

NORMANTON TOWN COUNCIL

Donna Johnston
Town Clerk & RFO

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The Town Hall
High Street
Normanton
WF6 2DZ

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To members of the Finance
Committee

Our ref: DJ/hs
Date: 29th February 2024
Please Reply to: Donna

Dear Councillor,

You are hereby summoned to attend a meeting of the **FINANCE COMMITTEE** on **Wednesday 6th March 2024** at **1.00pm** at **Normanton Town Hall**, High Street, Normanton, WF6 2DZ.

If you are unable to attend, please submit your apologies, with reasons, to the Town Clerk before the meeting.

Yours sincerely

A handwritten signature in black ink, appearing to be 'Donna Johnston', followed by a small dot.

Mrs Donna Johnston FdA
Town Clerk & RFO.

FINANCE COMMITTEE

Wednesday 6th March 2024 at 1:00pm at Normanton Town Hall

AGENDA

038.	Apologies for Absence To receive apologies for absence.	
039.	Members Declarations of Interest To receive members declarations of interest.	
040.	Minutes To receive and sign the minutes of a meeting of the Finance Committee held on Monday 22 nd January 2024 (Minute Numbers 028-037; Page Numbers 7-10).	ENC A
041.	Small Grants To consider applications for small grants from local organisations. Wakefield Wildcats Netball Club £500.00 to purchase match bibs. The Brig Bike Hub £500.00 to purchase maintenance equipment and tools for the free cycling maintenance workshops.	
042.	Internal Audit Report To receive the report of the internal auditor and an update on progress made with recommendations.	ENC B
043.	Review of the Effectiveness of Internal Controls To carry out a review of the effectiveness of the Internal Controls.	ENC C
044.	Risk Management Assessment To review the newly updated Risk Management Assessment following recommendations from the Internal Auditor.	ENC D
045.	Business Continuity To consider appointing an additional member of staff to set up payments with the bank in the absence of the Town Clerk.	

	To consider adding an additional card holder to the Lloyds Multi-pay account so that purchases can be made in the absence of the Town Clerk.	
046.	Mayors Fundraising To formally change the name of the Mayors fundraising from 'Mayors Charity' to 'Mayors Appeal' in line with advice from YLCA.	
047.	Financial Regulations To review the Council's Financial Regulations following recommendations from the Internal Auditor.	ENC E
048.	Review of Direct Debits To review the list of Direct Debits following the recommendation of the Internal Auditor.	ENC F
049.	List of Regular Payments To review the list of regular payments for approval in advance following the recommendation of the Internal Auditor.	ENC G
050.	Review of Insurance Policy To consider the pre-renewal questionnaire and ensure that the insurance cover is appropriate.	ENC H
051.	Potts Terrace Grass Cutting To consider the Service Level Agreement and costs for the maintenance of the land at Potts Terrace.	
052.	Hanging Baskets 2024-25 To consider quotes for the provision of Hanging Baskets for summer 2024 and Spring 2025.	
053.	Payroll Provider To consider quotes for payroll providers.	
054.	Promotional Items To consider purchasing promotional pens and pencils from the existing budget of £1,200.00.	

NORMANTON TOWN COUNCIL



MINUTES OF THE FINANCE COMMITTEE

Held on Monday 22nd January 2024 at Normanton Town Hall

Present: Councillor E Blezard
 Councillor M Jennings
 Councillor B Mayne – Chairman
 Councillor P Mayne
 Councillor J Pritchard
 Councillor P Sampson
 Councillor R Seal – Vice Chairman
 Councillor K Wilson, JP
 Donna Johnston – Town Clerk

028. **Apologies for Absence**

RESOLVED that apologies for absence be received from Councillor A Bones and Councillor H Jones.

029. **Members Declarations of Interest**

RESOLVED that the following declarations of interest be received:

Councillor E Blezard
 Non-Pecuniary Interest
 Small Grants – Alice Bacon Memorial Trust and 1st Normanton Scouts

Councillor P Mayne
 Non-Pecuniary Interest
 Small Grants – Alice Bacon Memorial Trust

Councillor J Pritchard
 Non-Pecuniary Interest
 Small Grants – The Well Project

030. Minutes

RESOLVED that the minutes of a meeting of the Finance Committee held on Tuesday 24th October 2023 (Minute Numbers 014-027; Page Numbers 4-6) be received and signed by the Chairman.

031. Cash Books

RESOLVED that the cashbooks for months 7-9 of the 2023/24 financial year be received.

032. Bank Reconciliation

RESOLVED that the Bank Reconciliation for month 9 of the 2023/24 financial year showing a cash balance of £302,566.77 be received.

033. Balance Sheet

RESOLVED that the Balance Sheet for month 9 of the 2023/24 financial year showing a balance of £306,252.00 be received.

034. Budget Review

Members reviewed the budget up to month 9 of the 2023/24 financial year. Attention was drawn to any significant overspends in accordance with the financial regulations.

Members were satisfied with the detail of the report which showed:

Income of £356,221.17

Expenditure of £269,782.01

RESOLVED that the budget review reports be received.

035. Small Grants

RESOLVED that the following grants totalling £4872.49 be awarded:

Meet n Eats Diner

£500.00

Towards the cost of Christmas gifts and catering equipment.

The Well Project

£500.00

Towards the cost of Easter activities.

Altofts Bowling Club

£489.29

Towards the cost of grounds maintenance equipment and feed.

Normanton Knights ARLFC

£500.00

Towards the cost of netting and posts.

1st Normanton Scouts

£500.00

Towards the cost of a storage container.

Friends of Altofts Library

£383.20

Towards the cost of library equipment.

Alice Bacon Memorial Trust

£500.00

Towards the cost of a theatre trip in June 2024.

The Well Project

£1,100.00

Towards the cost of a dehumidifier for the new shop.

WDH

£400.00

Towards the cost of a children's fun day to be held on 31st May 2024.

The balance of £1,627.51 would be earmarked for any further applications received before the end of the financial year. Of that figure, up to £500 would be reserved for an application from the cycle project at Altofts Community Sports Foundation (The Brig). This would be formally considered at the next meeting.

036. **Budget 2024-25**

Members considered the draft budget for the 2024/25 financial year which would be as follows:

Expenditure

Finance Committee	£82,617.00
Allotments Committee	£13,000.00
Events Committee	£67,920.00
Property Committee	£76,995.00
Staffing Committee	£173,745.09
Total Expenditure	£414,277.09

Income

Finance Committee	£4,000.00
Allotments Committee	£8,765.65
Events Committee	£5,090.00
Property Committee	£1,138.00
Staffing Committee	£ -
Total Income	£18,993.65

Contribution from Reserves

Finance Committee	£ 500.00
Property Committee	£35,000.00
Total	£35,500.00

Budget Shortfall £359,783.44

037. Precept 2024-25

RESOLVED that the Finance Committee recommend to Council that the precept be fixed at £359,783.44 for the 2024/25 financial year.

This represents an increase of 8.03% on a band D property.

	Charge	Increase
A	£36.62	£2.72
B	£42.72	£3.17
C	£48.83	£3.63
D	£54.93	£4.08
E	£67.14	£4.99
F	£79.34	£5.89
G	£91.55	£6.80
H	£109.86	£8.16

The majority of homes in Normanton are in band C or below so the cost of the Town Council still provides good value for money at 70p – 93p per week.

In the absence of any further business, the Chairman thanked everyone for attending and closed the meeting.

NORMANTON TOWN COUNCIL
FINANCE COMMITTEE
 Wednesday 6th March 2024

INTERNAL AUDIT REPORT

In 2023, the Town Council appointed Internal Audit Yorkshire to carry out the audit for the 2023/24 financial year.

Our interim audit was carried out in November 2023 and a series of recommendations has been put forward which can be found on pages 18 and 19 of the enclosed report.

The recommendations are summarised below along with an update on progress in blue text.

No	Recommendation
1	<p>That the councils Scheme of Delegation and Committee Terms of Reference are reviewed to ensure that they are consistent with each other, and consideration be given to combine this into one core governance document setting out the delegated powers in accordance with the delegation arrangements.</p> <p>Completed and approved by Council 12th December 2023 Minute Number 131.</p>
2	<p>That formal purchase orders be issued by the RFO where it is appropriate to do so which clearly details the authorisation from council minutes or Financial Regulations. Where the role is carried out by the Clerk/RFO and expenditure is incurred by the RFO, the purchase order should be countersigned by another officer to ensure segregation of duties.</p> <p>Purchase orders set up within the Scribe Accounting system with effect from December 2021. POs to be countersigned in every instance to ensure consistency.</p>
3	<p>That a suitably designed authorisation stamp be used for all invoices to evidence the payment control and authorisation checks in accordance with the Financial Regulations and to form an adequate audit trail that can be worked back to where the payment originated from.</p> <p>Stamp in use with effect from 1st January 2024.</p>
4	<p>That the Financial Regulations are reviewed to ensure that any delegated authority to the Clerk to make payments is documented within Financial Regulations 5 and 6.</p>

	Completed 7 th December 2023. Included on the Finance Committee Agenda 6 th March 2024 and for adoption at Council 12 th March 2024.
5	<p>That the council ceased the administration of the Mayors Charity until advice on Charitable Funds is obtained from the Local County Association.</p> <p>Advice obtained from YLCA 7th December 2023. Proposed name change included on the Finance Committee agenda 6th March 2024.</p>
6	<p>That a contracts procurement timetable is created which identifies all regular and fixed term contracts, the contract period and total contract values and that future procurement is considered to ensure that the market is tested and best value for money is secured. Where it is appropriate to do so the council should consider fixed term contracts following any competitive tendering exercise.</p> <p>Work has started compiling the information into one central spreadsheet. Ongoing work.</p>
7	<p>That procedures and internal controls for the making of BACS payments is incorporated within the Financial Regulations.</p> <p>Completed 7th December 2023. Included on the Finance Committee Agenda 6th March 2024 and for adoption at Council 12th March 2024.</p>
8	<p>That consideration be given for business continuity purposes for BACS payments to be set up in the absence of the RFO.</p> <p>Included on the Finance Committee Agenda 6th March 2024.</p>
9	<p>That a list of direct debits and Standing Orders included the details of the payment date for payment control purposes.</p> <p>Completed 27th February 2024. Included on the Finance Committee Agenda 6th March 2024 and will be referred to Council in June 2024.</p>
10	<p>That in accordance with the Financial Regulations 5.6, the Clerk/RFO draws up a list of due payments which arise on a regular basis as the result of a continuing contract, statutory duty or obligation including Salaries, PAYE, Pension and regular maintenance contracts and the like for which council may authorise payment for the year provided that the requirements of regulation 4.1 (budgetary controls) are adhered to, provided also that a list of such payments shall be submitted to the next appropriate meeting of Council.</p>

	Completed 27 th February 2024. Included on the Finance Committee Agenda 6 th March 2024 and will be referred to Council in April 2024.
11	<p>That the council develops and adopts appropriate key holder, building access and security policies as part of its risk management arrangements and updates the risk register as required.</p> <p>To be discussed by the Property Committee. Ongoing work.</p>
12	<p>That the risk register incorporates a risk rating matrix which will assist in identifying the likelihood and impact of risks.</p> <p>Completed 27th February 2024. Included on the Finance Committee Agenda 6th March 2024 and will be referred to Council in April 2024.</p>
13	<p>That the review of effectiveness of internal controls be carried out by the Council prior to 31st March 2024 and the outcome and subsequent actions be formally reported to and recorded within the council minutes.</p> <p>Included on the Finance Committee Agenda 6th March 2024 and Council Agenda 12th March 2024.</p>
14	<p>That the Financial Regulations include internal controls for managing electronic payments received through the Square Terminal.</p> <p>Completed 7th December 2023. Included on the Finance Committee Agenda 6th March 2024 and for adoption at Council 12th March 2024.</p>
15	<p>That the Financial Regulations 'payment of salaries' be updated to include internal controls for the RFO to retain overall responsibility for the outsourced payroll service.</p> <p>Completed 7th December 2023. Included on the Finance Committee Agenda 6th March 2024 and for adoption at Council 12th March 2024.</p>
16	<p>That a confirmatory letter be issued by the council or staffing committee to employee A confirming the changes to pay scale. A signed copy to be appended to the original contract of employment and retained on file.</p> <p>Completed 5th December 2023.</p>

17	<p>That a confirmatory letter be issued to employee B confirming the changes to the pay grading and that a signed letter be appended to the original contract of employment and retained on file.</p> <p>Completed 5th December 2023.</p>
18	<p>That Financial Regulations section 7 'payment of salaries' includes internal controls for payments relating to overtime.</p> <p>Completed 7th December 2023. Included on the Finance Committee Agenda 6th March 2024 and for adoption at Council 12th March 2024.</p>
19	<p>That the Financial Regulations include internal controls for the processing of Members and Mayors Allowance.</p> <p>Completed 7th December 2023. Included on the Finance Committee Agenda 6th March 2024 and for adoption at Council 12th March 2024.</p>



Normanton Town Council Internal Audit Report [Interim]

Financial Year Ending 31st March 2024



Date of Interim Visit: 09th November 2023

Date Report Issued: 27 November 2023

Prepared by: Internal Audit Yorkshire

Status: Final

Internal Auditor: Ms Safia Kauser

Internal audit does not involve the detailed inspection of all records and transactions of an authority in order to detect error or fraud.

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Statement of Responsibility

1.1 Background

The Accounts and Audit Regulations 2015; 5 (1) require a relevant authority to undertake an effective internal audit to evaluate the effectiveness of its risk management, control and governance processes, taking into account public sector internal auditing standards or guidance.' The Governance and Accountability Practitioners Guide is regarded as the 'non-statutory' guidance referred to within the above act. A copy of the guide is available from the National Association of Local Councils website. Smaller authorities in England must complete an Annual Return and an Annual Governance Statement to the public. The Annual Return must be submitted to the external auditor within the statutory deadline of 30 June.

1.1 Purpose of Internal Audit

Internal auditing is an independent, objective assurance activity designed to improve an organisation's operations. It helps an organisation accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control and governance processes. Internal auditing tests the continuing existence and adequacy of the authority's internal controls. The internal audit function must be independent from the management of the financial controls and procedures of the authority which are the subject of review. The person or persons carrying out internal audit must be competent to carry out the role in a way that meets the business needs of the authority. It results in an annual assurance report to members designed to improve effectiveness and efficiency of the activities and operating procedures under the authority's control. Managing the authority's internal controls is a day-to-day function of the authority's staff and management, and not the responsibility of internal audit.

1.2 Responsibility

The internal audit work was undertaken in accordance with the agreed scope of assignment and in accordance with the letter of engagement. The council as a corporate body is responsible for ensuring that council business is conducted in accordance with the law, regulations and proper practices and that public money is safeguarded and properly accounted for. This report and findings are based on the information that was made available during the course of the audit. The matters raised in this report should not be read as a comprehensive statement of all the weaknesses identified or all improvements to be made. Internal Audit work should not be relied upon to identify all circumstances of fraud and irregularity, should there be any. Internal audit does not involve the detailed inspection of all records and transactions of an authority in order to detect error or fraud.

1.3 Our Objectives & Programme of Work

Our work during the interim visit and the year-end visit will enable us to reach judgements on the internal control objectives in the Annual Internal Audit Report which forms part of the Councils Annual Governance and Accountability Return [AGAR]. The Internal audit report should inform the authority's responses to Assertions 2 and 6 in the Annual Governance Statement that forms part of the Annual Governance and Accountability Return [AGAR]. This internal audit report should therefore be made available to support and inform members considering the authority's approval of the annual governance statement.

The Council

1.1 Town Council

The town council is the first tier of local government and was formed in 1975 following local government re-organisation. The principal authority for the area is Wakefield District Council. The council is made up of 22 members representing the wards of Altofts, Central and South, North and West Ward. Councillors are elected on a four-year term and the recent elections were held in May 2023.

1.2 The council owns the Woodhouse Community Centre following an asset transfer from the Woodhouse Community Association that took place around 2008. The community centre offers free hire of the venue. The council is responsible for the management and maintenance of the Town Hall building, an agreement which is reflected in a 100-year lease (paid on a peppercorn rent) which offers event space and room hire. Other council services relate to 400 allotments plots over eight sites directly owned and managed by the town council. Additionally, the council owns and maintains an open space at Norwood Street. The councils core activities relate to community events with an average of 16 events held per year. The Councils precept for the 2023/2024 financial year was £331,832. The council's administration team comprises of a full time Town Clerk/RFO who is supported by two full time Admin Officers.

Our Scope of Work During the Interim Visit

1.3 We covered the following areas during our interim visit in November 2023.

- Accounting Records
- Payment Controls [Standing Orders, Financial Regulations, Expenditure Testing & VAT]
- Risk Management
- Budgetary Controls and Financial Health (to be reviewed at the year-end visit)
- Income Controls including the precept
- Petty Cash (to be reviewed at the year-end visit)
- Payroll Controls and Members Allowances
- Asset and Investment Registers (to be reviewed at the year-end visit)
- Bank Reconciliations

1.4 We would like to thank the Town Clerk and Responsible Financial Officer Donna Johnston for all her help and assistance during the audit.

Internal Audit Findings and Recommendations

Accounting Records

Internal Control Objective: Appropriate accounting records have been kept properly throughout the year.

Aim: To provide assurance that the books of account have been properly kept throughout the year and that data input controls are accurate.

Internal Audit Testing	Compliance	Findings & Recommendations
Has the council appointed a Responsible Financial Officer (RFO)?	Yes	The council need to appoint an officer to be responsible for the financial administration of the authority in accordance with section 151 of the Local Government Act 1972. The role of the Responsible Financial officer is held by the Town Clerk (Proper Officer) who holds a dual role. This was confirmed in the contract of employment that was reviewed during the audit.
Has the Responsible Financial Officer (RFO) determined a form of accounting and supporting records which have been maintained throughout the year?	Yes	The cash book is the main focus for the day-to-day accounting and balancing off and reconciliation to the bank statement, and remains the most important control over the accounting system. The councils accounts are maintained on a specialised accounting software Scribe. This software assists with the VAT returns and year-end accounts. Prior to this current financial year, the council was operating the accounts on the Rialtas software which was terminated due to costs. The accounts main user is the RFO and the secondary user is the Admin Officer who uses the Scribe allotments software which is linked sales ledger. The RFO has informed us that other areas of the Scribe software are not accessible for the Admin Assistant.
Do the accounting records contain entries from day to day of all sums of money received and expended by the council? Is the arithmetic correct?	Yes	The council have two bank accounts and the outstanding balance at the Barclays account was transferred to the Unity Trust account and the account was closed. <ul style="list-style-type: none"> ➤ Unity Trust (Current Account) ➤ Unity Trust (Savings Account) The two cashbooks are set-up on the Scribe Accounting software in addition to a petty cash cashbook and a credit card cashbook. A review of the cashbook transactions was carried out and a sample was checked for data input accuracy against the invoice and bank statement. No issues were identified.
Do the previous year's annual return figures agree with the current year's opening balances in the cash book?	Yes	The councils balance at the 31 st March 2023 was £219,709. This figure had been carried forward correctly as the opening balance at the 01 st April 2023 and evidence of this was reviewed during the audit.

Payment Controls [Standing Orders – Financial Regulations – Expenditure Testing & VAT]

Internal Control Objective: This smaller authority met its financial regulations, payments were supported by invoices, all expenditure was approved and VAT was appropriately accounted for.

