burial Committee.	2487/24
	A discussion was had about the condition of the cemetery at Calderstones and it was felt that the council needed to investigate further.	2488/24
15.	Next Meeting Dates	
	It was resolved to approve the date of the Annual Meeting of the Parish Council on Thursday 16 th May 2024 at 7.00pm followed by the Planning Committee Meeting and then the Ordinary Parish Council Meeting at Whalley Old Grammar School.	2489/24
	Note: Annual Parish Meeting Thursday 2 nd May 2024 - 7pm at The Calder Room, Whalley Old Grammar School.	

The Meeting Closed at 9.40pm

Signed by Chairman:

Date:

Councillor Martin Highton

Agenda Item 4.1 (3 Pages)



Local Government Act 1972 Whalley Parish Council Planning Committee Meeting

Members of the Council, you are summoned to a Meeting of the Parish Council to be held on Thursday 18th April 2024 in the Calder Room, Whalley Old Grammar School at 7.00-7.30pm Signed: EKHaworth Liz Haworth - Clerk & Responsible Finance Officer

Minutes

Agenda items should be submitted to the Clerk seven clear days before the meeting. The Clerk will forward Councillors, all relevant information and supporting documents, 3 clear days before the meeting.

Present: C (Chairman Apologies:	ce & Apologies Ilr Allen, ClIr Ball, ClIr Brown, ClIr Carlton, Cl I), ClIr Vickers.	lr Highton, C	llr Mirfin, Cllr Threlfall	128/24			
(Chairman Apologies:), Cllr Vickers.	Ir Highton, C	llr Mirfin, Clir Threifall	178/74			
Apologies:							
In Attenda							
	nce: Liz Haworth, Clerk, 2 members of the p	SUBIIC.					
Declaratio	on of Interests						
There wer	e no declarations of disclosable pecuniary,	other registra	able and non-registrable	129/24			
interests i	n items for discussion on the agenda.						
To Approv	e the Minutes of the Previous Meeting						
				130/24			
To review and consider the Planning applications received since March 2024 meeting							
				131/24			
Public Par	ticipation at the discretion of the Chairman	(5 mins per p	person)				
ning App	Location/Proposal	Plan	Comments /Link				
0 11		Officer					
24/0209	21 Lawsonsteads Brookes Lane Whalley	Stephen	https://webportal.ribblevalley	.gov.uk/plan			
•	BB7 9RGApplications for full	Kilmartin	ningApplication/36265				
ved :	consent						
3/2024			Emailed to WPC for Consu	ltation.			
tered :							
3/2024			Noted.				
	rear elevation.						
	interests in To Approv It was reso Thursday 2 To review Planning A Public Par ing App 4/0209 ved : 3/2024	interests in items for discussion on the agenda.To Approve the Minutes of the Previous MeetingIt was resolved to approve and confirm the accuracy ofThursday 21 st March 2024.To review and consider the Planning applications received for consideration attacePlanning Applications received for consideration attacePublic Participation at the discretion of the Chairmaning AppLocation/Proposal4/020921 Lawsonsteads Brookes Lane Whalley BB7 9RGApplications for full consentved : 8/2024Proposed addition of one new window opening (window frame to be timber) to the front elevation and three new conservation style velux rooflights to the	interests in items for discussion on the agenda. To Approve the Minutes of the Previous Meeting It was resolved to approve and confirm the accuracy of the Minute Thursday 21 st March 2024. To review and consider the Planning applications received since I Planning Applications received for consideration attached. Public Participation at the discretion of the Chairman (5 mins per provide the discretion of the chairman (5 mins per provide the discretion of the chairman (5 mins per provide the discretion of the chairman (5 mins per provide the discretion of the chairman (5 mins per provide the discretion of the chairman (5 mins per provide the discretion of the chairman (5 mins per p	To Approve the Minutes of the Previous Meeting It was resolved to approve and confirm the accuracy of the Minutes of the meeting held on Thursday 21 st March 2024. To review and consider the Planning applications received since March 2024 meeting. Planning Applications received for consideration attached. Public Participation at the discretion of the Chairman (5 mins per person) ing App Location/Proposal #4/0209 21 Lawsonsteads Brookes Lane Whalley BB7 9RGApplications for full consent Ved : B7 9RGApplications for full consent Proposed addition of one new window opening (window frame to be timber) to the front elevation and three new conservation style velux rooflights to the			

Planning App	Location/Proposal	Plan Officer	Comments /Link	
3/2024/0201 Received : 12/03/2024	21 Abbots Croft Whalley BB7 9RR Applications for full consent Proposed single-storey extensions to front, side and rear.	Emily Pickup	https://webportal.ribblevalley.gov ningApplication/36257 Emailed to WPC for Consulta	
Registered : 28/03/2024			Noted.	
3/2024/0141 Received : 20/02/2024 Registered : 25/03/2024	39 King Street Whalley BB7 9SP Applications for full consent Proposed change of use from estate agents (Use Class E) to beauty salon (sui generis) and alterations to front elevation.	Stephen Kilmartin	https://webportal.ribblevalley.gov ningApplication/36199 Emailed to WPC for Consulta WPC to request that RV encour- applicant to review the propose elevation appearance to be m keeping with the conservation ar have also noted that LCC have re additional information and a park	tion. age the ed front ore in rea. WPC equested king plan.
3/2024/0120 Received : 13/02/2024 Registered :	White House Bungalow Moreton Park Whalley BB7 9DW Applications for full consent Proposed single-storey extension to side and rear and regularisation of porch to front.	Emily Pickup	https://webportal.ribblevalley.go nningApplication/36178 Emailed to WPC for Consulta	1
02/04/2024			Noted.	
3/2024/0229 Received : 20/03/2024	4 Meadow Close Whalley BB7 9YA Applications for full consent Proposed single-storey extension to rear.		https://webportal.ribblevalley.go nningApplication/36285	
3/2024/0103 Received :	Mullions 16 Wiswell Lane Whalley BB7 9AF Application for tree works	David Hewitt	Noted. https://webportal.ribblevalley.go ningApplication/36161	v.uk/plan
06/02/2024 Registered : 19/03/2024 Committee : 28/03/2024	Remove T1 (Common Beech), T4 (Maple), T5 (Cherry) and T9 (Ash). Prune T3 (Sycamore) to remove hanging dead branch and deadwood. Prune T7 (Horse Chestnut) to reduce canopy by 1.5-2m. Sever Ivy on T8 (Wild Cherry) and allow to die off. Prune trees within G1 to attain 5m clearance over highway and 1m around street lighting and sever Ivy.		Information Only	
	odates/Other			
• Pla The	n re planning / correspondence received sin nning Inspectorate ROW/3322263 e Parish Council are aware of the outcon 		-	132/24
 Decision. 3/2024/0282 14 Church Street Whalley – Noted. To be recorded on May Agenda. 				

6.	Next Meeting Dates	
	It was resolved to approve the date of the next meeting on Thursday 16 th May 2024 at 7pm at	134/24
	Whalley Old Grammar School.	

Meeting Closed at 7.25pm

Signed by Chairman:

Date:

Councillor John Threlfall

Agenda Item 4.2 (6 Pages)



ANNUAL PARISH MEETING THURSDAY 2ND MAY 2024

7.00pm Calder Room, Whalley Old Grammar School Station Road, Whalley

MINUTES

1. Chairmans Welcome

Cllr Highton welcomed everyone to the meeting and thanked them for coming.

2. Whalley Parish Council Chairman's Annual Report 2023-24

I would like welcome everyone to the Annual Parish Meeting.

Whalley PC is made up of 9 councillors; Following the election last year, four councillors were re-elected unopposed and the other four former councillors were co-opted at the Annual Meeting of the Council. The one remaining vacancy was filled by co-opting County Councillor Ged Mirfin. Councillors are volunteers and receive no financial support for the many hours spent working for the village. It was an honour to be re-elected Chairman at last year's Annual Meeting of the Council and I would like to thank my fellow councillors for their support throughout the year.

The council normally hold 11 monthly meetings plus the Annual and Precept meetings. Planning meetings are normally held each month where any planning applications are considered, and comments passed to RVBC. Any objections can only be made on planning grounds. The proposed development off Accrington Road has not appeared on the RVBC agenda yet, and although we appreciate the inclusion of a village car park, we await with interest the views of LCC as the lead flood authority.

I would like to thank our Chairman of the Planning Committee, Councillor John Threlfall for the many hours of preparation prior to these meetings.

A major concern remains about anti-social behaviour which has included drug taking, drinking, general vandalism and verbal abuse when challenged. There have been numerous complaints received from several areas of the village. We hold regular meetings with the police and other interested parties to work towards resolution of these issues.

A further CCTV camera has been installed looking down The Sands to monitor ASB. This has been funded from resources obtained by the Partnership Officer at RVBC and as it cannot be integrated into the RVBC system, has been adopted by the Parish Council.

Some licensed properties have continued to be the centre of anti-social behaviour and we continue to receive complaints regarding their late night and early morning activities from residents. There is an ongoing court case against the main source of these problems. We are disappointed that the police and the licensing department at RVBC are still not addressing this problem. We are also surprised that the Cumulative Impact Assessment is only considered by RVBC if an objection to a licence has been submitted.

Another related problem is the behaviour of Private Hire Taxis particularly on weekend evenings, we have lobbied for enforcement action.

Speeding continues to be an issue on several roads and there has been no success in obtaining enforcement from the Lancashire Safety Partnership. We have installed 9 further SpID mounting plates throughout the village and have a rolling programme of deploying these devices with the help of Altham Parish Council. The results downloaded from these devices give full details of the speed profile and an accurate count of passing vehicles whilst deployed.

Waste bin servicing remains a problem and we are disappointed that RVBC has postponed the introduction of a new agreed regime due to the lack of funding from central government.

Remembrance Day: we have agreed to fund a road closure of King Street so that the traditional march from the Parish Church and the silence at 11am at the War Memorial can take place safely and respectfully.

Churchyard: Whalley is a closed churchyard and is a major responsibility for the Parish Council. The general maintenance contract has continued with Abbey Gardening Services Ltd and I am pleased with the continued improvement of the appearance of the churchyard. Trees and slippery paths continue to be a major problem and need constant attention. We plan to flag a section of the path leading to the lower cemetery area. It is still hoped that a plan can be drawn up for the replacement of the mature trees around the churchyard as they approach the end of their lives but compliance with the requirements of the Diocese and the Borough Council make this process challenging.

Grounds & Gardens: Abbey Gardening Services Ltd continue to make good progress enhancing the environment of the village in two roles, firstly as gardening contractors and also with the contract as lengthsman for the village.

