

THURNHAM with GLASSON PARISH COUNCIL

MEMBERS OF THE PUBLIC AND PRESS ARE WELCOME TO ATTEND

Summons to Parish Council Meeting to be held on Monday 6th July 2020 at 7:30pm

Due to the COVID19 pandemic and related restrictions this meeting will be held remotely using Zoom Conferencing software.

Members of the public wishing to attend the meeting may do so by contacting the Parish Clerk up to 12 hours prior to the meeting start time. Alternatively, members of the public can contact the submit a question (s) to the Parish Clerk for consideration at the meeting

A G E N D A

- 2001. Apologies:** To receive apologies
- 2002. Minutes:** To consider and approve Minutes of meeting held on Monday 2nd March 2020.
- 2003. Declarations of Interest:** To receive Declarations of Interest of items on the Agenda
- 2004. Remote Meeting Policy:** To consider and approve Remote Meetings Policy (see Agenda pack)
- 2005. Public Participation Procedure:** To consider and approve draft procedure for public participation (see Agenda Pack)
- 2006. Public discussion and Updates:** To adjourn the meeting for a period of public discussion and to provide 'information only' updates on activities in recent weeks. (Note: Any matters needing a 'decision' will be considered as an agenda item at a future meeting)
1. Public discussion
 2. Correspondence since last meeting (see Agenda pack)
 3. Members updates and information only reports since the last meeting
 - a) A588 Thurnham – speed restrictions
 - b) Glasson Marina incident and clear up
- 2007. Insurance:** To consider the 'Local Council Insurance Policy Schedule' dated 30th June 2020
- 2008. COVID-19:** To consider any updates in relation to the emergency
- 2009. Payments:** To consider payment of the following accounts:

Cheque No:	Payee & Detail	£
100396	Bob Bailey, Parish Clerk – Fees & Expenses March 2020 PAID	£215.16
100397	Came and Co – Insurance policy	£364.96
100398	Bob Bailey, Parish Clerk – Fees & Expenses April & May 2020 PAID	£380.52
	Bob Bailey, Parish Clerk – Fees & Expenses June 2020	£205.26
	Bernard Black – Use of Village Noticeboard	£40.00

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- 2010.** **Planning Applications:** To consider the list of planning applications and appeal:

Application No:	Description
No planning applications have been received for consideration	

- 2011.** **Planning Decisions:** To receive an update on planning authority decisions on previously considered applications (see Agenda pack)

- 2012.** To consider date and time of next meeting (7th September 2020)

Parish Clerk
28 Wilson Grove
Heysham,
Morecambe, LA3 2PQ

02 July 2020

Tel: 07828254149 **Email: clerk@thurnhampc.org.uk**

PARISH OF THURNHAM WITH GLASSON
Minutes of the Meeting of the Parish Council held at Glasson Dock Village Hall on
Monday 2nd March 2020 commencing at 7-00 pm.

Present: Councillor Stainton (Chairman)
Councillor Bibby
Councillor Lamb
Councillor Stalker
Councillor Smyth

In attendance: Bob Bailey, Outgoing Parish Clerk, Gill Mason Incoming Parish Clerk; two members of the public and Paula Doherty, Connecting Communities, Lancaster City Council

Following her recent appointment as parish clerk, the Chairman welcomed Gill Mason to the meeting. Members were advised that there would now be a 'handover' period with the current parish clerk until 31st March 2020.

2094 Apologies: Apologies were received from Councillors Hornshaw

2095 Minutes: It was **RESOLVED** that, subject to minor amendments, the Minutes of the meeting held on Monday 3rd February 2020 be approved.

2096 Declaration on interests and dispensations: There were no other declarations of interest or requested dispensations.

2097 Adjournment for public discussion:

- 1) **Public Discussion:** Paula Doherty outlined current initiatives that the Connecting Communities team at Lancaster City Council are working on in partnership with other organisations such as the Fire Service and in supporting the public to take pride in their area and organise litter picks and weeding etc.

The role of the Connecting Committees is to support parish/town councils and local communities in their areas and to connect them to the appropriate authorities and other organisations to make improvements.

Members asked questions about the village playground that had been closed due to extensive drainage problems and how, once open again, it could be improved with new playground equipment and possible landscape work. There followed a discussion about the possible funding of an improvement scheme in the future and what Lancaster City Council could provide in terms of advice and support.