Aim: To provide assurance that Standing Orders, Financial Regulations and Appropriate payment controls (payments supported by invoices, expenditure is approved, VAT is correctly accounted for) are in place and are followed

Internal Audit Testing	Compliance	Findings & Recommendations
Has the Council adopted the Standing Orders and are these in accordance with the latest NALC model?	Yes	The councils Standing Orders were adopted at the annual council meeting held on the 16 th May 2023 (minute reference 020). These are based on the latest NALC model Standing Orders 2018.
Has the Council adopted Financial Regulations and are these up to date with the latest NALC Model? And tailored to the Council?	Yes	The councils Financial Regulations were adopted at the annual council meeting held on the 16 th May 2023 (minute reference 021). These are based on the latest NALC Model Financial Regulations 2019.
Are there procedures for formal tenders and quotes consistent with the Standing Orders and Financial Regulations?	Yes	The values for formal tenders exceeding £30,000 in accordance with the Public Contracts Regulations 2015 and as amended by Government on the 21 December 2022 (SI 2022/1390) has been updated in the Standing Orders and Financial Regulations.
Are all payments listed in the cashbook supported by invoices, authorised and minuted in accordance with the Financial Regs? Certification of an account stamp used?	See findings	<p><u>Authority to Spend & Payment Controls</u> The authority to spend is set out in Financial Regulations 4.1. This is determined by:</p> <ul style="list-style-type: none"> ➤ the council for all items over [£5,000]; ➤ A duly delegated committee of the council for items over [£500]; or ➤ the Clerk, in conjunction with Chairman of Council or Chairman of the appropriate committee, for any items below [£500] <p><u>Committees Delegated Authority to Spend:</u></p> <ol style="list-style-type: none"> 1) Allotments – within budgetary limits 2) Events – within budgetary limits 3) Finance – none delegated 4) Property – none delegated 5) Staffing – none delegated

Scheme of Delegation

The council have adopted a Scheme of Delegation to Officers. This was discussed with the Clerk/RFO during the audit and guidance provided in terms of ensuring that this document supplements the Standing Orders and Financial Regulations but not does replicate delegated authority or create conflict with each other.

RECOMMENDATION 1:

That the councils Scheme of Delegation and Committee Terms of Reference are reviewed to ensure that they are consistent with each other and consideration be given to combine this into one core governance document setting out the delegated powers in accordance with the delegation arrangements (LGA 1972, s101).

Purchase Orders

The requirements for the issuing of purchase orders are set out in Financial Regulation 10. An approved purchase provides an adequate audit trail of ensuring that purchases are made in line with the councils Financial Regulations and in accordance with the law and represent best value for money. During the audit we found that there does not appear to be any formal purchase orders issued to suppliers where it is appropriate to do so or where a formal contract has not been prepared.

RECOMMENDATION 2:

That formal purchase orders be issued by the RFO where it is appropriate to do so which clearly details the authorisation from the council minutes or Financial Regulations. Where the role is carried out by the Clerk/RFO and expenditure is incurred by the RFO, the purchase order should be countersigned by another officer to ensure segregation of duties.

Instructions to make payments

The instructions to make payments is set out in in Financial Regulation 5.2. In accordance with the regulations all payments with the exception of Standing Orders, direct debits and payments on contract, petty cash and credits are held back until the next council meeting. Schedules of approved payments are initialled and signed by the Chairman of the meeting and to be attached to the minutes of the meeting.

Summary of Findings

- Two schedules of payments are presented to the full council meetings that are held monthly. The first schedule of payments was authorised in accordance with the requirements of the

- Financial Regulations. The signed schedules for the months of May, June and July were retained on file and signed.
- A second schedule of payments were presented to council and approved by minute resolution referring to the Clerks delegated authority. This was discussed with the Clerk/RFO during the audit as no delegation to make payments was detailed within the Councils Financial Regulations. The payments were found to be retrospectively approved and signed schedules were appended to the minutes and reviewed during the audit. Retrospective approval of payments does not allow members to challenge the invoices in the event that issues are identified with the goods and services.
 - A review of the payments found that invoices had been stamped with an 'Entered' stamp and each invoice had been signed by the two signatories.
 - Mayors Charity – A review of the payments found that the council is making payments towards the Mayors Charity administered from the town council accounts. This was discussed with the RFO during the audit. The council need to be mindful that any monies raised for the charity that exceed the £5,000 threshold requires a charitable organisation to register with the Charity Commission. There are laws in place that govern what a council can and cannot do in terms of charitable funds. Further advice and guidance surrounding this matter should be immediately obtained from the local county association. Other options may be considered by the council which were discussed with the RFO during the visit.

RECOMMENDATION 3:

That a suitably designed authorisation stamp be used for all invoices to evidence the payment control and authorisation checks in accordance with the Financial Regulations and to form an adequate audit trail that can be worked back to where the payment originated from.

RECOMMENDATION 4:

That the Financial Regulations are reviewed to ensure that any delegated authority for the Clerk to make payments is documented within Financial Regulation 5 and 6.

RECOMMENDATION 5:

That the council ceases the administration of the Mayors Charity until advice on Charitable Funds is obtained from the Local County Association. Further guidance is available in NALC Legal Topic Note 28.

<p>Has the council complied with the quotations procedures for obtaining quotations and formal tender requirements?</p>	<p>See findings</p>	<p>The councils Financial Regulations require three quotes to be obtained for values between £3,000 and £30,000 and where the value is less than £3,000 and above £100 for three estimates to be provided.</p> <p>The council have recently undertaken significant tendering relating to the refurbishment of the Town Hall which is now complete and falls outside the scope of the current financial year under audit. Two contracts were selected for audit relating to the annual fireworks and hire of the toilets for various events. This was discussed with the RFO during the audit and the following recommendations have been made.</p> <div data-bbox="842 435 2116 702" style="border: 1px solid black; padding: 10px;"> <p>RECOMMENDATION 6:</p> <p>That a contracts procurement timetable is created which identifies all regular and fixed term contracts, the contract period and total contract values and that future procurement is considered to ensure that the market is tested and best value for money is secured. Where it is appropriate to do, the council should consider fixed term contracts following any competitive tendering exercise.</p> </div>
<p>Is there a segregation of duties between writing cheques and/or setting up online payments and physical release of payments? Do the instructions for the payment of invoices comply with the Financial Regulations?</p>	<p>See findings</p>	<p><u>Cheques</u> Cheque payments are occasionally issued which requires two signatories.</p> <p><u>Online Banking [BACS Payments]</u> The majority of payments are made via bank transfer.</p> <ul style="list-style-type: none"> ➤ We are informed that the RFO has access to set-up an online payment which requires one councillor signatory to authorise. The RFO does not have any access to authorise a payment. ➤ In total the council is operating with three signatories who can access and view the accounts and authorise transactions but can not set them up. ➤ A discussion was held with the RFO regarding business continuity in the absence of the RFO to set-up a transaction and we were informed that in such circumstances the council would revert to the issuing of cheques. ➤ Financial Regulation 6.9 refers to BACS payments however there does not appear to be a procedure or detailed controls that sets out how the payments will be made. In any case, the current regulation is not effective in its current format.

		<p>RECOMMENDATION 7:</p> <p>That procedures and internal controls for the making of BACS payments is incorporated within the Financial Regulations (section 6).</p> <p>RECOMMENDATION 8:</p> <p>That consideration be given for business continuity purposes for bacs payments to be set-up in the absence of the RFO.</p>
Does the council have any direct debits or Standing Orders in place? Have these been reviewed in accordance with the Financial Regulations?	Yes	<p>The list of direct debits and Standing Orders was provided during the audit. The list was approved by council at the meeting held in June 2023 (minute reference 051).</p> <p>RECOMMENDATION 9:</p> <p>That a list of direct debits and Standing Orders includes details of the payment date for payment control purposes.</p>
Is there an authorised list of continuing contracts and obligations?	No	<p>RECOMMENDATION 10:</p> <p>That in accordance with Financial Regulation 5.6, the Clerk/RFO draws up a list of due payments which arise on a regular basis as the result of a continuing contract, statutory duty, or obligation (such as but not exclusively) Salaries, PAYE and NI, Superannuation Fund and regular maintenance contracts and the like for which council may authorise payment for the year provided that the requirements of regulation 4.1 (Budgetary Controls) are adhered to, provided also that a list of such payments shall be submitted to the next appropriate meeting of council.</p>
Is S137 separately recorded and within limits? Is S137 expenditure of direct benefit to electorate? Is S137 expenditure minuted?	Not applicable	<p>A new council was elected in May 2023 and the council have declared the use of the 'General Power of Competence', minute reference 012:</p> <p>➤ <i>RESOLVED that in accordance with the Localism Act 2011, Section 8, as set out in Statutory Instrument Parish Councils (General Power of Competence) (Prescribed Conditions) Order 2012, Normanton Town Council hereby confirms it is an 'eligible council' having met the following criteria:</i></p>

		<ul style="list-style-type: none"> • Suitably qualified Town Clerk • Minimum of two-thirds of vacancies on the Council were filled at the last ordinary elections. <p><i>This resolution will be effective until the day before the next Local Council Elections and will be reviewed at the first Annual Meeting thereafter.</i></p>
Is VAT correctly recorded in the cashbook and linked to invoices?	Yes	A sample of payments were selected for audit and these were found to have the VAT recorded correctly which corresponded to the data entry in the cashbook and VAT return.
VAT evidence, recording and reclaim?	Yes	VAT returns are submitted quarterly using the VAT 126 form on the Scribe software. VAT returns were filed and up to date at the time of our audit to 30 September 2023 (Quarter 2).

Risk Management

Internal Control Objective C: This smaller authority assessed the significant risks to achieving its objectives and reviewed the adequacy of arrangements to manage these.

Aim: To obtain assurance that risk management arrangements are adequate to manage all identified risks.

Internal Audit Testing	Compliance	Findings & Recommendations
Annual risk assessment carried out? Does this include all financial and non-financial risks?	Yes	<p>The councils risk register was reviewed and adopted at the council meeting held on the 13th June 2023 (minute reference 050). The risk register contains financial and non-financial related risks that the council could be exposed to.</p> <p><u>Employment Matters</u> The register does not appear to identify any risks relating to the loss of staff or non-payment of overtime and/or business continuity in the absence of the Clerk/RFO. Consideration should be given to updating the register to include these risks and appropriate controls in place to manage these risks.</p> <p><u>Operational Matters [Security] – The Town Hall & Woodhouse Community Centre</u> The building security controls for the council owned buildings does not identify any procedures in place for key holders, building access as the current controls do not identify any policies or procedures that are place.</p>

		<p>Council Events The risk register does not identify any controls in place to manage council events or reference to separate event risk assessments being undertaken. Although we are informed these are carried out.</p> <p>RECOMMENDATION 11: That the council develops and adopts appropriate Key Holder, Building Access and Security Policies as part of its risk management arrangements and updates the risk register as required.</p> <p>RECOMMENDATION 12: That the risk register incorporates a risk rating matrix which will assist in identifying the likelihood and impact of risks. Further guidance is available on page 44 of Governance and Accountability Practitioners Guide, see link: file (nalc.gov.uk)</p>
Have the assets been inspected for risk and H&S purposes and do inspection records exist? Is there appropriate monitoring in place? (Play areas, sports pitches, open spaces etc)	See findings	We understand that assets are inspected however no inspection records were available for audit. The council should ensure that assets are periodically checked and appropriate site-specific risk assessments undertaken for health and safety purposes. We are informed that the council have appointed an external company to assist the council to discharge their health and safety responsibilities.
Evidence of annual insurance review?	No	The council's insurance is effective from 01/04/2023 to 31/03/2024. The council is in its third and final year of its three-year long-term agreement with AXA insurance. No formal review of the insurance was carried out by council or committee.
Insurance cover appropriate and adequate?	Yes	The council have adequate insurance provision which includes buildings and contents, business interruption, Employers and Public Liability, officials' indemnity, legal expenses and fidelity. There does not appear to be any cover in place for cyber security and consideration should be given to taking out the appropriate level of cover.
Internal financial control checks documented and evidenced?	No	Regulation 6 of the Accounts and Audit Regulations 2015 requires the council to conduct each financial year a review of the effectiveness of the system of internal control. The review assists the council to respond to the Annual Governance Statement, Assertion two. The council does not appear to have any controls in place to carry out a review of the effectiveness of internal controls however we understand that the Clerk is aware the requirements relating to this internal control area. The review should be undertaken at least annually and the outcome formally reported to council and any subsequent actions recorded in the council minutes. The councillors undertaking the review should not be a signatory to the accounts.

		RECOMMENDATION 13: That a review of the effectiveness of internal controls be carried out by the council prior to the 31st March 2024 and that the outcome and subsequent actions be formally reported to and recorded within the council minutes. Further guidance can be obtained from the Yorkshire Local County Association.
GDPR and back-up data? Is there a password list and business continuity plan?	Yes	<p>The council's back-up arrangements are outsourced to an IT company and all data is stored on the cloud in addition to regular back-ups of the cloud undertaken by the IT company.</p> <p>The RFO has confirmed that a password list has been compiled for business continuity purposes and locked away. It is understood that a business continuity plan is in place however further audit testing in relation to this was not carried out.</p>

Budgetary Controls and Financial Health

Internal Control Objective: The precept or rates requirement resulted from an adequate budgetary process; progress against the budget was regularly monitored; and reserves were appropriate.

Aim: Verify the annual precept request is the result of a proper budget process, that budget progress has been regularly monitored and the Councils reserves are appropriate.

Internal Audit Testing	Compliance	Comments / Recommendations
<p><i>*To be reviewed at the year-end visit.</i></p>		

Income Controls Including the Precept

Internal Control Objective: Expected income was fully received, based on correct prices, properly recorded and promptly banked; and VAT was appropriately accounted for

Aim: Obtain assurance that income controls are in place and operating effectively.

Internal Audit Testing	Compliance	Comments / Recommendations
Does the precept approved agree to the Council Tax authority's notification and has this been received and banked?	Yes	The precept of £331,832 was received in two equal instalments of £165,916 on the 14/04/2023 & 15/09/2023.
Does the council receive any other income in addition to the precept? Is the income properly recorded and banked?	Yes	<p><u>Allotments</u> The allotments administration is linked with the Scribe accounting software. The majority of allotment payments are received in cash and banked.</p> <p><u>Hanging Baskets & Events Stall Hire Fees</u> The councils' other incomes sources include contributions towards the hanging baskets by local businesses and stall hire fees at council events. The invoices are generated on the software and payments are received electronically via the Square payment terminal. This transfers the data into a spreadsheet for coding purposes. Copies of the transactions were reviewed during the audit. The Financial Regulations do not include any controls for managing card payments via the Square terminal and it is recommended that the regulations be updated.</p> <div style="border: 1px solid black; padding: 10px; margin-top: 10px;"> <p>RECOMMENDATION 14:</p> <p>That the Financial Regulations include internal controls for managing electronic payments received via the Square terminal.</p> </div>
Has the council correctly invoiced for any sales and is the correct rate of VAT applied? (if applicable)	Not Applicable	The council is not VAT registered. The RFO should ensure that where the council is undertaking any business-related activities that appropriate advice is taken as this may impact the council's status on VAT registration. Further guidance on VAT can be obtained from the HMRC website, see link: Local authorities and similar bodies (VAT Notice 749) - GOV.UK (www.gov.uk)

Petty Cash Procedures

Internal Control Objective: Petty cash payments were properly supported by receipts; all petty cash expenditure was approved and VAT appropriately accounted for

Aim: Obtain assurance that petty cash controls are in place and operating effectively

Internal Audit Testing	Compliance	Comments / Recommendations
<i>*To be reviewed at the year-end visit.</i>		

Payroll Controls & Members Allowances

Internal Control Objective G: Salaries to employees and allowances to members were paid in accordance with this authority's approvals, and PAYE and NI requirements were properly applied.

Aim: Obtain assurance that payroll costs are supported by employment contracts, expenditure is approved and PAYE/NIC is properly operated. Review Members Allowances to ensure PAYE and NI requirements are met.

Internal Audit Testing	Compliance	Findings & Recommendation
Does the council manage payroll in-house or is this outsourced? <i>*Ensure that where free or paid software is used that it is up to date.</i>	Yes	<p>The payroll is outsourced to Lofthouse Accountants. There are internal controls within the Financial Regulations to manage the outsourced payroll service provision.</p> <div style="border: 1px solid black; padding: 5px;"> <p>RECOMMENDATION 15:</p> <p>That the Financial Regulations 'Payment of Salaries' be updated to include internal controls for the Responsible Financial Officer to retain overall responsibility for the outsourced payroll service.</p> </div>
Is there a contract of employment for the Clerk/RFO and all employed staff? Has the Council approved the salaries paid? Do the salary records correspond with the pay points agreed by the Council?	Yes	<p>The contracts of employment for the office staff were selected for audit. Payroll testing was carried out for the month of July. The findings are summarised:</p> <ul style="list-style-type: none"> ➤ Employee A – The pay point did not correspond to the contract of employment. The employee was awarded two additional increments by council however no confirmatory letter was issued or appended to the contract of employment. The pay point did correspond to the minutes (Staffing committee 24/01/2020 – minute reference 38) and the gross pay was calculated correctly.

- Employee B – The pay point did not correspond to the contract of employment following a change to the pay scale. It is recommended that a confirmatory letter be issued to the postholder and appended to the contract of employment. The pay had been calculated correctly on the new pay scale including overtime following authorisation from the Staffing committee.
- Employee C – The gross pay calculated corresponded to the pay point in the contract of employment.
- Casual Employees – There are 10 casual employees on the books. All contracts of employment were in place. The RFO is aware of the annual leave calculations that must be applied for casual workers. No detailed testing was undertaken for casual staff.

RECOMMENDATION 16:

That a confirmatory letter be issued by the Council and/or Staffing committee to Employee A confirming the changes to the pay scale. A signed copy to be appended to the original contract of employment and retained on file.

RECOMMENDATION 17:

That a confirmatory letter be issued to Employee B confirming the changes to the pay grading and that a signed letter be appended to the original contract of employment and retained on file.

RECOMMENDATION 18:

That the Financial Regulations section 7 'Payment of Salaries' includes internal controls for payments relating to overtime.

Flexitime Policy

The council have adopted a Flexitime policy and all employees are required to complete timesheets.

Overtime / TOIL

The council need to ensure that any TOIL or overtime arrangements are closely monitored and that any outstanding overtime or TOIL is agreed by the Council or delegated committee and the employee and where appropriate advice should be obtained.

Is the Tax and NI contributions paid within the expected parameters to HMRC? Are pension obligations met as part of the auto-enrolment process? Criteria £10k salary p.a	Yes	Tax and NI contributions are calculated by payroll and payments are made to HMRC. All employees are part of the West Yorkshire Pension Fund and the contribution rates are calculated as part of the scheme requirements.
Are allowances paid to members and paid via the payroll and/or other arrangements?	Yes	<p><u>Members Allowances</u> Members receive an allowance following the independent remuneration panel report from Wakefield Council. This does not include Co-opted members. We are informed that all allowances are processed via payroll in November/December each year as the council have historically paid around this date. At the time of the audit no further testing could be undertaken in respect of members allowances. The council need to ensure that the allowance payslip records sufficient detail to confirm the annual allowance period this relates to ie from the councillors taking up office in May 2023 and that it is subject to tax.</p> <p><u>Mayors Allowance</u> The Mayor does not receive a lump sum allowance. An annual budget of £2,000 is in place to meet the costs in connection with the role and payments are claimed on submission of a receipt or claim form. It is recommended that the Financial Regulations include internal controls for the processing of Members and the Mayors Allowance.</p> <div style="border: 1px solid black; padding: 5px;"> <p>RECOMMENDATION 19:</p> <p>That the Financial Regulations include internal controls for the processing of Members and Mayors allowance.</p> </div>

Asset And Investment Registers

Objective: Asset and investments registers were complete and accurate and properly maintained

Aim: To provide assurance that all material assets are accounted for correctly

Internal Audit Testing	Compliance	Findings & Recommendations
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**To be reviewed at the year-end audit.*

Periodic Bank Reconciliations

Objective I : Periodic and year-end bank account reconciliations were properly carried out.