We have installed a further 6 new benches this year, constructed by Ark Plastics from new cast iron ends in the standard style of the refurbished benches in Vale Gardens. Two of these were funded by our Memorial Bench scheme and three replaced life expired benches. We will continue the bench programme by adding at least 4 more of this type this coming year.

The boundary wall of the bus station has been repaired.

I would like to commend the work of the Whalley in Bloom volunteers throughout the village and wish to congratulate them on the three awards from NWiB.

I would also like to commend all the good work for the benefit of the community done by Whalley Lions, particularly the regular litter picking which improves the appearance of the village.

We have provided a full responder's kit including a defibrillator to the local Ribble Valley First Responders and councillors have attended a first aid course including practice in the use of a defibrillator from Councillor Judith Carlton.

The Parish Council continues to use the large cedar tree as a permanent Christmas Tree for the village and the new lights produce an impressive display. The adopted column displays have required further refurbishment, and we continue to arrange and fund the repairs, installation and removal of these Christmas Lights on the lamp standards. We hope to make a further addition to the display this year.

QEII Playing Fields: We have agreed to apply for planning permission for the building of a community sports hall and have commissioned all the technical reports required for this. It was not possible to complete this in time for UKSPF funding but we must complete the planning process before we can apply for alternative funding for the project. We have also improved the access to the MUGA and Green Gym by surfacing the access path with grant support from the LEF. I would like to particularly commend Councillor Jon Smith for his work on the project.

Whalley, Wiswell and Barrow Cemetery: The Burial Committee is now a committee of Whalley Parish Council with representatives from Barrow Parish Council and Wiswell Parish Council. Meetings are held quarterly.

Adam Cottam Trust: The Almshouses are now in good condition following the work supported by the Parish Council and continue to be a valuable provision for the village. I would like to particularly commend Councillor Cliff Ball for his work with the Almshouses Trust.

Old Grammar School: We continue to support the Whalley Education Foundation trustees. The structural alterations and new ladies and pre-school toilet facilities have been completed. Major work has continued with the development of a new room immediately above us and a new extension to the rear of the building.

Concurrent Functions: I am pleased to report that Ribble Valley Borough Council has continued to support the Parish Council with a grant towards expenditure on the lengthsman, burial grounds and parks.

Grant Funding: Increased to 5k this year, primarily made to local groups. The formal application procedure has continued, and all applicants provided the necessary information. However, we were disappointed that many groups in the village did not take advantage of this support from the Parish Council.

King's Coronation: Celebrations and activities throughout the village were supported by the Parish Council.

The Website continues to be the main source of information on the Parish Council and continues to receive compliments on its appearance and functionality.

Parish Council Newsletter: unfortunately, the publishing of another one is still overdue.

All policy and governance documents have been reviewed and updated this year. I would like to thank our Clerk, Liz Haworth for the excellent contribution that she is making to the Parish Council and the support that she has given to me and the council throughout the year. **Issues Going Forward**

Flood Mitigation Measures: Have gone quiet again, we still await details of the Environmental Agency plan, however there is a meeting in 3 weeks!

Car Park: The long stay car park off Accrington Road is still on the development plan for the site.

I look forward to continuing to work for the benefit of the village.

Thank you. Martin Highton

3. Summary Accounts ending 31st March 2024

Prepared by (Name and Role):	Liz Haworth Clerk & RFO	Liz Haworth Clerk & RFO					
Date:	29/04/2024						
Polonoo no shonk atata manta .		£	£				
Balance per bank statements a	Nat West	8,803.43					
	Skipton BS	54,819.15					
	QEII	1,095.00					
			64,717.58				
Petty cash float (if applicable)			-				
Net balances as at 31/3/24			64,717.58				
Accounting Statement							
Balances Brought Forward	79,969.59						
Precept income	64,753.00						
Other Receipts	29,131.40						
Staff costs	(14,010.31)						
Loan interest / Capital	0.00						
VAT (net)	(591.14)						
Other payments	(94,534.96)						
Balance Carried Forward	64,717.58						

Each year Whalley Parish Council's annual return is audited by an external auditor appointed by the Audit Commission and any person interested can inspect and make copies of the annual return and all books, contracts, bills, and receipts relating to them. These documents are available on reasonable notice, after the audit. The period for the exercise of public rights is from Monday 3rd June – Friday 12 July 2024. Contact: <u>clerk@whalleyparishcouncil.org.uk</u>

4. Guest Speaker – Chief Executive Lancashire & South Cumbria NHS Foundation Trust - Chris Oliver – Update on Calderstones

Main Points in Summary:

- Took over the whole site from Merseycare on 1st April 2024;
- Had opened up some services prior to this at the Woodview Ward;
- There is a 10 year plan to develop the site;
- Calderstones is the 7th largest health site in the UK with 106 acres;
- There is some excitement about the amount of green space and how this can be used for both patients and the community and there are ideas about creating a unique community resource for restorative and regenerative health benefits;
- Innovations would see some family services for children and young people; since the pandemic there has been a great increase in demand for therapeutic care; the green space will be a benefit;
- There are plans to celebrate the heritage of the Calderstones facility while at the same time looking to the future;
- The 10 year plan sees 4 zones identified for development but time and again the value of the green space came up;
- Funding will be a key issue and the Trust is definitely not about competing with the Parish Council;
- Partnerships will be key as no one body can do everything in isolation it's a journey together.

Questions:

What is the level of occupancy going to be over 10 years?

There are three wards with 32 in-patients at the moment. The Maple Ward would be for acute cases and may be used to decant patients from elsewhere during refurbishments. Whalley is planned to be a state of the art facility. It could house a further 45 patients one day. The idea of introducing some Primary Care functions is being discussed with local Health Car bodies including GP Practices.

This is a revolutionary change from being a closed site.

The emphasis will be on community open space and development of services for young people. Engaging the community is essential but tricky. There has been some contact with local residents to try to allay concerns. The L & SC NHS Trust cares about the site and wants to develop it.

Will there be a communications plan?

Things are now at a stage where communication strategies will be developed e.g. mail shots, an engagement plan, and not least use of St Luke's Chapel which has had some refurbishment. The Local History group could be a user of space in St Luke's as could young people from Whalley and there are plans to introduce a coffee shop. It is still the position that there are no plans to develop any of the site for residential or business use. Calderstones is still a mystery for many people and in the past there have been concerns about "out of area" placements.

Part of the Trust's solution is that patients should only spend the shortest amount of time as in-patients.

There is a lot of heritage.

There are lots of photos, artefacts and so on which go to recognising the history of Calderstones. St Luke's Chapel has been renovated and may make a great showcase.

Is the site private or will there be access?

At the moment the site is not accessible. There are plans for cycling and walking routes in the ground in due course but there will be some security on site.

5. Public Open Forum

What is happening with the traffic signals on A671 and the recent signage for a temporary 30mph limit?

Works will be carried out to do some resurfacing, renew road markings and deal with some localised flooding problems.

Is the land at the bottom of Accrington Road earmarked for car parking?

There is a plan for a 25-space car park as part of a residential development. Plans have been with RVBC for many months. The Parish Council has indicated that it would be prepared to manage such a car par. Previous plans were rejected by LCC (lead Flood Authority).

When will the Lawsonsteads Link Road open?

It is scheduled to open when the last property in Phase 2 of the development is sold.

Regarding the Calderstones Cemetery, has the Bishop made a decision over a request for deconsecration?

No.

The meeting closed at 20:15.



This document sets out the Parish Council's

Training and Development Policy

Version Control			
	Version	Date	Description of Change
	V.1		

Purpose

Whalley Parish Council is committed to providing appropriate training opportunities for its members, employees, and volunteers to enable them to be suitably knowledgeable and skilled to carry out their respective roles within the Council.

Training Objectives

The Council's training objectives are the following:

- To enhance members understanding of their responsibilities of their role as a local Councillors, the powers available to the Council and how best to utilise the resources available to the Council for the benefit of the residents and to achieve the Councils business objectives.
- Deliver essential training to employees, Councillors, and volunteers, enabling them to fulfil their roles effectively.
- Foster a culture of ongoing learning and professional growth among employees, members, and dedicated volunteers. This initiative aims to enhance job/role satisfaction, boost motivation, and improve retention rates.
- Ensure continuity of Council operations during periods of staff unavailability, such as holidays, sickness, or turnover, by implementing effective contingency plans.
- Strategically pursue the attainment of Quality Parish Status for the Council, aiming for successful recognition of its commitment to excellence in governance and community engagement.

Responsibilities

Whalley Parish Council believe that employee and member development is optimally achieved when individuals take ownership of identifying opportunities for self-improvement, thereby enhancing work performance through expanded skills and knowledge.

The co-ordination of the learning and development process is the responsibility of the Parish Clerk. The Parish Council is responsible for agreeing the learning and development budget on an annual basis. The learning budget is controlled by the Parish Clerk supported through the Council's budgeting process.

Members of the Council

Councillors have a responsibility to attend appropriate training in order effectively fulfil their legal duties.

Employees and Volunteers

Employee learning requirements will be identified through supportive supervision, appraisal processes, and internal assessments to meet with Council needs. The Parish Council anticipates all employees and volunteers to take a proactive approach to learning and development.

Training Resources

An annual budget will be allocated for employee training and Members training. The Council will ensure that relevant training provider membership fees are included annually in the budget.

Training Providers for both employees and members:

- Society of Local Council Clerks
- Lancashire Association of Parish and Town Councils
- National Association of Local Councils
- Regional and national seminars/conferences
- Principal Authorities
- In-house

Identifying Training Needs

Council

Training can take the form of courses, workshops, presentations, one to one training or the provision of training materials i.e. books and software, guest speakers and on- the- job training.

If the whole Council requires training on a particular subject, the clerk will source the appropriate training to support a group session.

The council is committed to meeting training needs for;

Members

- Providing a New Councillors Pack to all new members outlining the legal responsibilities and governance frameworks relevant to the Parish Council, statutory duties, policies and procedures, councillor roles and responsibilities and Code of Conduct upon election to office.
- Newly appointed Councillors shall undertake training in the Code of Conduct within 6 months of the delivery of their declaration of acceptance of office.
- New Councillors will be supported by an experienced Councillor.
- Clerk to circulate details of relevant training courses available from Training Provider Resources to all Councillors to broaden knowledge and apply appropriately to meet their duties as a Councillor and the needs and objectives of the Parish.
- Councillors are encouraged to attend conferences and training events as appropriate to members and Council needs and responsibilities.
- Providing Health and Safety and Risk Management Training.
- Regularly reviewing the Councillors Code of Conduct.

Employees

- Providing the 'Clerks Guide' and other relevant publications for new clerks to support them in their role.
- Encouraging Clerks to undertake the Certificate in Local Council Administration.
- Supporting training needs identified at appraisals or as identified or requested.
- Supporting employees by allocating time to attend training.
- Supplying technical and website maintenance training.
- Providing Health and Safety and Risk Management Training.

