

## Sutton Courtenay Parish Council

### Planning Applications considered under delegated authority during the summer break 2024

Application no	Comments deadline	Location	Proposal	Link to view online
P24/V0586/FUL NO OBJECTIONS	24 <sup>th</sup> July	4A Bradstocks Way, Sutton Courtenay	Replace one first floor window with a double door and replace an existing asbestos roof with a flat fibreglass roof (part retrospective).	<a href="https://data.whitehorsedc.gov.uk/java/supp">https://data.whitehorsedc.gov.uk/java/supp</a>
P24/V1483/HH COMMENT	1 <sup>st</sup> August	96 Bradstocks Way, Sutton Courtenay	Retrospective application for a double garage.	<a href="https://data.whitehorsedc.gov.uk/java/supp">https://data.whitehorsedc.gov.uk/java/supp</a>
<p>Sutton Courtenay Parish Council is concerned that the partially built 'garage' has replaced the two parking spaces detailed in application P22/V1577/HH but the plans show a 'garage' with glazed doors, which appear to be too narrow for an average vehicle, therefore raising the concern that the intended purpose of the new structure is not the use of storing vehicles.</p> <p>Neighbours have raised concerns that the structure has lintels for additional windows and spacings for Velux roof lights. If permission is granted for this application then a condition should be included to prevent the structure from becoming an annexe or separate dwelling.</p>				
P24/V1469/HH NO OBJECTIONS	12 <sup>th</sup> August	137 Drayton Road, Sutton Courtenay	Extend drop kerb.	<a href="https://data.whitehorsedc.gov.uk/java/supp">https://data.whitehorsedc.gov.uk/java/supp</a>
P24/V1535/HH NO OBJECTIONS	15 <sup>th</sup> August	34 Harwell Road, Sutton Courtenay	Formation of habitable rooms in roofspace with front and rear dormers and gable build up.	<a href="https://data.whitehorsedc.gov.uk/java/supp">https://data.whitehorsedc.gov.uk/java/supp</a>
P24/V1454/HH NO OBJECTIONS	16 <sup>th</sup> August	50 Tyrrells Way, Sutton Courtenay	Installation of an Air Source Heat Pump to be installed to property.	<a href="https://data.whitehorsedc.gov.uk/java/supp">https://data.whitehorsedc.gov.uk/java/supp</a>

### Additional Planning Correspondence:

P24/V1499/LDE The Coach House, Abingdon Road (deadline 22 <sup>nd</sup> August) NO COMMENT SUBMITTED	Certificate of lawful development for existing use or development: The existing use of a former ancillary building as a separate dwellinghouse. <a href="https://data.whitehorsedc.gov.uk/java/support/Main.jsp?MODULE=ApplicationDetails&amp;REF=P24/V1499/LDE">https://data.whitehorsedc.gov.uk/java/support/Main.jsp?MODULE=ApplicationDetails&amp;REF=P24/V1499/LDE</a>
P24/V0331/FUL 120 High Street NO COMMENT SUBMITTED	Amended plans: Proposed construction of new single family detached dwelling with new vehicular crossover on land adjacent to 120 High Street. (As amended by drawings received 4 April and 12 June 2024 and 02 August 2024). <a href="https://data.whitehorsedc.gov.uk/java/support/Main.jsp?MODULE=ApplicationDetails&amp;REF=P24/V0331/FUL">https://data.whitehorsedc.gov.uk/java/support/Main.jsp?MODULE=ApplicationDetails&amp;REF=P24/V0331/FUL</a>

## Sutton Courtenay Parish Council

### Planning Applications for consideration on Tuesday 3<sup>rd</sup> September 2024

Application no	Comments deadline	Location	Proposal	Link to view online
MW.0090/24	14 <sup>th</sup> Sept.	Heidelberg Materials UK, Sutton Courtenay, OX14 4PW	Relocation of the Recycled Asphalt Processing plant permitted under permission ref P16/V0110/CM and covered storage bays permitted under ref P23/V0992/CM (part retrospective).	<a href="https://myeplanning2.oxfordshire.gov.uk/42CB92E905A4">https://myeplanning2.oxfordshire.gov.uk/42CB92E905A4</a> (FM)
P24/V1756/HH	7 <sup>th</sup> Sept.	The Granary, All Saints Lane, Sutton Courtenay	Removal of garden shed and new side extension to the existing Granary.	<a href="https://data.whitehorsedc.gov.uk/java/s">https://data.whitehorsedc.gov.uk/java/s</a> (HR)
P24/V1211/FUL	18 <sup>th</sup> Sept.	Hachette Uk Distribution Centre, Milton Road, Sutton Courtenay	Installation of an internal two storey mezzanine.	<a href="https://data.whitehorsedc.gov.uk/java/s">https://data.whitehorsedc.gov.uk/java/s</a>

### Additional Planning Correspondence:

Planning enforcement: Hobbyhorse Lane	Removal of hedging and parking in Village Hall car park. - See response from the District Council.
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See overleaf for planning decisions

**Decision lists:**

<b>Application no</b>	<b>Location</b>	<b>Proposal</b>	<b>Decision</b>
P24/V1007/HH	23 Lady Place, Sutton Courtenay	Single storey rear extension. Balcony over, with obscure glazed end panel to omit overlooking. Replacement roof structure with loft conversion and 3 No pitch roof dormers. Roofing tiles to match existing New Oak frame porch canopy with roofing tiles to match existing main dwelling.	APPROVED
P24/V1088/FUL	3 sites in Sutton Courtenay: Ginge Brook (bench), Peep O Day Lane, Church Street	Proposed installation of 1 bench and 2 maps across Sutton Courtenay on land not owned by the Parish Council (the applicant). The benches and maps are custom designed and hand built from oak.	APPROVED
P24/V1116/LDP	69 High Street, Sutton Courtenay	Removal of an existing flat roof extension to the rear and construction of a new single storey pitched roof extension on the same footprint and part garage conversion. (As clarified by corrected existing and proposed plans received 10 July 2024.)	CERTIFICATE OF LAWFUL DEVELOPMENT
P24/V0865/HH	49 Milton Road, Sutton Courtenay	Erection of a single storey rear extension (retrospective).	GRANTED
P24V0826HH	1A Drayton Road, Sutton Courtenay	Erection of single storey rear extension to dwellinghouse. Demolition of existing garage and the erection of new garage.	GRANTED
P24V1237HH	28 Appleford Road, Sutton Courtenay	Erection of a two storey rear extension with internal remodelling and relocation of garage.	GRANTED
MW.0051/23	Oday Hill Plant Site, Sutton Wick	Details pursuant to Condition 6 (ecology survey) of planning permission no. MW.0099/18.	APPROVED
MW.0052/23	Oday Hill Plant Site, Sutton Wick	Details pursuant to Condition 7 (restoration plan), Condition 22 (aftercare plan) of planning permission no. MW.0099/18.	APPROVED
MW.0161/22	Oday Hill Plant Site, Sutton Wick	Details pursuant to Condition 4 (ecology survey) of planning permission no. MW.0099/18.	APPROVED
P24/V0505/HH	75 Bradstocks Way, Sutton Courtenay	Two storey side extension, new access /dropped kerb. Installation of PV solar panels to front elevation. (Addition of parking plan submitted on 08-05-2024 and amended parking plan received on 14 June 2024 and amended location plan received 10 July 2024).	GRANTED
P24/V1483/HH	96 Bradstocks Way, Sutton Courtenay	Retrospective application for a double garage.	GRANTED



# The Planning Inspectorate Yr Arolygiaeth Gynllunio

Environmental Services  
Operations Group 3  
Temple Quay House  
2 The Square  
Bristol, BS1 6PN

Customer 0303 444 5000  
Services: sesro@planninginspectorate.gov.uk  
e-mail:

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Your Ref:

Our Ref: WA010005

Date: 28 August 2024

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Dear Sir/Madam

**Planning Act 2008 (as amended) and The Infrastructure Planning  
(Environmental Impact Assessment) Regulations 2017 (the EIA Regulations)  
– Regulations 10 and 11**

**Application by Thames Water Utilities Limited (the Applicant) for an Order  
granting Development Consent for the South East Strategic Reservoir Option  
(SESRO) (the Proposed Development)**

**Scoping consultation and notification of the Applicant's contact details and  
duty to make available information to the Applicant if requested**

The Proposed Development is a Nationally Significant Infrastructure Project (NSIP), as defined in the Planning Act 2008 (as amended). A summary of the NSIP planning process can be found at the following link:

<https://infrastructure.planninginspectorate.gov.uk/legislation-and-advice/advice-notes/advice-note-eight-overview-of-the-nationally-significant-infrastructure-planning-process-for-members-of-the-public-and-others/>

The Proposed Development is currently in the pre-application stage.

**Environmental Statement (ES) and the scoping process**

To meet the requirements of the EIA Regulations, Applicants are required to submit an ES with an application for an order granting development consent for any NSIP likely to have a significant effect on the environment. An ES will set out the potential impacts and likely significant effects of the Proposed Development on the environment. Schedule 4 of the EIA Regulations sets out the general information for inclusion within an ES.

The Applicant has asked the Planning Inspectorate on behalf of the Secretary of State for its written opinion (a Scoping Opinion) as to the scope, and level of detail, of the information to be provided in the ES relating to the Proposed Development. The Applicant has set out its proposed scope of the ES in its Scoping Report which is published on the 'Find a National Infrastructure Project' website:

<https://national-infrastructure-consenting.planninginspectorate.gov.uk/projects/WA010005/documents>

Before adopting a Scoping Opinion, the Planning Inspectorate must consult the relevant 'consultation bodies' defined in the Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009 (as amended).

The Planning Inspectorate has identified you as a consultation body which must be consulted before adopting its Scoping Opinion. The Planning Inspectorate would be grateful if you would:

- Inform the Planning Inspectorate of the information you consider should be provided in the ES; or
- Confirm that you do not have any comments.