Aim: To provide assurance that bank reconciliations were carried out on a regular basis and reported to Council.

Internal Audit Testing	Compliance	Findings & Recommendations
Is there a bank reconciliation for each account?	Yes	The RFO reconciles the accounts.
Reconciliation carried out on receipt of statement?	Yes	Bank reconciliations are routinely reconciled and evidence was reviewed during the audit.
Are bank reconciliations reported to council and committee? Are these independently signed off by members and recorded in the minutes?	No	<p>Financial Regulation 2.2 requires, at least once in each quarter, and at each financial year end, a member other than the Chairman [or a cheque signatory] to be appointed to verify bank reconciliations (for all accounts) produced by the RFO. The member shall sign the reconciliations and the original bank statements (or similar document) as evidence of verification. This activity shall on conclusion be reported, including any exceptions, to and noted by the Finance Committee.</p> <p>It is noted that although the bank reconciliation statements and balances are routinely reported to council and recorded in the minutes, there is no confirmation in the minutes that an independent reconciliation has been undertaken in compliance with the Financial Regulations. The Clerk/RFO has provided us with signed reconciliation statements by Councillor P Mayne. It is recommended that this activity is recorded in the council minutes.</p>
Any unexpected balancing entries in any reconciliation?	No	From the sample selected for audit no issues were identified.
Bank Reconciliation to the 31 March?	N/A	To be reviewed at year-end.

Recommendations Action Plan (Attached)

Normanton Town Council - Recommendations Action Plan

Internal Audit Year Ending 31st March 2024

No	Recommendation	Page Number	Responsibility	Timescale
1	That the councils Scheme of Delegation and Committee Terms of Reference are reviewed to ensure that they are consistent with each other and consideration be given to combine this into one core governance document setting out the delegated powers in accordance with the delegation arrangements (LGA 1972, s101).	6		
2	That formal purchase orders be issued by the RFO where it is appropriate to do so which clearly details the authorisation from the council minutes or Financial Regulations. Where the role is carried out by the Clerk/RFO and expenditure is incurred by the RFO, the purchase order should be countersigned by another officer to ensure segregation of duties.	6		
3	That a suitably designed authorisation stamp be used for all invoices to evidence the payment control and authorisation checks in accordance with the Financial Regulations and to form an adequate audit trail that can be worked back to where the payment originated from.	7		
4	That the Financial Regulations are reviewed to ensure that any delegated authority for the Clerk to make payments is documented within Financial Regulation 5 and 6.	7		
5	That the council ceases the administration of the Mayors Charity until advice on Charitable Funds is obtained from the Local County Association. Further guidance is available in NALC Legal Topic Note 28.	7		
6	That a contracts procurement timetable is created which identifies all regular and fixed term contracts, the contract period and total contract values and that future procurement is considered to ensure that the market is tested and best value for money is secured. Where it is appropriate to do, the council should consider fixed term contracts following any competitive tendering exercise.	8		
7	That procedures and internal controls for the making of BACS payments is incorporated within the Financial Regulations (section 6).	9		
8	That consideration be given for business continuity purposes for bacs payments to be set-up in the absence of the RFO.	9		

9	That a list of direct debits and Standing Orders includes details of the payment date for payment control purposes.	9		
10	That in accordance with Financial Regulation 5.6, the Clerk/RFO draws up a list of due payments which arise on a regular basis as the result of a continuing contract, statutory duty, or obligation (such as but not exclusively) Salaries, PAYE and NI, Superannuation Fund and regular maintenance contracts and the like for which council may authorise payment for the year provided that the requirements of regulation 4.1 (Budgetary Controls) are adhered to, provided also that a list of such payments shall be submitted to the next appropriate meeting of council.	9		
11	That the council develops and adopts appropriate Key Holder, Building Access and Security Policies as part of its risk management arrangements and updates the risk register as required.	11		
12	That the risk register incorporates a risk rating matrix which will assist in identifying the likelihood and impact of risks. Further guidance is available on page 44 of Governance and Accountability Practitioners Guide, see link: file (nalc.gov.uk)	11		
13	That a review of the effectiveness of internal controls be carried out by the council prior to the 31 st March 2024 and that the outcome and subsequent actions be formally reported to and recorded within the council minutes. Further guidance can be obtained from the Yorkshire Local County Association.	12		
14	That the Financial Regulations include internal controls for managing electronic payments received via the Square terminal.	13		
15	That the Financial Regulations 'Payment of Salaries' be updated to include internal controls for the Responsible Financial Officer to retain overall responsibility for the outsourced payroll service.	14		
16	That a confirmatory letter be issued by the Council and/or Staffing committee to Employee A confirming the changes to the pay scale. A signed copy to be appended to the original contract of employment and retained on file.	15		
17	That a confirmatory letter be issued to Employee B confirming the changes to the pay grading and that a signed letter be appended to the original contract of employment and retained on file.	15		
18	That the Financial Regulations section 7 'Payment of Salaries' includes internal controls for payments relating to overtime.	15		
19	That the Financial Regulations include internal controls for the processing of Members and Mayors allowance.	16		

NORMANTON TOWN COUNCIL
REVIEW OF EFFECTIVENESS OF INTERNAL CONTROL
FINANCIAL YEAR 2023 -2024

Reviewed: 6th March 2024 by the Finance Committee
 To be referred to Council 12th March 2024

	YES/NO	OBSERVATIONS	ACTION TO BE TAKEN
BOOKKEEPING			
Finance software maintained and kept up to date		Scribe Accounts package used which is an online system that does not require software updates.	
Evidence of internal control and effectiveness reviewed		Internal control checklists are not carried out.	Internal financial controls checklist to be completed by two councillors and reported to Finance Committee and Council every quarter.
VAT evidence recording and reclaimed		Scribe Accounts records and calculates VAT. VAT reclaimed quarterly	
Payments in cashbook supported by invoices, authorised and minuted.		This is checked as part of the internal control checklist.	
Appropriate books of account kept properly through the year.		Accounts are maintained on an income and expenditure basis.	

DUE PROCESS			
Standing Orders adopted to accord with NALC model July 2018 (2022 update)		Model Standing Orders adopted including the 2022 update.	To be reviewed at the annual meeting of Council or when changes are issued.
Standing Orders reviewed in the year		Reviewed 9 th May 2023.	To be reviewed at the annual meeting of Council or when changes are issued.
Financial Regulations adopted and up to date		Reviewed 9 th May 2023. Reviewed 6 th March 2024.	
Financial Regulations properly tailored to the Council		Financial Regulations have been tailored to the Council with a number of additional sections following recommendation by the Internal Auditor in November 2023.	
Equality policy		Adopted 23 rd April 2021.	To be reviewed by Staffing Committee.
Terms of reference for committees etc adopted and reviewed		Terms of Reference reviewed and approved for all committees and sub-committees 12 th December 2023.	To review at Annual Meeting of Council.
Scheme of delegation adopted and reviewed		Scheme of Delegation approved 12 th December 2023.	
Adequate internal controls for payments. Adequate arrangements for Bacs,		Internal controls for payments are set out in Financial Regulations. Direct debits are approved by full council and reviewed every year.	

direct debits and, standing orders and card payments		A list of regular payments has been prepared for approval in advance of the new financial year.	To be approved by Council in March of each year.
List of councillor interests held		Register of Interests are published on the Wakefield Council website and the Normanton Town Council website.	
Summons signed, specified and displayed within three clear days' notice.		Summons displayed on the notice board outside the Town Hall as well as on the website.	
Purchasing authority defined in Financial Regulations.		Financial Regulations Section 4.	
Legal powers identified in minutes or cashbook		The Town Council has the General Power of Competence. This is the power of first resort.	
RISK MANAGEMENT			
Annual risk assessment carried out		Revised and taken to Finance Committee 6 th March 2024.	To be approved by Council 12 th March 2024.
Insurance cover appropriate and adequate		Insurance cover reviewed annually prior to renewal and periodically as changes are made.	
Evidence of annual insurance review		Insurance review and renewal is documented in the minutes.	

Internal financial controls documented and evidenced		Internal control checklists are not completed.	Internal financial controls checklist to be completed by two councillors and reported to Finance Committee and Council every quarter.
Minutes initialled, each page numbered and overall signed		Signed minute books in locked cupboard in admin office. Each page is numbered, signed and each item has a minute number.	
Regular reporting and minuting of bank balance		Reported to Council each month along with a bank reconciliation which is checked and signed by a nominated Councillor.	
Does the Council have any cash investments	N/A		
If the Council does have cash investments has the Council considered the Government's investment guidance	N/A		
BUDGET			
Annual budget to support precept		Annual budget (2023/24) agreed 14 th February 2023. Annual budget (2024/25) agreed 6 th February 2024.	
Budget against spend regularly provided to		Quarterly budget reporting, along with material variances considered by Finance Committee.	

Council along with bank reconciliation			
Has budget been discussed and adopted by the Council		<p>Budget is initially discussed by the Finance Committee who provide a recommendation to Council.</p> <p>Annual budget (2023/24) agreed 14th February 2023.</p> <p>Annual budget (2024/25) agreed 6th February 2024.</p>	
Any reserves earmarked		EMRs specified within the accounts system and reported to Finance Committee regularly.	
Level of general reserves within Proper Practice i.e. between 3- and 12-months net running cost		<p>2023/24 budget is £373,821</p> <p>Reserve should be a minimum of £93,455.</p> <p>General Reserve is £120,018</p>	
Any unexplained variances from budget		All variances from budget are reported quarterly at the Finance Committee.	
Precept demand minuted		14 th February 2023 – Minute 122	
PAYROLL			
Contract of employment for all members of staff		<p>All staff are on the model contract.</p> <p>Contracts are reviewed by Citation to ensure that they remain up to date following changes to legislation.</p>	

Tax codes issued and applied correctly		Lofthouse Chartered Accountants provide payroll services on behalf of the Council.	
PAYE/NI/RTI evidence i.e. P32 records		<p>Lofthouse Chartered Accountants submit the RTI to HMRC and payment is taken by HMRC via Direct Debit.</p> <p>Payroll records are sent to the Town Council by email which are then saved electronically and in a paper file.</p>	
Has Council approved the salary for each member of staff		<p>Salaries approved at the time of appointment for each member of staff. A salary review was undertaken in January 2020.</p> <p>An independent job evaluation for the Town Clerk was undertaken in 2023 which accords with current rate of pay.</p> <p>Annual cost of living awards are reported to the Staffing Committee.</p>	
Salary accords with SCP agreed by Council		SCPs are listed in the minutes at the time of appointment and when any review is carried out.	
Other payments reasonable and approved by the Council		Overtime for junior staff is checked by the Town Clerk. Overtime for the Town Clerk is checked by the Chairman of the Staffing Committee.	
Wage slips and P60 evidence		Payroll services provided by Lofthouse Chartered Accountants. Wage slips are	

		provided to the Town Council via email. A copy is kept on the payroll file and a copy given to the employee.	
Staff being paid correct amount as per council approval.		Monthly salary payments reported, in bulk, to council to approve payments. Chairman and Vice-Chairman of the Staffing Committee reviews and signs the salary spreadsheet each month. Any discrepancies should be queried, and an explanation provided.	
National Living Wage paid		All staff are paid above the National Living Wage.	
Pension obligations met		Members of the West Yorkshire Pension Fund. Submissions to the Pensions Regulator to confirm this as required.	
Grievance Policy and Disciplinary Policy adopted		Grievance Policy adopted by Staffing Committee 20 th November 2020. Disciplinary Policy adopted by Staffing Committee 23 rd April 2021.	
ASSET CONTROL			
Does Council keep a register of all material assets owned		Asset register updated throughout the year, reviewed and approved at the Annual Meeting of Council	

Is asset register up to date and accords with Proper Practices		Asset register includes asset title, location, purchase cost, and other relevant information.	
Value of individual assets included		Purchase cost or nominal value included for gifted assets.	
Inspected for risk and up to date inspection records exist		Benches and signage inspected regularly, and records kept. Allotments regularly inspected but not for risk.	Improve records and carry out risk inspections at all sites.
Record of deeds, articles and land register references available		Some land register numbers are available. Deeds are stored in the Town Council office.	To keep under review.
Bank Reconciliations			
Is there a bank reconciliation for each account		Bank Reconciliations carried out in Scribe for each account including Current Acc, Savings Acc, Credit Card, Petty Cash, Admin Float, and Events Float.	
Reconciliation carried out on receipt of statement		Carried out using a print off from online banking to accord with the month end date. The statements are checked and verified monthly by the nominated councillor and reported to the Council meeting.	
Any unexplained balancing entries in any reconciliation		Banking errors are clearly shown at the bottom of the bank reconciliation along with an	

		explanation from the Town Clerk which is recorded in the minutes.	
Year End Procedures			
Bank statements and ledger reconcile		Bank statements are checked against the accounts on a monthly basis by nominated Councillor.	
Underlying financial trail from records to presented accounts		Minute reference for expenditure, invoices checked and signed by nominated councillors, list of invoices approved at Council, payments authorised by Councillors, Accounts presented to Finance Committee quarterly.	Internal financial controls checklist to be completed by two councillors and reported to Finance Committee and Council every quarter.
Where appropriate, debtors and creditors properly recorded		Debtors and creditors shown on year end Bank Reconciliation and reconciliation between box 7 and 8 document.	
Has Council agreed, signed and minuted sections 1 and 2 of AGAR		2022-2023 agreed, signed and minuted 13 th June 2023 Minute Number 048.	
MISCELLANEOUS			
Have points from last audit been addressed		Recommendations from Internal Auditor November 2023 addressed through Finance Committee 6 th March 2024.	
Has the Council adopted a Code of Conduct since July 2012		Adopted 9 th November 2021 Minute Number 113.	

Is eligibility for General Power of Competence properly evidenced		Eligibility confirmed following elections in May 2023 – 16 th May 2023 Minute Number 012.	
Are all electronic files backed up		Files backed up using cloud storage using Office 365 and SharePoint.	
Do arrangements for public inspection of the Council's records exist		Members of the public are permitted to come and view publicly available documents. Many documents are on the Council website.	
Is the Council compliant with the Local Government Transparency Code 2015		All transparency code documents can be found on the website.	
Does the Council have a privacy policy Is it on its website		Reviewed 12 th October 2021 and available on the website.	
Does the Council have a website		www.normantontowncouncil.co.uk	
Has the Council done a data audit		Originally completed in 2018 and last reviewed 3 rd February 2021.	Review to ensure accuracy.
Has the Council adopted a record management policy		Adopted 12 th October 2021.	
Does the Council have a Complaints procedure		Adopted 4 th May 2021 and reviewed 16 th May 2023.	
Is the Council a sole trustee of a Charity	NO		

If yes, have the accounts been separately audited	N/A		
Has the Council any outstanding loans	NO		
If the Council has outstanding loans, has it budgeted for repayments in the year	N/A		

REVIEW OF ARRANGEMENTS TO PROTECT MONEY

Some arrangements are also included in the table above.

Appointed Responsible Financial Officer with duties listed in Financial Regulations and elsewhere		Town Clerk is also appointed as RFO. Appointed 1 st April 2010.	
Payments supported by invoices		Checked and signed by two nominated councillors each month.	To be included in internal control checklist procedure.
Expenditure properly approved		Schedule of payments approved at Full Council before payments are made. Online payments set up by Town Clerk and approved by one of three councillor signatories.	To be included in internal control checklist procedure.
Initialled cheque stub		Two signatures required where cheques are used.	
Online banking		Bank mandate requires one councillor to authorise online payments. Payments are set up by the Town Clerk. Process for checking against the schedule of	

		payments approved at Council.	
Regular internal audit		Twice a year- May/June and October/November.	
Minute showing appointment of internal auditor		14 th February 2023 – Minute Number 123.	
Income received as expected		Precept and CIL reported to Council upon receipt. Monthly income records reported to the Finance Committee quarterly.	
Adequate check on reimbursed expenses		Expenses forms checked and verified by RFO. Policy in place for councillor expenses. Expenses policy reviewed 29 th April 2021.	
Council appoints signatories		Bank Mandate reviewed annually. Last review 16 th May 2023.	
Credit card has defined limits and is cleared monthly by direct debit from the bank account		Limit of £7,000 and cleared by DD each month.	

Council approves the bank mandate and any amendments to mandate		Bank Mandate reviewed annually. Last review 16 th May 2023.	
Those with direct responsibility for money undertake appropriate training from time to time		Clerk/RFO attends training where required.	

NORMANTON TOWN COUNCIL

RISK MANAGEMENT 2024

Revised 27th February 2024

To be reviewed quarterly

- Risk assessment is a systematic general examination of the activities of the Town Council to enable potential risks to be identified.
- The Town Council, based on the recorded assessment, will take all practical and necessary steps to reduce or eliminate the risks identified.
- This document has been produced to enable Normanton Town Council to assess the risks inherent to its activities and satisfy itself that it has taken all reasonable steps to minimise them.
- This risk assessment incorporates a risk matrix which assists in identifying the likelihood and impact of risks.