Volunteers

- Volunteers will receive any required specific on-the-job training to provide them with the information and skills necessary to perform the task the volunteer role involves.
- If additional skills are involved, specific training will be provided ahead of commencing the task organised by the task coordinator.
- Providing Health and Safety and Risk Management Training.

Continued Development

Members of the Council and their employees have a responsibility to keep abreast of any changes in policies and procedures. Publications are available from the training providers and subscribed membership organisations and are shared amongst the Parish Council as best practice via the Clerk.

Review

The Council will regularly review this policy to meet any training needs as and when required, and yearly at the Annual Meeting of the Council.



T: 0330 0130036 E: councils@thecleargroup.com www.clearcouncils.com

Ms Liz Haworth

Whalley Parish Council

27 Waddow Grove Waddington Clitheroe Lancashire BB7 3JL

23 April 2024

Policy Number: 100723637BDN/LCO00208

Dear Ms Haworth ,

TOTAL PREMIUM

LOCAL COUNCIL RENEWAL INVITE

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

Policy Type:	Local Councils
Insurer:	Aviva Insurance Ltd
Renewal Date:	01 June 2024
Premium:	£1,337.48
Arrangement Fee:	£45.00 non-refundable in the event of cancellation

£1,382.48

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

IMPORTANT DOCUMENTS: Please read the following documents carefully.

- Policy Schedule: This is an outline of the cover provided under the policy including cover levels, and relevant sums insured, excesses and exclusions.
- Statement of Fact: This is an outline of the information you have provided to Clear Councils and the insurer.
- Summary of Cover: This provides a summary of the risk information held and levels of cover provided
- Policy Summary: This provides an overview of the key aspects of the insurance policy.
- Policy Wording: This sets out the cover provided and the terms, conditions and exclusions which apply.
- Important Notices & Information Document: A summary of any important information regarding a Local Councils insurance policy.
- Clear Councils Cyber Policy Information: A summary of an additional Cyber Insurance policy Clear Councils can arrange for you.
- Terms of Business Clear Councils's Terms and Conditions, which explain how we will manage your policy.
- Notice to Policyholders: Details of any important changes to your policy.

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

Policy Documents

Your documents will be emailed, however if you would prefer to receive a copy by post, please let a member of our team know.



Broker at







T: 0330 0130036 E: councils@thecleargroup.com www.clearcouncils.com

Please note if you receive your documents by post a Policy Wording will not be enclosed, the version (v02.10.2019) you have been provided with previously is still valid, however if you would like another copy please contact us on 0330 013 0036 or email councils@thecleargroup.com

Is This Policy Suitable for You?

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

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

We do not give advice or make a personal recommendation in relation to this policy regarding its suitability for your needs. It's important that you review the cover levels and sums insured and read and understand all documentation and policy terms to ensure it meets your requirements.

It is important that you check the levels of cover and sums insured noted on the enclosed documents are correct and reflective of current valuations, and that you are not under insured. Please check the statements and answers that are shown on these documents and let us know if anything is incorrect, as any inaccuracies or omissions may invalidate your cover. Should any alterations be required then please contact our Local Councils Team on 0330 013 0036.

What is Underinsurance?

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

Index Linking

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

Market Selection

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

Significant Endorsements, Exclusions, Limitations, Warranties and Subjectivities

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

Additional endorsements applied to your policy are listed below:





Broker at



clear

AGM House Barton Close, Grove Park Enderby, Leicester LE19 1SJ T: 0330 0130036 E: councils@thecleargroup.com www.clearcouncils.com

- [3] Clerk Absence Cover
- [30] Tree Felling and Lopping Cover
- [31] Fly Tipping Cover
- [AMENDED] Amended Policy Introduction
- [COVEX] General Exclusions Coronavirus
- [FIREWORKS_23] Firework Displays & Bonfires
- [GDPRCLP] Data Protection Act wording amendment (CLP)
- GDPRELPL] Data Protection Act wording amendment (EL/PL)
- [IL001] Index Linking
- [PL002_23] Skateboard Parks
- [PL003_23] Injury to Participants Exclusion
- [PL004_23] Playgrounds and Amusement Devices

You will find that additional endorsements have been applied from this renewal, notably those detailing increased Flood excesses (where applicable to your locations according to Aviva's flood and surface water risk mapping data), and, in some cases, additional requirements for the storage of stock held in basements or at ground floor level.

In addition, the following four endorsements have now been added to our standard Local Councils policy:

- PL002_23 Skateboard Parks
- PL003_23 Injury to Participants
- PL004_23 Playgrounds & Amusement Devices
- FIREWORKS_23 Firework Displays & Bonfires

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

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

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

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

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

Excesses

All excesses are detailed in your Policy Schedule, please ensure you familiarise yourself with these. Please note that, with effect from this year's renewal, the Section 1 - Property Damage Excess has increased from £125 to £250. In addition to this, Flood cover is now subject to increased excesses (where applicable to your locations according to Aviva's flood and surface water risk mapping data). Please refer to the location specific endorsements contained in the Policy Schedule.

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

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









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Important Changes to the Current Policy from Renewal

Please refer to the emboldened paragraphs above, under the headings 'Significant Endorsements, Exclusions, Limitations, Warranties and Subjectivities' and 'Excesses'.

Please refer to the enclosed Notice to Policyholders document which details any important changes to your policy.

Important Information

Please refer to the enclosed *Clear Councils Insurance Important Notices & Information* document.

This policy is renewable.

Duty of Fair Presentation

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

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

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

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

Cancellation Rights

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

Claims

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









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Additional Benefits

Local Council Awards Scheme (LCAS)

This quotation includes your LCAS discount following you providing confirmation that you have a LCAS Award. If you would like to proceed with this quotation, please contact us on the number noted below.

Long Term Undertaking (LTU)

This quotation includes a Long-Term Undertaking (LTU) discount. An LTU gives you the benefit of ensuring that your policy will renew based on the same underlying rates as those used for the first year's quotation. Please be aware that premiums are adjusted proportionally, according to any revised sums insured you declare to us, for example, during the policy period, or in advance of a renewal. Premiums are also adjusted proportionally, according to fluctuations in the value of annual index linking applied at each renewal by your insurers (as explained above). Your insurers reserve the right to adjust the underlying rates and terms, where there have been claims made during the period preceding a renewal. Any changes to the rate of Insurance Premium Tax, in accordance with HMRC instructions, will also apply at each renewal. As you have chosen to enter a Long-Term Undertaking, you are agreeing to maintain this insurance policy until point of renewal three years from the commencement of this agreement. This LTU relates solely to this product and cannot be transferred to another policy or insurer.

Other Insurance Products

Clear Cyber for Councils

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

The policy provides:

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

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

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

Please find further details enclosed.

Your Parish Online Subscription

Your free Parish Online subscription from Clear Councils Insurance will end at this renewal (date as above). To continue to benefit from using Parish Online, your mapping software renewal subscription will include a 20% discount, courtesy of Clear Councils Insurance. If you wish to renew your subscription or require support please contact support@parish-online.co.uk or visit www.parish-online.co.uk.

What To Do Next

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

If you would like to go ahead and renew cover, please contact us by phone or email. It is essential that we receive instructions to proceed with cover and payment prior to the renewal date.









T: 0330 0130036 E: councils@thecleargroup.com www.clearcouncils.com

Paying for Your Policy

Credit/Debit Card:	Please access our online Clear Self Service Portal* or call Clear on 0330 013 0036 and have your card details ready. * Please refer to our recent email communications detailing the registration and access process. If you need any assistance getting started, please email, or call the team and we will be happy to help.
BACS/Automatic Transfer:	Account Name: Clear Insurance Management Ltd Account No.: 65304586 Sort Code: 60-15-03 Reference: Your quote reference (see above)
Cheque:	Please make cheques payable to Clear Insurance Management Ltd and send to, Clear Insurance Management Ltd, AGM House, 3 Barton Close, Grove Park, Enderby, Leicester, LE19 1SJ, quoting your quote reference (see above) on the reverse.

Premium Finance

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

Finance Provider	Close Brothers Premium Finance (CBPF)
Loan Amount	£1,382.48
Interest Amount (6.75%)	£109.91
10 Monthly Instalments of	£149.24
Total Payable	£1,492.39
APR	20.77%
Instalment Term	10 Months
Policy Term	12 Months

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

The policy term is 2 months longer than the instalment plan. Financing the premium at \pounds 1,492.39 means the overall cost will be more expensive than making a single payment of \pounds 1,382.48), the additional cost amounts to \pounds 109.91

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

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

Yours Sincerely

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









Local Councils

Policy Schedule

23/04/2024

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Important (Material Circumstances)

If the information in The Schedule is incorrect or incomplete, or if the insurance does not meet Your requirements, please tell Us as soon as possible. You are reminded of the need to tell Us immediately of any circumstances or changes which We would take into account in Our assessment or acceptance of this insurance as failure to disclose all relevant circumstances may invalidate Your policy, or may result in the policy not operating fully.

Your Details	
Name of Council:	Whalley Parish Council
Correspondence Address:	27 Waddow Grove Waddington Clitheroe Lancashire BB7 3JL
Business:	Parish Council
Schedule produced on:	23/04/2024
This Policy replaces policy number:	4010404
The county association of local council you are affiliated to:	Lancashire
Population of Council Area:	Up to 5,000
Period of Insurance	
Effective dates From:	01 June 2024
То:	31 May 2025
Renewal date:	01 June 2025
Long Term Undertaking:	Expiry Date: 31 May 2027
Your Insurance Adviser's Details	

Clear Limited AGM House 3 Barton Close Grove Park Enderby Leicester LE19 1SJ

The Schedule details for each Section are shown in the following pages.

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Premium Details	
Annual Premium (excluding Terrorism):	£1,180.14
Insurance Premium Tax:	£141.62
Total Amount Due (excluding Terrorism):	£1,321.76
Terrorism Premium:	£14.04
Insurance Premium Tax:	£1.68
Total Amount Due:	£15.72
Overall Annual Premium:	£1,194.18
Overall Insurance Premium Tax:	£143.30
Policy Administration Fee:	£45.00
Overall Amount Due:	£1,382.48

Cover Summary

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Section	Cover Operative	Limit of Indemnity
Property Damage	Covered	As per Schedule
Money	Covered	As per Schedule
Business Interruption	Covered	As per Schedule
Employers' Liability	Covered	£10,000,000
Public and Products Liability	Covered	£10,000,000
Fidelity Guarantee	Covered	£250,000
No Claims Discount and Application of Excess Protection	Covered	Not Applicable
Libel and Slander	Covered	£250,000
Officials Indemnity	Covered	£500,000
Personal Accident	Covered	£100,000
Legal Expenses	Covered	£250,000
Data Breach Response	Not Covered	Nil

Applicable to all Sections where stated.