- 2) The Chair of GAP reported that the Saltcotes site was flooded and that given its current state necessary work, including specialist digging, is likely to cost more than the current funding available. Cllr Smyth will act as the parish council's liaison with GAP going forward. **ACTION:** GAP to seek up to three quotations and provide details of the work required and costings at the April meeting of the Parish Council
- 3) **Clerks Report:** The Clerk updated Members on action taken since the last meeting and reported on correspondence received
- 4) **Member updates / matters:** Members commented on matters including:
 - a) Installation of the Bus Shelter at Main Road, Thurnham;
 - b) Ongoing concerns with speeding vehicles on the A588, previously reported to Lancashire County Council and advice that this will be considered as part of the County Highways programme at some point. It was considered that the support of the County Councillor should be sought;
 - c) Discussion about a planned litter pick on the A588 with the support of Lancaster City Council, Street Cleansing and Connecting Communities teams. Given that it is a busy road, traffic management arrangements will need to be in resourced;
 - d) There was also a discussion about litter in general and ways in which the parish council might encourage visitors to take their litter home with them or dispose of it properly;

- e) Members also commented on the enforcement and penalty arrangements in relation to litter dropping;
- f) The low fence around the perimeter of the car park in Glasson needs repair;
- g) Members considered a consultation that had been reported in the Lancaster Guardian in relation to the Coastal path – no information about this consultation had been given the parish council. The final date for consultations to be submitted is 4th March 2020. **ACTION:** That the parish council responds to the consultation,
- h) Matters around the felling of trees at Herons Wood have been discussed with Lancaster City Council's recently appointed Tree Preservation Officer;
- i) The bank signatories and main contact for the parish council's account need to be updated. It was then **RESOLVED** that Members reports and updates be noted, and action taken as required.

2098 Planning applications & statutory consultations: No planning applications had been received for consideration

2099 Planning Authority Decisions: Members considered the up-to-date position on decisions of the planning authority (Lancaster City Council) on planning applications previously deliberated. It was **RESOLVED** that the latest position on planning authority decisions be noted.

2100 Accounts for Payment: The following accounts were considered for payment:

Cheque No.	Description	Amount
100392	R Bailey - Clerks Fees & Expenses February 2020	£215.16
100393	SJA Building & property Services	£804.56

Members noted that the cost of the installation of the bus shelter had increased from what was originally quoted. It was explained that this was because the contractor had to use more staff to get it installed safely. Given that this remained substantially less than the quote received from the bus shelter provider, it was **RESOLVED** that all payments be approved.

2101 Bus Shelter – Glasson Dock: Members were informed that the providers of the No.89 Bus service had declined to reverse their decision to alternate its route, which had been made on safety grounds. Members queried what assessment had been made to support this decision and the involvement of Lancashire County Council in reaching the conclusion that the original route had to be changed.

There followed a further discussion on the need for a new bus shelter in Glasson, where one might be located, the cost and funding opportunities. It was then **RESOLVED** that the parish council considers further, the need for, and provision of, a bus shelter in Glasson as part of its powers under the Local Government (Miscellaneous Provisions) Act 1953, s.4.

2102 Parish Council Newsletter: After the relative success of the previous Newsletter produced by the parish council it was considered that this be produced at least twice a year. There followed a discussion about the possible content of the next edition, including: request for volunteers to support the emergency plan; consultation on the provision of a bus shelter in Glasson; litter picks and a survey of residents to get their views on what they consider to be priority matters within the parish. It was then **RESOLVED** that the parish council continues to produce a regular parish newsletter

2103 Community Emergency Plan: Cllr Smyth gave an update in the Community Emergency Plan that had been revised and previously circulated to Members following feedback from Lancaster City Council's Civil Contingencies Officer. Members noted that there is now a need to establish an Emergency Plan group of volunteers that can provide the support needed to build local resilience and provide support to residents, visitors and the emergency responders should there be a major event invoking the Emergency Plan in the villages of Thurnham and Glasson. After some discussion, it was **RESOLVED** that an Emergency Plan group of volunteers be established.

2104 Date of next meeting: The next meeting of the Parish Council will be on **Monday 2nd March 2020**. The meeting closed at 8:35pm



Clerk to the Council Date:

Chair

Date:

THIRNHAM WITH GLASSON PARISH

Remote Meeting Policy

- 1) **Introduction: Thurnham with Glasson Parish Council** recognises the opportunities offered by meeting virtually in times that a physical meeting is not appropriate and has developed this policy to assist Councillors, officers, members of the public and press to understand how these meetings differ from a physical meeting and to assist people to engage in debate and decision making. The policy is to be delivered within '*The Local Authorities (Coronavirus) (Flexibility of Local Authority Meetings) (England) Regulations 2020*' currently enacted for meetings up to 7 May 2021 if necessary.
- 2) **Publishing the agenda and providing documents:** Councillors are to be summonsed in line with current regulations with the agenda and supporting documents being placed on the Council's website. No agendas will be published on physical noticeboards. Any person unable to access the Council's website must contact the Council and request an electronic copy of the agenda and documents to be forwarded as appropriate. In cases where documents originate from a third party electronic links will be provided where available.
- 3) **Virtual Meeting 'platform': Thurnham with Glasson Parish Council** will utilise Zoom Cloud to provide video communications. Zoom enables video and audio conferencing for persons using mobile devices and desktop personal computers. In preparation for the meeting the Clerk to the Council will provide Councillors with the:
 - Zoom meeting link;
 - Meeting ID, and:
 - Meeting passcode
- 4) **Standing Orders:** Standing Orders will be used to guide the meeting in a similar way as if persons were present at a meeting held at Glasson Village Hall or other specified meeting place.
- 5) **Specific Virtual Meeting Arrangements**
 - a) **Discussions:** During the meeting all persons other than Council Members or officer will be muted. All Councillors attending the meeting will monitor their own background noise and mute their own microphones, except when speaking, to negate interference with the meeting
During the meeting Councillors and officers will raise their hand to indicate to the Chairman that they wish to speak on an agenda item. Councillors may also use the Chat facility in Zoom for the same purpose.