Priority of risk management				
Likelihood of occurrence	Highly Likely (score 3)	Medium (3 x 1)	High (3 x 2)	Very High (3 x 3)
	Possible (score 2)	Low (2 x 1)	Medium (2 x 2)	High (2 x 3)
	Unlikely (score 1)	Very low (1 x 1)	Low (1 x 2)	Medium (1 x 3)
		Negligible (score 1)	Moderate (score 2)	Severe (score 3)
Impact				

AREA	IDENTIFIED RISK	LIKELIHOOD	IMPACT	LEVEL OF RISK	CONTROLS	ACTION REQUIRED
		FINANCIAL MATTERS				
Precept	<p>Adequacy of precept in order for Council to carry out Statutory duties.</p> <p>Precept not submitted.</p> <p>Precept not paid.</p>	1	3	M	<ul style="list-style-type: none"> Annual budget produced. Monthly information and budget monitoring allows Council to estimate standing costs and costs of projects for the subsequent years. Precept request minuted by Council. Receipt of precept reported to Council. 	<ul style="list-style-type: none"> No action required. Existing procedure adequate
Receipt of Income	<p>Rent or fees not collected or late.</p> <p>Rent or fees charged not adequate.</p>	1	2	L	<ul style="list-style-type: none"> Reminder system for invoices due for payment. All fees and charges are reviewed annually by the appropriate committee. 	<ul style="list-style-type: none"> No action required. Existing procedure adequate
Financial Records	Inadequate records leading	1	3	M	<ul style="list-style-type: none"> Financial Regulations sets out requirement for 	<ul style="list-style-type: none"> No action required. Existing procedure adequate

	to financial irregularities				production of records at meetings.	
Bank and banking	Inadequate checks/ bank mistakes	1	3	M	<ul style="list-style-type: none"> Financial Regulations set out setting out banking requirements and controls in place for electronic banking. Monthly bank reconciliation statement 	<ul style="list-style-type: none"> No action required. Existing procedure adequate
Reporting and Auditing	Communication of information	1	3	M	<ul style="list-style-type: none"> Financial matters are a regular item on the Agenda of the Council monthly meeting. Monthly checks by Councillors 	<ul style="list-style-type: none"> No action required. Existing procedure adequate
Wages and associated costs	Salaries paid incorrectly Incorrect HMRC NI and PAYE payments	1	2	L	<ul style="list-style-type: none"> Salary payments included in monthly invoices listed for payment checked by designated Councillor. HMRC monthly payments included in monthly invoices listed for payment checked by 	<ul style="list-style-type: none"> No action required. Existing procedure adequate

					designated Councillor.	
Grant Awarding	Protection of public funds	1	1	VL	<ul style="list-style-type: none"> Grant awarding policy in place 	<ul style="list-style-type: none"> No action required. Existing procedure adequate
Access to Council Finance	Risk of theft or dishonesty	1	2	L	<ul style="list-style-type: none"> Only the RFO has access to the bank accounts, cheque books and cards. Other staff have view only access. 	<ul style="list-style-type: none"> No action required. Existing procedure adequate
Best Value Accountability	Work awarded incorrectly. Overspend on services	1	1	VL	<ul style="list-style-type: none"> Town Council procedure (as per Financial Regulations) to seek 3 quotes for all work estimated to cost over £500. For major projects, competitive tendering process would be initiated (as per Financial Regulations) 	<ul style="list-style-type: none"> No action required. Existing procedure adequate
ANNUAL RETURN (TO EXTERNAL AUDITORS)	Submission within time limits to avoid financial penalties	1	1	VL	<ul style="list-style-type: none"> Figures for Annual return presented to Council for approval and signing. Subject to internal audit 	<ul style="list-style-type: none"> No action required. Existing procedure adequate

					before being sent for External Audit.	
VAT	Unclaimed VAT refunds	1	1	VL	<ul style="list-style-type: none"> Refunds from HMRC for reclaimed VAT noted in lists of monthly income. VAT incurred displayed in separate column in cash book. 	<ul style="list-style-type: none"> No action required. Existing procedure adequate
Expenditure	No power to spend.	1	1	VL	<ul style="list-style-type: none"> Council has General Power of Competence. Town Clerk to check that the Council has powers before spending. Training for Councillors. 	<ul style="list-style-type: none"> No action required. Existing procedure adequate
Budgetary Controls	Overspend against budget	1	2	L	<ul style="list-style-type: none"> Budget is monitored before any major expenditure. Budget vs actual reported each quarter Council has adequate reserves. 	<ul style="list-style-type: none">

		EMPLOYMENT MATTERS				
Working hours	Over payment of wages for hours worked	1	2	L	<ul style="list-style-type: none"> Staffing Committee has responsibility for monitoring of hours worked for all employees. Time sheets submitted to clerk where appropriate Wage cost submitted on a monthly basis 	<ul style="list-style-type: none"> No action required. Existing procedure adequate
Working conditions	Council non-compliant with contractual obligations; leading to discontented workforce.	1	2	L	<ul style="list-style-type: none"> Regular reviews of staff performance and working relationship with the Council 	<ul style="list-style-type: none"> Ensure all staff have access to reviews, etc
Health and Safety	Injury to staff in the working environment	1	2	L	<ul style="list-style-type: none"> Provision of regular reviews of staff working procedures, risks involved and adequate direction on the safe use of any equipment 	<ul style="list-style-type: none"> Provide extensive health and safety guidance to all staff on a regular basis in conjunction with regular reviews of working practices and risk assessments.

					<p>required to undertake roles.</p> <ul style="list-style-type: none"> • Professional Health and Safety advisor engaged • Annual health and safety inspection carried out with report for actions required. • Risk assessments and COSHH assessments completed and reviewed. • Training on health and safety matters available online. 	
Fraud / Theft	<p>Fraud by employees</p> <p>Theft by employees</p>	1	3	M	<ul style="list-style-type: none"> • Requirements of Fidelity Guarantee within insurance provision. £705,000.00. • Regular checks and internal controls on financial activity. • Cash locked away and kept at minimal levels. 	<ul style="list-style-type: none"> • No action required. • Existing procedure adequate

Salaries/Wages	Incorrect payment made	1	2	L	<ul style="list-style-type: none"> • Payroll checked by Chairman of Staffing Committee. • Spreadsheets set up to monitor wages. • Payroll provider appointed. • Employees to fill in a monthly timesheet for casual staff and overtime. 	<ul style="list-style-type: none"> • No action required. • Existing procedure adequate
Pension Regulator	Not having appropriate pension scheme in place for qualifying staff.	1	2	L	<ul style="list-style-type: none"> • Pension Regulator submissions completed periodically. • Members of West Yorkshire Pension Fund. • Employees assessed for eligibility upon employment. 	<ul style="list-style-type: none"> • No action required. • Existing procedure adequate
RTI (HMRC)	Submission within time limits to avoid financial penalties	1	1	VL	<ul style="list-style-type: none"> • Employers Return to HMRC completed and submitted online within the required 	<ul style="list-style-type: none"> • No action required. • Existing procedure adequate

					time frame by Payroll provider.	
Business Continuity	Loss of key staff	2	2	M	<ul style="list-style-type: none"> Business Continuity Plan in place. Admin Officer is CiLCA qualified. 	<ul style="list-style-type: none"> Additional staff member to be added to the bank account to enable payments to be set up in the absence of the Clerk.
		INSURANCE PROVISION				
Adequacy	Insurance provision inadequate for the risk identified	1	2	L	<ul style="list-style-type: none"> Annual review is undertaken of all insurance arrangements 	<ul style="list-style-type: none"> No action required. Existing procedure adequate
Cost	Best value practice not undertaken	1	2	L	<ul style="list-style-type: none"> Cost of insurance provision and service provided by said provider reviewed annually. 	<ul style="list-style-type: none"> No action required. Existing procedure adequate
		FREEDOM OF INFORMATION & DATA PROTECTION				
FREEDOM OF INFORMATION PROVISION	Non-compliance with Freedom of Information Act statutory requirements	1	1	VL	<ul style="list-style-type: none"> Council has Model Publication scheme available on website and hard copy from the Clerk Freedom of Information Request Policy 	<ul style="list-style-type: none"> No action required. Existing procedure adequate

DATA PROTECTION	Non-compliance with Data Protection Act and GDPR statutory requirements for registration as data controller	1	1	VL	<ul style="list-style-type: none"> • Clerk/RFO and members undertaken training • Council registered with ICO as a Data Controller • Data/information audit complete and reviewed regularly • Privacy notices available on website • Consents log live • Policy for review of consents in place • Retention and disposal policy adopted • Security Incident Procedure/policy in place 	<ul style="list-style-type: none"> • No action required. • Existing procedure adequate
		LEGAL MATTERS				
LEGAL POWERS	Illegal activity and/or payments	1	2	L	<ul style="list-style-type: none"> • All actions of the Council noted in Minutes presented to all members. • All resolutions for payment resolved at monthly 	<ul style="list-style-type: none"> • No action required. • Existing procedure adequate

					meetings of Town Council. • Town Council has General Power of Competence	
STATUTORY OBLIGATIONS REGARDING DOCUMENTS	Accuracy and legality of notices, agendas, Minutes	1	1	VL	<ul style="list-style-type: none"> Minutes produced in the prescribed manner by the Clerk and adhere to legal requirements. Minutes are approved, signed and dated at the next meeting of the Council/Committee. Agendas and notices are produced in the prescribed manner by the Clerk and adhere to legal requirements. Agendas and notices are displayed according to legal requirements. 	<ul style="list-style-type: none"> No action required. Existing procedure adequate
		MEMBERS				
MEMBERS INTERESTS	Non-registration of Disclosable	1	2	L	• Request for all members to declare	• No action required.

	Pecuniary interests leading to criminal prosecution				<p>any interests in business to be considered at all meetings.</p> <ul style="list-style-type: none"> • Registration of interests by members on prescribed form. • Responsibility of individual member to declare said interests. • Register of interests forms displayed of Town council website. 	<ul style="list-style-type: none"> • Existing procedure adequate
Code of Conduct	Poor standards of behaviour leading to a Code of Conduct complaint.	2	2	M	<ul style="list-style-type: none"> • Councillors sign to agree to abide by the Code of Conduct. • Training courses are available from YLCA. • An overview is provided by the Town Clerk upon joining. 	<ul style="list-style-type: none"> • Consider mandatory training in the Code of Conduct for all Councillors every four years.
GIFTS & HOSPITALITY	Non disclosure leading to Code	1	2	L	<ul style="list-style-type: none"> • Members required to register gifts and 	<ul style="list-style-type: none"> • No action required. • Existing procedure adequate

	of Conduct complaint				hospitality above £50.00	
		ASSET MANAGEMENT / MAINTENANCE				
ASSETS MAINTENANCE	Loss or damage. Risk damage to third party	1	2	L	<ul style="list-style-type: none"> Annual review of assets undertaken for both insurance provision and external audit requirements. 	<ul style="list-style-type: none"> No action required. Existing procedure adequate
i) Notice boards, salt/grit bins, benches, signage	Damage to equipment. Risk to third parties	1	2	L	<ul style="list-style-type: none"> Monthly checks undertaken by Clerk Clerk possesses emergency powers to deal with urgent repairs. Notice board provision considered by council on a regular basis. Public Liability insurance in place. 	<ul style="list-style-type: none"> No action required. Existing procedure adequate
ii) Open spaces trees	Damage to equipment. Risk to third parties	2	3	H	<ul style="list-style-type: none"> Regular checks undertaken by Clerk Clerk possesses emergency powers 	<ul style="list-style-type: none"> No action required. Existing procedure adequate

					<p>to deal with urgent maintenance work.</p> <ul style="list-style-type: none"> • Open space provision considered by Council on a regular basis. • Public Liability insurance in place. 	
iii) Town Hall and Woodhouse Community Centre	<p>Damage to building, contents.</p> <p>Security of the building</p> <p>Risk to third parties</p> <p>Loss of income</p> <p>Safety of electrical equipment</p>	2	2	M	<ul style="list-style-type: none"> • Insurance policy in place for buildings (where appropriate) and contents. • Burglar and fire alarms installed and maintained. • PAT Testing carried out bi-annually • Loss of income included in the insurance schedule. 	<ul style="list-style-type: none"> • No action required. • Existing procedure adequate
ASSETS	Poor performance of assets	1	2	L	<ul style="list-style-type: none"> • All assets owned by Town Council are regularly reviewed. • All repairs and relevant expenditure 	<ul style="list-style-type: none"> • No action required. • Existing procedure adequate

					<p>authorised in accordance with correct procedures of the Town Council.</p> <ul style="list-style-type: none"> • All assets insured. • Insurance provision reviewed annually. 	
MEETING LOCATION	Premises inadequate for needs of Council and inaccessible for members of the public	1	1	VL	<ul style="list-style-type: none"> • All meetings of Normanton Town Council are held in Normanton Town Hall which has adequate facilities for the hosting of meetings. • The Town Hall is accessible and on the main bus route through Normanton. 	<ul style="list-style-type: none"> • No action required. • Existing procedure adequate
		COUNCIL RECORDS				
PAPER RECORDS	<p>Loss of essential records through theft and/or fire damage.</p> <p>Council Minutes, leases and</p>	2	1	L	<ul style="list-style-type: none"> • All Town Council Minutes and financial documents are stored in locked filing cabinets at 	<ul style="list-style-type: none"> • No action required. • Existing procedure adequate

	historical correspondence. Financial records.				<p>Normanton Town Hall.</p> <ul style="list-style-type: none"> Some legal deeds are stored at the offices of the Town Councils Solicitor, Jordans of Wakefield. Older minutes and historical documents to be deposited with West Yorkshire Archive. 	
ELECTRONIC RECORDS	Loss through; theft, fire damage or corruption of computer	1	1	VL	<ul style="list-style-type: none"> Town Council electronic records are stored on a cloud-based computer system. Back ups of electronic data are made at regular intervals 	<ul style="list-style-type: none"> No action required. Existing procedure adequate

NORMANTON TOWN COUNCIL

MODEL FINANCIAL REGULATIONS 2019 FOR ENGLAND

These Financial Regulations were adopted by the council at its meeting held on 19th May 2015 and last reviewed on 16th May 2023.

Version History:

001	19 th May 2015	Adopted
002	10 th May 2016	Reviewed and Updated
003	9 th May 2017	Reviewed and Updated
004	8 th May 2018	Reviewed
005	14 th May 2019	Reviewed and Updated
006	8 th September 2020	Reviewed
007	4 th May 2021	Reviewed and Updated
008	12 th May 2022	Reviewed
009	16 th May 2023	Reviewed
010	7 th December 2023	Updated following Internal Audit recommendations.

Document Status: Draft

Date of next review: May 2024

1. General

1.1. These financial regulations govern the conduct of financial management by the council and may only be amended or varied by resolution of the council. Financial regulations are one of the council's three governing policy documents providing procedural guidance for members and officers. Financial regulations must be observed in conjunction with the council's standing orders¹ and any individual financial regulations relating to contracts.

1.2. The council is responsible in law for ensuring that its financial management is adequate and effective and that the council has a sound system of internal control which facilitates the effective exercise of the council's functions, including arrangements for the management of risk.

1.3. The council's accounting control systems must include measures:

- for the timely production of accounts;
- that provide for the safe and efficient safeguarding of public money;
- to prevent and detect inaccuracy and fraud; and
- identifying the duties of officers.

1.4. These financial regulations demonstrate how the council meets these responsibilities and requirements.

1.5. At least once a year, prior to approving the Annual Governance Statement, the council must review the effectiveness of its system of internal control which shall be in accordance with proper practices.

1.6. Deliberate or wilful breach of these Regulations by an employee may give rise to disciplinary proceedings.

1.7. Members of council are expected to follow the instructions within these Regulations and not to entice employees to breach them. Failure to follow instructions within these Regulations brings the office of councillor into disrepute.

1.8. The Responsible Financial Officer (RFO) holds a statutory office to be appointed by the council. The Clerk has been appointed as RFO for this council and these regulations will apply accordingly.

1.9. The RFO;

- acts under the policy direction of the council;
- administers the council's financial affairs in accordance with all Acts, Regulations and proper practices;
- determines on behalf of the council its accounting records and accounting control systems;
- ensures the accounting control systems are observed;
- maintains the accounting records of the council up to date in accordance with proper practices;
- assists the council to secure economy, efficiency and effectiveness in the use of its resources; and

¹ Model Standing Orders for Councils (2018 Edition) is available from NALC (©NALC 2018)

- produces financial management information as required by the council.

1.10. The accounting records determined by the RFO shall be sufficient to show and explain the council's transactions and to enable the RFO to ensure that any income and expenditure account and statement of balances, or record of receipts and payments and additional information, as the case may be, or management information prepared for the council from time to time comply with the Accounts and Audit Regulations.

1.11. The accounting records determined by the RFO shall in particular contain:

- entries from day to day of all sums of money received and expended by the council and the matters to which the income and expenditure or receipts and payments account relate;
- a record of the assets and liabilities of the council; and
- wherever relevant, a record of the council's income and expenditure in relation to claims made, or to be made, for any contribution, grant or subsidy.

1.12. The accounting control systems determined by the RFO shall include:

- procedures to ensure that the financial transactions of the council are recorded as soon as reasonably practicable and as accurately and reasonably as possible;
- procedures to enable the prevention and detection of inaccuracies and fraud and the ability to reconstruct any lost records;
- identification of the duties of officers dealing with financial transactions and division of responsibilities of those officers in relation to significant transactions;
- procedures to ensure that uncollectable amounts, including any bad debts are not submitted to the council for approval to be written off except with the approval of the RFO and that the approvals are shown in the accounting records; and
- measures to ensure that risk is properly managed.

1.13. The council is not empowered by these Regulations or otherwise to delegate certain specified decisions. In particular any decision regarding:

- setting the final budget or the precept (council tax requirement);
- approving accounting statements;
- approving an annual governance statement;
- borrowing;
- writing off bad debts;
- declaring eligibility for the General Power of Competence; and
- addressing recommendations in any report from the internal or external auditors, shall be a matter for the full council only.

1.14. In addition, the council must:

- determine and keep under regular review the bank mandate for all council bank accounts;
- approve any grant or a single commitment in excess of [£5,000]; and
- in respect of the annual salary for any employee have regard to recommendations about annual salaries of employees made by the relevant committee in accordance with its terms of reference.

1.15. In these financial regulations, references to the Accounts and Audit Regulations or 'the regulations' shall mean the regulations issued under the provisions of section 27 of the Audit Commission Act 1998, or any superseding legislation, and then in force unless otherwise specified.

In these financial regulations the term 'proper practice' or 'proper practices' shall refer to guidance issued in *Governance and Accountability for Local Councils - a Practitioners' Guide (England)* issued by the Joint Practitioners Advisory Group (JPAG), available from the websites of NALC and the Society for Local Council Clerks (SLCC).

2. Accounting and audit (internal and external)

2.1. All accounting procedures and financial records of the council shall be determined by the RFO in accordance with the Accounts and Audit Regulations, appropriate guidance and proper practices.

2.2. On a regular basis, at least once in each quarter, and at each financial year end, a member other than the Chairman [or a cheque signatory] shall be appointed to verify bank reconciliations (for all accounts) produced by the RFO. The member shall sign the reconciliations and the original bank statements (or similar document) as evidence of verification. This activity shall on conclusion be reported, including any exceptions, to and noted by the Finance Committee.

2.3. The RFO shall complete the annual statement of accounts, annual report, and any related documents of the council contained in the Annual Return (as specified in proper practices) as soon as practicable after the end of the financial year and having certified the accounts shall submit them and report thereon to the council within the timescales set by the Accounts and Audit Regulations.

2.4. The council shall ensure that there is an adequate and effective system of internal audit of its accounting records, and of its system of internal control in accordance with proper practices. Any officer or member of the council shall make available such documents and records as appear to the council to be necessary for the purpose of the audit and shall, as directed by the council, supply the RFO, internal auditor, or external auditor with such information and explanation as the council considers necessary for that purpose.

2.5. The internal auditor shall be appointed by and shall carry out the work in relation to internal controls required by the council in accordance with proper practices.

2.6. The internal auditor shall:

- be competent and independent of the financial operations of the council;
- report to council in writing, or in person, on a regular basis with a minimum of one annual written report during each financial year;
- to demonstrate competence, objectivity and independence, be free from any actual or perceived conflicts of interest, including those arising from family relationships; and
- has no involvement in the financial decision making, management or control of the council

2.7. Internal or external auditors may not under any circumstances:

- perform any operational duties for the council;
- initiate or approve accounting transactions; or

- direct the activities of any council employee, except to the extent that such employees have been appropriately assigned to assist the internal auditor.

2.8. For the avoidance of doubt, in relation to internal audit the terms ‘independent’ and ‘independence’ shall have the same meaning as is described in proper practices.

2.9. The RFO shall make arrangements for the exercise of electors’ rights in relation to the accounts including the opportunity to inspect the accounts, books, and vouchers and display or publish any notices and statements of account required by Audit Commission Act 1998, or any superseding legislation, and the Accounts and Audit Regulations.