Excess

From the amount of all claims in respect of one Occurrence, which shall be adjusted in accordance with the terms Exclusions and Conditions of this Policy, the Insurer will deduct the amount of the Excess stated.

Insurance Limits (and Sub-limits) are inclusive of Excesses.

Only one Excess will apply in respect of any one Occurrence. In the event that more than one Excess applies, then only the higher Excess will apply.

Sub Limits

Sub-limits form part of the Limit of Liability and, unless otherwise stated, do not apply in addition to it.

All Limits of Liability apply any one Occurrence.

Limits are inclusive of the Excess unless otherwise stated.

If more than one Sub-limit applies to the same loss, the Insurer's liability will be limited to the lesser Sub-limit.

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Part A - Property Damage and Business Interruption

Section 1 - Property Damage

Property Insured	Declared Value	Sum Insured
Buildings	Not Insured	Not Insured
Contents	£27,500	£33,000
Other Property Insured away from the Premises		
Street Furniture	£60,000	£72,000
Walls, Gates and Fences	£30,000	£36,000
Playground Equipment	£75,000	£90,000
CCTV Equipment	Not Insured	£0
War Memorials	£40,000	£48,000
Ground Surfaces	£3,210	£3,852
Mowers and Machinery	£5,000	£6,000
Sports Equipment	£15,000	£18,000
Regalia	£2,268	£2,721
Terrorism	Insured	

Section Excess:

Excess in respect of all Subsidence claims:

Excess in respect of all Terrorism claims:

Territorial Limits:

£250

£1,000

Nil

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

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Property Damage Extensions - Sub-Limits

	Sub-Limit of Indemnity
Decontamination and Clean Up Expense	£25,000
Deterioration of Freezer Stock	£1,000
Fire Brigade Charges and Extinguishing Expenses	£25,000
Inadvertent Omission to Insure	£250,000
Involuntary Betterment	£25,000
Landscaping Costs	£25,000
Locks	£5,000
Metered Utility Charges	£25,000
Mitigation of Environmental Impact	10% of the Building Sum Insured or £50,000 whichever is less
Mitigation of Loss	£10,000
Motor Vehicles	£10,000
Pair and Set / Consequential Reduction in Value	£10,000
Resilient Repairs - Extra Costs	£10,000
Third Party Sites	£10,000
Trace and Access	£25,000
Unauthorised Use of Metered Utilities	£10,000

Section 1A - Money

Money	Insured
Crossed cheques and other non-negotiable Money	£250,000
In Transit or in the Insured's premises during business hours, or in a bank night safe	£2,500
In a locked safe at the Insured's premises out of business hours	£2,500
Out of a safe at the Insured's premises out of business hours	£350
In the private dwelling houses of any councillors or clerks	£350
Whilst at exhibitions and/or fetes	£350

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Personal Accident (Assault) - if any **Employee** or other person entrusted with money is injured as a direct result of theft or attempted theft of money involving assault or violence or the threat of assault or violence. Scale of benefits as follows:

1. Death	£25,000
2. Loss of Limb(s), Loss of Hearing, Loss of Sight or Loss of Speech	£25,000
3. Permanent Total Disablement	£25,000
4. Temporary Total Disablement	£100 per week
5. Temporary Partial Disablement	£50 per week
6. The cost of professional counselling	£30 per hour £1,000 per person £5,000 in the aggregate during the Period of Insurance
7. Clothing and Personal Effects	£250
Territorial Limits	Great Britain, Northern Ireland, the Channel Islands and the Isle of Man

Section 2 - Business Interruption

	Cover	Sum Insured
Item 1 - Gross Revenue Maximum Indemnity Period: 12 Months	Insured	£20,000
Item 2 - Additional Increased Cost of Working	Not Insured	
Item 3 - Standalone Increased Cost of Working	Not Insured	
Item 4 - Loss of Rent Receivable	Not Insured	
Territorial Limits	Great Britain, Northern Ireland, the Channel Islands and the Isle of Man	

Business Interruption Extensions – Sub-Limits

The following Sub-Limits only apply when Section 2 Item 1 above is marked as 'Insured'.

	Sub-Limit of Indemnity
Extended Premises	
Customers' Premises	£50,000
Suppliers' Premises	£50,000
Third Party Premises	£50,000
Transit	£50,000
Extended Incident	
Notifiable Human Disease and Other Health Risks	£50,000
Prevention of Access and Loss of Attraction	£50,000
Utilities	£50,000
Excess	
Utilities	£500

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Property Damage and Business Interruption Extensions - Sub-Limits

Claims Preparation Expenses:

£10,000 any one occurrence and £50,000 in the aggregate for the Period of Insurance

Applicable to claims above £50,000 in value only:

Part B - Liabilities

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Part D - Liabilities			
Section 3	Employer's Liability	Limit of Indemnity	£10,000,000 any one claim or series of claims arising out of any one occurrence or series of occurrences consequent on or attributable to one source or original cause
	Territorial Limits		Worldwide in connection with the Business conducted by the Insured from premises within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
	Employer's Liability - S	Sub-Limits	
	Terrorism		£5,000,000 any one claim or series of claims arising out of any one occurrence or series of occurrences consequent on or attributable to one source or original cause
	War		£5,000,000 any one claim or series of claims arising out of any one occurrence or series of occurrences consequent on or attributable to one source or original cause
Section 4	Public Liability	Limit of Indemnity	£10,000,000 any one occurrence
	Products Liability (Personal Injury and or Property Damage caused by the Insured's Products)	Limit of Indemnity	£10,000,000 any one occurrence and in the aggregate for the Period of Insurance
	Pollution Liability	Limit of Indemnity	£10,000,000 any one occurrence and in the aggregate for the Period of Insurance
	Territorial Limits		Worldwide in connection with the Business conducted by the Insured from premises within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
	Public and Products Li	ability Extensions - Sub-	Limits
	Indemnity to Hirer		£2,500,000 any one occurrence and in the aggregate for the Period of Insurance
	Advertising Indemnity		£1,000,000 any one occurrence and in the aggregate for the Period of Insurance
Excess			
Amount	£250	any one claim or series o to Property Damage	of claims arising out of any one Occurrence relating
	Nil	all other claims	

Part C - Additional Covers

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Section 5	Fidelity Guarantee	Limit any one Loss	£250,000 any one occurrence and in the aggregate for the Period of Insurance		
		Territorial Limits	Great Britain, Northern Ireland, the Channel Islands and the Isle of Man		
	Sub-Limits	Auditors Fees	10% of the total payment otherwise agreed under the claim subject to a maximum of £50,000 payable in addition		
		Re-Writing of Records	10% of the total payment otherwise agreed under the claim subject to a maximum of £50,000 payable in addition		
Section 6	NCD & Excess Protection	on	Insured		
	Loss of No Claims Discou	nt	£500		
	Application of Excess Pro	tection	£250		
Section 7	Libel and Slander	Limit of Indemnity	£250,000 any one occurrence and in the aggregate for the Period of Insurance		
		Territorial Limits	Great Britain, Northern Ireland, the Channel Islands and the Isle of Man		
		Co-Insurance	10%		
Section 8	Officials Indemnity	Limit of Indemnity	£500,000 any one occurrence and in the aggregate for the Period of Insurance		
		Territorial Limits	Great Britain, Northern Ireland, the Channel Islands and the Isle of Man		
Section 9	Personal Accident		Insured		
	Operative Time of Cover		Whilst carrying out official duties		
	Scale of Compensation	ı - Ages 16-75			
	1. Death		£100,000		
	2. Loss of Limb(s), Loss of Contract of Contract of Speech	of Hearing, Loss of Sight	£100,000		
	 Permanent Total Disablement Temporary Total Disablement 		£100,000		
			£200 per week		
	5. Temporary Partial Disa	blement	£100 per week		
	Excess period for items 4	8.5	14 days		
	Maximum Benefit Period	for items 4 & 5	104 weeks		

In respect of any Insured Person who at the commencement of the current Period of Insurance is between the ages of 76 and 85 years the amounts stated in Items 1 and 2 of the Scale of Compensation are each reduced to $\pm 10,000$.

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Continental Scale

Compensation under Item 2 of the Scale of Benefits will be paid in accordance with the following percentages subject of a maximum payment of 100% in the aggregate which the Insured Person has survived for at least one month

a)		Permanent Total Disablement		100%
b)		Permanent Loss of One or More Limbs		100%
c)		Loss of Limb(s), Loss of Hearing, Lo	ss of Signt or Loss of Speech	
	i)	Loss of Sight in One or Both Eyes or Los	s of Hearing in Both Ears	100%
	ii)	Loss of Hearing in One Ear		10%
d)		Permanent Loss by Physical Seperation	of	
	i)	One Thumb		
		Both Phalanges		20%
		One Phalange		7%
	ii)	One Index Finger		
		Three Phalanges		9%
		Both Phalanges		6%
		One Phalange		2%
	iii)	One Other Finger		
		Three Phalanges		7%
		Both Phalanges		5%
		One Phalange		2%
	iv)	One Great Toe		
		Both Phalanges		6%
		One Phalange		3%
	iv)	One Other Toe		
		Three Phalanges		3%
		Both Phalanges		2%
		One Phalange		1%
	• -	Limits	Worldwide	
erri	toria	Limits	worldwide	
ega	l Exp	enses	Insured	
imit	of Inc	emnity	£250,000	
	0			

Section	10
Section	T O

Territorial Limits	Worldwide
Legal Expenses	Insured
Limit of Indemnity	£250,000
Employee Compensation Aggregate Limit	£1,000,000
Territorial Limits	As stated in the Policy

Aviva Legal Helpline

The Policy provides automatic free access to the Aviva Legal helpline. This is available 24 hours a day, 365 days a year. To contact the Aviva Legal helpline, please phone 0345 300 1899 and have the Policy Number available on request.

Endorsements

The following endorsements are applicable to your Clear Councils Policy Wording, in addition to the cover provided under the Clear Councils Policy Booklet | v.02.10.2019 policy wording.

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Cover is provided effective from the commencement of your Period of Insurance specified in your Policy Schedule at no additional charge, and is subject to the General Conditions, Exclusions and definitions detailed within your policy wording.