- b) **Voting:** All voting will be undertaken by a show of hands.
- c) **Poor connectivity:** In the case of poor connectivity the Chairman will decide whether to continue with the meeting or to reconvene.

In the case of video not being available for some or all of members attending the Chairman can choose to continue but to operate on a roll call for Councillor views on individual agenda items.

- d) **Attendance:** If a Councillor is believed to have 'dropped out' this will be Minuted. If 'drop-outs' result in the meeting becoming inquorate members will endeavour to re-join for a period of 15 minutes. After 15 minutes, if the meeting is still inquorate, the Chairman will suspend the meeting and reconvene at a later time and date subject to the statutory days of notice. Councillors will be telephoned to advise of the suspension.

- 6) **Virtual Meeting Etiquette:** Normal Standing Orders apply with regard to Conduct at Meetings and all attendees are expected to be mindful of the difficulties people experience with regard to the operation of technology.

Behaviour that is contrary to the intended outcomes of the meeting will be dealt with at the discretion of the Chairman. For a member of the public or press this may result in them being dismissed from the Zoom meeting.

- 7) **Declaration of Interests:** A Councillor that has declared an interest that requires them to leave the meeting will be placed in the waiting room. On conclusion of the item for which the declaration is made the Councillor will be returned to the meeting

- 8) **Public Attendance and Participation:** Members of the public wishing to attend the virtual meeting must inform the Town Clerk, who will arrange to send the Zoom meeting link and access details not less than two hours prior to the meeting.

During the public participation period members of the public will be required to 'enable video' to be visible to the Chairman and will raise their hand to indicate that they wish to speak.

Their microphone will then be unmuted, and they can address the meeting. Following the conclusion of their address the microphone will be muted and their video switched off.

Standing Orders in relation to public participation will be followed as if persons were present.

- 9) **Confidential Matters:** Confidential matters will be dealt with through a separate Zoom meeting that is available to Councillors only. On conclusion of the non-confidential matters on an agenda the meeting will be suspended for Councillors to re-join using the confidential zoom meeting link that will have been provided to Councillors only.
- 10) **Recording:** Zoom meetings will be recorded and made available to Councillors, the press and members of the public.
- 11) **Information:** The chat view box on the Zoom meeting will be disabled, except for the sharing of additional information by the Parish Clerk or as directed.

Policy adopted 2020

For further information see The Local Authorities (Coronavirus) (Flexibility of Local Authority Meetings) (England) Regulations 2020

<http://www.legislation.gov.uk/uksi/2020/392/contents/made>

THURNHAM WITH GLASSON PARISH TOWN COUNCIL

Public Participation at Full Council Meetings

Guidance for the Public

1 Introduction

1.1 Pursuant to the Public Bodies (Admission to Meetings) Act 1960, the public have a statutory right to attend meetings of a Town/Parish Council and its Committees. Importantly they have no right to participate in a meeting, unless permitted to do so by the Council.

2 Procedure

2.1 The Council's public participation is:

- 1) A period of 20 minutes public participation be allowed at the beginning of each Parish Council meeting following consideration of the statutory items.
- 2) The public are permitted to address the Council for no longer than five minutes.
- 3) The public are only permitted to make representations regarding items on the agenda, although other issues can be raised if written notice of the question/matter are submitted to the Clerk 10 working days prior to the meeting.

2.2 The public should note that during the public participation session the meeting will be adjourned and reconvened following completion of the public session as such the public are not permitted to take part in any other items on the agenda.

2.3 Questions should be about items of business to be transacted at the meeting (i.e. items on the agenda) and the statements/questions should not represent personal attacks on individual Councillors or officers