2.10. The RFO shall, without undue delay, bring to the attention of all councillors any correspondence or report from internal or external auditors.

3. Annual estimates (budget) and forward planning

3.1. The RFO must each year, by no later than [January], prepare detailed estimates of all receipts and payments including the use of reserves and all sources of funding for the following financial year in the form of a budget to be considered by the [relevant committee and the] council.

3.2. The council shall consider annual budget proposals in relation to the council’s three year forecast of revenue and capital receipts and payments including recommendations for the use of reserves and sources of funding and update the forecast accordingly.

3.3. The council shall fix the precept (council tax requirement), and relevant basic amount of council tax to be levied for the ensuing financial year not later than by the end of January each year. The RFO shall issue the precept to the billing authority and shall supply each member with a copy of the approved annual budget.

3.4. The approved annual budget shall form the basis of financial control for the ensuing year.

4. Budgetary control and authority to spend

4.1. Expenditure on revenue items may be authorised up to the amounts included for that class of expenditure in the approved budget. This authority is to be determined by:

- the council for all items over [£5,000];
- a duly delegated committee of the council for items over [£500]; or
- the Clerk, in conjunction with Chairman of Council or Chairman of the appropriate committee, for any items below [£500].

Such authority is to be evidenced by a minute or by an authorisation slip duly signed by the Clerk, and where necessary also by the appropriate Chairman.

Contracts may not be disaggregated to avoid controls imposed by these regulations.

4.2. No expenditure may be authorised that will exceed the amount provided in the revenue budget for that class of expenditure other than by resolution of the council, or duly delegated committee. During the budget year and with the approval of council having considered fully the implications for public services, unspent and available amounts may be moved to other budget headings or to an earmarked reserve as appropriate (‘virement’).

4.3. Unspent provisions in the revenue or capital budgets for completed projects shall not be carried forward to a subsequent year.

4.4. The salary budgets are to be reviewed at least annually in [November] for the following financial year and such review shall be evidenced by a hard copy schedule signed by the Clerk and the Chairman of Council or relevant committee. The RFO will inform committees of any changes impacting on their budget requirement for the coming year in good time.

4.5. In cases of extreme risk to the delivery of council services, the clerk may authorise revenue expenditure on behalf of the council which in the clerk's judgement it is necessary to carry out. Such expenditure includes repair, replacement or other work, whether or not there is any budgetary provision for the expenditure, subject to a limit of [£1,000]. The Clerk shall report such action to the chairman as soon as possible and to the council as soon as practicable thereafter.

4.6. No expenditure shall be authorised in relation to any capital project and no contract entered into or tender accepted involving capital expenditure unless the council is satisfied that the necessary funds are available and the requisite borrowing approval has been obtained.

4.7. All capital works shall be administered in accordance with the council's standing orders and financial regulations relating to contracts.

4.8. The RFO shall regularly provide the council with a statement of receipts and payments to date under each head of the budgets, comparing actual expenditure to the appropriate date against that planned as shown in the budget. These statements are to be prepared at least at the end of each financial quarter and shall show explanations of material variances. For this purpose "material" shall be in excess of [£100] or [15%] of the budget.

4.9. Changes in earmarked reserves shall be approved by council as part of the budgetary control process.

5. Banking arrangements and authorisation of payments

5.1. The council's banking arrangements, including the bank mandate, shall be made by the RFO and approved by the council; banking arrangements may not be delegated to a committee. They shall be regularly reviewed for safety and efficiency.

5.2. The RFO shall prepare a schedule of payments requiring authorisation, forming part of the Agenda for the Meeting and, together with the relevant invoices, present the schedule to council. The council shall review the schedule for compliance and, having satisfied itself shall authorise payment by a resolution of the council. The approved schedule shall be ruled off and initialled by the Chairman of the Meeting. A detailed list of all payments shall be disclosed within or as an attachment to the minutes of the meeting at which payment was authorised. Personal payments (including salaries, wages, expenses and any payment made in relation to the termination of a contract of employment) may be summarised to remove public access to any personal information.

5.3. All invoices for payment shall be examined, verified and certified by the RFO to confirm that the work, goods or services to which each invoice relates has been received, carried out, examined and represents expenditure previously approved by the council.

5.4. The RFO shall examine invoices for arithmetical accuracy and analyse them to the appropriate expenditure heading. The RFO shall take all steps to pay all invoices submitted, and which are in order, at the next available council meeting.

5.5. The Clerk and RFO shall have delegated authority to authorise the payment of items only in the following circumstances:

- a) If a payment is necessary to avoid a charge to interest under the Late Payment of Commercial Debts (Interest) Act 1998, and the due date for payment is before the next scheduled Meeting of council, where the Clerk and RFO certify that there is no dispute or other reason to delay payment, provided that a list of such payments shall be submitted to the next appropriate meeting of council;
- b) An expenditure item authorised under 5.6 below (continuing contracts and obligations) provided that a list of such payments shall be submitted to the next appropriate meeting of council; or
- c) Fund transfers within the councils banking arrangements, provided that a list of such payments shall be submitted to the next appropriate meeting of council.
- d) If a payment is due before the date of the next meeting of Council, and it is not reasonable for the payment to be delayed, provided that a list of such payments shall be submitted to the next appropriate meeting of the Council.
- e) The payment of salaries, wages, allowances, expenses, NI, PAYE and pension contributions on a monthly basis, provided that a list of such payments shall be submitted to the next appropriate meeting of the Council.

5.6. For each financial year the Clerk and RFO shall draw up a list of due payments which arise on a regular basis as the result of a continuing contract, statutory duty, or obligation (such as but not exclusively) Salaries, PAYE and NI, Superannuation Fund and regular maintenance contracts and the like for which council may authorise payment for the year provided that the requirements of regulation 4.1 (Budgetary Controls) are adhered to, provided also that a list of such payments shall be submitted to the next appropriate meeting of council.

5.7. A record of regular payments made under 5.6 above shall be drawn up and be signed by two members on each and every occasion when payment is authorised - thus controlling the risk of duplicated payments being authorised and / or made.

5.8. In respect of grants a duly authorised committee shall approve expenditure within any limits set by council and in accordance with any policy statement approved by council. Any Revenue or Capital Grant in excess of £5,000 shall before payment, be subject to ratification by resolution of the council.

5.9. Members are subject to the Code of Conduct that has been adopted by the council and shall comply with the Code and Standing Orders when a decision to authorise or instruct payment is made in respect of a matter in which they have a disclosable pecuniary or other interest, unless a dispensation has been granted.

5.10. The council will aim to rotate the duties of members in these Regulations so that onerous duties are shared out as evenly as possible over time.

5.11. Any changes in the recorded details of suppliers, such as bank account records, shall be approved in writing by a Member.

6. Instructions for the making of payments

6.1. The council will make safe and efficient arrangements for the making of its payments.

6.2. Following authorisation under Financial Regulation 5 above, the council, a duly delegated committee or, if so delegated, the Clerk or RFO shall give instruction that a payment shall be made.

6.3 Payments made by the Clerk or RFO under delegated authority will be made by cheque, internet banking, card or petty cash as appropriate, in line with the agreed internal control measures.

6.4. All payments shall be affected by cheque or other instructions to the council's bankers, or otherwise, in accordance with a resolution of council [or duly delegated committee].

6.5. Cheques or orders for payment drawn on the bank account in accordance with the schedule as presented to council or committee shall be signed by two members of council and countersigned by the Clerk, in accordance with a resolution instructing that payment. A member who is a bank signatory, having a connection by virtue of family or business relationships with the beneficiary of a payment, should not, under normal circumstances, be a signatory to the payment in question.

6.6. To indicate agreement of the details shown on the cheque or order for payment with the counterfoil and the invoice or similar documentation, the signatories shall each also initial the cheque counterfoil.

6.7. Cheques or orders for payment shall not normally be presented for signature other than at a council or committee meeting (including immediately before or after such a meeting). Any signatures obtained away from such meetings shall be reported to the council at the next convenient meeting.

6.8. If thought appropriate by the council, payment for utility supplies (energy, telephone and water) and any National Non-Domestic Rates may be made by variable direct debit provided that the instructions are signed by two members and any payments are reported to council as made. The approval of the use of a variable direct debit shall be renewed by resolution of the council at least every two years.

6.9. If thought appropriate by the council, payment for certain items (principally salaries) may be made by banker's standing order provided that the instructions are signed, or otherwise evidenced by two members are retained and any payments are reported to council as made. The approval of the use of a banker's standing order shall be renewed by resolution of the council at least every two years.

6.10. If thought appropriate by the council, payment for certain items may be made by BACS or CHAPS methods provided that the instructions for each payment are signed, or otherwise evidenced, by two authorised bank signatories, are retained and any payments are reported to council as made. The approval of the use of BACS or CHAPS shall be renewed by resolution of the council at least every two years.

6.11. If thought appropriate by the council payment for certain items may be made by internet banking transfer provided evidence is retained showing which members approved the payment.

6.12. Internet banking payments are set up by the Town Clerk following approval by Council. One of three Councillors can log in to authorise these payments, checking the payment amounts and payees against the list of invoices circulated at the Council meeting.

6.13 Internet banking payments set up by the Town Clerk under delegated authority will be circulated to the authorising Councillors in a list prior to the payments being approved. This list will be submitted to the next available meeting of Council.

6.14. Where a computer requires use of a personal identification number (PIN) or other password(s), for access to the council's records on that computer, a note shall be made of the PIN and Passwords and shall be retained inside the safe in a sealed dated envelope. This envelope may not be opened other than in the presence of two other councillors. After the envelope has been opened, in any circumstances, the PIN and / or passwords shall be changed as soon as practicable. The fact that the sealed envelope has been opened, in whatever circumstances, shall be reported to all members immediately and formally to the next available meeting of the council. This will not be required for a member's personal computer used only for remote authorisation of bank payments.

6.15. No employee or councillor shall disclose any PIN or password, relevant to the working of the council or its bank accounts, to any person not authorised in writing by the council or a duly delegated committee.

6.16. Regular back-up copies of the records on any computer shall be made and shall be stored securely away from the computer in question, and preferably off site.

6.17. The council, and any members using computers for the council's financial business, shall ensure that anti-virus, anti-spyware and firewall software with automatic updates, together with a high level of security, is used.

6.18. Where internet banking arrangements are made with any bank, the Clerk & RFO shall be appointed as the Service Administrator. The bank mandate approved by the council shall identify a number of councillors who will be authorised to approve transactions on those accounts. The bank mandate will state clearly the amounts of payments that can be instructed by the use of the Service Administrator alone, or by the Service Administrator with a stated number of approvals.

6.19. Access to any internet banking accounts will be directly to the access page (which may be saved under "favourites"), and not through a search engine or e-mail link. Remembered or saved passwords facilities must not be used on any computer used for council banking work. Breach of this Regulation will be treated as a very serious matter under these regulations.

6.20. Changes to account details for suppliers, which are used for internet banking may only be changed on written hard copy notification by the supplier and supported by hard copy authority for change signed by the Clerk & RFO. A programme of regular checks of standing data with suppliers will be followed.

6.21. Any Debit Card issued for use will be specifically restricted to the Clerk & RFO and will also be restricted to a single transaction maximum value of £1,000 unless authorised by council or finance committee in writing before any order is placed.

6.22. A pre-paid debit card may be issued to employees with varying limits. These limits will be set by the Finance Committee. Transactions and purchases made will be reported to the council and authority for topping-up shall be at the discretion of the council.

6.23. Any corporate credit card or trade card account opened by the council will be specifically restricted to use by the Clerk & RFO and shall be subject to automatic payment in full at each month-end. Personal credit or debit cards of members or staff shall not be used under any circumstances.

6.24. The RFO may provide petty cash to officers for the purpose of defraying operational and other expenses. Vouchers for payments made shall be forwarded to the RFO with a claim for reimbursement.

- a) The RFO shall maintain a petty cash float of up to £250.00 for the purpose of defraying operational and other expenses. Vouchers for payments made from petty cash shall be kept to substantiate the payment.
- b) Cash income received will be temporarily held with the petty cash float but must be separately recorded within the accounts and transferred to the bank regularly by way of a cashbook transfer.
- c) Payments to maintain the petty cash float shall be shown separately on the schedule of payments presented to council under 5.2 above.

7. Payment of salaries

7.1. As an employer, the council shall make arrangements to meet fully the statutory requirements placed on all employers by PAYE and National Insurance legislation. The payment of all salaries shall be made in accordance with payroll records and the rules of PAYE and National Insurance currently operating, and salary rates shall be as agreed by council, or duly delegated committee.

7.2. Payment of salaries and payment of deductions from salary such as may be required to be made for tax, national insurance and pension contributions, or similar statutory or discretionary deductions must be made in accordance with the payroll records and on the appropriate dates stipulated in employment contracts, provided that each payment is reported to the next available council meeting, as set out in these regulations above.

7.3. No changes shall be made to any employee's pay, emoluments, or terms and conditions of employment without the prior consent of the relevant committee.

7.4 Overtime claims for events outside normal office hours shall be submitted to the Town Clerk and checked against timesheets before being included in the monthly payroll. All overtime shall be separately identified on the wage slips.

7.5 Hours for casual events staff shall be checked against timesheets before being included in the monthly payroll.

7.6 Overtime claims for the Town Clerk in respect of events outside of normal office hours shall be checked against timesheets and approved by the Chairman of the Staffing Committee before being included in the monthly payroll.

7.7 The Clerk and RFO shall retain overall responsibility for the outsourced payroll service, providing monthly salary, overtime and wages information.

7.8 The outsourced payroll service shall calculate all deductions including NI, PAYE and pension and provide payroll reports setting out net pay and payments due to HMRC and the West Yorkshire Pension Fund.

7.9 The outsourced payroll service shall submit the RTI to HMRC along with the monthly report to the West Yorkshire Pension Fund.

7.10 The Town Clerk and RFO shall make payments to all employees, councillors, HMRC and the pension provider in accordance with these financial regulations.

7.11. Each and every payment to employees of net salary and to the appropriate creditor of the statutory and discretionary deductions shall be recorded in a separate confidential record (confidential cash book). This confidential record is not open to inspection or review (under the Freedom of Information Act 2000 or otherwise) other than:

- a) by any councillor who can demonstrate a need to know;
- b) by the internal auditor;
- c) by the external auditor; or
- d) by any person authorised under Audit Commission Act 1998, or any superseding legislation.

7.12. The total of such payments in each calendar month shall be reported with all other payments as made as may be required under these Financial Regulations, to ensure that only payments due for the period have actually been paid.

7.13. An effective system of personal performance management should be maintained for the senior officers.

7.14. Any termination payments shall be supported by a clear business case and reported to the council. Termination payments shall only be authorised by council.

7.15. Before employing interim staff, the council must consider a full business case.

7.16 Payment of members allowances shall be processed annually in November through the payroll system. All elected members will be asked if they wish to claim the allowance of £110.00 and will need to ensure that a HMRC New Starter form has been completed for PAYE purposes. The allowance may not be claimed by Co-opted members.

7.17 The outsourced payroll company shall process the payment of allowances including all deductions of PAYE where appropriate and provide payroll reports setting out net pay and payments due to HMRC.

8. Loans and investments

8.1. All borrowings shall be affected in the name of the council, after obtaining any necessary borrowing approval. Any application for borrowing approval shall be approved by Council as to terms and purpose. The application for borrowing approval, and subsequent arrangements for the loan shall only be approved by full council.

8.2. Any financial arrangement which does not require formal borrowing approval from the Secretary of State/Welsh Assembly Government (such as Hire Purchase or Leasing of tangible assets) shall be subject to approval by the full council. In each case a report in writing shall be provided to council in respect of value for money for the proposed transaction.

8.3. The council will arrange with the council's banks and investment providers for the sending of a copy of each statement of account to the Chairman of the council at the same time as one is issued to the Clerk or RFO.

8.4. All loans and investments shall be negotiated in the name of the council and shall be for a set period in accordance with council policy.

8.5. The council shall consider the need for an Investment Strategy and Policy which, if drawn up, shall be in accordance with relevant regulations, proper practices and guidance. Any Strategy and Policy shall be reviewed by the council at least annually.

8.6. All investments of money under the control of the council shall be in the name of the council.

8.7. All investment certificates and other documents relating thereto shall be retained in the custody of the RFO.

8.8. Payments in respect of short term or long-term investments, including transfers between bank accounts held in the same bank, or branch, shall be made in accordance with Regulation 5 (Authorisation of payments) and Regulation 6 (Instructions for payments).

9. Income

9.1. The collection of all sums due to the council shall be the responsibility of and under the supervision of the RFO.

9.2. Particulars of all charges to be made for work done, services rendered or goods supplied shall be agreed annually by the council, notified to the RFO and the RFO shall be responsible for the collection of all accounts due to the council.

9.3. The council will review all fees and charges at least annually, following a report of the Clerk.

9.4. Any sums found to be irrecoverable and any bad debts shall be reported to the council and shall be written off in the year.

9.5. All sums received on behalf of the council shall be banked intact as directed by the RFO. In all cases, all receipts shall be deposited with the council's bankers with such frequency as the RFO considers necessary.

9.6 Receipt of income may be via cash, card payment or internet banking.

9.7 Income received by card is processed through the Square terminal or Square online platform. The income is transferred by Square into the Town Council's account within 2-3 business days, less the transaction fee of 1.75% for most card types (fees vary dependant on the type of card used)

9.8. The origin of each receipt including cash and internet banking receipts, shall be entered on the daily income log on the Square online platform and saved as a spreadsheet on the NTC network. The Income log is verified against the bank statement before being entered into the accounts.

9.9. Personal cheques shall not be cashed out of money held on behalf of the council.

9.10. The RFO shall promptly complete any VAT Return that is required. Any repayment claim due in accordance with VAT Act 1994 section 33 shall be made at least annually coinciding with the financial year end.

9.11. Where any significant sums of cash are regularly received by the council, the RFO shall take such steps as are agreed by the council to ensure that more than one person is present when the cash is counted in the first instance, that there is a reconciliation to some form of control such as ticket issues, and that appropriate care is taken in the security and safety of individuals banking such cash.

10. Orders for work, goods and services

10.1. An official order or letter shall be issued for all work, goods and services unless a formal contract is to be prepared or an official order would be inappropriate. Copies of orders shall be retained.

10.2. Order books shall be controlled by the RFO.

10.3. All members and officers are responsible for obtaining value for money at all times. An officer issuing an official order shall ensure as far as reasonable and practicable that the best available terms are obtained in respect of each transaction, usually by obtaining three or more quotations or estimates from appropriate suppliers, subject to any de minimis provisions in Regulation 11.1 below.

10.4. A member may not issue an official order or make any contract on behalf of the council.

10.5. The RFO shall verify the lawful nature of any proposed purchase before the issue of any order, and in the case of new or infrequent purchases or payments, the RFO shall ensure that the statutory authority shall be reported to the meeting at which the order is approved so that the minutes can record the power being used.

11. Contracts

11.1. Procedures as to contracts are laid down as follows:

- a) Every contract shall comply with these financial regulations, and no exceptions shall be made otherwise than in an emergency provided that this regulation need not apply to contracts which relate to items (i) to (vi) below:
 - i. for the supply of gas, electricity, water, sewerage and telephone services;
 - ii. for specialist services such as are provided by legal professionals acting in disputes;
 - iii. for work to be executed or goods or materials to be supplied which consist of repairs to or parts for existing machinery or equipment or plant;
 - iv. for work to be executed or goods or materials to be supplied which constitute an extension of an existing contract by the council;
 - v. for additional audit work of the external auditor up to an estimated value of £500 (in excess of this sum the Clerk and RFO shall act after consultation with the Chairman and Vice Chairman of council); and
 - vi. for goods or materials proposed to be purchased which are proprietary articles and / or are only sold at a fixed price.