Additional Endorsements

[3] - Clerk Absence Cover

The following Extension is added to Part A - Section Two - Business Interruption: The **Insurer** will indemnify the **Insured** against;

- 1. death of the Insured's Clerk, or;
- 2. total and permanent disablement of the **Insured**'s **Clerk**, which prevents them from attending to their normal occupation,

due to injury caused by accidental and violent means

We will only pay the additional costs and/or expenses necessarily and reasonably incurred solely to prevent limitation of the normal activities undertaken by the **Insured** which but for such additional costs and/or expenses would have taken place

The liability of the Insurer under this extension shall not exceed a maximum of \pounds 500 per week, and \pounds 5,000 in any one **Period of Insurance**.

[30] - Tree Felling and Lopping Cover

The following Extension is added to Part A - Section One - Property Damage:

The **Insurer** will pay for necessary and reasonable costs and expenses incurred by the **Insured** with the Insurer's consent for the lopping or removal of trees for which the **Insured** is responsible if such trees are considered by an arborologist or other qualified person to be an immediate threat to life or to the **Property Insured**.

However, this Extension will not cover legal or local authority costs involved in removing trees or costs solely incurred to comply with a preservation order.

The liability of the **Insurer** under this extension shall not exceed a maximum of £1,000 any one **Occurrence** and £5,000 any one **Period of Insurance**.

[31] - Fly Tipping Cover

The following Extension is added to Part A - Section One - Property Damage:

The **Insurer** will pay the reasonable costs of clearing and removing any property illegally deposited in or around the **Premises**.

The liability of the **Insurer** under this extension shall not exceed a maximum of £1,000 any one **Occurrence** and \pounds 5,000 any one **Period of Insurance**.

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[AMENDED] - Amended Policy Introduction

The following applies to your policy:

The Policy Introduction is amended and restated as follows: **Introduction**

The contract of insurance between you and us consists of the following elements, which must be read together:

- your policy wording;
- the information contained on your "Statement of Fact" document issued by us;
- the policy schedule
- any notice issued by us;
- any endorsement to your policy; and
- the information under the heading "Important Information" which we give you when you take out or renew your policy.

In return for you having paid or agreed to pay the premium, we will provide the cover set out in this policy, to the extent of and subject to the terms and conditions contained in or endorsed on this policy. The following paragraphs remain unaltered:

- Important
- Breach of Term
- Terms not relevant to the actual loss

[COVEX] - General Exclusions - Coronavirus

The following is added to the General Exclusions at the back of your policy booklet.

- 3. We will not provide cover for any claim in any way directly or indirectly caused by, resulting from or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence:
 - a. Any Coronavirus (including but not limited to SARS-CoV, SARS-CoV-2 and MERS-CoV) or any disease caused by any Coronavirus (including but not limited to Severe Acute Respiratory Syndrome, COVID-19 and Middle East Respiratory Syndrome); or
 - b. Any mutation or variation of any virus or disease listed under 1 above, or any other disease by any such mutated or varied virus,

including, without limitation to the scope of the foregoing:

- i. Any measures taken by any governmental, public or other authority or any other person for the prevention, suppression, mitigation, cleaning or removal of any virus or disease referred to in a. or b. above,
- or

ii. Any fear or threat of a., b. or i. above.

However, this Policy Exclusion does not apply in respect of the following Sections when insured by this policy

- a. Employers' Liability
- b. Public and Products Liability
- c. Fidelity Guarantee
- d. Officials Indemnity
- e. Personal Accident

[FIREWORKS_23] - Firework Displays & Bonfires

If in relation to any claim for Damage to the Property Insured You have failed to flifil any of the following conditions, You will lose Your right to indemnity or payment for that claim. You must ensure in connection with firework displays or bonfires organised by You that,

- 1. You consult the relevant authorities at least seven days before the event
- 2. You comply with any recommendations or instructions of the
 - a. relevant authorities including the Health and Safety Executive b. fireworks manufacturers
- 3. You organise the event in accordance with guidance from the Health and Safety Executive
- 4. fireworks used must be obtained from a company complying with the firework regulations concerning the manufacture and supply of fireworks. All fireworks must be British Standard BS 7114: 1988 and not modified.
- 5. the display and bonfire must be at least 20 metres away from
 - a. The Premises
 - b. vehicles owned by you
 - c. flammable or other Dangerous Substances as defined in The Dangerous Substances and Explosive Atmospheres Regulations 2002 and all combustible materials

[GDPRCLP] - Data Protection Act wording amendment (CLP)

Part C Section 10 Legal Expenses The Data Protection clause is restated as follows

2. Legal defence

B. Data Protection

- 1. The **Insurer** will defend the legal rights of an **Insured Person** following civil action taken against the **Insured Person** for compensation under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing. The **Insurer** will also pay any compensation award made against the **Insured Person** under Section 13 of the Data Protection Act 1998) or under Article 82 of the General Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation implementing the General Data Protection Regulation or under any replacement legislation implementing the General Data Protection Regulation or under any replacement legislation implementing the General Data Protection Regulation or under any replacement legislation implementing the General Data Protection Regulation or under any replacement legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing.
- 2. The Insurer will represent the **Insured** in appealing against the refusal of the Information Commissioner to register the **Insured's** application for registration or alteration of registered particulars or an appeal against an Enforcement Deregistration or Transfer Prohibition Notice.

Provided that at the time of the insured incident, the **Insured** is registered with the Information Commissioner in respect of Contingency 2B a)

[GDPRELPL] - Data Protection Act wording amendment (EL/PL)

4. Data Protection Act

The indemnity provided by this Extension is on a "claims made" basis

Under this Extension the **Insurer** will indemnify the **Insured** and if the **Insured** so requests any **Person Entitled to Indemnity** in respect of their liability to pay

- a. compensation in respect of damage or distress arising under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Protection Regulation(Regulation(EU) 2016/679)under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing and defence costs and expenses incurred with the consent of the **Insurer**
- b. defence costs incurred with the consent of the Insurer in relation to a prosecution brought under the Data Protection Act 1998 or under Article 82 of the General Protection Regulation(Regulation(EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing

The maximum We will pay for all claims happening during any one period of Insurance is $\pounds1,000,000$

Provided that

a. Item a) of this Extension shall not apply

i) in respect of Section 3 Employers' Liability to such damage or distress that is not suffered by an **Employee**

ii) in respect of Section 4 Public and Products Liability to such damage or distress that is suffered by an **Employee**

- iii) to the extent that an indemnity is provided elsewhere in this Policy
- a. Item b) of this Extension shall not apply

i) in respect of Section 3 Employers' Liability where the infringement leading to the prosecution does not relate to the personal data of an **Employee**

ii) in respect of Section 4 Public and Products Liability where the infringement leading to the prosecution relates to the personal data of an **Employee**

- a. this Extension is subject to the Insured having registered in accordance with the terms of the Data Protection Act 1998 or under Article 82 of the General Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing
- b. any claim for compensation is first made or prosecution first brought against the **Insured** during the **Period of Insurance**
- c. this Extension will not apply in respect of
- i. the payment of fines or penalties
- ii. the cost of replacing reinstating rectifying or erasing any data
- iii. claims which arise out of circumstances notified to previous insurers or known to the Insured at inception of this **Policy**

[IL001] - Index Linking

Sums Insured and/or Declared Values will be adjusted to take into account movements in the appropriate index and renewal premiums will be based on the adjusted **Sums Insured** and/or Declared Values.

For **Contents** and other **Property** specifically described in the **Schedule** (other than **Stock**), the Retail Price index (or some other suitable index **the Insurers** decides upon) will be used. The above percentage changes will continue to be applied between the date of any damage and the date when replacement or repair has been completed.

[PL002_23] - Skateboard Parks

If in relation to any claim you have failed to fulfil any of the following conditions, You will lose Your right to indemnity payment for that claim. You must ensure that in connection with skateboard parks

- 1. all structures including the skating surfaces
 - a. are manufactured and installed to the appropriate standard and maintained in good condition
 - b. are inspected by a competent person at least weekly and
 - i. all defects or risks to health or safety immediately rectified, or
 - ii. the structure taken out of use
- 2. You will erect where necessary suitable signs detailing any information that is necessary for the safe us of the facility and clearly stating any restrictions on its use
- 3. You will determine where supervision is necessary and ensure that it is provided whenever the facilities are in use.

We will not provide indemnity in respect of Bodily Injury to persons taking part in activities in the Skateboard Park unless caused by defects in the structure

[PL003_23] - Injury to Participants Exclusion

We will not provide indemnity in respect of Bodily Injury to persons taking part in activities on skateboard ramps, zip wires and/or BMX tracks, unless caused by defects in such structure



1. If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must ensure that in connection with playground and amusement devices

- a. all equipment, devices and facilities, including sand pits and paddling pools
 - i. are manufactured and installed to the appropriate standard and maintained in good condition.
 - ii. are inspected, by a competent person, at least weekly and
 - all defects or risks to health or safety immediately rectified, or
 - the structure taken out of use
- b. You will erect where necessary suitable signs detailing any information that is necessary for the safe use of the equipment device or facility and clearly stating any restrictions on its use.
- c. You will determine where supervision is necessary and ensure that it is provided whenever the play equipment device or facilities are in use.
- 2. We will not provide indemnity in respect of the operation of mechanically powered passenger carrying amusement devices or inflatable devices.

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Long Term Undertaking - Expiry Date 31 May 2027

Reduced Premium

In consideration of the reduced premium at which this insurance is written You have agreed to an undertaking to offer at each renewal until the expiry date stated in the Schedule the insurance under this Policy, on the terms and conditions in force at the expiry of each Period of Insurance and to pay the premiums annually it being understood that

- a. We shall be under no obligation to accept an offer made in accordance with this undertaking
- b. The Sums Insured or Limits of Indemnity may be reduced at any time to correspond with any reduction in value or business.

The above -mentioned undertaking applies to any policy or policies which may be issued by Us in substitution for this Policy.

Local Council Awards Scheme (LCAS) Status

A premium discount has been applied in recognition of confirmation that the Insured has attained an award under the Local Council Awards Scheme.

The Insured: Whalley Parish Council Policy No: 100723637BDN/LC000208

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Important Information

Data Protection – Privacy Notice

Personal Information

We collect and use personal information about you so that we can provide you with a policy that suits your insurance needs. This notice explains the most important aspects of how we use your information but you can get more information about the terms we use and view our full privacy policy at www.aviva.co.uk/privacypolicy or request a copy by writing to us at Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester LE7 1PD.

The data controller responsible for this personal information is Aviva Insurance Limited as the insurer of the product. Additional controllers include Clear Insurance Management Ltd, who are responsible for the sale and distribution of the product, and any applicable reinsurers.