If you consider that you are not a consultation body as defined in the EIA Regulations please let us know.

The deadline for consultation responses is **25 September 2024**. The deadline is a statutory requirement and cannot be extended. Any consultation response received after this date will not be included within the Scoping Opinion but will be forwarded to the Applicant for information and published on our website as a late response.

The Planning Inspectorate on behalf of the SoS is entitled to assume under Regulation 10(11) of the EIA Regulations that you do not have any comments to make on the information to be provided in the ES, if you have not responded to this letter by the deadline above.

To support the smooth facilitation of our service, we strongly advise that any responses are issued via the email identified below rather than by post. Responses to the Planning Inspectorate should be sent by email to [sesro@planninginspectorate.gov.uk](mailto:sesro@planninginspectorate.gov.uk)

Please note that your response will be appended to the Scoping Opinion and published on our website consistent with our openness policy.

Please also note that this consultation relates solely to the ES scoping process. Further opportunities for you to engage with and provide views on the project more generally, will arise through the Applicant's own consultation. Applicants have a duty to undertake statutory consultation and are required to have regard to all responses to their statutory consultation.

## Scoping Opinion

The Planning Inspectorate (on behalf of the Secretary of State) must adopt a Scoping Opinion within 42 days of receiving a scoping request. The Scoping Opinion will be

published on the relevant project page of the 'Find a National Infrastructure Project' website at the end of the statutory period, or before if applicable.

The Applicant must have regard to comments made within the Scoping Opinion and the ES submitted with the future application must be based on the most recently adopted Scoping Opinion.

### **Applicant's name and address**

As the Planning Inspectorate has been notified by the Applicant that it intends to prepare an ES, we are also informing you of the Applicant's name and address:

Thames Water Utilities Limited  
Clearwater Court  
Vastern Road  
Reading  
RG1 8DB  
info.SESRO@thameswater.co.uk

### **Regulation 11(3) duty**

You should also be aware of your duty under Regulation 11(3) of the EIA Regulations, if so requested by the Applicant, to make available information in your possession which is considered relevant to the preparation of the ES.

### **Spatial data**

The Applicant has provided the Planning Inspectorate with spatial data for the purpose of facilitating the identification of consultation bodies to inform a Scoping Opinion (as set out in our Advice Note 7, available on our website). Requests by consultation bodies to obtain and/or use the spatial data to inform its consultation response should be made directly to the Applicant using the contact details above.

If you have any queries, please do not hesitate to contact us.

Yours faithfully

*Emily Park*

**Emily Park**  
**Senior EIA Advisor**  
**on behalf of the Secretary of State**

This communication does not constitute legal advice.  
Please view our [Privacy Notice](#) before sending information to the Planning Inspectorate.

**RE: VE24/243 - land north of Hobbyhorse Lane, Sutton Courtenay, OX144BB**

From: Rachel Brown <Rachel.Brown@southandvale.gov.uk>

Sent: Tue, 27 Aug, 2024 at 16:01

To: info@suttoncourtenay-pc.gov.uk

[IMG\\_20240821\\_102700\\_MP.jpg](#) (5.3 MB)

[IMG\\_20240821\\_102824\\_MP.jpg](#) (8.9 MB)

[IMG\\_20240821\\_102900\\_MP.jpg](#) (9.6 MB)

[IMG\\_20240821\\_102903\\_MP.jpg](#) (8.3 MB)

[IMG\\_20240821\\_102923\\_MP.jpg](#) (8.8 MB) – **Download all**

Hi Jennie,

Thanks for your time on the phone just now, I have attached the photos I took last week along Hobbyhorse Lane. On the visit it appeared that the hedge was intact, possibly some clearance around the ditch had taken place in order to survey its position.

As no whole sections of hedge have been removed, we wouldn't consider this commencement of development.

I have contacted the applicant listed on the planning application just to make sure they are aware they can't commence development until the pre commencement conditions attached to their outline planning permission have been discharged.

If any works to remove sections of hedge or works to lay out an access take place, please contact me to let me know and we can look into it.

Regards,

Rachel Brown

Enforcement & Compliance Officer (Planning)

South Oxfordshire and Vale of the White Horse District Councils

[rachel.brown@southandvale.gov.uk](mailto:rachel.brown@southandvale.gov.uk)

Customer Service Tel: 01235 422600

Please visit our websites: [www.southoxon.gov.uk](http://www.southoxon.gov.uk) or [www.whitehorsedc.gov.uk](http://www.whitehorsedc.gov.uk)

To read our privacy policy, please go to this link for South Oxfordshire or this link for Vale of White Horse

-----Original Message-----

From: Rachel Brown <[Rachel.Brown@southandvale.gov.uk](mailto:Rachel.Brown@southandvale.gov.uk)>

Sent: Wednesday, August 21, 2024 4:08 PM

To: [info@suttoncourtenay-pc.gov.uk](mailto:info@suttoncourtenay-pc.gov.uk)

Subject: RE: VE24/243 - land north of Hobbyhorse Lane, Sutton Courtenay, OX14 4BB

Hi Jennie,

Just got your out of office, I am available next week after you return to discuss.

Regards,

Rachel Brown

Enforcement & Compliance Officer (Planning) South Oxfordshire and Vale of the White Horse District Councils

[rachel.brown@southandvale.gov.uk](mailto:rachel.brown@southandvale.gov.uk)

Customer Service Tel: 01235 422600

Please visit our websites: [www.southoxon.gov.uk](http://www.southoxon.gov.uk) or [www.whitehorsedc.gov.uk](http://www.whitehorsedc.gov.uk) To read our privacy policy, please go to this link for South Oxfordshire or this link for Vale of White Horse

-----Original Message-----

From: [info@suttoncourtenay-pc.gov.uk](mailto:info@suttoncourtenay-pc.gov.uk) <[info@suttoncourtenay-pc.gov.uk](mailto:info@suttoncourtenay-pc.gov.uk)>

Sent: Wednesday, August 21, 2024 4:05 PM

To: Rachel Brown <[Rachel.Brown@southandvale.gov.uk](mailto:Rachel.Brown@southandvale.gov.uk)>

Subject: Re: VE24/243 - land north of Hobbyhorse Lane, Sutton Courtenay, OX14 4BB

\*\*EXTERNAL\*\*

I am on leave and due to return on Tuesday 27th August 2024.

If your enquiry is regarding the cemetery, please note we are able to accept bookings for 2nd September onwards. Our forms (updated this year) are available online at [https://www.suttoncourtenay-pc.gov.uk/Cemetery\\_43217.aspx](https://www.suttoncourtenay-pc.gov.uk/Cemetery_43217.aspx)

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Miss Jennie Currie  
Clerk & RFO, Sutton Courtenay Parish Council  
07495 123 353 [www.suttoncourtenay-pc.gov.uk](http://www.suttoncourtenay-pc.gov.uk)

This email originates from outside of the council.

Keep this in mind before responding, opening attachments or clicking any links, unless you recognise the sender and know the content is safe.

If in any doubt, the grammar and spelling are poor, or the name doesn't match the email address then please contact the sender via an alternate known method.



Dear Clerk

We are due to carry out a deep cleanse operation in your area over the next few months. Biffa will commence work in Sutton Courtenay on 31st October 2024

**What is included:**

- litter picking
- sweeping
- removing weeds and or moss on pavements.

**What is not included:**

- weed spraying
- general gardening
- cutting grass or vegetation
- remove weeds and moss that is on roads.

Please note, we only clear land to which the public is permitted access and that is under the direct control of the district council.

We would like to hear from you if there is anywhere in particular, in your area, that you would like to be cleaned. If there are areas, please respond to us by completing our form attached to this email and sending this back to us 3 weeks prior to your deep clean and we will do our very best to accommodate your requests.

Please note, it is not possible to guarantee that Biffa will be able to complete all requested work when visiting as it very much depends on how much work is required on each road, for example digging out weeds and detritus will take much longer than sweeping litter. Once the allocated time is at an end, the cleansing crew will move on to their next area and will not be able to return to complete the work should this not be completed in the allocated time.

If you choose to expand this request to residents within the area, please ensure they respond to you directly so that you can prioritise these accordingly.

**Please note that all requests for deep cleaning services will be shared with OCC (Oxfordshire County Council).**

Regards

Joanne

Waste Team

South Oxfordshire and Vale of White Horse District Councils

Office: 01235 422146

Abbey House

Abbey Close

Abingdon

OX14 3JE

I work flexibly. It fits with my personal work pattern to email you at this time, **but I do not expect you to read this email or reply to it outside of your own working hours.**

To find out more about how the council holds, uses and stores your personal data, please click on the appropriate council's link [www.southoxon.gov.uk](http://www.southoxon.gov.uk) or [www.whitehorsedc.gov.uk](http://www.whitehorsedc.gov.uk)

## Funding a new bus shelter

### 1. Purpose of report

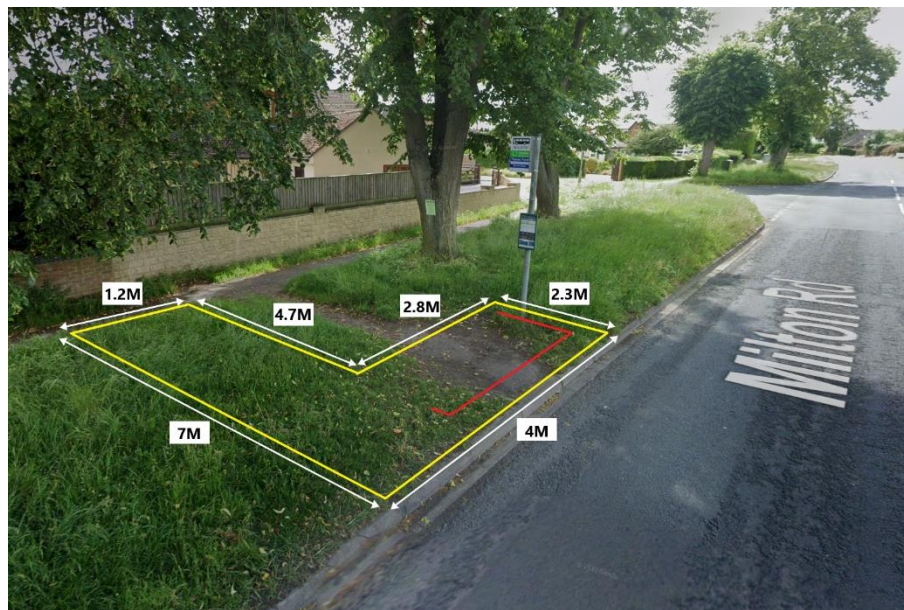
This report is to consider funding the installation of a new bus shelter at the Bradstocks Way westbound bus stop, on Milton Road.