- b) Where the council intends to procure or award a public supply contract, public service contract or public works contract as defined by The Public Contracts Regulations 2015 (“the Regulations”) which is valued at £30,000 or more, the council shall comply with the relevant requirements of the Regulations².
- c) The full requirements of The Regulations, as applicable, shall be followed in respect of the tendering and award of a public supply contract, public service contract or public works contract which exceed thresholds in the Public Contracts Regulations 2015 (which may change from time to time)³.
- d) When applications are made to waive financial regulations relating to contracts to enable a price to be negotiated without competition the reason shall be embodied in a recommendation to the council.
- e) Such invitation to tender shall state the general nature of the intended contract and the Clerk shall obtain the necessary technical assistance to prepare a specification in appropriate cases. The invitation shall in addition state that tenders must be addressed to the Clerk in the ordinary course of post. Each tendering firm shall be supplied with a specifically marked envelope in which the tender is to be sealed and remain sealed until the prescribed date for opening tenders for that contract.
- f) All sealed tenders shall be opened at the same time on the prescribed date by the Clerk in the presence of at least one member of council.
- g) Any invitation to tender issued under this regulation shall be subject to Standing Orders[], ⁴[insert reference of the council’s relevant standing order] and shall refer to the terms of the Bribery Act 2010.
- h) When it is to enter into a contract of less than £30,000 in value for the supply of goods or materials or for the execution of works or specialist services other than such goods, materials, works or specialist services as are excepted as set out in paragraph (a) the Clerk or RFO shall obtain 3 quotations (priced descriptions of the proposed supply); where the value is below £3,000 and above £100 the Clerk or RFO shall strive to obtain 3 estimates. Otherwise, Regulation 10.3 above shall apply.
- i) The council shall not be obliged to accept the lowest or any tender, quote or estimate.
- j) Should it occur that the council, or duly delegated committee, does not accept any tender, quote or estimate, the work is not allocated and the council requires further pricing, provided that the specification does not change, no person shall be permitted to submit a later tender, estimate or quote who was present when the original decision-making process was being undertaken.

² The Regulations require councils to use the Contracts Finder website to advertise contract opportunities, set out the procedures to be followed in awarding new contracts and to publicise the award of new contracts

³ Public Contracts, with estimated value (including VAT from 1 Jan 2022)

a) For goods and Services over £213,477 (previously £189,330 ex VAT)

b) For public works (construction) over £5,336,937 (previously £4,733,252 ex VAT)

⁴ Based on NALC’s Model Standing Order, Version 2 (April 2022)

12. Payments under contracts for building or other construction works

12.1. Payments on account of the contract sum shall be made within the time specified in the contract by the RFO upon authorised certificates of the architect or other consultants engaged to supervise the contract (subject to any percentage withholding as may be agreed in the particular contract).

12.2. Where contracts provide for payment by instalments the RFO shall maintain a record of all such payments. In any case where it is estimated that the total cost of work carried out under a contract, excluding agreed variations, will exceed the contract sum of 5% or more a report shall be submitted to the council.

12.3. Any variation to a contract or addition to or omission from a contract must be approved by the council and Clerk to the contractor in writing, the council being informed where the final cost is likely to exceed the financial provision.

13. Stores and equipment

13.1. The Clerk shall be responsible for the care and custody of stores and equipment.

13.2. Delivery notes shall be obtained in respect of all goods received into store or otherwise delivered and goods must be checked as to order and quality at the time delivery is made.

13.3. Stocks shall be kept at the minimum levels consistent with operational requirements.

13.4. An inventory of all stores and equipment shall be maintained.

14. Assets, properties and estates

14.1. The Clerk shall make appropriate arrangements for the custody of all title deeds and Land Registry Certificates of properties held by the council. The RFO shall ensure a record is maintained of all properties held by the council, recording the location, extent, plan, reference, purchase details, nature of the interest, tenancies granted, rents payable and purpose for which held in accordance with Accounts and Audit Regulations.

14.2. No tangible moveable property shall be purchased or otherwise acquired, sold, leased or otherwise disposed of, without the authority of the council, together with any other consents required by law, save where the estimated value of any one item of tangible movable property does not exceed £250.

14.3. No real property (interests in land) shall be sold, leased or otherwise disposed of without the authority of the council, together with any other consents required by law. In each case a report in writing shall be provided to council in respect of valuation and surveyed condition of the property (including matters such as planning permissions and covenants) together with a proper business case (including an adequate level of consultation with the electorate).

14.4. No real property (interests in land) shall be purchased or acquired without the authority of the full council. In each case a report in writing shall be provided to council in respect of valuation and surveyed condition of the property (including matters such as planning permissions and covenants) together with a proper business case (including an adequate level of consultation with the electorate).

14.5. Subject only to the limit set in Regulation 14.2 above, no tangible moveable property shall be purchased or acquired without the authority of the full council. In each case a report in writing shall be provided to council with a full business case.

14.6. The RFO shall ensure that an appropriate and accurate Register of Assets and Investments is kept up to date. The continued existence of tangible assets shown in the Register shall be verified at least annually, possibly in conjunction with a health and safety inspection of assets.

15. Insurance

15.1. Following the annual risk assessment (per Regulation 17), the RFO shall effect all insurances and negotiate all claims on the council's insurers.

15.2. The RFO shall keep a record of all insurances effected by the council and the property and risks covered thereby and annually review it.

15.3. The RFO shall be notified of any loss liability or damage or of any event likely to lead to a claim, and shall report these to council at the next available meeting.

15.4. All appropriate members and employees of the council shall be included in a suitable form of security or fidelity guarantee insurance which shall cover the maximum risk exposure as determined [annually] by the council, or duly delegated committee.

16. Charities

Normanton Town Council is not a sole managing trustee of a charitable body.

17. Risk management

17.1. The council is responsible for putting in place arrangements for the management of risk. The Clerk shall prepare, for approval by the council, risk management policy statements in respect of all activities of the council. Risk policy statements and consequential risk management arrangements shall be reviewed by the council at least annually.

17.2. When considering any new activity, the Clerk shall prepare a draft risk assessment including risk management proposals for consideration and adoption by the council.

18. Suspension and revision of Financial Regulations

18.1. It shall be the duty of the council to review the Financial Regulations of the council from time to time. The Clerk shall make arrangements to monitor changes in legislation or proper practices and shall advise the council of any requirement for a consequential amendment to these Financial Regulations.

18.2. The council may, by resolution of the council duly notified prior to the relevant meeting of council, suspend any part of these Financial Regulations provided that reasons for the suspension are recorded and that an assessment of the risks arising has been drawn up and presented in advance to all members of council.

REVIEW OF DIRECT DEBITS

PAYEE	PURPOSE	AMOUNT	FIXED / VARIABLE	FREQUENCY	DATE EXPECTED	MONTHS
Cathedral Leasing	Hygiene Services (Town Hall)	£522.61	Fixed	Quarterly	10th	Jan, Apr, Jul, Oct
Cathedral Leasing	Hygiene Services (Community Centre)	£246.31	Fixed	Quarterly	13th	Dec, Mar, Jun, Sep
Citation Ltd	Human Resources and Health & Safety Support	£342.92	Fixed	Monthly	21st	Jan, Feb, Mar, Apr, May, Jun, Jul, Aug, Sep, Oct, Nov, Dec
Everflow Ltd	Water Supply (Allotments and Community Centre)	£1,872.24	Variable	Monthly	16th	Jan, Feb, Mar, Apr, May, Jun, Jul, Aug, Sep, Oct, Nov, Dec
GoCardless Ltd	National Vegetable Society Membership	£22.00	Variable	Annually	25th	Jan
GoCardless Ltd	National Dahlia Society Membership	£20.00	Variable	Annually	26th	Jan
HMRC	PAYE/NI contributions	£2,210.20	Variable	Monthly	23rd	Jan, Feb, Mar, Apr, May, Jun, Jul, Aug, Sep, Oct, Nov, Dec
Information Commissioner	ICO Registration	£35.00	Variable	Annually	8th	Sep
Lloyds Bank	Lloyds Multipay - Cash Book Transfer	£400.24	Variable	Monthly	16th	Jan, Feb, Mar, Apr, May, Jun, Jul, Aug, Sep, Oct, Nov, Dec
NGC Network Services	Telephone / Broadband	£104.00	Variable	Monthly	30th	Jan, Feb, Mar, Apr, May, Jun, Jul, Aug, Sep, Oct, Nov, Dec
Octopus Energy Limited	Gas and Electric (Community Centre)	£853.28	Variable	Monthly	15th	Jan, Feb, Mar, Apr, May, Jun, Jul, Aug, Sep, Oct, Nov, Dec
Pitney Bowes Finance	Franking Machine Lease	£107.53	Fixed	Quarterly	12th	Dec, Mar, Jun, Sep
Pitney Bowes Ltd	Franking Machine Consumables	£170.94	Variable	Ad Hoc	16th	Dependant on consumable requirements
Pitney Bowes Ltd	Franking Machine Credit	£513.00	Variable	Ad Hoc	15th	Dependant on postage top up requirements
Pro Logic	IT Support and O365	£415.63	Variable	Monthly	29th	Jan, Feb, Mar, Apr, May, Jun, Jul, Aug, Sep, Oct, Nov, Dec
Siemens Financial	Photocopier Lease Annual Fee	£72.00	Fixed	Annually	30th	Nov
Siemens Financial	Photocopier Lease	£501.60	Fixed	Quarterly	28th	Nov, Feb, May, Aug
Squareup Europe	Card Machine Fees	£0.44	Variable	Ad Hoc	Ad Hoc	Dependant on transaction history
Stripe DRD	Telephone System and Calls Package (Town Hall)	£52.27	Variable	Monthly	22nd	Jan, Feb, Mar, Apr, May, Jun, Jul, Aug, Sep, Oct, Nov, Dec
WDH	Lease of Car Park (Community Centre)	£1.00	Variable	Annually	1st	Nov

LIST OF REGULAR PAYMENTS

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PAYEE	PURPOSE	AMOUNT	VAT	NET	FREQUENCY	NOTES
Permenant Employees	Salary	£7,507.45	N/A	N/A	Monthly	Based on 2023/24 Salary Scale
HMRC	PAYE/NIC	£2,168.81	N/A	N/A	Monthly	Based on salaried employees only
West Yorkshire Pension Fund	Pension Contributions	£2,015.00	N/A	N/A	Monthly	Based on salaried employees only
Town Councillors	Annual Allowance	£2,420.00	N/A	N/A	Annually	£110.00 per eligible Councillor if claimed - Payable in November of each year
Casual Employees	Wages	Variable	N/A	N/A	Monthly	Based on hours worked from 16th to 15th at £17.16/hr
Permenant Employees	Overtime	Variable	N/A	N/A	Monthly	Based on overtime worked from 16th to 15th at the rate set out in the contract of employment

Pre Renewal Questionnaire

Normanton Town Council

Renewal Date: 1st April 2024

Blenheim House
1-2 Bridge Street
Guildford
GU1 4RY

Tel: 01483 462860

Email: communityrenewals@ajg.com

Web: www.ajg.com/uk



Insurance | Risk Management | Consulting

This document sets out details of your current cover. Please review it carefully and contact us with any updated or additional information.

If we do not hear from you, we will issue your renewal documentation based on the information we currently hold. Do please be aware of your disclosure obligations as set out below.

Duty of Fair Presentation

When you answer questions or agree with assumptions during the quotation process, you must disclose material facts or circumstances about the risk(s) you want to insure. A material fact or circumstance is something that would influence the judgement of an insurer in deciding whether or not to insure the risk.

This is known as a 'duty of fair presentation' and includes disclosing the following:

- Information that you, your firm's senior management, or anyone responsible for arranging your insurance knows, or should know in relation to your business; and
- Information that would be revealed by a reasonable search of information available to you or by making enquiries, and could include information held within your business or by someone else (such as your insurance broker).
- Remember that if you fail to meet this duty, it could mean that the policy is void, or that the insurer is not liable to pay all or part of your claim(s).

Examples of material facts or circumstances include the following (please note these have been provided as examples only and the list is not exhaustive):

- Being declared bankrupt, participating in an Individual Voluntary Arrangement (IVA) or protected deed of trust in Scotland or making a compromise arrangement with creditors
- Other policies in place covering the same risk
- Previous claims or incidents which may have led to a claim but for which you did not actually submit a claim
- Any caution, charge or conviction of a criminal offence for you or any director/business partner/trustee
- Any motoring convictions or disqualification by any director/business partner/trustee or any driver of a company vehicle in respect of a motor insurance application
- The organisation, directors, partners or trustees having been prosecuted or received a prohibition or improvement notice for failure to comply with any Health and Safety, Welfare or Environmental Protection legislation
- Being declined cover by other insurers or having special terms imposed
- Changes to your business activities
- Changes to the Police response to alarm signals.

Please remember that if any of your details, material facts or circumstances change during the policy period, you must always notify us immediately.

Short Form Privacy Notice

We are the data controller of any personal data you provide to us. We collect and process personal data in order to offer and provide insurance services and policies and to process claims. Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop our products and services and to comply with our legal and regulatory obligations. This may involve sharing information with, and obtaining information from, our group companies and third parties such as (re)insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us to monitor and improve the service we provide as well as for regulatory purposes.

Please see our Privacy Notice for further information on how your personal data is used, shared, disclosed and retained, your rights in relation to your personal data and how to contact our Data Protection Officer. Our Privacy Notice can be found at <https://www.ajg.com/uk/privacy-policy/.com> From time to time we may make important updates to our Privacy Notice and these may in turn affect the way we use and handle your data. Please ensure you review our Privacy Notice periodically to ensure you are aware of any changes.

If you are providing us with personal data of another individual that would be covered under the insurance policy we may be placing or services we may provide to you, you shall ensure that you have obtained all appropriate consents, where required, tell them you are providing their information to us and show them a copy of this notice. You must not share personal data with us that is not necessary for us to offer, provide or administer our services to you.

Question	Yes	No
Do you consent for Gallagher marketing activities		
Method of Contact for Marketing and Communications		
Mobile		
Work		
Email		

Sanctions and Trade Restrictions

Gallagher is committed to complying with sanctions laws in the United Kingdom, the European Union, United Nations and United States of America as well as the applicable sanctions laws and regulations in the jurisdictions in which we operate. You should advise us if you trade, directly or indirectly, with:

- any sanctioned party, or those owned or controlled by sanctioned parties
- any parties from or in a sanctioned country, in particular the countries in which Gallagher considers to be of greatest sanctions risk (as advised by your account executive).
- Military items as defined in the UK Strategic Military Control List

(https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/856510/UK_strategic_export_control_lists_20191231.pdf)

Current Sums Insured

Core Cover

Cover	Standard Cover Applicable (£)	Sums Insured If Standard Cover Not Applicable (£)
Crisis Management	500,000	
Employee Dishonesty	No	705,000
Employers' Liability	10,000,000	
Key Person – (per week, up to a maximum of 2,500 per year)	250	
Legal Expenses	500,000	
Libel and Slander	500,000	
Money In Transit	2,500	
Officials and Trustees Liability	500,000	
Personal Accident	100,000/500 per week	
Defibrillator & Cabinet Cover	5,000	
Public and Products Liability	10,000,000	

Optional Cover Extensions

Cover	Standard Cover Applicable	Existing Sums Insured (£)
Equipment Breakdown	Excluded	
Terrorism	Not Included	

Business Interruption

Cover	Existing Sums Insured (£)	Indemnity Period
Increased Cost of Working	10,000	12 Months
Loss of Rent Receivable	3,600	
Loss of Revenue	10,000	12 Months
Rent Payable		

Premises

Premises Address	Existing Sums Insured (£)
Woodhouse Community Centre Woodhouse Community Centre, Normanton, West Yorkshire, WF6 1JH	206,556

Contents Cover

Material Damage Contents Cover	Existing Sums Insured (£)
Office Contents	143,941
General Contents	25,804
Outside Equipment	0
Street Furniture	5,127
Gates & Fences	0
War Memorial	0
Playground Equipment	0
Mowers and Machinery	0
Sports Equipment	0
Other Surfaces	0
Natural Surfaces	0
Specified All Risks	0
Civic Regalia	8,591
Total Contents	183,463

Basis of Valuations

The figures should represent your best estimate of a replacement as new value at renewal date. Include an allowance for:

- the effects of inflation since last renewal
- inflation in the next 12 months and subsequent rebuilding period (unless your insurance is arranged on a Day One Basis)
- an allowance for Debris Removal (Note a separate sum insured for stock debris removal is required) and Professional fees (Architects, Surveyors and Consultants), unless your insurance is arranged on a first loss basis.

It is important that you fully consider increasing your values/sums insured to reflect increases in rebuilding and replacement costs. Whilst we cannot provide inflationary figures to you there are organisations that are able to offer professional advice in this respect.

It is your responsibility to ensure values/sums insured are set correctly. Please note that should generic values (for example, rebuilding costs data) be obtained from independent organisations care should be taken when considering the adoption of these figures as they may not cater for your specific requirements relating to your individual insured property(ies).

VAT Status - to avoid being underinsured, sums insured on material damage policies should make the appropriate allowance for VAT on rebuilding or repair depending on your organisation's VAT status: VAT registered. VAT can usually be reclaimed in full and sums insured should be calculated excluding VAT.

Suppliers of only zero rated goods - normally VAT is recoverable and sums insured should be calculated excluding VAT.

- Exempt or not registered - VAT is not recoverable and sums insured should include VAT.

Underwriting Information

Does your council/organisation have responsibility for any of the following?	Yes	No
--	-----	----

- | | | |
|--|--------------------------|--------------------------|
| • BMX Tracks | <input type="checkbox"/> | <input type="checkbox"/> |
| • Derelict, empty, or disused buildings | <input type="checkbox"/> | <input type="checkbox"/> |
| • Firework or bonfire events | <input type="checkbox"/> | <input type="checkbox"/> |
| • Playgrounds | <input type="checkbox"/> | <input type="checkbox"/> |
| • River, lake, pond, or any other body of water | <input type="checkbox"/> | <input type="checkbox"/> |
| • Skate parks | <input type="checkbox"/> | <input type="checkbox"/> |
| • Zip wires | <input type="checkbox"/> | <input type="checkbox"/> |
| • Events with more than 1,000 in attendance at any one time | <input type="checkbox"/> | <input type="checkbox"/> |
| • Buildings of non standard construction i.e. Walls not made of brick and roofs not tiled or flat roof | <input type="checkbox"/> | <input type="checkbox"/> |

Additional Information

If you have answered Yes to any of the above questions can you please provide details:

Declaration

Renewal will be negotiated on the basis that any of your officials, trustees or committee members have not:

1. Been convicted or charged (but not yet tried) with a criminal offence other than a motoring offence
2. Received an Official Police Caution in respect of any criminal offence other than a motoring offence
3. Been the subject of any county court judgement (CCJ), winding up order, insolvent liquidation or administration or have made any composition or arrangement with creditors or protected trust of deed or deed of trust in Scotland
4. Been a director or partner of a company which has gone into insolvency, liquidation, receivership or administration or protected trust of deed or deed of trust in Scotland
5. Been declared bankrupt or been disqualified from being a company director
6. Been prosecuted for failure to comply with any Health and Safety or Welfare or Environmental Protection legislation
7. Had an Insurance proposal declined, renewal refused, insurance cancelled or special terms applied

If any of the above statements are inaccurate please provide details below

I/We declare that the information contained within this form is true and we agree that should any of the information given by me/us alter between the date of this questionnaire and the renewal / inception date of the insurances to which this form relates, we will give an immediate notification of the changes.