Personal information we collect and how we use it

We will use your personal information:

- to provide you with insurance: we need this to decide if we can offer insurance to you and if so on what terms and also to administer your policy, handle any claims and manage any renewal,
- to support legitimate interests that we have as a business: we need this to manage arrangements we have with reinsurers, for the detection and prevention of fraud and to help us better understand our customers and improve our customer engagement (this includes marketing, customer analytics and profiling),
- to meet any applicable legal or regulatory obligations: we need this to meet compliance requirements with our regulators (e.g. Financial Conduct Authority), to comply with law enforcement and to manage legal claims, and
- to carry out other activities that are in the public interest: for example we may need to use personal information to carry out anti-money laundering checks.

As well as collecting personal information about you, we may also use personal information about other people, for example family members you wish to insure on a policy. If you are providing information about another person we expect you to ensure that they know you are doing so and are content with their information being provided to us. You might find it helpful to show them this privacy notice and if they have any concerns please contact us in one of the ways described below.

The personal information we collect and use will include name, address and date of birth, financial information and details of your business and property. If a claim is made we will also collect personal information about the claim from you and any relevant third parties. We may also need to ask for details relating to the health or any unspent offences or criminal convictions of you or somebody else covered under your policy. We recognise that information about health and offences or criminal convictions is particularly sensitive information. Where appropriate, we will ask for consent to collect and use this information.

If we need your consent to use personal information, we will make this clear to you when you complete an application or submit a claim. If you give us consent to using personal information, you are free to withdraw this at any time by contacting us – refer to the "Contacting us" details below. Please note that if consent to use information is withdrawn we may not be able to continue to provide the policy or process claims and we may need to cancel the policy.

Of course, you don't have to provide us with any personal information, but if you don't provide the information we need we may not be able to proceed with your application or any claim you make. Some of the information we collect as part of this application may be provided to us by a third party. This may include information already held about you and your business and property within the Aviva group, including details from previous quotes and claims, information we obtain from publicly available records, our trusted third parties and from industry databases, including fraud prevention agencies and databases.

Credit Searches

To ensure the Insurer has the necessary facts to assess your insurance risk, verify your identity, help prevent fraud and provide you with our best premium and payment options, the Insurer may need to obtain information relating to you at quotation, renewal and in certain circumstances where policy amendments are requested. The Insurer or their agents may:

- undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossession(s). Similar checks may be made when assessing claims,
- carry out a quotation search from a credit reference agency (CRA) which will appear on your credit report and be visible to other credit providers. It will be clear that this is a quotation search rather than a credit application.

The identity of our CRA and the ways in which they use and share personal information, are explained in more detail at www.callcredit.co.uk/crain.

Automated decision making

We carry out automated decision making to decide whether we can provide insurance to you and on what terms, deal with claims or carry out fraud checks. In particular we use an automated underwriting engine to provide on-line quotes, using the information we have collected.

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How we share your personal information with others

We may share your personal information:

- with the Aviva group, our agents and third parties who provide services to us, and your intermediary and other insurers (either directly or via those acting for the insurer such as loss adjusters or investigators) to help us administer our products and services,
- with regulatory bodies and law enforcement bodies, including the police, e.g. if we are required to do so to comply with a relevant legal or regulatory obligation,
- with other organisations including insurers, public bodies and the police (either directly or using shared databases) for fraud prevention and detection purposes,
- with reinsurers who provide reinsurance services to Aviva and for each other. Reinsurers will use your data to decide whether to
 provide reinsurance cover, assess and deal with reinsurance claims and to meet legal obligations. They will keep your data for
 the period necessary for these purposes and may need to disclose it to other companies within their group, their agents and
 third party service providers, law enforcement and regulatory bodies.

Some of the organisations we share information with may be located outside of the European Economic Area ("EEA"). We'll always take steps to ensure that any transfer of information outside of Europe is carefully managed to protect your privacy rights. For more information on this please see our Privacy Policy or contact us.

Marketing

We may use personal information we hold about you across the Aviva Group to help us identify and tailor products and services that may be of interest to you. We will do this in accordance with any marketing preferences you have provided to us. We may continue to do this after your policy has ended.

If you wish to amend your marketing preferences please contact us:

By phone: 01603 622200 or +44 1603 604999 (from abroad)

By email: helpdesk@aviva.co.uk

By Post: Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester, LE7 1PD

To see how you can change your preferences in MyAviva or view your choices for online advertising visit our full Privacy Policy at www.aviva.co.uk/privacypolicy

How long we keep your personal information for

We maintain a retention policy to ensure we only keep personal information for as long as we reasonably need it for the purposes explained in this notice. We need to keep information for the period necessary to administer your insurance and deal with claims and queries on your policy. We may also need to keep information after our relationship with you has ended, for example to ensure we have an accurate record in the event of any complaints or challenges, carry out relevant fraud checks, or where we are required to do so for legal, regulatory or tax purposes.

Your rights

You have various rights in relation to your personal information, including the right to request access to your personal information, correct any mistakes on our records, erase or restrict records where they are no longer required, object to use of personal information based on legitimate business interests, ask not to be subject to automated decision making if the decision produces legal or other significant effects on you, and data portability. For more details in relation to your rights, including how to exercise them, please see our full privacy policy or contact us – refer to the "Contacting us" details below.

Contacting us

If you have any questions about how we use personal information, or if you want to exercise your rights stated above, please contact our Data Protection team by either emailing them at dataprt@aviva.com or writing to the Data Protection Officer, Level 4, Pitheavlis, Perth PH2 0NH.

If you have a complaint or concern about how we use your personal information, please contact us in the first instance and we will attempt to resolve the issue as soon as possible. You also have the right to lodge a complaint with the Information Commissioners Office at any time.

Fraud Prevention and Detection

In order to prevent and detect fraud we may at any time

- Share information about you with other organisations and public bodies including the Police
- Undertake credit searches and additional fraud searches
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this to prevent fraun and money laundering.

Clear Councils is a trading style of Clear Insurance Management Limited, which is authorised and regulated by the Financial Conduct Authority. Registered in England and Wales No 3712209. Registered office: 1 Great Tower Street, London EC3R 5AA

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We can supply on request further details of the databases we access or contribute to. If you require further details please contact us.

Policy Investigation Unit, Aviva, Cruan Business Centre, Westerhill Business Park, 123 Westerhill Road, Bishopbriggs, Glasgow, G64 2QR.Telephone: 0345 300 0597. Email PIUUKDI@AVIVA.COM

We and other organisations may also search these agencies and databases to

- Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies
- Check your identity to prevent money laundering, unless you provide us with other satisfactory proof of identity.
- Check details of job applicants and employees.

Claims History

- Under the conditions of your policy you must tell us about any Insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When you tell us about an incident we will pass information relating to it to a database.
- We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

You should show these notices to anyone who has an interest in the insurance under the policy.

Complaints Procedure

We hope that you will be very happy with the service that we provide. However, if for any reason you are unhappy with it, we would like to hear from you.

In the first instance, please contact your insurance adviser or usual Aviva point of contact.

Aviva are covered by the Financial Ombudsman Service. If you have complained to us and we have been unable to resolve your complaint, you may be entitled to refer it to this independent body. Following the complaints procedure does not affect your right to take legal action.

If you have taken a product out with us online or by telephone you can also use the European Commission's Online Dispute Resolution for logging complaints. To use this service the European Commission has also provided an Online Dispute Resolution Service for logging complaints. To use this service please go to: http://ec.europa.eu/odr

Financial Services Compensation Scheme

Aviva are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if they cannot meet their obligations, depending on the type of insurance and circumstances of your claim. Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk)

Choice of Law

The appropriate law as set out below will apply unless you and the insurer agree otherwise.

- 1. The law applying in that part of the United Kingdom, Channel Islands or Isle of Man in which you, the policyholder, normally live or (if applicable) the first named policyholder normally lives, or
- 2. In the case of a business, the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where it has its principal place of business, or
- 3. Should neither of the above be applicable, the law of England and Wales will apply.

Telephone Call Charges and Recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

Material Circumstances

IMPORTANT – This policy is a legal contract

Please remember that you must make a fair presentation of the risk to us. This means that you must:

1. disclose to us every material circumstance which you know or ought to know or, failing that, sufficient information to alert us that we need to make further enquiries; and

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- 2. make such disclosure in a reasonably clear and accessible manner; and
- 3. ensure that, in such disclosure, any material representation as to a: (a) matter of fact is substantially correct; and (b) matter of expectation or belief is made in good faith.

A material circumstance is one that is likely to influence an insurer in the acceptance and assessment of the application. You must also make a fair presentation to us in connection with any variations, e.g. changes you wish to make to your policy. If you fail to make a fair presentation of the risk then this could affect the extent of cover provided or could invalidate your policy, so if you are in any doubt as to whether a circumstance is material then it should be disclosed to us.

Disclosures should be specific and made in a reasonably clear and accessible manner. We will not be deemed to have knowledge of any information generally referred to (for example the contents of company websites listed in the risk presentation) or any matter not expressly drawn to our attention.

Each renewal invitation is made on the basis of the information we have at the time it is issued. We may revise or withdraw it if, before the date your renewal takes effect, any event occurs that gives rise to a claim or alters the material circumstances under this insurance, even if we are notified after your renewal date.

A specimen copy of the policy wording is available on request. You should keep a record (including copies of letters) of all information supplied to us for the purposes of the renewal of this insurance. A copy of the completed application will be supplied on request within a period of three months after its completion.

Claims since inception of this policy

Any claim which has been reported to Insurers under this policy is deemed to have been included in this Statement of Facts and does not need to be separately shown within the claim section of this document.

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AWAITING FURTHER INFORMATION AT TIME OF AGENDA

Agenda Item 15 (4 Pages)

WHAT SMALLER AUTHORITIES NEED TO DO TO ADVERTISE THE PERIOD DURING WHICH ELECTORS AND INTERESTED PERSONS MAY EXERCISE RIGHTS RELATING TO THE ANNUAL ACCOUNTS

The Local Audit and Accountability Act 2014 and the Accounts and Audit Regulations 2015 require that:

- The accounting records for the financial year to which the audit relates and all books, deeds, contracts, bills, vouchers, receipts and other documents relating to those records must be made available for inspection by any person interested, during a period of 30 working days set by the smaller authority and including the first 10 working days of July.
- 2) The period referred to in paragraph (1) starts with the day on which the period for the exercise of public rights is treated as having been commenced i.e. the day following the day on which all of the obligations in paragraph (3) below have been fulfilled.
- 3) The responsible financial officer for a relevant authority must, on behalf of that authority, publish (which must include publication on the authority's website):
 - a) the Accounting Statements (i.e. Section 2 of either Form 2 or 3, whichever is relevant, of the Annual Governance & Accountability Return (AGAR)), accompanied by:
 - i) a declaration, signed by that officer to the effect that the status of the Accounting Statements are unaudited and that the Accounting Statements as published may be subject to change;
 - ii) the Annual Governance Statement (i.e. Section 1 of either Form 2 or Form 3, whichever is relevant, of the AGAR); and
 - b) a statement that sets out
 - i) the period for the exercise of public rights;
 - ii) details of the manner in which notice should be given of an intention to inspect the accounting records and other documents;
 - iii) the name and address of the local auditor;
 - iv) the provisions contained in section 26 (inspection of documents etc.) and section 27 (right to make objections at audit) of the Act, as they have effect in relation to the authority in question;

HOW DO YOU DO IT?