### 2. Background information

Following the installation of benches under the Art Trail residents had provided feedback asking for seating at the Bradstocks Way westbound bus stop. I also recalled receiving requests for an area of hard standing as people were having to stand on the grass verge which quickly becomes mud. At the Parish Council meeting in May 2024 the matter was reported and Council asked the Clerk to research the possibility of seating.

The Clerk contacted Oxfordshire County Council (OCC) as the Highways Authority (and landowner), they have a budget to provide new hardstanding in conjunction with the Parish Council funding the purchase and installation of a bus shelter. The shelter would be owned and maintained by the Parish Council.

### 3. Design and Layout



The shelter would be in the OCC colour scheme of dark green with bright green seating. It would have a barrel roof, solid lower panels and clear upper panels. The far end would have a full width panel whereas the panel to the east would be a quarter width. The above image shows a similar shelter in a different colourway and it only has a half width panel at the end.

The area outlined in yellow shows the new hardstanding, the red line shows the position of the shelter walls. The existing bus stop flag and sign would be removed and incorporated into the shelter.

### 4. Costs

OCC have specified that their approved contractor Externiture Ltd would complete the work. The Parish Council would be invoiced directly for its share which is £6,002.67. (For information: OCC would contribute £5,663.82 for the new hardstanding.)

### 5. Financial considerations

The cost of purchasing and installing the shelter could be funded from CIL (we currently hold over £100k). The cost insuring and maintaining the shelter is estimated to be less than £50 a year and can be factored into the 2025/26 budget.

## **6. Residents' feedback**

The Clerk displayed a notice at the bus stop in August and the item has been mentioned in Sutton Courtenay News. One household has queried whether the bus stop location can be adjusted as buses block their driveway, this has been forwarded to OCC.

## **7. Legalisation**

Local Government (Miscellaneous Provision) Act 1953, s.4 The power to provide and maintain bus shelters on roads and land adjoining roads in the council's area.

Planning permission is not required as the project falls under permitted development rights.

## **8. Recommendations**

That the proposed bus shelter is installed and that CIL funds are used for the purchase and installation.

**Meeting date:** 3<sup>rd</sup> September 2024

**Agenda item:** 10e

**Author:** Miss J. Currie, Clerk

### **Request to install new bin at Bradstocks Way**

#### **1. Purpose of report**

This report is to consider installing a new bin near the Art Trail benches on Bradstocks Way.

#### **2. Background information**

Earlier this year two oak benches were installed on a grass verge at the junction of Bradstocks Way and Tyrrells Way. Oxfordshire County Council (the landowner) has planted a tree near the benches. A resident has reported an increase in littering in the area since the benches were installed.

#### **3. Costs**

125l bin: £388.30 + installation £168.60

Collection service 125l bin: £182 per year for a weekly service

#### **4. Financial considerations**

The cost of purchasing and installing the bins could be funded from CIL (we currently hold over £100k). The cost of emptying the new bin would take us over the planned budget for 2024-25.

#### **5. Legalisation**

Litter Act 1983, ss.5-6 The power to provide and maintain litter bins in streets or other public spaces and contribute to their provision and maintenance.

Planning permission is not required for a standard bin.

#### **6. Recommendations**

That subject to approval from Oxfordshire County Council (landowner) that a bin is installed.

That CIL funds are used for the purchase and installation.

That the bin is installed by and emptied by Shield Maintenance Ltd, the contractor who currently empties our bins.

**Re: Dog Poo Bins**

From:

Sent: Sat, 10 Aug, 2024 at 16:17

To: Sutton Courtenay PC Clerk

Dear Jennie

My apologies, I don't think I replied to your email! The first fouling we noticed was some months ago, the next on or around 30th June, and it has happened again over the last couple of days (we noticed it this afternoon). It was a massive amount today, right by the pavement so any child could easily have walked or cycled over it. Because of this, we have disposed of it. But I have messaged the district council on the link you sent previously mentioning that we have cleared it up but that a bin would be useful considering all the new houses along the road. It is unfortunate to say, but we have never had these issues before. I was suggesting a good position may be at the junction of Appleford Road and Abingdon Road as this may catch people going to/from both directions?

Best wishes

NAME

On Mon, Jul 1, 2024 at 3:59 PM Sutton Courtenay PC Clerk

<[info@suttoncourtenay-pc.gov.uk](mailto:info@suttoncourtenay-pc.gov.uk)> wrote:

>  
> Dear,  
>  
> Please would you report the dog fouling via  
[https://eform.whitehorsedc.gov.uk/ebase/REPORTIT.eb?SOVA\\_TAG=VALE&ebd=0&ebz=1\\_1719845507968](https://eform.whitehorsedc.gov.uk/ebase/REPORTIT.eb?SOVA_TAG=VALE&ebd=0&ebz=1_1719845507968)  
>  
> The District Council are responsible for clearing dog fouling including abandoned bags. Both the District Council and the Parish Council have dog waste bins in the parish, please would you let me know your house name or number and then I can log it as a problem area. If you can recall how long ago the issue started and the frequency that would be helpful. I can then submit the request to Councillors.  
>  
> For your information the Parish Council can use developers contributions to purchase and install a bin, the ongoing costs of emptying the bin would come directly from the precept (the parish council's portion of council tax). We would also need permission from the County Council to place a bin on the verge at it is Highway land not owned by the Parish Council.  
>  
> Best wishes, Jennie  
>  
> - - -  
>Miss Jennie Currie (she/her)  
> Clerk & RFO, Sutton Courtenay Parish Council  
> 07495 123 353 [www.suttoncourtenay-pc.gov.uk](http://www.suttoncourtenay-pc.gov.uk)  
>Please note I normally work Monday to Thursday.  
>  
> -----Original Message-----  
> From:  
> Sent: Sunday, 30 June, 2024 11:38  
> To: "Parish Council" <[info@suttoncourtenay-pc.gov.uk](mailto:info@suttoncourtenay-pc.gov.uk)>  
> Subject: Dog Poo Bins  
>  
> Dear Miss Currie  
> I live in Appleford Road and recently we have had dog poo bags (full) left on the grass outside our house. The first time we moved it to a more prominent position, hoping the depositor would take the hint and take it home next time they passed. Unfortunately, they (or someone else) chose to drop it at the end of our pebbled drive where we ran over it. Since then, if we find an offering we dispose of it. I know dogs perform near the start of their walk and the owner sometimes pops it out of the way to collect on their way back but I wonder if there are enough dog poo bins at this end of the village now there are so many more houses?  
> Could some of the money from developers be used to provide these? Although I appreciate it is not that straightforward as they need to be emptied regularly.  
> Your comments/advice would be much appreciated.  
> Yours

From	To	Councillor	Matter resolved	Work ordered / Clerk to action	Outstanding	Referred to Rec Am WP
25-Sep-23	08-Oct-23	Teresa Field	08-Oct	Fence by double wooden gate is down		
09-Oct-23	22-Oct-23	Fiona Wolveridge	14-Oct	Pothole at entrance to car park		
01-Jan-24	14-Jan-24	Robert Dalby	01-Jan	Main Field - the gate in the South West corner of the field does not latch	Car Park - self-close mechanisms on the gates have failed so that the gates either don't close at all or stop half way	Fenced play area - Some graffiti on the bin on the field side - could be offensive to some
01-Jan-24	14-Jan-24	Robert Dalby	01-Jan	Southern Footpath.- there is a length of steel tubing loose on the ground - TFM		
15-Jan-24	28-Jan-24	Rita Atkinson	27-Jan	Concerns raised about vegetation growth on southern footpath (currently being refurbished by TFM)		
26-Feb-24	10-Mar-24	Lyn Hodder	06-Mar	Public comment: It would be good if dog walkers didn't let the dogs run loose and poop in the field.		
11-Mar-24	24-Mar-24	Father Morkos	16-Mar	Car park - grass and moss encroaching from main field	MUGA - grass encroaching onto outer edge	
	21-May-24	Inspection report		Overhead rotator - The bearing on the unit is dry and is not rotating -Kompan to fix 15th August		
	21-May-24	Inspection report		Three toadstools (tall ones) are loose in the foundations -Kompan to fix FOC - August caps removed due to damage, replacement item to be installed 30th Sept.		
	21-May-24	Inspection report		MUGA - There is or are fixings missing on the item - Kompan to fix 15th August		
20-May-24	02-Jun-24	Robert Dalby	01-Jun	Car park gate next to football clubhouse is not self closing reliably.	Grass around the skate area is quite long	The latch mechanism on the gate at the south west corner of the field is not latching properly.
26-Jun-24	26-Jun-24	Rita Atkinson	26-Jun	Damaged fence panel at play area - booked for September due to lead time on panel. - AES		
01-Jul-24	14-Jul-24	Lyn Hodder	14-Jul	No additional comments.		
15-Jul-24	28-Jul-24	Father Morkos	25-Jul	Weeds along fence line at play area.		
15-Jul-24	28-Jul-24	Father Morkos	31-Jul	Weeds around car park.		
29-Jul-24	11-Aug-24	Joanna O'Callaghan	xx			
12-Aug-24	25-Aug-24	Ian Pratley	xx			
26-Aug-24	08-Sep-24	Hugo Raworth				
09-Sep-24	22-Sep-24	Jason Warwick				
23-Sep-24	06-Oct-24	Fiona Wolveridge				
07-Oct-24	20-Oct-24	Rita Atkinson				



RE: Sutton Courtenay Football Cub - Lease Renewal & Section 106Grants

From: Lewis Hastings

Sent: Tue, 13 Aug, 2024 at 08:48

To: Sutton Courtenay PC Clerk

Cc: kelly.breakspear, ritaatkinson@suttoncourtenay-pc.gov.uk

Hello Jennie,

Thank for your response, it is most appreciated.