Thurnham with Glasson Parish Council Correspondence – July 2020 meeting



Date	Sender	Topic
22/02/2020	Lancaster City Council	Draft Community Emergency Plan - reviewed
13/03/2020	Keep Britain Tidy	COVID19- Great British Spring Clean Guidance
18/03/2020	Lancaster City Council	Litter Pick – Risk assessments
22/03/2020	Lancaster City Council	Lancaster District Councillors & MPs briefing on City Council Covid-19
23/03/2020	Councillor Stainton	COVID19 leaflet distribution and updates
24/03/2020	Lancaster City Council	COVID19 – closure of playgrounds
25/03/2020	Lancaster City Council	COVID19 Community Pandemic Group
25/03/2020	Lancaster City Council	Useful information for the community regarding Coronavirus
26/03/2020	Lancaster City Council	Coronavirus information service on WhatsApp
27/03/2020	Town Clerk	Government guidance on MOT
27/03/2020	Lancaster City Council	19/01507/FUL Planning application
30/03/2020	Lancaster City Council	COVID19 Related scams
02/04/2020	Parish Clerk	Closure of Car park - Glasson canal basin
04/04/2020	National Association of Local Councils (NALC)	New legislation on remote meetings and annual meeting
06/04/2020	Lancashire County Council	Funding offer for COVID-19 actions from Community Foundation for Lancashire
08/04/2020	NALC	NALC Legal Briefing – Coronavirus Act
08/04/2020	Lancaster City Council	COVID19 - Grass cutting
10/04/2020	Lancaster City Council	COVID19 Support Network Meeting Notes
10/04/2020	Lancaster City Council	COVID-19 Civic leaders briefing
19/04/2020	Lancaster City Council	COVID-19 Civic leaders briefing
22/04/2020	Lancashire County Council	LRF Update Bulletin
22/04/2020	Lancaster City Council	At a glance info on Vulnerable People
22/04/2020	Lancashire Resilience Forum	Guidance on religious festivals
22/04/2020	Lancaster City Council	COVID19 – Closure of Household waste recycling centres and Fly Tipping
22/04/2020	Lancashire Resilience Forum	COVID 19 update

Thurnham with Glasson Parish Council

Correspondence – July 2020 meeting



Date	Sender	Topic
24/02/2020	Lancashire County Council	Footpath 48 Public Right of way
24/02/2020	Lancaster City Council	20/0046/TPO Land Opposite 1-5 Ashton Barn
27/04/2020	Lancaster City Council	COVID-19 Civic leaders briefing
05/05/2020	Councillor Stainton	Bags of builders sand on West View
11/05/2020	Resident	Electric car charging point
11/05/2020	BWML	Reopening Glasson Car Park
12/05/2020	Lancashire County Council	Waste & Recycling
14/05/2020	Lancashire County Council	Public Rights of Way - Local Delivery Scheme 2020/21
14/05/2020	Lancaster City Council	COVID19 Support Network Notes
14/05/2020	Lancaster City Council	Plants Project
14/05/2020	Lancaster City Council	Volunteer and Mutual aid COVID19 Notes
15/05/2020	Lancashire County Council	Safety message for Lancashire country park
18/05/2020	Members	Bikers visiting the village
18/05/2020	Lancaster City Council	COVID19 New guidance on spending time outdoors
22/05/2020	Lancaster City Council	COVID19 - Coronavirus testing
22/05/2020	Lancaster City Council	Lancaster City Council - Community Hub
31/05/2020	Members	30 mph speed limit A588 Thurnham
15/06/2020	Lancaster City Council	COVID19 support network - Community and Faith groups notes
15/06/2020	Lancaster City Council	20/00514/FUL Planning application
16/06/2020 – 30/06/2020	Members	Glasson Action Partnership – Saltcotes Pond
23/06/2020 - 25/06/2020	BWML and Members	Incident at Glasson Basin Marina
30/06/2020	Lancaster City Council	COVID19 Support Network Notes
30/06/2020	Lancaster City Council	Local Plan News

Came & Company Local Council Insurance Policy Schedule

This schedule gives details of your premium, and identifies the sections of the policy document that you have chosen for your policy.

Date of Issue	30th June 2020
Policy Number	SCO119736/2173614
Period of Insurance	1st June 2020 to 31st May 2021
Insured	Thurnham Parish Council
Business	Parish Council
Address	28 Wilson Grove Heysham Lancashire LA3 2PQ
Renewal Premium	£281.21
Insurance Premium Tax	£33.75
Total	£314.96

Please read this schedule alongside your Charity and Community Insurance policy document and the updates notice in this pack. You should tell your broker if you want to make any changes. They will be able to tell you whether the changes affect your renewal.

If you need a copy of the policy documents, please contact your broker or visit www.ecclesiastical.com/me866

IMPORTANT NOTICE: Changes to your policy

We have converted your Charity and Community Insurance policy to our most up-to-date version; the significant changes are summarised in a separate "How has your policy changed?" document. For a copy of this please contact your broker.

It is important you read this document carefully and check your policy schedule to confirm the sections that apply to you. If you have any questions, please get in touch with us.



The policy document

For a copy of the policy document contact :

Came & Company Local Council Insurance
Blenheim House
1-2 Bridge Street
Guildford
GU1 4RY

or visit

www.ecclesiastical.com/me866

Changes to your policy

To obtain a copy of this document, please contact your broker.