- 1) You will meet statutory requirements if you fully and accurately complete the notice of public rights pro forma in this document, and
- 2) Publish (**including publication on the smaller authority's website**) the following documents, the day before the public rights period commences:
 - a) the approved Sections 1 and 2 of either Form 2 or 3, whichever is relevant to your smaller authority, of the AGAR; and
 - b) the completed Notice of Public Rights and Publication of Unaudited Annual Governance & Accountability Return. Please note that we have pre-completed it with the following suggested dates: Monday 3 June – Friday 12 July 2024. (The latest possible dates that comply with the statutory requirements are Monday 1 July –Friday 9 August 2024); and
 - c) the notes which accompany the Notice (Local authority accounts: a summary of your rights).

NOTICE OF PUBLIC RIGHTS AND PUBLICATION OF **UNAUDITED ANNUAL GOVERNANCE & ACCOUNTABILITY** RETURN

ACCOUNTS FOR THE YEAR ENDED 31 MARCH 2024

Local Audit and Accountability Act 2014 Sections 26 and 27 The Accounts and Audit Regulations 2015 (SI 2015/234)

NOTICE	NOTES
1. Date of announcement24 TH May 2024(a)	(a) Insert date of placing of the notice which must be not less than 1 day before
2. Each year the smaller authority's Annual Governance and Accountability	the date in (c) below
Return (AGAR) needs to be reviewed by an external auditor appointed by	
Smaller Authorities' Audit Appointments Ltd. The unaudited AGAR has been published with this notice. As it has yet to be reviewed by the appointed auditor,	
it is subject to change as a result of that review.	
Any person interested has the right to inspect and make copies of the	
accounting records for the financial year to which the audit relates and all	
books, deeds, contracts, bills, vouchers, receipts and other documents relating	
to those records must be made available for inspection by any person interested. For the year ended 31 March 2024, these documents will be available	
on reasonable notice by application to:	
· · · · · · · · · · · · · · · · · · ·	(b) Insert name, position and address/telephone number/ email
(b)Liz Haworth	address/telephone number/ email address, as appropriate, of the Clerk or
Whalley Parish Clerk & RFO	other person to which any person may
27 Waddow Grove Waddington	apply to inspect the accounts
BB7 3JL	(c) Insert date, which must be at least 1
07966388843	day after the date of announcement in (a)
clerk@whalleyparishcouncil.org.uk	above and at least 30 working days before the date appointed in (d) below
commencing on (c)Monday 3 June 2024	(d) The inspection period between (c) and (d) must be 30 working days inclusive and must include the first 10
and ending on (d) Friday 12 July 2024	working days of July.
3. Local government electors and their representatives also have:	
• The opportunity to question the appointed auditor about the accounting records; and	
• The right to make an objection which concerns a matter in respect of which the appointed auditor could either make a public interest report or apply to the court for a declaration that an item of account is unlawful. Written notice of an objection must first be given to the auditor and a copy sent to the smaller authority.	
The appointed auditor can be contacted at the address in paragraph 4 below for this purpose between the above dates only.	
4. The smaller authority's AGAR is subject to review by the appointed auditor under the provisions of the Local Audit and Accountability Act 2014, the Accounts and Audit Regulations 2015 and the NAO's Code of Audit Practice 2015. The appointed auditor is:	
PKF Littlejohn LLP (Ref: SBA Team)	
15 Westferry Circus	(e) Insert name and position of person placing the notice – this person must be
Canary Wharf London E14 4HD	the responsible financial officer for the
(sba@pkf-l.com)	smaller authority
5. This announcement is made by (e) Liz Haworth RFO	

LOCAL AUTHORITY ACCOUNTS: A SUMMARY OF YOUR RIGHTS

Please note that this summary applies to all relevant smaller authorities, including local councils, internal drainage boards and 'other' smaller authorities.

The basic position

The Local Audit and Accountability Act 2014 (the Act) governs the work of auditors appointed to smaller authorities. This summary explains the provisions contained in Sections 26 and 27 of the Act. The Act and the Accounts and Audit Regulations 2015 also cover the duties, responsibilities and rights of smaller authorities, other organisations and the public concerning the accounts being audited.

As a local elector, or an interested person, you have certain legal rights in respect of the accounting records of smaller authorities. As an interested person you can inspect accounting records and related documents. If you are a local government elector for the area to which the accounts relate you can also ask questions about the accounts and object to them. You do not have to pay directly for exercising your rights. However, any resulting costs incurred by the smaller authority form part of its running costs. Therefore, indirectly, local residents pay for the cost of you exercising your rights through their council tax.

The right to inspect the accounting records

Any interested person can inspect the accounting records, which includes but is not limited to local electors. You can inspect the accounting records for the financial year to which the audit relates and all books, deeds, contracts, bills, vouchers, receipts and other documents relating to those records. You can copy all, or part, of these records or documents. Your inspection must be about the accounts, or relate to an item in the accounts. You cannot, for example, inspect or copy documents unrelated to the accounts, or that include personal information (Section 26 (6) – (10) of the Act explains what is meant by personal information). You cannot inspect information which is protected by commercial confidentiality. This is information which would prejudice commercial confidentiality if it was released to the public and there is not, set against this, a very strong reason in the public interest why it should nevertheless be disclosed.

When smaller authorities have finished preparing accounts for the financial year and approved them, they must publish them (including on a website). There must be a 30 working day period, called the 'period for the exercise of public rights', during which you can exercise your statutory right to inspect the accounting records. Smaller authorities must tell the public, including advertising this on their website, that the accounting records and related documents are available to inspect. By arrangement you will then have 30 working days to inspect and make copies of the accounting records. You may have to pay a copying charge. The 30 working day period must include a common period of inspection during which all smaller authorities' accounting records are available to inspect. This will be 1-12 July 2024 for 2023/24 accounts. The advertisement must set out the dates of the period for the exercise of public rights, how you can communicate to the smaller authority that you wish to inspect the accounting records and related documents, the name and address of the auditor, and the relevant legislation that governs the inspection of accounts and objections.

The right to ask the auditor questions about the accounting records

You should first ask your smaller authority about the accounting records, since they hold all the details. If you are a local elector, your right to ask questions of the external auditor is enshrined in law. However, while the auditor will answer your questions where possible, they are not always obliged to do so. For example, the question might be better answered by another organisation, require investigation beyond the auditor's remit, or involve disproportionate cost (which is borne by the local taxpayer). Give your smaller authority the opportunity first to explain anything in the accounting records that you are unsure about. If you are not satisfied with their explanation, you can question the external auditor about the accounting records.

The law limits the time available for you formally to ask questions. This must be done in the period for the exercise of public rights, so let the external auditor know your concern as soon as possible. The advertisement or notice that tells you the accounting records are available to inspect will also give the period for the exercise of public rights during which you may ask the auditor questions, which here means formally asking questions under the Act. You can ask someone to represent you when asking the external auditor questions.

Before you ask the external auditor any questions, inspect the accounting records fully, so you know what they contain. Please remember that you cannot formally ask questions, under the Act, after the end of the period for the exercise of public rights. You may ask your smaller authority other questions about their accounts for any year, at any time. But these are not questions under the Act.

You can ask the external auditor questions about an item in the accounting records for the financial year being audited. However, your right to ask the external auditor questions is limited. The external auditor can only answer 'what' questions, not 'why' questions. The external auditor cannot answer questions about policies, finances, procedures or anything else unless it is directly relevant to an item in the accounting records. Remember that your questions must always be about facts, not opinions. To avoid misunderstanding, we recommend that you always put your questions in writing.

The right to make objections at audit

You have inspected the accounting records and asked your questions of the smaller authority. Now you may wish to object to the accounts on the basis that an item in them is in your view unlawful or there are matters of wider concern arising from the smaller authority's finances. A local government elector can ask the external auditor to apply to the High Court for a declaration that an item of account is unlawful, or to issue a report on matters which are in the public interest. You must tell the external auditor which specific item in the accounts you object to and why you think the item is unlawful, or why you think that a public interest report should be made about it. You must provide the external auditor with the evidence you have to support your objection. Disagreeing with income or spending does not make it unlawful. To object to the accounts you must write to the external auditor stating you want to make an objection, including the information and evidence below and you must send a copy to the smaller authority. The notice must include:

- confirmation that you are an elector in the smaller authority's area;
- why you are objecting to the accounts and the facts on which you rely;
- details of any item in the accounts that you think is unlawful; and
- details of any matter about which you think the external auditor should make a public interest report.

Other than it must be in writing, there is no set format for objecting. You can only ask the external auditor to act within the powers available under the Local Audit and Accountability Act 2014.

A final word

You may not use this 'right to object' to make a personal complaint or claim against your smaller authority. You should take such complaints to your local Citizens' Advice Bureau, local Law Centre or to your solicitor. Smaller authorities, and so local taxpayers, meet the costs of dealing with questions and objections. In deciding whether to take your objection forward, one of a series of factors the auditor must take into account is the cost that will be involved, they will only continue with the objection if it is in the public interest to do so. They may also decide not to consider an objection if they think that it is frivolous or vexatious, or if it repeats an objection already considered. If you appeal to the courts against an auditor's decision not to apply to the courts for a declaration that an item of account is unlawful, you will have to pay for the action yourself.