With regards to the pitch license can we please get the ball rolling on a renewal/discussion on this?

I look forward to your response regarding a meeting. Thanks again for your assistance.

Many thanks,

Lewis Hastings

---

**From:** Sutton Courtenay PC Clerk <info@suttoncourtenay-pc.gov.uk>

**Sent:** Monday, August 12, 2024 4:58 PM

**To:** Lewis Hastings <>

**Cc:** kelly.breakspear; ritaatkinson@suttoncourtenay-pc.gov.uk

**Subject:** RE: Sutton Courtenay Football Cub - Lease Renewal & Section 106 Grants

---

Dear Lewis,

Thank you for your email. I note that Rita (chairman of the Parish Council) has also replied. I've attached the lease for the pavilion to this email, it expires on 14 February 2037 which February 2027, it might be worth seeking clarification from the District Council whether a licence for the pitch would be required for the S106 amounts relating to pitches. I have a feel years.

I'll share this information with all Councillors and come back to you regarding a meeting.

Best wishes, Jennie

**Please note I will be on leave from Monday 19th to Monday 26th August inclusively.**

---

Miss Jennie Currie (she/her)

Clerk & RFO, Sutton Courtenay Parish Council

07495 123 353 [www.suttoncourtenay-pc.gov.uk](http://www.suttoncourtenay-pc.gov.uk)

*Please note I normally work Monday to Thursday.*

-----Original Message-----

From: "Lewis Hastings"

Sent: Thursday, 1 August, 2024 12:56

To: "[info@suttoncourtenay-pc.gov.uk](mailto:info@suttoncourtenay-pc.gov.uk)" <[info@suttoncourtenay-pc.gov.uk](mailto:info@suttoncourtenay-pc.gov.uk)>

Cc: "Breakspear, Kelly"

Subject: Sutton Courtenay Football Cub - Lease Renewal & Section 106 Grants

Hello Jennie,

I have been given your contact email from Kelly Breakspear (cc'd) as the first point of contact for the Parish Council. I am on the committee at Sutton Courtenay FC and I am assistin some PC input on both those matters and seeing if we could have a meeting between both PC and Sutton FC to see how we could work together to improve the recreation ground/fa doing so, discuss the upcoming lease renewal which I believe is due in 2026.

We have contacted the VOWH and obtained the funding forms as well as list of all available grants potentially available to us, I have attached the documents to this email and the res

*"Thank you for your email and it is good to hear from you.*

*Please find attached a spreadsheet identifying the available sport contributions. To apply for any of these you will need to have a fully worked up plan and provide a minimum of two I attach the S106 Funding Application Form, please read through this checking the guidance notes and checklist.*

*The landowner where the football club is situated, if it is not owned by the football club, will need to give consent to an application being made. If you lease the clubhouse from the pa it.*

*I also attach a 'Frequently Asked Question' document for your attention.*

*S106 agreement 15V30 – this contribution could be used by the clubhouse or for improvement at the Old Wallingford Way recreation ground.*

*I look forward to hearing from you with your plans for spending the various sport S106 contributions in due course. It will be good to know your plans as some of the contributions ex*

As you can see there is a substantial amount of money available to improve facilities and the pavilion all around Old Wallingford Way and we feel it could really benefit the community being 10 years of which it is not. The football club is keen to discuss renewal of this as mentioned above so we can continue to provide a decent sporting club/environment to the villa

It would be greatly appreciated if we could get a meeting with the PC and work together on this matter to benefit Sutton Courtenay as a whole and we look forward to PC's response.

Many thanks,

Lewis Hastings

## Details of Vale District Council s106 contributions secured relating to developments in Sutton Courtenay

### Status Colours

Spent/Allocated

Over 5 years remaining

2-5 years remaining

Less than 2 years remaining

#### P13/V0401/O (13V50) - Milton Road Sutton Courtenay OX14 4BT (Agreement dated 26 July 2013)

Trigger	Infrastructure Type	Secured Amount	Towards	Received	Date Received	Spend By	Spent Amount	Spend Status	Spend Recipient	Balance
Occupations	Outdoor Sport	£4,096.00	Crickets Pitch provision in the Parish of Sutton Courtenay - £64.00 per dwelling (£4,480) 64 Dwellings Index Linked	£4,278.49	02/12/2015	02/12/2025	£0.00			£4,278.49
Occupations	Outdoor Sport	£9,856.00	Football Pitches in the vicinity (within 10 miles of the Parish of Sutton Courtenay) - £154 per dwelling (£10,780) 64 Dwellings Index Linked	£10,295.12	02/12/2015	02/12/2025	£3,457.50	Spent	Sutton Courtenay PC	£6,837.62
Occupations	Community Buildings	£23,616.00	Provision or enhancement of clubhouse or pavilion facilities associated with sports pitches in the Parish - £369 per dwelling (£25,830) 64 Dwellings Index Linked	£25,053.58	25/09/2017	25/09/2027	£0.00			£25,053.58

#### P13/V0233/FUL (13V64) - Land to the north of 92 -112 Milton Road Sutton Courtenay (Agreement dated 26 September 2013)

Trigger	Infrastructure Type	Secured Amount	Towards	Received	Date Received	Spend By	Spent Amount	Spend Status	Spend Recipient	Balance
Occupations	Outdoor Sport	£5,072.00	Football Pitches in the Parish. Index Linked	£5,290.33	19/11/2015		£0.00			£5,290.33
Occupations	Outdoor Sport	£1,215.00	Rugby Pitches in the Parish. Index Linked	£1,267.30	19/11/2015		£0.00			£1,267.30
Occupations	Outdoor Sport	£2,118.00	An artificial all weather sports pitch in the Parish. Index Linked	£2,207.13	21/04/2016		£0.00			£2,207.13
Occupations	Outdoor Sport	£6,941.00	Costs of providing or enhancing off-site tennis facilities in the vicinity (10 miles of the site) Index Linked	£7,239.79	19/11/2015		£7,239.79	Reserved £842.00 Spent Spent	Council - Leisure Sutton Courtenay PC Sutton Courtenay PC	£0.00
Occupations	Community Buildings	£12,174.00	Provision or enhancement of clubhouse or pavilion facilities associated with sports pitches in the Parish Index Linked	£12,698.05	19/11/2015		£0.00			£12,698.05
Occupations	Outdoor Sport	£2,059.00	Crickets Pitch provision in the parish. Index Linked	£2,147.63	19/11/2015		£0.00			£2,147.63

#### P14/V2362/FUL (15V30) - Land off Milton Road Sutton Courtenay Oxon OX14 4BS (Agreement dated 27 July 2015)

Trigger	Infrastructure Type	Secured Amount	Towards	Received	Date Received	Spend By	Spent Amount	Spend Status	Spend Recipient	Balance
Occupations	Community Buildings	£1,767.00	Clubhouse Contribution - towards the provision of clubhouse provision and/or improvements at the Old Wallingford Way Recreation Ground in the Parish Index Linked. 10 Year Spend By Date	£1,908.04	18/05/2016	18/05/2026	£1,908.04	Spent	Sutton Courtenay PC	£0.00
Occupations	Outdoor Sport	£1,792.00	Crickets Pitch Contribution - towards cricket pitch provision and or improvements at Old Wallingford Way Recreation Ground Index Linked. 10 Year Spend By Date	£1,935.03	18/05/2016	18/05/2026	£0.00			£1,935.03
Occupations	Outdoor Sport	£4,312.00	Football Pitch Contribution - for football pitch provision in the Parish Index Linked. 10 Year Spend By Date	£4,656.18	18/05/2016	18/05/2026	£0.00			£4,656.18
Occupations	Community Buildings	£10,125.00	Crickets Pavilion - towards the provision of a cricket pavilion at Old Wallingford Way Recreation Ground in the Parish Index Linked. 10 Year Spend By Date	£10,933.16	18/05/2016	18/05/2026	£0.00			£10,933.16



## New FixMyStreet updates on report: 'Potholes near The George, ChurchStreet'

From: FixMyStreet <fms-DO-NOT-REPLY@fixmystreet.com>

Sent: Mon, 5 Aug, 2024 at 20:02

To: info@suttoncourtenay-pc.gov.uk

[email-logo.gif](#) (6.3 KB)

[map.jpeg](#) (26.2 KB)

[photo.jpeg](#) (2.3 KB)

– [Download all](#)

New updates on "Potholes near The George, Church Street"



## New updates on Potholes near The George, Church Street

Thank you for your report. Based on our assessment, the highlighted area does not currently meet the criteria for immediate intervention under our Highway Safety Inspection Policy. However, rest assured that we will continue to monitor this location during our routine statutory inspections. If you observe any deterioration or worsening of the issue, please feel free to open a new report. For further information on highway repairs and our risk assessment process, you can visit the Oxfordshire County Council's website:

<https://www.oxfordshire.gov.uk/residents/roads-and-transport/street-maintenance-z/road-repairs>

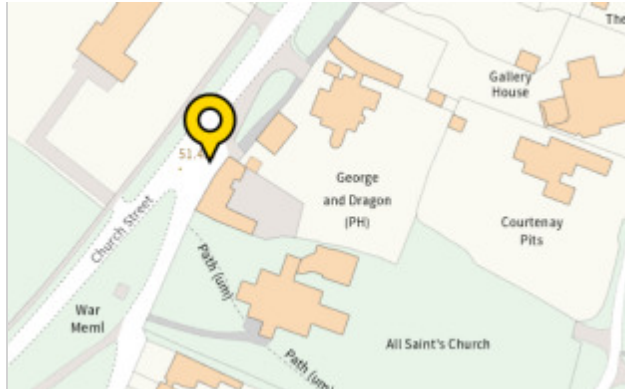
State changed to: Investigation complete

Oxfordshire County Council

Unfortunately we can't fix every issue reported on FixMyStreet. Head of Highways Maintenance Sean Rooney explains why.