Completed by:

(Please Print name)

Position:

Signature:

Date:

Return by email suffices for electronic signature

Additional Areas for Consideration

Please indicate if you would like more information or quotations in respect of any of the following:

Product	Yes	No	Comments
• Motor	<input type="checkbox"/>	<input type="checkbox"/>	
• Engineering	<input type="checkbox"/>	<input type="checkbox"/>	
• Cyber	<input type="checkbox"/>	<input type="checkbox"/>	
• Additonal Flood Cover	<input type="checkbox"/>	<input type="checkbox"/>	
• Desk Top Building Valuations	<input type="checkbox"/>	<input type="checkbox"/>	
• Professional Indemnity	<input type="checkbox"/>	<input type="checkbox"/>	
• Associated Charities	<input type="checkbox"/>	<input type="checkbox"/>	
• Village Hall Policies	<input type="checkbox"/>	<input type="checkbox"/>	
• Anglican Church Policies	<input type="checkbox"/>	<input type="checkbox"/>	
• Enhanced Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	
• Event Coverage	<input type="checkbox"/>	<input type="checkbox"/>	

Please provide additional details below

INSURANCE DETAILS

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

INSURED DETAILS

Insured : Normanton Town Council

Address: Town Hall
High Street
Normanton
WF6 2DZ

General terms and conditions wording : 21532 WD-EVE-UK-ORGEXH-GTC(1)
The General terms and conditions apply to this policy in conjunction with the specific wording detailed in each section below

Total Premium :	£ 1,579.25	Total Tax :	£ 189.51	Total :	£ 1,768.76
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Event Name: Xmas Lights
Tenancy dates from : 29/11/2024 to 29/11/2024
Venue: Town Hall
High Street
Normanton
WF6 2DZ

CANCELLATION AND ABANDONMENT

Section wording : 21537 WD-EVE-UK-ORG-CNX(1)
Insurer : Hiscox Insurance Company Limited

The **sum insured** for each of the coverage parts of this section are shown below. With the exception of 'extra cover', each sum insured applies as part of and not in addition to **your** overall **sum insured** of £ 4,000

In addition to **your** overall **sum insured** of £ 4,000 we will pay up to £ 1,200 in respect of 'extra cover'.

The maximum amount **we** will pay under this section is therefore £ 5,200

What is Covered	Sum Insured	Deductible
Expenses	£ 4,000	Nil
Failure to vacate	£ 4,000	Nil
Additional expenses	£ 4,000	Nil
Emergency expenses	£ 4,000	Nil
Future event protection	£ 4,000	Nil
Claims expense	£ 4,000	Nil
Return of fees	Nil	Nil
Extra cover	£ 1,200	Nil
Adverse Weather - Outdoor Event	£ 4,000	Nil

Deductible Applies to : Each and every loss

Endorsements

1158.0 Removal of cover: strikes and industrial action
1172.0 Addition of cover: adverse weather

Event Name: Normanton Gala Weekend

Tenancy dates from : 14/09/2024 to 15/09/2024

Venue: Haw Hill Park
Castleford Road
Normanton
WF6 2HB

CANCELLATION AND ABANDONMENT

Section wording : 21537 WD-EVE-UK-ORG-CNX(1)

Insurer : Hiscox Insurance Company Limited

The **sum insured** for each of the coverage parts of this section are shown below. With the exception of 'extra cover', each sum insured applies as part of and not in addition to **your** overall **sum insured** of £ 30,000

In addition to **your** overall **sum insured** of £ 30,000 we will pay up to £ 1,500 in respect of 'extra cover'.

The maximum amount **we** will pay under this section is therefore £ 31,500

What is Covered	Sum Insured	Deductible
Expenses	£ 30,000	Nil
Failure to vacate	£ 30,000	Nil
Additional expenses	£ 30,000	Nil
Emergency expenses	£ 1,500	Nil
Future event protection	£ 30,000	Nil
Return of fees	Nil	Nil
Extra cover	£ 1,500	Nil
Adverse Weather - Outdoor Event	£ 30,000	Nil

Deductible Applies to : Each and every loss

Endorsements

1158.0 Removal of cover: strikes and industrial action

1172.0 Addition of cover: adverse weather

CRISIS CONTAINMENT

Section wording : 15236 WD-EVE-UK-ORG-CRI(1)

Insurer : Hiscox Insurance Company Limited

Sums insured: £ 25,000

Sums insured applies :per crisis and in the aggregate

Geographical Limits: Worldwide

Sub Limits

Outside working hours discretionary crisis mitigation costs £ 2,000

Endorsements

9003.0 Crisis containment provider: Hill & Knowlton

Event Name: Party Park
Tenancy dates from : 13/07/2024 to 13/07/2024
Venue: Haw Hill Park
Castleford Road
Normanton

CANCELLATION AND ABANDONMENT

Section wording : 21537 WD-EVE-UK-ORG-CNX(1)
Insurer : Hiscox Insurance Company Limited

The **sum insured** for each of the coverage parts of this section are shown below. With the exception of 'extra cover', each sum insured applies as part of and not in addition to **your** overall **sum insured** of £ 15,000

In addition to **your** overall **sum insured** of £ 15,000 we will pay up to £ 4,500 in respect of 'extra cover'.

The maximum amount **we** will pay under this section is therefore £ 19,500

What is Covered	Sum Insured	Deductible
Expenses	£ 15,000	Nil
Failure to vacate	£ 15,000	Nil
Additional expenses	£ 15,000	Nil
Emergency expenses	£ 15,000	Nil
Future event protection	£ 15,000	Nil
Claims expense	£ 15,000	Nil
Return of fees	Nil	Nil
Extra cover	£ 4,500	Nil
Adverse Weather - Outdoor Event	£ 15,000	Nil

Deductible Applies to : Each and every loss

Endorsements

1158.0 Removal of cover: strikes and industrial action
1172.0 Addition of cover: adverse weather

Endorsements which apply to whole policy

The following terms and conditions apply to the whole policy.

Clause **34.0** Making a claim

Clause **1235.0** Additional Benefit: The Hiscox Risk Academy

All extensions are printed in full on a separate sheet

Underwriter: James Slim
Date of issue: 20/10/23

Quote valid
until 17/11/23

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

Cancellation and abandonment: endorsements**Clause 1158.0****Removal of cover: strikes and industrial action**

This **endorsement** applies to the Cancellation and abandonment section of the **policy** only.

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

9. any strike, industrial action or labour disputes, whether actual or threatened.

Underwriter: James Slim**Date of issue: 20/10/23****Quote valid****until 17/11/23**

Clause 1172.0

Addition of cover: adverse weather

This **endorsement** applies to the Cancellation and abandonment section of the attached **policy** only.

The following is added to **What is covered**:

Adverse weather

If the **insured event** is necessarily and unavoidably **postponed, abandoned, cancelled, curtailed or relocated** as a sole and direct result of **adverse weather** we will pay up to the **sum insured** for **your**:

1. irrecoverable **expenses**; and
2. loss of **profit**;

as listed in the schedule, less any savings **you** are able to make.

In the event of a loss **you** must prove to **our** reasonable satisfaction that:

1. **you** have paid or legally have to pay and are unable to recover the **expenses**; and
2. the **profit**, if listed in the schedule, would have been earned had the **insured event** taken place:

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

Adverse weather

Extreme weather conditions which:

1. occur on the day of the **insured event** and are deemed by the event organiser to pose a serious threat to the safety of those attending the **insured event**; or
2. occur during the **period of insurance** and result in conditions which the local authority consider to pose a serious threat to the safety of those attending the **insured event**; or
3. occur during the **period of insurance** and prevent **you** or the event organiser from undertaking the necessary set up to enable the **insured event** to proceed due to:
 - a. concern for the safety of those responsible for the necessary set up;
 - b. reasons of physical impossibility.

Crisis containment: endorsements

Underwriter: James Slim
Date of issue: 20/10/23

Quote valid
until 17/11/23

Clause 9003.0

Crisis containment provider: Hill & Knowlton**Crisis line contact number (24 hours):** +44(0)800 8402783 / +44 (0)1206 711796**Crisis containment provider:** Hill & Knowlton

This contact number will go through to **us** during **working hours**, and will go directly to Hill & Knowlton outside of these hours.

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

CONDITIONS, EXCLUSIONS AND EXTENSIONS

Clause 34.0

Making a claim

If **you** suffer a loss and need to make a claim **you** should notify **us** and **your** insurance broker, if **you** have one, as soon as reasonably possible using the contact information below:

Mr Robert Campbell or Mr Alex Whitaker
Hyperion Adjusters Ltd
76/77 Watling Street
London
EC4M 9BJ

Robert Campbell:
Direct Tel: +44 (0) 20 7236 8927
Mobile: +44 (0) 7976 942912
E-mail: rcampbell@hyperionadjusters.com
<<mailto:rcampbell@hyperionadjusters.com>>

Or

Alex Whitaker:
Direct Tel: +44 (0) 20 7236 1099
Mobile: +44 (0) 7741 248196
Email: awhitaker@hyperionadjusters.com
<<mailto:awhitaker@hyperionadjusters.com>>

You will need to provide **your** policy number and full details of the claim, including the date, amount and circumstances of loss.

Underwriter: James Slim
Date of issue: 20/10/23

Quote valid
until 17/11/23

Clause 1235.0**Additional Benefit: The Hiscox Risk Academy**

The Hiscox Risk Academy provides an interactive learning and information management system and assessment centre for you and your employees to help you better manage risks and minimise disruption to your business. The Academy allows you to manage, track and deliver training and assessments in a simple online environment.

The interactive training is tailored to the needs of your business and covers topics including fire safety, slips, trips and falls as well as mental health awareness. The editable documents and templates allow you to identify and monitor risks in your own workplace.

This service is provided as a complimentary part of your policy with Hiscox and can be accessed by registering at riskacademy.hiscox.co.uk

Clause**Using your personal information**

Hiscox is a trading name of a number of Hiscox companies. The specific company acting as a data controller of your personal information will be listed in the documentation we provide to you. If you are unsure you can also contact us at any time by telephoning 01904 681198 or by emailing us at dataprotectionofficer@hiscox.com

We collect and process information about you in order to provide insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide.

For further information on how your information is used and your rights in relation to your information please see our privacy policy at www.hiscox.co.uk/cookies-privacy.

Underwriter: James Slim
Date of issue: 20/10/23

Quote valid
until 17/11/23

INFORMATION ABOUT US

Name
Hiscox Underwriting Ltd

Registered address
22 Bishopsgate
London
EC2N 4BQ
United Kingdom

Company registration
Registered in England number 02372789

Status
Authorised and regulated by the Financial Conduct Authority

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

Insurers

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

Name
Hiscox Insurance Company Limited

Registered address
22 Bishopsgate
London
EC2N 4BQ
United Kingdom

Company registration
Registered in England number 00070234

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

Underwriter: James Slim	Quote valid
Date of issue: 20/10/23	until 17/11/23



Event insurance

Policy wording

Please read this insurance document, together with any endorsements and the schedule, very carefully. If anything is not correct, please let **us** know as soon as possible.

This wording is fully protected by the laws of copyright. No unauthorised use or reproduction is permitted.

Our promise to you

In return for the premium **you** have paid, **we** agree to insure **you** in accordance with the terms and conditions of the **policy**.

A handwritten signature in black ink, appearing to read "Ben Horton".

Ben Horton
CUO, Hiscox Underwriting Ltd

Complaints procedure

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service. If **you** have any concerns about **your** policy or **you** are dissatisfied about the handling of a claim and wish to complain **you** should, in the first instance, contact Hiscox Customer Relations using the details below:

Hiscox Customer Relations
The Hiscox Building
Peasholme Green
York YO1 7PR

By telephone on 0800 1164 627 or +44 (0)1904 681198
By email at customer.relations@hiscox.com

Where **you** are not satisfied with the final response from Hiscox, **you** may be able to refer **your** complaint to the Financial Ombudsman Service (FOS).

You can contact them in one of the following ways:

In writing:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

By phone: 0800 023 4567
By email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

General terms and conditions

General definitions	Words shown in bold type have the same meaning wherever they appear in this policy . The words defined below are used throughout this policy . Any other definitions are shown in the section to which they apply.
Communicable disease	Any communicable, infectious or contagious disease, including any related variation, strain, virus, complex or syndrome.
Computer or digital technology	Any programs , computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology or communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.
Computer or digital technology error	Any negligent act, error or omission by anyone in the: <ol style="list-style-type: none"> creation, handling, entry, modification or maintenance of; or on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of; any computer or digital technology .
Cyber attack	Any digital attack or interference, whether by a hacker or otherwise, designed to: <ol style="list-style-type: none"> gain access to; extract information from; disrupt access to or the operation of; or cause damage to: any data or computer or digital technology , including but not limited to any: <ol style="list-style-type: none"> programs designed to damage, disrupt, extract data from, or gain access to any data or computer or digital technology including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or denial of service attack or distributed denial of service attack.
Deductible	The amount you must bear as the first part of each agreed claim or loss.
Endorsement	A change to the terms of the policy .
Hacker	Anyone, including an employee of yours , who gains unauthorised access to or unauthorised use of any: <ol style="list-style-type: none"> computer or digital technology; or data held electronically by you or on your behalf.
Insured event	The exhibition(s), conference(s), show(s), meeting(s) or other event(s) shown in the schedule.
Period of insurance	The length of time for which this insurance is in force as shown in the schedule.
Policy	This insurance document and the schedule, including any endorsements .
Personal data	Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.
Program	A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment, systems or devices.
Social engineering	Any request directed to you or someone on your behalf by a person improperly seeking to

General terms and conditions

communication	obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property that such person or third party is not entitled to.
Sum insured	The most that we will pay as shown in the schedule.
Terrorism	An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
Venue	The place(s) stated in the schedule where the insured event is to be held together with other accommodation which is essential to the holding of the insured event .
We/us/our	The insurer shown in the schedule.
You/your	The insured named in the schedule.

General conditions

The following conditions apply to the whole of this **policy**. Any extra conditions are shown in the sections to which they apply.

1. Information

In agreeing to insure **you** and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must provide a fair presentation of the risk and must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete. A fair presentation is one which clearly discloses in a reasonably clear and accessible manner all material facts which **you** (including **your** senior management and those responsible for arranging this insurance) know or ought to know following a reasonable search.
2. If you fail to make a fair representation
 - a. If **we** establish that **you** deliberately or recklessly failed to present the risk to **us** fairly, **we** may treat this **policy** as if it never existed and refuse to make any payment under it. **You** must reimburse all payments already made by **us** and **we** will be entitled to retain all premiums paid.
 - b. If **we** establish that **you** failed to present the risk to **us** fairly but that **your** failure was not deliberate or reckless, the remedy **we** will have available to **us** will depend upon what **we** would have done had **you** made a fair presentation of the risk, as follows:
 - i. if **we** would not have provided this **policy**, **we** may treat it as if it never existed and refuse to make any payment under it. **You** must reimburse all payments already made by **us**. **We** will refund any premiums **you** have paid; or
 - ii. if **we** would have provided this **policy** on different terms (other than as to premium), **we** will treat it as if it had been provided on such different terms from the start of the **period of insurance**. This may result in **us** making no payment for a particular claim or loss. **You** must reimburse any payment made by **us** that **we** would not have paid if such terms had been in effect.
3. Change in circumstances

You must tell **us** or **your** insurance broker, if **you** have one, as soon as reasonably possible, of any change in **your** circumstances which occur before or during the **period of insurance** and which may materially affect this **policy** (a material fact or circumstance is one which might affect **our** decision to provide insurance or the conditions of that insurance). **We** may then change the terms and conditions of this. If **you** are in any doubt, **you** should speak to **us** or **your** insurance broker, if **you** have one.
4. If you fail to notify us of a change of circumstances
 - a. If **we** establish that **you** deliberately or recklessly failed to:
 - i. notify **us** of a change of circumstances which may materially affect the **policy**; or
 - ii. comply with the obligation in 1. above to make a fair presentation of the risk to **us** when providing us with information in relation to a change of circumstances;

we may treat this **policy** as if it no longer existed from the date of such change of circumstances and refuse to make any payment under it in respect of any claim made or any loss occurring after that date. **You** must reimburse all payments already made by **us** relating to claims made or losses occurring after such date. **We** will be entitled to

General terms and conditions

retain all premiums paid.

- b. If **we** establish that **you** failed to notify **us** of a change of circumstances or to make a fair presentation of the risk to **us** when providing **us** with information in relation to a change of circumstances, but that **your** failure was not deliberate or reckless, the remedy **we** will have available to **us** will depend upon what **we** would have done had **you** fairly presented the change of circumstances to **us**, as follows:
 - i. if **we** would have cancelled this **policy**, **we** may treat it as cancelled from the date that such cancellation would have been effective and refuse to make any payment under it in respect of any claim made or any incident occurring after that date. **You** must reimburse any payments already made by **us** relating to claims made or losses occurring after such date. **We** will refund any premiums **you** have paid in respect of any period after the date when cancellation would have been effective; or
 - ii. if **we** would have provided this **policy** on different terms (other than as to premium), **we** will treat it as if it had been provided on such different terms from the date when **your** circumstances changed. This may result in **us** making no payment for a particular claim or loss.

5. Premium payment

We will not make any payment under this **policy** until **you** have paid the premium.

6. Reasonable precautions

You must ensure that all reasonable care and measures are taken in order to avoid or diminish a loss under this **policy** including:

- a. ensuring that any property to be exhibited or used at the **insured event** arrives in good time;
- b. ensuring that all ground surfaces of the **venue** location are inspected for the removal of all tripping and/or slipping risks within 24 hours of the opening date of the **insured event**;
- c. ensuring that all infrastructure, connections, extranet, intranet, broadband, VLAN's, cabling, equipment, systems, WIFI, bandwidth and signal necessary for the successful fulfilment of the **insured event(s)** are sufficient and have been fully tested in advance of the **insured event**;
- d. in a prudent and timely manner in advance of the **insured event** ensuring that sufficient allowances have been made to accommodate travel time, set up time and all relevant testing and rehearsal time.

Please ensure that **you** fulfil **your** obligations under this condition. Not doing so can mean a claim is more likely or is worse than it should have been.

If **you** make a claim under this insurance and **we** determine that the loss, damage, liability, cost or expense that has resulted in a claim has been caused or adversely impacted directly by **your** failure to comply with **your** obligations under this condition, **we** may refuse to pay a claim or reduce the amount of any payment **we** make for the claim, unless **you** can demonstrate that such non-compliance could not have increased the risk of the loss, damage, liability, cost or expense occurring in the circumstances in which it occurred.

7. Multiple insureds

The most **we** will pay is the relevant **sum insured** shown in the schedule.

If more than one insured is named in the schedule, the total amount **we** will pay will not exceed the amount **we** would be liable to pay any one of **you**.

You agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the **policy**.