Agenda Item 16

Section 1 – Annual Governance Statement 2023/24

We acknowledge as the members of:

WHALLEY PARISH COUNCIL

our responsibility for ensuring that there is a sound system of internal control, including arrangements for the preparation of the Accounting Statements. We confirm, to the best of our knowledge and belief, with respect to the Accounting Statements for the year ended 31 March 2024, that:

Agreed							
	ans that this authority:						
 We have put in place arrangements for effective financial management during the year, and for the preparation of the accounting statements. 	✓		prepared its accounting statements in accordance with the Accounts and Audit Regulations.				
 We maintained an adequate system of internal control including measures designed to prevent and detect fraud and corruption and reviewed its effectiveness. 	✓		made proper arrangements and accepted responsibility for safeguarding the public money and resources in its charge.				
3. We took all reasonable steps to assure ourselves that there are no matters of actual or potential non-compliance with laws, regulations and Proper Practices that could have a significant financial effect on the ability of this authority to conduct its business or manage its finances.	~		has only done what it has the legal power to do and has complied with Proper Practices in doing so.				
4. We provided proper opportunity during the year for the exercise of electors' rights in accordance with the requirements of the Accounts and Audit Regulations.	✓		during the year gave all persons interested the opportunity to inspect and ask questions about this authority's accounts.				
5. We carried out an assessment of the risks facing this authority and took appropriate steps to manage those risks, including the introduction of internal controls and/or external insurance cover where required.	✓		considered and documented the financial and other risks it faces and dealt with them properly.				
6. We maintained throughout the year an adequate and effective system of internal audit of the accounting records and control systems.	✓		arranged for a competent person, independent of the financial controls and procedures, to give an objective view on whether internal controls meet the needs of this smaller authority.				
 We took appropriate action on all matters raised in reports from internal and external audit. 	✓		responded to matters brought to its attention by internal and external audit.				
8. We considered whether any litigation, liabilities or commitments, events or transactions, occurring either during or after the year-end, have a financial impact on this authority and, where appropriate, have included them in the accounting statements.	✓		disclosed everything it should have about its business activity during the year including events taking place after the year end if relevant.				
9. (For local councils only) Trust funds including charitable. In our capacity as the sole managing trustee we discharged our accountability responsibilities for the fund(s)/assets, including financial reporting and, if required, independent examination or audit.	Yes	No	N/A ✓	has met all of its responsibilities where, as a body corporate, it is a sole managing trustee of a local trust or trusts.			

*Please provide explanations to the external auditor on a separate sheet for each 'No' response and describe how the authority will address the weaknesses identified. These sheets must be published with the Annual Governance Statement.

		Signed by the Chair and Clerk of the meeting where approval was given:		
15/05/2024				
and recorded as minute reference:	Chair	SIGNATURE REQUIRED		
MINUTE REFERENCE	Clerk	SIGNATURE REQUIRED		

ENTER WWW.WHALLEYPARISHCOUNCIL.ORG.UKDRESS

Agenda item 17.1

Section 2 – Accounting Statements 2023/24 for

WHALLEY PARISH COUNCIL

	Year ending		Notes and guidance
	31 March 2023 £	31 March 2024 £	Please round all figures to nearest £1. Do not leave any boxes blank and report £0 or Nil balances. All figures must agree to underlying financial records.
1. Balances brought forward	*RESTATED 97,544	125,110	Total balances and reserves at the beginning of the year as recorded in the financial records. Value must agree to Box 7 of previous year.
2. (+) Precept or Rates and Levies	61,777	64,753	Total amount of precept (or for IDBs rates and levies) received or receivable in the year. Exclude any grants received.
3. (+) Total other receipts	32,155	49,943	Total income or receipts as recorded in the cashbook less the precept or rates/levies received (line 2). Include any grants received.
4. (-) Staff costs	17,428	21,244	Total expenditure or payments made to and on behalf of all employees. Include gross salaries and wages, employers NI contributions, employers pension contributions, gratuities and severance payments.
5. (-) Loan interest/capital repayments	0	0	Total expenditure or payments of capital and interest made during the year on the authority's borrowings (if any).
6. (-) All other payments	48,720	111,074	Total expenditure or payments as recorded in the cash- book less staff costs (line 4) and loan interest/capital repayments (line 5).
7. (=) Balances carried forward	125,110	107,488	Total balances and reserves at the end of the year. Must equal (1+2+3) - (4+5+6).
8. Total value of cash and short term investments	125,110	107,488	The sum of all current and deposit bank accounts, cash holdings and short term investments held as at 31 March – To agree with bank reconciliation.
9. Total fixed assets plus long term investments and assets	201,374	203,996	The value of all the property the authority owns – it is made up of all its fixed assets and long term investments as at 31 March.
10. Total borrowings	0	0	The outstanding capital balance as at 31 March of all loans from third parties (including PWLB).

For Local Councils Only	Yes	No	N/A	
11a. Disclosure note re Trust funds (including charitable)				The Council, as a body corporate, acts as sole trustee and is responsible for managing Trust funds or assets.
11b. Disclosure note re Trust funds (including charitable)			✓	The figures in the accounting statements above exclude any Trust transactions.

I certify that for the year ended 31 March 2024 the Accounting Statements in this Annual Governance and Accountability Return have been prepared on either a receipts and payments or income and expenditure basis following the guidance in Governance and Accountability for Smaller Authorities – a Practitioners' Guide to Proper Practices and present fairly the financial position of this authority.

Signed by Responsible Financial Officer before being presented to the authority for approval

SIGN/E Haworth UIRED

29/04/2024

I confirm that these Accounting Statements were approved by this authority on this date:

15/05/2024

as recorded in minute reference:

MINUTE REFERENCE

Signed by Chair of the meeting where the Accounting Statements were approved

SIGNATURE REQUIRED

Date

Bank reconciliation – pro forma

This reconciliation should include <u>all</u> bank and building society accounts, including short term investment accounts. It <u>must</u> agree to Box 8 in the ending 31 March 20xx" in Section 2 of the AGAR – and will also agree to Box 7 where the accounts are prepared on a receipts and payments basis highlighted boxes, remembering that unpresented cheques should be entered as negative figures.

Name of smaller authority:	Whalley Parish Council			
County area (local councils and parish meetings only)):	Lancashire		
Financial year ending 31 March 20xx				
Prepared by (Name and Role):	Liz Haworth Clerk & RFO			
Date:	24/04/2024			
Balance per bank statements as at 31/3/24:			£	£
Whalley Parish Council Current Account			£8.803	
Whalley Parish Council QEII Current Account			£1,095	
Whalley Parish Council Skipton Building Society Acco	ount		£54,819	
Whalley, Wiswell, & Barrow Joint Burial Committee C			£2,305	
Whalley, Wiswell, & Barrow Joint Burial Committee R	eserve Account 66% Share		£40,465	
				£107,488
Petty cash float (if applicable)				£0
Less: any unpresented cheques as at 31/3/xx (enter	these as negative numbers	s)		
	item 1	,	£0	
Add: any un-banked cash as at 31/3/xx				£0
				£0
Net balances as at 31/3/24 (Box 8)			_	£107,488

Agenda Item 17.3

Explanation of variances - pro forma

Name of smaller authority: WHALLEY PARISH COUNCIL County area (local councils and LANCASHIRE Insert figures from Section 2 of the AGAR in all <u>Blue</u> highlighted boxes

Next, please provide full explanations, including numerical values, for the following that will be flagged in the green boxes where relevant:

• variances of more than 15% between totals for individual boxes (except variances of less than £200);

New from 2020/21 onwards: variances of £100,000 or more require explanation regardless of the % variation year on year;

	2022/23 £	2023/24 £	Variance £	Variance %		Automatic responses trigger below based on figures input, DO NOT OVERWRITE THESE BOXES	Explanation from smaller authority (must include narrative and supporting figures)
1 Balances Brought Forward	97,544	125,110				Explanation of % variance from PY opening balance not required - Balance brought forward agrees	
2 Precept or Rates and Levies	61,777	64,753	2,976	4.82%	NO		
3 Total Other Receipts	32,155	49,943	17,788	55.32%	YES		Grant Funding received for Asphalt Surfacing £16460, Increase of £2752 in Concurrent Grant compared to 2023.
4 Staff Costs	17,428	21,244	3,816	21.90%	YES		Increase of £3752 due to additional staff salary costs to cover long term sick leave.
5 Loan Interest/Capital Repayment	0	0	0	0.00%	NO		
6 All Other Payments	48,720	111,074	62,354	127.98%	YES		One off payments in 2023-24 Payment of £28,400 for project/refurbishment of toilets, Land Ground Survey £3,177, Asphalt Surfacing £19,460 Road Closure £990, Planning Application Works £550, Topographical Survey £495, Sleepers £805, NWFA Donation £2500, Cemetery Settlement £5000, Wall Repair Costs £950 - Total £62327
7 Balances Carried Forward	125,110	107,488	I			VARIANCE EXPLANATION NOT REQUIRED	l
8 Total Cash and Short Term Investments	125,110	107,488	I			VARIANCE EXPLANATION NOT REQUIRED	l
9 Total Fixed Assets plus Other Long Term Investments a	nd 201,374	203,996	2,622	1.30%	NO		
10 Total Borrowings	0	0	0	0.00%	NO		

Rounding errors of up to £2 are tolerable

Variances of £200 or less are tolerable

BOX 10 VARIANCE EXPLANATION NOT REQUIRED IF CHANGE CAN BE EXPLAINED BY BOX 5 (CAPITAL PLUS INTEREST PAYMENT)

Agenda item 18

Whalley Parish Council Approved Minutes Ref No:			Cash Book	MAY 2	MAY 2024				
Chq No. Date	Inv no.	Payee / Payer	Description						
				NW Curr	NW QE2	Skipton	Total	VAT	Net
				£	£	£	£	£	£
DD 01/05/2025		Easy Web	Website/Email Services	(90.71)			(90.71)	(15.12)	(75.59)
Bankline		E Haworth	Salary (& back pay £18.08)	(1,109.14)			(1,109.14)		(1,109.14)
Bankline		E Haworth	Office Expenses	(58.33)			(58.33)		(58.33)
Bankline		HMRC	IT£284.80 NI£30.08 ENI£91.91)	(406.79)			(406.79)		(406.79)
Bankline	1.7E+08	EON	Vale Gardens Electricity	(16.92)			(16.92)		(16.92)
Bankline	448	Abbey Gardening Services Ltd	Parish Churchyard (April)	(349.20)			(349.20)	(58.20)	(291.00)
Bankline	429	Abbey Gardening Services Ltd	Vale Gardens (March)	(555.60)			(555.60)	(92.60)	(463.00)
Bankline	460	Abbey Gardening Services Ltd	Vale Gardens (April)	(327.60)			(327.60)	(54.60)	(273.00)
Bankline	425	Abbey Gardening Services Ltd	Lengthsman 2023/2024	(4,906.20)			(4,906.20)		(4,906.20)
		Movement in Month	-	(7,820.49)	0.00	0.00	(7,820.49)	(220.52)	(7,599.97)
		Cash Book Balance at START of Month	1	80,927.35	1,095.00	54,819.15	136,841.50		
		Cash Book Balance at END of Month	-	73,106.86	1,095.00	54,819.15	129,021.01		
							a "		
Bank Reconciliation				NW Curr	NW QE2	Skipton	Overall		
				£	£	£	£		
		Bank Statement Balance at START of n	nonth	80,927.35	1,095.00	54,819.15	136,841.50		
							0.00		

1,095.00 54,819.15 136,841.50

80,927.35

Cash Book Balance at START of month