 [Understanding when we don't fix things video](#)

[Unsubscribe from alerts about this report](#)



### Potholes near The George, Church Street

The section of highway from the bus stop in front of The George and down to the Village Green has numerous potholes.

## Vale of White Horse - DR - Stakeholders

From: The Local Government Boundary Commission for England <reviews@lgbce.org.uk>

[sent from](#) cmail20.com

Sent: Tue, 9 Jul, 2024 at 14:43

To: Jennie Currie

---

No images? [Click here](#)



---

### Have your say

## A consultation on draft recommendations for ward boundaries in Vale of White Horse District Council has begun

Have your say now via our website

Today we published draft recommendations for new wards, ward boundaries, and ward names for Vale of White Horse.

We are now inviting comments on those recommendations.

Our consultation closes on **16 September 2024**.

**If you represent a local organisation or community group in Vale of White Horse, please pass this message on to your members or anyone you think who might be interested in the review. You can share the message by email or through social media by using the buttons at the bottom right of the page.**

[Draft recommendations report](#)

[Draft recommendations map](#)

## Summary of the draft recommendations

**As a result of our draft recommendations for new warding patterns, we propose making changes to the parish electoral arrangements for the following parish and town councils:**

- [Abingdon](#)
- [Wantage](#)

## Have your say

You can take part in the consultation by clicking the button at the top of this message or through our [website](#), which includes further information about the Commission and the review.

We encourage everyone who has a view on the draft recommendations to contact us, whether you support them or whether you wish to propose alternative arrangements.

We will consider every representation received during consultation, whether it is submitted by an individual, a local group or an organisation.

We will weigh each submission against the legal criteria which we must follow when drawing up electoral arrangements:

- to deliver electoral equality: where each councillor represents roughly the same number of electors as others across the district;
- that the pattern of wards should, as far as possible, reflect the interests and identities of local communities;
- that the electoral arrangements should provide for effective and convenient local government.

It is important that you take account of the criteria if you are suggesting an alternative pattern of wards.

If you wish to put forward a view, we would also urge you to ensure that evidence supports your submission.

For example, if you wish to argue that two areas should be included in the same electoral ward, make sure you tell us *why* they should be together, providing evidence about community facilities, ties, organisations, and amenities, rather than simply asserting that they belong together.

Our website features [technical guidance](#) that explains the process and our policies, as well as guidance on how to take part in each part of the process.

Promote the review in your area with our  
promotional poster

## Get in touch

We welcome comments on our draft recommendations by  
**16 September 2024** Representations should be made:

- Through our [website](#)
- By email to [reviews@lgbce.org.uk](mailto:reviews@lgbce.org.uk)
- Or in writing to Review Officer (Vale of White Horse),  
Local Government Boundary Commission for England,  
PO Box 133, Blyth, NE24 9FE

The  
Local Government  
Boundary Commission  
for England

Share

Tweet

Share

Forward

Local Government Boundary Commission for England,  
1st Floor, Windsor House, 50 Victoria Street, London,  
SW1H 0TL

You're receiving this email because you represent an  
organisation that we believe will be interested in this  
electoral review.

[Preferences](#) | [Unsubscribe](#)

Sutton Courtenay Parish Council

Prepared by: \_\_\_\_\_

Date: \_\_\_\_\_

Name and Role (Clerk/RFO etc)

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

Name and Role (RFO/Chair of Finance etc)

A	Bank Reconciliation at 02/07/2024		
	Cash in Hand 01/04/2024		142,844.15
	ADD		
	Receipts 01/04/2024 - 02/07/2024		118,772.35
			261,616.50
	SUBTRACT		
	Payments 01/04/2024 - 02/07/2024		69,312.30
	Cash in Hand 02/07/2024 (per Cash Book)		192,304.20
B	Cash in hand per Bank Statements		
	Petty Cash	30/06/2024	0.00
	Unity	30/06/2024	122,879.17
	Santander current	30/06/2024	5,000.00
	Santander savings	30/06/2024	71,062.39
	Equals Prepayment Card	30/06/2024	175.42
			199,116.98
	Less unrepresented payments		6,812.78
			192,304.20
	Plus unrepresented receipts		
	Adjusted Bank Balance		192,304.20
	A = B Checks out OK		

# Your Account Statement



For Businesses. For Communities. For Good.

Unity Trust Bank plc  
PO Box 7193  
Planetary Road  
Willenhall  
WV1 9DG

Miss Jennifer Currie  
44 Harrington Close  
NEWBURY  
Berks  
RG14 2RQ

**Date:** 30/06/2024

**Account Name:** Sutton Courtenay Parish  
Council

**Swift Code (BIC):** NWBKGB2L

**IBAN Number:** GB93NWBK60023571418024

**Sort Code:** 608301

**Account Number:** 20434449

Your arranged overdraft limit is £0.00

Our unauthorised overdraft charges are changing from tracked rate of 25% above base rate to a fixed Nominal rate 25% EAR (Equivalent Annual Rate 28.39%). To find out more read our Overdrafts Key Features document and our Standard Service Tariff available at [www.unity.co.uk](http://www.unity.co.uk)



For eligible organisations, your deposits held with Unity Trust Bank are protected up to £85,000 under the Financial Services Compensation Scheme (FSCS). For more information about eligibility and compensation provided by the FSCS, please visit: **FSCS.org.uk** or refer to our FSCS Information Sheet and Exclusions List at [unity.co.uk/fscs](http://unity.co.uk/fscs)

## Contact Us



Call us: **0345 140 1000**



Email us: **[us@unity.co.uk](mailto:us@unity.co.uk)**



Visit us: **[unity.co.uk](http://unity.co.uk)**

## Your Current T1 account transactions:

Date	Type	Details	Payments Out	Payments In	Balance
03/06/2024		Balance brought forward	£0.00	£0.00	£124,762.37
11/06/2024	Faster Payment Debit	B/P to: Miss J P Currie	£2.45	£0.00	£124,759.92
11/06/2024	Faster Payment Debit	B/P to: Miss J Currie	£52.00	£0.00	£124,707.92
11/06/2024	Faster Payment Debit	B/P to: Thomas Fattorini	£52.50	£0.00	£124,655.42

Page number 1 of 3

Statement number 057

**For Businesses.  
For Communities.  
For Good.**

Unity Trust Bank plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Unity Trust Bank is entered in the Financial Services Register under number 204570.  
Registered Office: Four Brindleyplace, Birmingham, B1 2JB.  
Registered in England and Wales no. 1713124.  
Calls may be monitored and recorded for training, quality and security purposes.  
© Unity Trust Bank. All Rights Reserved.



Your Current T1 account transactions:					
Date	Type	Details	Payments Out	Payments In	Balance
11/06/2024	Faster Payment Debit	B/P to: FairFX PLC	£66.62	£0.00	£124,588.80
11/06/2024	Faster Payment Debit	B/P to: Kompan Ltd	£521.66	£0.00	£124,067.14
11/06/2024	Faster Payment Debit	B/P to: Shield Maintenance	£130.00	£0.00	£123,937.14
12/06/2024	Credit	AB WALKER SON LI	£0.00	£1,450.00	£125,387.14
28/06/2024	Standing Order	S/O to: Miss J Currie	£26.00	£0.00	£125,361.14
28/06/2024	Standing Order	S/O to: OCC Pension Fund	£521.45	£0.00	£124,839.69
28/06/2024	Standing Order	S/O to: Miss J Currie	£1,505.00	£0.00	£123,334.69
28/06/2024	Faster Payment Debit	B/P to: HMRC Cumbernauld	£437.52	£0.00	£122,897.17
30/06/2024	Fee	Service Charge	£18.00	£0.00	£122,879.17

## Sending or Receiving Currency

You may be asked for your SWIFTBIC (Bank Identification Code) and IBAN (International Bank Account Number). These can be found at the top of this statement and are required to ensure that international banks can find the correct account to credit or debit funds.

When receiving currency into your Unity account, you must inform us of the transaction. The SWIFTBIC number relates to a central Unity account. We use this account to receive international currency before allocating the payment to your account. Please call us on **0345 140 1000** for more information.

## Fraud Concerns

If you have any concerns regarding fraud on your account, then please call the freephone number **0808 196 8420**.

## What happens when something goes wrong?

If you have a problem with your Unity account or our service, please get in touch with us on **0345 140 1000**. We aim to resolve any issues as soon as possible.

## Accessibility

Unity offers a number of supporting services such as statements in braille or large print. Please contact us for more information.

### Additional information

A copy of our interest rates can be found on our website – **[unity.co.uk/interest-rates](https://www.unity.co.uk/interest-rates)**

A copy of our fees and charges can be found on our website – **<https://www.unity.co.uk/terms-and-conditions/>**

This information is also available by calling **0345 140 1000**.