8. Other insurance

We will not make any payment under this **policy** where **you** would be entitled to be paid under any other insurance if this **policy** did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this **policy** not been effected. If such other insurance is provided by **us** the most **we** will pay under this **policy** will be reduced by the amount payable under such other insurance.

9. Maintenance and inspection of records

You must maintain adequate records. **We** shall have the right to inspect, at any reasonable time, the insured property and **your** records relating to this insurance and to take any copies **we** may require.

General terms and conditions

10. Cancellation	<p>You may only cancel this insurance in accordance with the terms and conditions set out in the relevant section of this policy.</p> <p>We may cancel this policy by sending you ten days' notice by recorded post to your correspondence address shown in the schedule if you fail to pay the premium in accordance with the written conditions we provide.</p>
11. Law and jurisdiction	Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute it will only be dealt with in the courts of England.
12. Third parties	You and we are the only parties to this policy . Nothing in this policy is intended to give any person any right to enforce any term of this policy which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
13. Arbitration	Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.

General exclusions

The following exclusions apply to the whole of this **policy**. Any extra exclusions are shown in the sections to which they apply.

This **policy** does not cover loss, damage or liability directly or indirectly caused by, contributed to by, resulting from or in connection with:

1.
 - a. the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials;
 - b. any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;
 - c. war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;
 - d. any fear or threat of 1.a. to 1.c. above; or
 - e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 1.a. to 1.d. above;
2. confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.

What to do when a loss occurs

The following claims conditions apply to the whole of this **policy**. Any other claims conditions and procedures are shown in the section to which they apply.

Please ensure that **you** fulfil the obligations set out below. Not doing so may affect a claim or could result in **your** insurance being invalid.

How to make a claim	<ol style="list-style-type: none"> 1. Please: <ol style="list-style-type: none"> a. tell us and your insurance broker, if you have one, as soon as reasonably possible but in no event later than seven days after becoming aware of any incident which may result in a claim. If you think a crime has been committed, you must also tell the police as soon as possible and obtain a crime reference number from them. b. give us or any agent acting on our behalf, full details as soon as reasonably possible of any incident which may result in a claim and give them all the information and assistance that they may require and co-operate fully in the investigation or adjustment of the claim. c. forward to us, as soon as reasonably possible, every letter of claim, claim form or correspondence you receive if someone is holding you responsible for causing injury to a person or loss or damage to property. d. do not admit responsibility or make an offer of payment without our written agreement. <p>If you fail to do so, you shall be liable to us for an amount equal to the detriment we have suffered as a result of your failure to comply with this obligation, which we may deduct from any payment we make under this policy.</p>
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General terms and conditions

Fraud

2. If **you** or anyone entitled to cover in respect of any claim or loss, or anyone on behalf of you or such other person, tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then:
 - a. **we** shall be entitled to give **you** notice of termination of the **policy** with effect from the date of any fraudulent act or claim or the provision of such false information;
 - b. **we** shall be entitled to refuse to make any payment under the **policy** in respect of any claim made or any loss occurring after the date of any fraudulent act or claim or the provision of such false information;
 - c. **you** must reimburse all payments already made by **us** relating to claims made or losses occurring after the date of any fraudulent act or claim or the provision of such false information; and
 - d. **we** shall be entitled to retain all premiums paid;

This does not affect **your** rights in relation to any claim made or loss occurring before the date of any fraudulent act or claim or the provision of such false information.
3. Where this **policy** provides cover for any individual who, or entity that, is not a party to the **policy**, and where such an individual or entity (or anyone on their behalf) tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy**, **our** rights set out in 2. above apply only to any individual or entity that gave the false information or made the fraudulent claim.

Recovering a loss payment

We shall be entitled at **our** discretion to take over and conduct in **your** name the investigation, defence, pursuit or settlement of any claim.

We will be entitled to pursue recovery of payments made under this insurance, in **your** name but at **our** expense, and **you** must give **us** all assistance **we** may reasonably require.

Cancellation and abandonment – organisers

Policy wording

Please read the schedule to see if **your** loss of irrecoverable **expenses** or loss of **profit** are covered.

The General terms and conditions and the following terms and conditions all apply to this section.

What is covered

1. Irrecoverable expenses and loss of profit

If the **insured event** is necessarily and unavoidably **postponed, abandoned, cancelled, curtailed or relocated** as a sole and direct result of a cause which occurs during the **period of insurance** and is entirely beyond **your** control, or the control of **your** employees or agents or the event organiser, sponsors or financial supporters **we** will pay for **your**:

 - a. irrecoverable **expenses**;
 - b. loss of **profit**;

as listed in the schedule, less any savings **you** are able to make.

In the event of a loss **you** must prove to **our** reasonable satisfaction that:

 - a. **you** have paid or legally have to pay and are unable to recover the **expenses**;
 - b. the **profit**, if listed in the schedule, would have been earned had the **insured event** taken place.

Any fees or charges **you** retain will be deducted from the amount which **we** would otherwise have been liable to pay under this **policy**.
2. Failure to vacate

We will pay any claim for damages for which **you** are legally liable under contract to pay for failing to vacate the **venue** at the termination date agreed with the owners or management of the **venue**, as a sole and direct result of a cause which occurs during the period of the **insured event** and is entirely beyond **your** control or the control of **your** employees or agents or the event organiser, sponsors or financial supporters.

Additional covers

- If **we** have agreed to pay a claim for **your** irrecoverable **expenses** or loss of **profit**, as insured under item 1 above, **we** will automatically extend **your** insurance to include the following additional covers provided a monetary amount for such cover(s) is shown in the schedule. The monetary amount(s) shown in the schedule for such cover(s) is included within and not in addition to the overall **sum insured** shown in the schedule.
3. Additional expenses

We will pay all reasonable and necessary additional expenses incurred by **you** to avoid or reduce a loss under this section. **We** will only provide this cover if:

 - a. **you** have first obtained **our** prior written agreement; and
 - b. such additional expenses do not exceed the amount of loss thereby avoided or reduced.

We will also, subject to **our** prior written agreement, pay the reasonable and necessary costs of advising exhibitors, visitors, delegates or providers of services to the **insured event** of circumstances which have materially affected the **insured event** and which have given rise to a loss insured under this **policy**.
4. Emergency expenses

If, between the build-up and breakdown phase of the **insured event**, **you** are unable to contact **us** in order to obtain **our** prior approval to any reasonable and necessary expenses to avoid or reduce a loss under this section **you** should proceed with any action that is necessary to avoid or reduce such loss. **We** will only provide this cover if **you** can prove to **our** reasonable satisfaction that:

 - a. the emergency measures taken were reasonable and necessary; and
 - b. the expenses incurred do not exceed the amount of loss thereby avoided or reduced.
5. Future event protection

If the **insured event** is part of a series of events during the **period of insurance** or is scheduled to reoccur after the expiry of this **policy** **we** will pay for the reasonable additional expenses **you** incur, with **our** prior written agreement, to minimise any adverse effect a loss insured under this **policy** may have on a subsequent event.
6. Return of fees

If loss of **profit** is listed in the schedule **we** will, subject to **our** prior written agreement, pay for

Cancellation and abandonment – organisers

Policy wording

any refund of fees or charges which **you** are under no legal obligation to refund for attendance, advertising, media or sponsorship of the **insured event**. **We** will only provide such cover if **you** can prove, to **our** reasonable satisfaction, that it is commercially essential to refund such fees or charges.

Any fees or charges **you** retain will be deducted from the amount which **we** would otherwise have been liable to pay under this **policy**.

Extra cover

If **we** have agreed to pay a claim for **your** irrecoverable **expenses** or loss of **profit**, as insured under item 1 above, **we** will increase the overall **sum insured** by the amount shown in **your** schedule to cover damages, as described in item 2. Failure to vacate above, and any reasonable and necessary expenses, fees or charges, as described in items 3. through to 6. of Additional covers above. **We** will only provide this cover if the overall **sum insured** shown in **your** schedule has been exhausted by a claim **we** have agreed to pay.

How much we will pay

The most **we** will pay is the **sum insured** shown in the schedule.

Reinstated cover for postponed or relocated insured events

If by **postponing** or **relocating** an **insured event** a claim under this section could be avoided or reduced, in return for payment to **us** of an additional premium, **we** will reinstate cover for the **postponed** or **relocated insured event** under this **policy**. **We** may then change the terms and conditions of this **policy** or impose additional requirements.

The additional premium will be calculated at **our** discretion. **We** will calculate it by taking into account the time and place of the **postponed insured event** or the **relocated insured event** and any additional risk factors.

Deductible

You should check the schedule to see which parts of this section are subject to a **deductible**.

Cancellation

You may cancel this section of the **policy** for any reason by giving us 30 days' written notice.

However, the premium for this section of the **policy** is fully earned at the start of the **period of insurance**. If **you** cancel this section of the **policy** for any reason, **we** will not provide a refund of any premium paid.

What is not covered

This **policy** does not cover losses directly or indirectly caused by, contributed to by or resulting from:

1. any contractual breach by **you**.
However, this will not apply to What is covered, 2., Failure to vacate.
2.
 - a. unavailability of the **venue** as a result of any work being carried out there by contractors making it unusable in whole or in part (other than as a result of an emergency occurring after the inception of this **policy**) unless such work is unknown to **you** at the inception date of this **policy** or at the time of making the booking, whichever is the later;
 - b. the inability of the owners, managers or operators of the **venue** to obtain all necessary licences, visas, permits and approvals necessary to allow use for the **insured event**, following the work referred to in a. above.
3. or in connection with any act of **terrorism** including any threat or fear of an act of **terrorism** (whether actual or perceived).

This **policy** also excludes loss directly or indirectly caused by, contributed to by, resulting from or in connection with any action taken in controlling, preventing, suppressing, responding or in any way relating to any act of **terrorism**.

Cancellation and abandonment – organisers

Policy wording

If there is any dispute between **you** and **us** over the application of this exclusion it will be for **you** to show that the exclusion does not apply.

4. national, court or religious mourning, whether declared or not. This exclusion does not apply if:
 - a. the **insured event** is being held in the United Kingdom, the Channel Islands, the Isle of Man, Switzerland, Norway or within the European Union and such mourning is for an individual aged below 75 years of age at the date of that individual's death; and
 - b. the death or the funeral occurs in the same country in which the **insured event** is scheduled to take place; and
 - c. the date of such death or funeral coincides with the date of the **insured event**.
5.
 - a. any failure, withdrawal, insufficiency or inadequacy of necessary finance;
 - b.
 - i. any financial default, insolvency or other financial failure; or
 - ii. any failure to pay;
 of any person, corporation, entity or venture.
6.
 - a. lack of or inadequate receipts, sales or profits for an **insured event** or any other event linked to an **insured event**;
 - b. lack of or inadequate response or support, or withdrawal of support, by or from any person, corporation or entity;
 - c. lack of or inadequate attendance at or insufficient interest prior to the **insured event**;
 - d. variations in the rate of exchange, rate of interest or stability of any currency.
7. **your** non-attendance or non-appearance or the non-attendance or non-appearance of any other person(s) or group(s) of persons.
8. any civil commotion, popular uprising, riot or martial law, whether actual or threatened, or the act of any lawfully constituted authority in the furtherance of securing or maintaining public order.
9. any strike, industrial action or labour disputes, whether actual or threatened. This exclusion does not apply to an **insured event** held in the United Kingdom, Channel Islands or the Isle of Man only, where the inception date of this **policy** precedes the start of the **insured event** by at least 90 days.
10. or in connection with any
 - a. **communicable disease**;
 - b. fear or threat of any **communicable disease**; or
 - c. action taken to control, prevent, suppress, respond or in any way relating to any such **communicable disease**.
11. alterations to or variance of the **insured event** without **our** prior written approval.
12. adverse weather in respect of:
 - a. any outdoor event; or
 - b. any **insured event** held under canvas or in a temporary structure; or
 - c. any **insured event** if **you** purchased this insurance within 14 days of the start date of the **insured event**.
13. any virtual or online **insured event** or any virtual or online part of any **insured event** unless declared to **us** and agreed by **us** in writing.
14. any failure, outage or absence of any satellite, teleconferencing, web conferencing or similar audio, visual, data or image communication links, to or from any part of the **insured event**.
15. **expenses** and **revenue** if loss of **profit** is listed in the schedule, which have not been declared to and agreed by **us**.
16. pollution or contamination unless it is discovered during the **period of insurance** and is the direct cause of a loss under this **policy**.
17. or in connection with any of the following:

Cancellation and abandonment – organisers

Policy wording

- a. **cyber attack**;
- b. **hacker**;
- c. **social engineering communication**;
- d. any fear or threat of 17.a. to 17.c. above; or
- e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 17.a. to 17.d. above;

affecting **you** or any third-party including but not limited to any utility supplier, venue or accommodation provider, transportation provider, infrastructure provider or other service provider.

18. or in connection with any:

- a. **computer or digital technology error**;
- b. other unintentional or negligent act, error or omission by anyone in, affecting or in any way relating to the use, operation or control of any **computer or digital technology**; or
- c.
 - i. partial or total mechanical failure or breakdown of; or
 - ii. partial or total unavailability of, failure of or inability to access, process, use or operate;

any **computer or digital technology**;

affecting **you** or any third party including but not limited to any utility supplier, venue or accommodation provider, transportation provider, infrastructure provider or other service provider.

19. or in connection with any actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to **personal data**.

Your obligations

Please ensure that **you** fulfil the obligations set out below. Not doing so may affect a claim. If **you** do not fulfil the obligations then **we** may reduce any payment **we** make by an amount equal to the detriment **we** have suffered as a result.

Signed contracts and necessary arrangements

You must ensure that all necessary contracts in connection with the **insured event(s)** are agreed and confirmed in writing with **you** and that all necessary authorisations, including but not limited to any licences, permits, visas or intellectual property rights, are obtained in a timely manner and are valid for the period of the **insured event(s)**.

Adequate rehearsal and testing

You must ensure that **you** have made sufficient allowances for travel time, set up time and all relevant testing (including all computer systems and connections) and rehearsal time in a prudent and timely manner in advance of the **insured event**.

Legal requirements

You must observe and comply with the requirements of any relevant law, ordinance, court or regulatory body.

Special conditions for this section

Under insurance

If, at the time of loss, **we** establish that the **sum insured** does not represent the maximum possible loss of irrecoverable expenses or loss of profit, **we** will only pay the proportion of the loss that the **sum insured you** have declared to **us** bears to the maximum possible loss of irrecoverable expenses or loss of profit.

We will only apply this calculation if:

1. **we** establish that the values declared to **us** are less than 90% of the actual maximum possible loss; and
2. **we** establish that **your** failure to declare the actual maximum possible loss was not deliberate or reckless and was a breach of **your** obligation to:

Cancellation and abandonment – organisers

Policy wording

- a. make a fair presentation of the risk to **us** before the start of the **period of insurance**; or
- b. notify **us** of a change of circumstances in relation to maximum possible loss, which may materially affect the **policy**; or
- c. make a fair presentation of the risk to **us** when notifying **us** of a change of circumstances in relation to the maximum possible loss, which may materially affect the **policy**.

This remedy may apply in addition to General conditions 2. b.ii. and 4. b. ii. If **your** failure to declare the maximum possible loss was deliberate or reckless, the remedy under General conditions 2.a. or 4.a. will apply.

Premium and
claims expenses

The premium and any expense incurred in the formulation of a claim are not covered by this **policy**.

Special definitions for this section

Abandoned/abandonment	The inability to complete the insured event once started.
Cancelled/cancellation	The inability to proceed with the insured event prior to starting.
Curtailed/curtailment	Any element of the insured event having: <ol style="list-style-type: none"> 1. to be altered substantially from the pre-planned schedule or programme; or 2. to close, in whole or in part, earlier than the published closing date.
Expenses	The total of all costs and charges you will incur and cannot avoid paying if the insured event is postponed, abandoned, cancelled, curtailed or relocated . This includes written financial undertakings, declared to and agreed by us , which you have made to reserve or provisionally book optional accommodation, transportation, tours and the like, which are to be offered in connection with the insured event .
Profit	The amount by which revenue exceeds expenses .
Postponed/postponement	The unavoidable deferment of any or all of the insured event to another time.
Relocated/relocation	The unavoidable removal of the insured event to another place.
Revenue	The total income paid or payable to you from any source in connection with the insured event .

Crisis containment

Policy wording

Please read the schedule to see if **crisis containment costs** are covered.

The General terms and conditions and the following terms and conditions all apply to this section.

What is covered

Crisis containment costs

We will pay **crisis containment costs** incurred within the geographical limits shown in the schedule with **our** prior written consent as a direct result of a **crisis** commencing during the **period of insurance**.

Outside working hours
discretionary crisis
mitigation costs

We will also pay **crisis containment costs** incurred within the geographical limits shown in the schedule without **our** consent in carrying out immediate work outside of **working hours** to limit or mitigate the impact of the **crisis**. Any such work done by the **crisis containment provider** will not be confirmation of cover under this or any other section of this **policy**.

How much we will pay

The most **we** will pay under this section is the amount shown in the schedule, irrespective of the number of **crises** or **insured incidents**. **We** will pay the **crisis containment provider** directly for **crisis containment costs** covered under this section of the **policy**. All **crises** arising from the same original cause, a single source or a repeated or continuing problem will be regarded as one **crisis**.

What is not covered

We will not make any payment for:

1. **crisis containment costs** relating to any claim or part of a claim not covered by this **policy**.
2. costs which are covered under any other section of this **policy**.
3. any **crisis containment costs** directly or indirectly due to:
 - a. any incident, act, investigation or problem that affects **your** profession or industry; or
 - b. governmental regulations which affect another country or **your** profession or industry; or
 - c. socioeconomic changes or business trends which affect **your business** or **your** profession or industry.

Your obligations

Please ensure that **you** fulfill the obligations set out below. Not doing so may result in **your** claim not being paid.

If a crisis arises during
working hours

1. If **you** first become aware of the **crisis** during **working hours** **you** must notify **us** of it as soon as reasonably possible by phoning **us** on the number stated in the schedule.

We will then determine if the incident, act or problem that **you** have notified would give rise to a covered claim under any other section of this **policy**. If **we** determine this to be the case then **we** will contact the **crisis containment provider** to assist **you** in the management of the **crisis**.

If **we** determine that the incident, act or problem that **you** have notified would not result in a covered claim under any other section of this **policy** then **we** will not make any payment under this section.

You must co-operate fully with **us**, the **crisis containment provider** and any of **our** representatives in the management of the **crisis**.

If a crisis arises outside of
working hours

2. If **you** first become aware of the **crisis** outside of **working hours** **you** must notify the **crisis containment provider** as soon as reasonably possible by phoning them on the number stated in the schedule. **You** must also notify **us** of the **crisis** as soon as reasonably possible within **working hours** by telephoning the number stated in the schedule.

You must co-operate fully with the **crisis containment provider** in the management of the **crisis**.

Crisis containment

Policy wording

Special definitions for this section

Crisis	A time of severe difficulty in your activities or danger to the insured event as a result of an insured incident that could, if left unmanaged, cause adverse or negative publicity of or media attention to you or the insured event .
Crisis containment costs	Reasonable and necessary costs incurred in utilising the services of the crisis containment provider to limit or mitigate the impact of a crisis .
Crisis containment provider	The person or company named in the schedule.
Insured incident	An incident, act or problem that in your good faith opinion could potentially give rise to a covered claim being made by you under any other section of this policy .
Working hours	The hours between 09:00 and 17:00 on any day other than Saturday, Sunday or a public holiday.