Came & Company Local Council Insurance Policy Schedule



Policy clauses

Councillor definition

The following is added to the General definitions

COUNCILLOR

means any person elected by the members of a parish town or community who serves on the parish town or community council named as Insured in the schedule

Unoccupied definition

The General definition of UNOCCUPIED is amended to read as follows

UNOCCUPIED

means vacant untenanted unfurnished empty or no longer in active use for a period exceeding 45 consecutive days or 180 consecutive days in respect of sports pavilions and/or changing rooms

Came & Company Local Council Insurance Policy Schedule



Fixed Rate Agreement

Period of Agreement: 1st June 2020 To 31st May 2023

Applicable to the following numbered policy sections: All sections

Definitions applicable to this agreement

LOSS RATIO means the sum of:

$$\frac{\text{INCURRED CLAIMS}}{\text{EARNED PREMIUM}} \times 100$$

INCURRED CLAIMS means the sum of

- all claims paid including payments on claims which occurred prior to the inception date of the agreement (including costs and expenses) and
- claims estimated by US including changes in estimates on claims which occurred prior to the inception date of the agreement in accordance with OUR standard reserving procedures

For all sections of this policy applicable to this agreement for the period from the inception of this agreement to the date WE calculate the LOSS RATIO prior to each renewal date

EARNED PREMIUM means the premium paid or payable for all sections of this policy applicable to this agreement including all premium adjustments but excluding:

- Insurance Premium Tax and any other taxes or levies and
- Any premiums in respect of Terrorism insurance

for the period from the inception of this agreement to the date WE calculate the Loss Ratio prior to each renewal date

The Agreement

In consideration of YOU agreeing to maintain all applicable sections of this policy in force for the Period of the Agreement WE will offer renewal of the Policy at the rates of premium existing at the inception date of the agreement subject to the LOSS RATIO not being higher than the percentage stated below

LOSS RATIO 50%

If the LOSS RATIO is higher than the percentage stated above WE may amend the rates of premium and terms and if WE do YOU are under no obligation to renew the policy under this agreement.

Provided that

- a) YOU will notify US immediately of all known claims or incidents that may lead to a claim which occur during the Period of Agreement
- b) All values / sums insured upon which the premium is based will be reviewed by YOU prior to each renewal date and updated as appropriate, which may include but not be limited to the appropriate level of index linking
- c) WE may terminate this agreement or amend the premium rates, rates of tax and terms and conditions of this agreement where
 - i. There is a change in YOUR business activities which materially increases the risk
 - ii. There are acquisitions or disposals of property or businesses by YOU
 - iii. Changes in legislation or material legal precedents are established by any court of law
 - iv. Material changes in reinsurance protection are imposed upon US by reinsurers or the availability or cost of reinsurance to US changes
- d) YOU will pay all Insurance Premium Tax including any increases in tax as may be applied
- e) This agreement does not apply in respect of any Terrorism insurance provided by this policy
- f) YOU undertake to complete within the time limits specified any survey risk improvements or other risk management measures required by US

All other terms conditions and exceptions of the policy continue to apply.

Section 1: Property damage

Came & Company Local Council Insurance Policy Schedule



Insured

The items your insurance covers

The table below shows the items which are covered by the Property damage section of your policy, and the amounts for which they are insured.

Item	Sum insured
Insured premises	
Tenant's improvements	£0.00
Contents	£0.00
Stock	£0.00
Artwork	£0.00
Groundsperson's equipment situate within the council district	£0.00
Sports equipment situate within the council district	£0.00
Fixed property in the open situate within the council district	
War memorials	£0.00
Sports surfaces	£0.00
Other surfaces	£0.00
Trees (single article limit £250)	£0.00
Street furniture	£19,351.57
Outside equipment	£0.00
Playground equipment	£0.00
Gates & fences	£0.00

Subsidence

Extension applies

Excesses applying to this section

All claims excluding those specified below £250

Glass £100

PERSONAL BELONGINGS £100

SUBSIDENCE (if insured) £1,000

Came & Company Local Council Insurance Policy Schedule



'All risks' away from the premises

Applicable to CONTENTS items only

Item	Sum Insured	Area covered	Excess
*Unspecified All risks including council regalia	£5,000	UK	£250
Include specified Items	£0	UK	£250

*The cover and inner limits is more defined in the policy document

Property damage clauses

Contents definition – Personal belongings of Councillors

The following is added to the definition of CONTENTS

The PERSONAL BELONGINGS of COUNCILLORS whilst contained in the PREMISES for an amount not exceeding £2,500 per person

Personal money of COUNCILLORS whilst contained in the PREMISES for an amount not exceeding £100 per person

Contents definition – Floating Contents

Cover in respect of CONTENTS applies at all specified PREMISES occupied by YOU in connection with YOUR BUSINESS

The sum insured is the maximum WE will pay in total for DAMAGE to YOUR CONTENTS

Sports pavilions and or changing rooms condition

In respect of sports pavilions changing rooms and other PREMISES not in active use due to seasonal closures it is a CONDITION PRECEDENT TO LIABILITY that