**To help us improve our service and maintain security, we may monitor and/or record your telephone calls with us.**



BLANK PAGE

View transactions

Account: 

CLOSED ISSUE - BACKBOOK - 09-01-52 91754406 - View Only

Alerts on this account: 3 [Amend](#)

Current balance: £5,000.00

Balance incl. pending: £5,000.00

Interest rate: 0.00 %

Show transactions:

from // to //

To search for transactions by amount or type, use [advanced search](#).

Go paper-free

Switch to paper-free statements and documents. [Update paper-free preferences](#)



Capital repayments are shown below. Interest repayments are not shown.

Transactions

[Download transactions](#)

1-1 transactions

Date	Description	Money in	Money out	Balance
11/01/2023	TRANSFER TO SUTTON COURTENAY PARISH COUNCIL		£51,591.88	£5,000.00

1-1 transactions

View transactions

Account:

BUSINESS SAVINGS ACCOUNT - 09-01-52 91754414 - View Only

Alerts on this account: 0 - They're FREE and take seconds to [set up](#)

Current balance: £71,062.39

Balance incl. pending: £71,062.39

Interest rate: 1.05%


Show transactions:

from / / to / /

To search for transactions by amount or type, use [advanced search](#).

Go paper-free

Switch to paper-free statements and documents. [Update paper-free preferences](#)



Capital repayments are shown below. Interest repayments are not shown.

Transactions

[Download transactions](#)

1-1 transactions

Date	Description	Money in	Money out	Balance
16/08/2023	INTEREST PAID AFTER TAX 0.00 DEDUCTED	£323.34		£71,062.39

1-1 transactions

Card list

Dept: All   Card status: Any   Card currency: All   ☐ Include closed cards with no balance

Card number	Owner	Available	Balance	Pending	Status	Expiry	Department	Currency	Balance last updated
5339*****6503	Jennifer Currie	£173.32	£175.42	£2.10	Active	31-08-2025		Sterling	02-07-2024 09:35:52
Currency	Count	Total balance			Total pending			Total available	
Sterling	1	£175.42			£2.10			£173.32	

## Section 3 - External Auditor Report and Certificate 2023/24

In respect of **Sutton Courtenay Parish Council**

### 1 Respective responsibilities of the auditor and the authority

Our responsibility as auditors to complete a **limited assurance review** is set out by the National Audit Office (NAO). A limited assurance review is **not a full statutory audit**, it does not constitute an audit carried out in accordance with International Standards on Auditing (UK & Ireland) and hence it **does not** provide the same level of assurance that such an audit would. The UK Government has determined that a lower level of assurance than that provided by a full statutory audit is appropriate for those local public bodies with the lowest levels of spending.

Under a limited assurance review, the auditor is responsible for reviewing Sections 1 and 2 of the Annual Governance and Accountability Return in accordance with NAO Auditor Guidance Note 02 (AGN 02) as issued by the NAO on behalf of the Comptroller and Auditor General. AGN 02 is available from the NAO website – <https://www.nao.org.uk/code-audit-practice/guidance-and-information-for-auditors/>.

This authority is responsible for ensuring that its financial management is adequate and effective and that it has a sound system of internal control. The authority prepares an Annual Governance and Accountability Return in accordance with *Proper Practices* which:

- summarises the accounting records for the year ended 31 March 2024; and
- confirms and provides assurance on those matters that are relevant to our duties and responsibilities as external auditors

### 2 External auditor limited assurance opinion 2023/24

On the basis of our review of Sections 1 and 2 of the Annual Governance and Accountability Return, in our opinion the information in Sections 1 and 2 of the Annual Governance and Accountability Return is in accordance with the Proper Practices and no other matters have come to our attention giving cause for concern that relevant legislation and regulatory requirements have not been met.

Other matters not affecting our opinion which we draw to the attention of the authority:

The Council provided an explanation for the variance on Box 4 on Section 2 of AGAR from the prior year to the current year. Whilst the explanation was reasonable, no values were initially provided in order to support the movement. These were later provided on request. The parish council should in future ensure that all the necessary supporting financial information is provided with their annual submission.

### 3 External auditor certificate 2023/24

We certify/~~do not certify~~\* that we have completed our review of Sections 1 and 2 of the Annual Governance and Accountability Return, and discharged our responsibilities under the Local Audit and Accountability Act 2014, for the year ended 31 March 2024.

\*We do not certify completion because:

External Auditor Name



External Auditor Signature

A handwritten signature in black ink that reads "Moore".

Date

18/07/2024

**Private & Confidential**

Miss Jennie Currie  
Sutton Courtenay Parish Council  
44 Harrington Close  
Newbury  
Berkshire  
RG14 2RQ  
United Kingdom

**Blenheim House  
1-2 Bridge Street  
Guildford  
Surrey  
GU1 4RY**

Tel: 01483 462 860

[www.ajg.com/uk](http://www.ajg.com/uk)

27th August 2024

Dear Miss Currie,

**Insurance Policy: AJG Community Schemes**  
**Client Name: Sutton Courtenay Parish Council**  
**Client Reference Number: 1616373**  
**Policy Number: 8308467**  
**Effective Date: 01/10/2024**

Your insurance policy is due for renewal shortly and we have pleasure in enclosing your renewal quotation(s) and documentation. These have been based on your requirements which you disclosed to us previously or in our recent renewal discussions. Our understanding of your requirements are shown in the enclosed documentation.

There are a number of documents enclosed and it is important that you review each of them. Within this letter we have summarised what we consider to be the most important points to assist you. We have directed you to those documents, or parts of documents, which you must read carefully.

Your renewal premium(s) for the forthcoming year are detailed as follows:-

Policy	Insurer	Premium	Insurance Premium Tax	Administration Fee(s)	Total Due
AJG Community Schemes	Hiscox Insurance Company Limited	£2,428.67	£291.44	£50.00	£2,770.11
<b>Total</b>		<b>£2,428.67</b>	<b>£291.44</b>	<b>£50.00</b>	<b>£2,770.11</b>

**Long Term Agreement Option**

In order to ensure rate stability, Sutton Courtenay Parish Council may choose to set up a 3 year binding Long Term Agreement (LTA) with Hiscox Insurance Company Limited, at an LTA premium of £2,770.11. This means Sutton Courtenay Parish Council will commit to keep their policy with Hiscox Insurance Company Limited for the period of the LTA, which will expire 3 years from the original inception date.

In return Hiscox Insurance Company Limited agrees not to increase the annual insurance premium, except for the following reasons:

- When there are changes to the material facts concerning your policy.

- Policy changes where the sums insured for assets covered against loss or damage are increased or decreased.
- The annual inflationary increase (index linking) applied to the sums insured for the assets covered against loss or damage.
- The imposition by the Government of a higher rate of Insurance Premium Tax (IPT).

Any changes to terms or conditions other than those stated, for example, the imposition by the Insurer of a higher rate resultant from the claims ratio exceeding the percentage detailed in the LTA endorsement wording shown in the schedule enclosed, **releases** Sutton Courtenay Parish Council from the Long Term Agreement and as your broker we will seek alternative quotations from the market on your behalf.

**For further information please see the LTA wording contained within the attached Schedule of Insurance.**

## AJG Community Schemes

---

### Your Requirements and Our Recommendations

We have assessed the information about the circumstances that you have provided to us to help us to identify your requirements and make recommendation(s). We have based our understanding of your requirements on this information.

#### Our Recommendation(s)

We recommend that this policy is placed with Hiscox Insurance Company Limited based upon your requirements to purchase a Local Council Insurance policy and the price, extent of cover and policy benefits provided by the insurer.

Our recommendation is based on your requirements to have a Local Council Insurance policy for Sutton Courtenay Parish Council to the levels of cover we have discussed which is summarised in the attached quotation schedule and statement of fact.

- We have recommended that your cover is placed with the insurer(s) named within your schedule.
- We believe the cover(s) provided is the most suitable from the insurers that we have approached and based on the information you have provided.
- Please ensure you read your documentation pack carefully to confirm that the cover meets your requirements, paying particular attention to exclusions, warranties, conditions, excesses and limits.

If you require any changes to be made or information corrected, please contact us as soon as possible, as failure to do so could mean that your insurance is voided, or may lead to the insurer not paying all or part of your claim.

**We would draw your attention to your Duty of Fair Presentation obligations, along with the importance of checking that you have adequate sums insured. Full details can be found in the Important Information section.**

### Market Selection

For this type of insurance, Gallagher has entered in to an agreement with a single insurer, who provides this policy.

This agreement allows us to rate the premium and issue the policy documentation on their behalf. Under such an agreement, we are acting as agent of the insurer.

### Significant Terms, Conditions, Warranties, Exclusions and Subjectivities

Your **policy documents** will record what is insured and against what **Insured Perils** (risks) apply, along with details of any **Warranties** which sets out those things which you must make sure happen or have in place at all times. Your cover may be subject to **Exclusions** and **Endorsements**, which set out additional **Policy Terms** which are particularly important. Please also consider any **Conditions** with which you have to comply in order for your cover to be valid and for you to make a claim.

**It is important that you read and make sure that you understand the full extent of the cover that is provided by your insurance policy.** The policy wording should be read in conjunction with your policy schedule. Please read these carefully as they may have an impact on the validity of your cover and/or your ability to make recovery for any claims made.

If there are any areas of the policy which you are concerned about or do not understand, or where you are unable to comply, then please contact us to discuss in further detail. It may be possible, albeit at higher cost, to obtain wider or less restrictive cover.

The attached insurer schedule details the following endorsements applicable to your policy.