- (a) All electricity gas and water services are turned off at the mains and all water systems drained down except that YOU must preserve the services for any intruder alarm or fire alarm or automatic sprinkler installations fire suppression systems and all other protective and security devices and ensure that these continue in full and effective operation at all times

If to preserve the automatic sprinkler system YOU are unable to turn off the water supply and drain down then YOU must set the heating so that a minimum temperature of 7 degrees Celsius is maintained

- (b) YOU must ensure that any fuel or storage tanks are drained down or emptied and their contents removed by YOUR usual supplier
- (c) YOU must keep the site clear of waste materials gas bottles and redundant contents
- (d) YOU must close and secure all points of access to the PREMISES and bring into operation all locks and other protections fitted to the PREMISES
- (e) A responsible person must inspect the PREMISES internally and externally at least once a week to ensure that parts (a) (b) (c) and (d) are being complied with and that there is no deterioration in the fabric of the building

An inspection log of all defects damage signs of vandalism or unauthorised access must be maintained and available for inspection at any time by US

All damage or defects must be rectified accordingly and all necessary repairs undertaken to make the PREMISES secure following any act of vandalism or unauthorised access

Came & Company Local Council Insurance Policy Schedule



YOU must give US immediate advice of any illegal entry to or DAMAGE to the PREMISES whether YOU intend to make a claim or not

Trees

The necessary and reasonable costs to restore trees specified in this schedule following DAMAGE to its appearance when first planted by any cause not otherwise excluded by this policy

Excluding

(a) DAMAGE caused by STORM or FLOOD

(b) any cost arising from the failure of seed to germinate or trees to become established

Limit

£2,500 any one claim and £5,000 any one period of insurance

Extension 28 – Defibrillators and cabinets

The following Extension is added:

DAMAGE to defibrillators and associated cabinets for which YOU are responsible

Limit

£5,000 any one period of insurance

Came & Company Local Council Insurance Policy Schedule



Section 2: Fine art and collections

Not insured

Section 3: Equipment breakdown

Section applies.

Excess £250

Section 4: Business interruption

The items your insurance covers

The table below shows the amount covered by the Business interruption section of your policy.

Item	Sum insured	Declaration linked basis	Maximum indemnity period
Revenue	£10,000	No	12 months
Rent Receivable	£0.00	No	
Additional Cost of working	£10,000	No	12 months

Section 5: Goods in transit

Not Insured

Section 6: Money with assault extension

Cover A: Money

The table below shows the limit of our liability for any one occurrence.

Types of Money	Limit of liability
Non-negotiable money	£250,000
Other money	
On the premises during business hours	£1,000
In transit	£1,000
In any other circumstances	£500
Misappropriation by authorised employees (£2,000 per person)	£5,000
Money in safes out of business hours	£1,000
Money in an unspecified safe	
Money in the following Specified Safes (Subject to suitability of safe)	
n/a	£0

Cover B: Assault extension

Cover applies
Number of Units Insured 4

Money with assault clause

Section 6 - Money with assault extension

Cover B – Assault extension

Exclusions

Is restated as

WE shall not be liable for BODILY INJURY

(1) arising from wilful exposure to needless peril (except in an attempt to save human life)

(2) sustained by any person before that person attains the age of 16 years or after the expiry of the period of insurance in which that person attained the age of 90 years

Section 7: Personal accident

Cover types

Type B

Accidents arising out of and in the course of employment by the Insured

Insured persons or category of persons	Cover type		Benefits limit	Deferment period
Councillors, trustees volunteers and employees aged 16-85	B	Death	£50,000	
	B	Loss of limb(s) or loss of eye(s) or loss of hearing	£50,000	
	B	Permanent total disablement	£50,000	
	B	Temporary total disablement	£250 per week	2 weeks
	B	Temporary partial disablement	£40 per week	2 weeks

Insured persons or category of persons	Cover type		Benefits limit	Deferment period
Councillors, trustees volunteers and employees aged 86-90	B	Death	£50,000	
	B	Loss of limb(s) or loss of eye(s) or loss of hearing	£50,000	

Personal accident clause

Section 7 - Personal accident

Exclusion 2) is restated as

2) sustained by any person under the age of 16 years or to any person after the expiry of the period of insurance in which that person attained the age of 90 years

7 – Personal accident

Extension 6 - Key person cover

Definitions applicable to this endorsement

Each time any of the following words or phrases appear in this extension in capital letters they will take the specific meaning shown below and not as otherwise stated

Came & Company Local Council Insurance Policy Schedule



Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

KEY PERSON(s)

Any of your clerks deputy clerks grounds-men or deputy grounds-men aged between 16 and 90 inclusive at the start of the PERIOD OF INSURANCE

WE consider them to be KEY PERSON only while they are working on behalf of YOUR BUSINESS or commuting to or from YOUR BUSINESS