- Premises - Endorsement - Flat roof condition - 308.0.2
- Premises - Endorsement - Addition of cover: under insurance restriction (Buildings) - 6469.0
- Premises - Endorsement - Removal of cover: cyber claims and losses - 6728.0
- Contents - Endorsement - Minimum security condition - 240.3
- Contents - Endorsement - Addition of cover (Travel expenses) - 6226.0
- Contents - Endorsement - Floating amount insured (Contents) - 6349.1
- Business Interruption - Endorsement - Amended definition: income - 6820.0
- Business Interruption - Endorsement - Floating amount insured (Business interruption) - 6350.1
- Contents Away from Premises - Endorsement - Contents temporarily elsewhere - 65.00
- Crisis Management - Endorsement - Crisis containment provider: Hill Knowlton - 9003.0
- Employers' Liability - Endorsement - Employers Liability Tracing Office (ELTO) - mandatory information required - 3121.0
- Employers' Liability - Endorsement - Confirmation of cover: cyber claims - 6734.0
- Legal Expenses - Endorsement - Commercial legal protection (charities) - 524.0
- Officials and Trustees - Endorsement - Prior and pending litigation date - 705.4
- Officials and Trustees - Endorsement - Amendment of cover: cyber claims (DO) - 3215.0



- Officials and Trustees - Endorsement - Amendment of cover: breach of professional duty (DO) - 3216.0
- Personal Accident - Endorsement - Amendment of cover: cyber claims and losses - 6752.0
- Public Liability - Endorsement - Firework and bonfire condition endorsement - 6080.0
- Public Liability - Endorsement - Removal of cover: cyber claims - 6735.0
- AJG Community Schemes - Endorsement - Floating amount insured (Buildings) - 6351.0
- AJG Community Schemes - Endorsement - Additional definitions: cyber - 6727.0
- AJG Community Schemes - Endorsement - Commercial assistance & legal advice helpline - 603.1

## Policy Documents

It is important that you check through your policy documentation. Please read all documents carefully, paying particular attention to the limits, endorsements and exclusions. **If any information is incorrect, please contact us immediately.**

## Payment Options

Our standard payment terms are payment on or before your policy inception or renewal date. This ensures we receive your funds in time to settle our Insurer accounts where there are strict requirements.

You can pay by the following options:-

- Cheque payable to Arthur J Gallagher Insurance Brokers Ltd - Please add your client reference number onto the back of the cheque.
- Direct Debit with Insurers (if available)
- Bank Transfer (BACS) - Gallagher will provide our bank details upon instruction to proceed

## Next Steps

In order to renew the policy for Sutton Courtenay Parish Council you must;

1. Check the attached documents and inform us if anything needs changing
2. Check the cover still meets the needs of Sutton Courtenay Parish Council
3. Confirm that the policy for Sutton Courtenay Parish Council should be renewed via [communityrenewals@ajg.com](mailto:communityrenewals@ajg.com) or telephone us on 01483 462860 before 1st October 2024
4. **It is essential that you confirm the insurer name, and whether you want to enter into a Long Term Agreement (whether the policy is for a 1 or 3 year term).**
5. Pay for your policy by the renewal date 1st October 2024

If you have any questions relating to your insurance arrangements, please do not hesitate to contact us. **We look forward to receiving your renewal confirmation by the renewal date.** Failure to provide your instructions could result in your policy and cover lapsing.

Should you need any assistance or wish to review our recommendation in anyway, please do contact the Community Team at Gallagher Insurance on 01483 462860 or via [community@ajg.com](mailto:community@ajg.com).

Yours sincerely,

**The Community Team**

Tel: 01483 462860

Email: [community@ajg.com](mailto:community@ajg.com)

*TALK TO US ABOUT:*

- Motor
- Engineering
- Cyber
- Professional Indemnity
- Associated Charities
- Village Hall Policies
- Anglican Church Policies
- Risk Management Solutions
- Event Coverage
- Terrorism

Enclosures	Action Required by You
Statement of Fact(s)	Information you have provided to us and on which your policy is based. Please review and advise us of any changes required.
Policy Schedule(s)	Please review and advise us immediately if there are any terms you are unable to comply with or do not understand.
Policy Summary(s)) Notice to Policyholder/Summary of Changes	An overview of the proposed cover including limits. Please read in conjunction with your policy and advise us immediately if there are any terms you are unable to comply with or do not understand.
Our Invoice	Please note payment terms.
Important Information	Please read and retain.
Our Terms of Business	Please read and retain.

## Our Service & Remuneration

The table below indicates 'how we are paid for our services'. Further information is available in our Initial Disclosure Document that can be located further on in this letter.

Policy Cover	Broker Fee	Commission	Admin Fee
AJG Community Schemes	x	✓	✓
Cyber Package	x	✓	x

# Important Information

Please read this section carefully **as it contains important terms and may require you to take action.**

## 1. Sums Insured and Under-Insurance (Average)

Please ensure you are insured for the full value of risk in accordance with the policy terms and conditions. We strongly recommend that you obtain professional valuations for reinstatement purposes of buildings, machinery and plant at regular intervals. Sums insured and limits of indemnity should be kept under review throughout the period of insurance.

It is important that you are NOT under-insured. Make sure you have insured your buildings for the full rebuilding cost including allowances for architects costs and site clearance, and your contents for their full replacement value as new items.

You must notify us if the full replacement value of your contents or full rebuilding cost of your buildings exceeds the amount shown on your schedule.

The insurer will only be able to settle claims at the percentage you are actually insured for. For example, if the value of your contents shown on your schedule only represents 70% of the full replacement value then the insurer will not pay more than 70% of your claim.

## 2. 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).

*The following examples provided are in addition to the main wording above and are to be used where appropriate:*

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.

### 3. Policy Terms, Conditions and Exclusions

Insurers may impose warranties and/or restrictive endorsements and where any of your policies are subject to a warranty, compliance is an absolute requirement at all times.

In addition to warranties (or in some instances, in place of) policies may contain "conditions precedent to liability". Failure to comply with a condition precedent may mean that the insurer will not be liable for any loss.

Please pay particular attention to any warranties and/or restrictive endorsements as failure to fully comply with any warranty/endorsement terms could suspend or invalidate the policy cover.

Similarly, policies also contain general conditions that apply to all policyholders; for example, 'Notification of Claims' and alteration in risk. You should familiarise yourself and comply with all conditions.

Full details of any warranties, terms, conditions and exclusions are contained within your policy wording and schedule. **For your protection, it is essential that you read your policies carefully to ensure you are familiar with all of the terms, warranties, conditions and exclusions.**

If at any time you are unable to comply with a warranty, condition precedent to liability, or any other policy terms, conditions, exclusions or insurers' requirements, please let us know immediately as the requirements imposed will continue to apply until insurers have accepted that you are compliant with policy terms and confirmed cover.

If you have any queries or questions regarding the policy term, conditions or exclusions please contact us immediately.

## 4. Administration Fees

Where we charge an administration fee in respect of the operational cost of setting up, administering or cancelling your policy, e.g. postage, stationery and licensing fees. The administration fee is not subject to Insurance Premium Tax and is separate to any other broker fee charged and/or commission earned for our services.

Activity	Annual premium under £4,500	Annual premium over £4,500	Annual premium over £20,000
New Business and Renewal administration fee	£50	£75	£0

## 5. Basis of our services

The services we provide are outlined in our **Terms of Business Agreement (TOBA)**. The detail of which is provided in Appendix 1 of this report. **Please read this carefully as we will provide our services in line with this.**

We act on an 'advised' basis which means that we will be making a personal recommendation of a specific insurance policy(ies) based on information you have given us around your particular requirements and circumstances. When acting on an 'advised' basis, we act as Agent of the Customer (that is to say, we represent the customer) in order to select appropriate cover(s) from different insurance markets.

## 6. 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/>

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 entering into this agreement in the course of your business, or as a charity, for charitable purposes and providing information on other individuals to us, for example your employees and/or any other party that would be covered under the insurance policy we may be placing or services we may provide to you, you shall ensure that individuals whose personal data you are providing to us have been provided with fair processing notices that are sufficient in scope and purpose, and that you have obtained all appropriate consents, where required, or are otherwise authorised, to transfer the personal data to us and enable us to use the personal data and process the personal data for the purposes of this agreement and as set forth in our Privacy Notice. You must not share personal data with us that is not necessary for us to offer, provide or administer our services to you.

## 7. Fraud Awareness

To help prevent fraud - before requesting your bank details to provide you with a refund by phone, we will always validate with you information that we hold on file; information that only you would know. This information could include your address or specific policy details. Any refund we provide will only be for one of three reasons:

- 1) overpaid funds
- 2) a reduction in your cover
- 3) cancellation

Arthur J. Gallagher Insurance Brokers Limited will never request sensitive information, such as, passwords, usernames or a mother's maiden name.

If you receive a phone call and are unsure it is from us, you can always call us to verify we are who we say we are. Please call your usual contact, or call us on the telephone number shown within this document.

## 8. Employers Liability Insurance – What you need to know

### Employers' Liability Insurance

Since 1st October 2008 Employers are allowed to display their employers' liability certificate in an electronic format, so long as it remains accessible by all employees.

Although the law no longer requires you to retain certificates, we strongly recommend that you continue to do so. We believe that it is in your own interest to retain copies. Where no records can be found, you will be responsible for payment of any claim, particularly in relation to so-called 'long-tail' industrial diseases such as deafness and asbestosis.

## 9. Making a Claim

### Step 1 Reporting a claim

- You will need to notify us as soon as possible after an incident, either by telephone on 02382 547123 or by email to [communityclaims@ajg.com](mailto:communityclaims@ajg.com).
- Alternatively out of hours in an emergency, you may also contact your insurer direct. You will find your insurer's claims line number within your policy document, as well as highlighted within your renewal pack.
- Delay in notifying your insurer of an incident or a claim can potentially prejudice your/your insurer's position and can cause difficulty with acceptance of your claim, either in part or in full.