ACCIDENTAL BODILY INJURY

An identifiable bodily injury including illness solely and directly resulting from the injury to an INSURED PERSON which is caused by an accident occurring at an identifiable time and place during the PERIOD OF INSURANCE and which results in the KEY PERSON death or DISABLEMENT

ILLNESS

An illness or disease contracted by a key person which first becomes apparent during the PERIOD OF INSURANCE and which results in the KEY PERSON DISABLEMENT

PERIOD OF INSURANCE

The time for which this policy is in force as shown in the schedule

DISABLEMENT

A condition which in the opinion of a qualified medical advisor approved by **us** entirely prevents the KEY PERSON from attending to their duties on YOUR behalf

Cover

If a KEY PERSON suffers ACCIDENTAL BODILY INJURY or contracts an ILLNESS which lasts for more than 14 days WE will pay YOU for the expense YOU incur in replacing YOUR KEY PERSON during the PERIOD OF INSURANCE and any subsequent PERIOD OF INSURANCE less any savings YOU are able to make in order to avoid or reduce a loss

Exclusions

WE will not make any payment under Extension 6 - Key person cover where the ACCIDENTAL BODILY INJURY to or ILLNESS of a KEY PERSON is directly or indirectly caused by or results from:

- (a) any emotional or psychiatric disorder or condition
- (b) the KEY PERSON taking or using drugs or controlled substances (other than drugs legally and appropriately prescribed by a qualified medical practitioner and properly used by the KEY PERSON)
- (c) the KEY PERSON committing suicide or deliberately injuring themselves or putting themselves in unnecessary danger (unless trying to save a human life)
- (d) any criminal act by YOU or the KEY PERSON
- (e) pregnancy or any condition connected with pregnancy or childbirth
- (f) any physical defect infirmity or medical condition known to the KEY PERSON at the inception date of this policy unless the defect infirmity or condition has been without the need for any medical advice or medical treatment during the 24 month period preceding the inception date of his policy

Limits

WE will pay the expense YOU incur up to £400 per week for a maximum of 26 weeks

If a KEY PERSON is suffering from temporary DISABLEMENT WE will pay only the period of that KEY PERSON DISABLEMENT and WE will consider the KEY PERSON to have made a recovery when he or she is able to engage in and perform the major duties of his or her role in YOUR BUSINESS

Section 8: Loss of registration/licence

Not Insured

Section 9: Liabilities

Cover 1: Employers' liability

Limit of indemnity £10,000,000

Cover 2: Public and products liability

Cover	Limit of indemnity	Third party property damage excess
Public liability	£10,000,000	£250
Products liability	£10,000,000	£N/A

Liabilities clauses

Employee(s) definition – Councillors

The definition of EMPLOYEE(S) is extended to include any COUNCILLOR

Section 10: Reputational risks

Cover 1 Libel Slander

Limit of indemnity £250,000

Cover 2 PR Crisis Communication

Cover A Claims related

Limit of indemnity £25,000

Excess £250

Section 11: Hirers' liability

Limit of indemnity: £2,000,000

Estimated hiring charges:

Third party property damage excess: £250

Section 12: Professional indemnity

Not insured

Section 13: Officials indemnity

Cover	Limit of Liability	Excess	Wrongful act date
Officials indemnity – Cover 2	£500,000	£250	N/A

Officials indemnity clauses

Officials indemnity section

Cover 2 of Section 13 is renamed to read 'Officials indemnity'

Insured definition

The definition of Insured is restated as follows

INSURED

means the council charity or organisation first named or identified as the Insured in the schedule

Trustee definition

The definition of Trustee is restated as follows

TRUSTEE

means anyone who is at any time a COUNCILLOR trustee director shadow director officer or member of the management committee of the ORGANISATION or the RELATED BODY and who is not

- (a) a trust corporation or
- (b) the receiver administrator administrative receiver liquidator or external auditor of that ORGANISATION or RELATED BODY

Section 14: Cyber

Not insured

Section 15: Legal expenses

Insured events	Limits of indemnity
ELP Standard cover	£250,000

Standard cover includes

- Employment disputes compensation awards & service occupancy
- Legal defence
- Statutory licence appeal
- Contract disputes
- Debt recovery
- Property protection and bodily injury
- Tax protection

Legal expenses clause

Came & Company Local Council Insurance Policy Schedule



C5034 Amendment to cover - ELP Cover

The following changes are made to the Legal Expenses section

Definitions

The definition of "Reasonable prospects" is deleted and replaced with the following

REASONABLE PROSPECTS

means

(1) For civil cases the prospects that the INSURED PERSON will recover losses or damages or a reduction in tax or Pay Related Social Insurance Contribution liabilities (or obtain any other legal remedy which WE have agreed to including an enforcement or judgment) or make a successful defence must be at least 51%

DAS or a PREFERRED LAW FIRM on DAS' behalf will assess whether there are REASONABLE PROSPECTS

(2) For criminal cases there is no requirement for there to be prospects of a successful outcome

(3) For all civil and criminal appeals the prospects of a successful outcome must be at least 51%

Cover

Insured event 1b) Employment financial compensation awards is deleted and replaced as follows:

(b) Employment financial compensation awards

Where DAS have accepted a claim under INSURED EVENT 1(a) WE will pay

(1) any basic and compensatory award

and/or

(2) an order for compensation or damages following a breach of the INSURED'S statutory duties under employment legislation

Provided that

(1) in cases relating to performance grievance or conduct of an employee the INSURED has sought and followed advice from OUR legal advice service throughout

(2) for compensation following YOUR breach of statutory duty under employment legislation YOU have at all times sought and followed advice from OUR legal advice service since the date when YOU should have known about the employment dispute

(3) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy but not the redundancy payment itself YOU have sought and followed the advice given by DAS Claims Department prior to serving notice of redundancy

(4) the compensation award is awarded by a Workplace Relations Adjudicator Employment Appeals Tribunal or the Labour court under a judgement made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by DAS

Came & Company Local Council Insurance Policy Schedule



(5) the total of the compensation awards payable by US shall not exceed the aggregate limit as stated in the policy schedule in any one period of insurance

Exclusions

(i) Any compensation award relating to the following

(a) Trade union activities trade union membership or non-membership industrial or labour arbitration collective bargaining agreements trade union recognition or matters concerning European Work Councils

(b) Health & Safety related dismissals or any other claims brought under Section 27 of the Safety Health and Welfare Work Act 2005

(c) Pregnancy or maternity rights paternity parental or adoption rights

(d) Civil claims against or statutory rights in relation to trustees of occupational pension schemes

(e) Statutory rights in relation to Sunday shop and betting work

(ii) Non-payment of money due under the relevant contract of employment or statutory provision relating thereto

(iii) Any award ordered because the INSURED has failed to provide relevant records to employees under the National Minimum Wage

(iv) Claims under the Organisation of Working Time Act where YOU have failed to maintain adequate working time records

(v) Any employment financial compensation award relating to failure to comply with a current or previous recommendation made by the Workplace Relations Commission the Labour Court or a tribunal including non-compliance with a reinstatement or re-engagement order

(vi) Any compensation award relating to personal injury brought as part of the same set of proceedings as a claim accepted under INSURED EVENT

1(a) Employment practices legal protection

Section 16: Fidelity

Aggregate Limit of indemnity £150,000

Category: All EMPLOYEES

Type	Commencement date	Specific limit of indemnity	Excess
All EMPLOYEES	1st June 2020	£150,000	£250

Fidelity clause

Employee(s) definition – Councillors

The definition of EMPLOYEE(S) is extended to include any COUNCILLOR

Section 17: Terrorism

Not Insured

Thurnham with Glasson Parish Council

Planning Application Comments & Decisions

July 2020 meeting



Application Number / Description	Parish Council Comment	Planning Authority Decision / Status
<p>19/00891/FUL: Change of use of pub to mixed use unit comprising of bar at ground floor; 2 holiday flats on the first floor; 2 residential flats on the second floor & demolition of rear link & change of use of barn & outbuildings to form 4 2-bed dwellings – Victoria Hotel, Victoria Terrace, Glasson Dock</p>	<p>Support in principle – Comment on history, heritage and character of the building</p>	<p>Awaiting decision</p>
<p>19/00892/LB: Listed building application for internal and external alterations to facilitate planning application 19/00891/FUL</p>		
<p>19/01457/FUL: Demolition of existing agricultural building & erection of a kennel building, change of use of agricultural buildings to form associated reception building and dog training buildings, change of use of agricultural land to form dog exercise area, construction of internal roads and parking areas & installation of a package treatment plant – Herons Wood Farm, Lancaster Road, Conder Green, Lancaster</p>	<p>Neutral comments submitted regarding visibility; noise; felling of trees and that approval of the planning application appears to have been anticipated</p>	<p>Awaiting decision</p>
<p>19/01507/FUL: Erection of a two-storey side extension, a single storey side/rear extension with balcony above and a two-storey outbuilding – Canal Cottage, School Lane, Glasson Dock, Lancaster</p>	<p>Support in principle</p>	<p>Application Permitted</p>
<p>20/0046/TPO: Selective branch removal to provide a maximum clearance of 5m to enable operation of agricultural machinery – Land opposite 1-5 Aston Barns, Ashton with Stodday</p>	<p>Support in principle</p>	<p>Application Permitted</p>

Thurnham with Glasson Parish Council Planning Application Comments & Decisions July 2020 meeting



Application Number / Description	Parish Council Comment	Planning Authority Decision / Status
20/00514/FUL: Installation of a sculpture to mark the start/finish of the Bay Cycle way – Land West of Canal Lock, Tithebarn Hill, Glasson	Objection	Awaiting decision