- In the event of injury and/or damage to another party or their property, it is important that no admission of liability is made, as this may also prejudice your/your insurer's position. Any third party claim or correspondence should be immediately passed to your insurers, unanswered.
- Appropriate steps should be taken to minimise any further loss or damage, where possible. Please ensure to retain itemised invoices for any emergency works completed and take photos of the damage where possible
- When notifying a claim, it is important that you have the following key information available, which will help identify you and assist with data protection protocols, thereby reducing any potential delays in providing you with initial advice:
  - Policyholder's name
  - Policyholder's address and postcode
  - Policy number
- In order for us to give you the most accurate advice and guidance on the notification call, there are some key pieces of information that we will need to know:
  - What happened? When? Where?
  - What is the extent of the loss, damage, injury? Consider physical and financial/trading impacts.
  - What is the impact to you as the policyholder?
  - What is being done to help prevent further loss, damage or injury?
  - Who is the best person for insurers to liaise with, what is their relationship with the policyholder and what are their contact details?

It's understood that some of the information may only be indicative at the outset, but the more accurate the information provided, the more likely the advice given will meet your needs and also assist with the progress of your claim.

- Your insurer will advise of next steps, allocate a claims reference number and also provide detail as to who will be your contact throughout the claim.
- Where the services of other parties may be required, insurers will provide details as to who this will be and the services that they will provide.
- Examples include – loss adjuster on large or complex claims, Solicitors/Investigators on Liability issues or claims, Engineers/Approved Repairers on Motor claims insurers should also discuss and agree with you the best method and frequency of updates/next contact.

## Step 2 Claims Handling & Investigation

- In order to evaluate and progress any claim, insurers more often than not will require additional supporting documentation from you.
- Insurers should clearly articulate what they require from you and the reasons why. Typically this will be estimates or invoices and anything that may help them evaluate your claim against the policy coverage that you have in place.
- Delays and/or omissions can in some circumstances lead to issues with acceptance of a claim in part or in full. It is therefore important that you reply to any requests and supply the information required at your earliest opportunity, in order to assist with progressing your claim.
- Should you not understand or wish to query any request from your insurer or their agent, it is recommended that you call them at the earliest opportunity to discuss and seek clarity from them.
- Insurers will look to agree with you what the next steps may be relating to any repair, replacement, defence, or interim actions required.
- Interim payments can sometimes be agreed, particularly on large claims or where the claim creates cash-flow issues. Where appropriate you should ask insurers whether this is a possibility.



## Step 3 Conclusion/Resolution of Claim

- Once insurers have received sufficient supporting documentation and assessed them against the policy coverage in place, we will advise you regarding what a resolution of your claim may look like.
- Payments to be made (in part or in full) should be clearly explained by insurers, including their calculation.
- If for any reason the claim will not be met (in part or in full), insurers should clearly explain the reason why and provide evidence, where appropriate.
- Excess – Any settlement agreed will be subject to the deduction of the applicable policy excess. This can be verified by referring to your policy documents.
- VAT – If the policyholder is VAT registered or able to recover VAT for the costs claimed under their insurance policy, in the majority of situations the policyholder will be responsible for the VAT element of any invoice relating to the claim. This can include the VAT element of suppliers appointed by the insurer, such as solicitors costs.

## Exceptions - Assistance and Complaints

- Escalations and complaints regarding services provided by the insurer should, in the first instance, be directed to the appropriate insurers as soon as the issue arises or is identified.
- Each insurer will have a formal escalation and complaint protocol in place, the details of which will be contained within your policy wording, which should give you suitable guidance.
- If however you encounter any difficulties identifying the appropriate process and/or insurer contact details, you can contact our Claims Team on 02382 547123 or email [communityclaims@ajg.com](mailto:communityclaims@ajg.com), to assist you with ensuring that your issue or complaint reaches the appropriate insurer contact.

Examples of where we may be able to assist include:

- If you are having difficulty making contact with your insurer.
- Your insurers are unable to trace your policy.
- You require additional clarification regarding the claims process.
- Your insurers are failing to provide you with the appropriate level of service.



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Sutton Courtenay Parish Council  
44 Harrington Close  
Newbury  
RG14 2RQ

IF PAYING BY **DIRECT BANK TRANSFER** PLEASE CHECK BANK DETAILS BELOW AS THEY MAY HAVE CHANGED SINCE YOUR LAST INVOICE

## Pro-Forma Invoice

Client Ref: 1616373  
Policy Ref: 136600878  
Invoice Date: 27 August 2024

			Amounts (£)	Cost (£)
AJG Community Schemes	Hiscox Insurance Company Limited	Premium	2,428.67	2,770.11
	Contract No.: 8308467	Insurance Premium Tax	291.44	
	Term: 01/10/24 - 30/09/25	Total Fees	50.00	
TOTAL				2,770.11

Payment due on or before effective date.

If you would like to pay by credit/debit card please contact us on .  
Payments by **direct bank transfer** should be made to the following account, using reference - 1616373.

Bank: Lloyds Bank Plc  
Account Name: AJGIBL GBP CLIENT NST ACCOUNT  
Account Number: 19511668  
Sort Code: 30-80-12  
Swift BIC: LOYDGB21F09  
IBAN Number: GB30 LOYD 3080 1219 5116 68  
COMMENTS :

**FOR BANK TRANSFER PLEASE QUOTE REFERENCE ON YOUR PAYMENT AND EMAIL REMITTANCE DETAILS TO UK.Glasgow.AJGIBL.Remittances\_@ajg.com**



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# Terms of Business Agreement

**Arthur J. Gallagher Insurance Brokers Limited**

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## Scope and application

This agreement, together with any separate written agreement between you and Arthur J. Gallagher Insurance Brokers Limited ('AJGIBL'), sets out the terms on which we agree to act for you when we are instructed to provide services by you.

In this agreement 'we', 'us' and 'our' means AJGIBL. References to 'insurers' include insurers, underwriters, managing agents or, where applicable, reinsurers with whom we place business. As appropriate, references to 'insurance' or 'insured' include reinsurance and reinsured respectively. Additionally, any reference to 'policy' shall mean an insurance or reinsurance policy, as appropriate.

It is important that you read this agreement carefully as it contains details of our statutory and regulatory responsibilities and your contractual obligations, on which we intend to rely. If there is anything you do not understand in this agreement you should inform us otherwise we will assume you are providing your informed consent to this agreement.

### **We specifically draw your attention to the following sections:**

- a) What do we do?
- b) How are we paid for our services?
- c) How do we handle your money?
- d) Your obligations
- e) Conflicts of interest
- f) Complaints
- g) Limitation of Liability

Where your business is operated through an incorporated company, trust, limited liability partnership or partnership, we are entitled to assume that the recipient of this agreement has obtained authorisation or is entitled to consent to these terms on your behalf.

If you are a company or other body corporate, unless otherwise expressly stated in any separate written agreement between you and AJGIBL, you agree to and accept the terms of this agreement on your own behalf and on behalf of each of your group companies (where those group companies are receiving the benefit of our services). You will ensure that each of your group companies will act on the basis that it is a party to and bound by the agreement. All references in this agreement to 'you' and 'your' mean you and each of your group companies.

If you have instructed another insurance broker to deal with us on your behalf, we will assume unless told otherwise that the broker has full authority to agree the terms of this agreement with us and to deal with us on your behalf as your agent in relation to all matters covered by this agreement.

This agreement replaces any terms of business agreement that we may have previously agreed with you. If you have a separate service level agreement in place with us then the terms of that agreement must be read together with this agreement. In the event of a conflict, the terms of your service level agreement will take precedence over this agreement. We may change the terms of this agreement from time to time. This may be:

- a) to reflect changes in our services or in market practice
- b) to reflect legal or regulatory developments, or
- c) to improve the clarity of this agreement.

We will tell you if we have materially changed these terms for any of these reasons and, in any event we will inform you of such changes before your policy is due to renew.

This agreement replaces any terms of business agreement that we may have previously agreed with you. If you have a separate service level agreement in place with us then the terms of that agreement must be read together with this agreement. In the event of a conflict, the terms of your service level agreement will take precedence over this agreement.

We may change the terms of this agreement from time to time. This may be:

- d) to reflect changes in our services or in market practice
- e) to reflect legal or regulatory developments, or
- f) to improve the clarity of this agreement.

We will tell you if we have materially changed these terms for any of these reasons and, in any event we will inform you of such changes before your policy is due to renew.

We may also change the terms of this agreement for other reasons, but if we do, we will notify you in advance and you will have the right to terminate this agreement within 30 days of such notification.

## Who are we?

AJGIBL is a company incorporated and registered in Scotland with company number SC108909 whose registered office is at Spectrum Building, 55 Blythswood Street, Glasgow, G2 7AT. You can find out more about us at [www.ajg.com/uk/](http://www.ajg.com/uk/).

We are an insurance intermediary, risk management and consulting firm authorised and regulated by the Financial Conduct Authority ('FCA'). Our FCA firm reference number is 311786. We are permitted by the FCA to act as a general insurance intermediary, to arrange credit and collect payments. You can check these details by visiting the FCA's website ([www.fca.org.uk/register](http://www.fca.org.uk/register)) or by contacting the FCA on 0800 111 6768 (+44 20 7066 1000 from overseas).

## What do we do?

As an insurance intermediary, we usually act for you. We offer access to general insurance products and services provided by a wide range of UK and international insurers, including Lloyd's.

Our services include advising you on your insurance needs, arranging insurance policies with insurers in order to meet those needs, provide associated risk management services and any other insurance related services. We will also help you to make changes to your insurance policy if required and will remind you when your policy is due for renewal as appropriate. Unless your policy states otherwise, or we agree, we will provide you with assistance in submitting a claim and with obtaining reimbursement from insurers.

In certain circumstances, we may act for your insurer, for example, where we have delegated underwriting authority and/or claims settlement authority, or where we have entered into a managing general agency agreement with one or more insurers. In cases where we are acting on behalf of the insurer, we will be acting as their agent. Please see the section headed Conflicts of interest for more information about how we manage these arrangements.

We cannot arrange insurance for you until we have received complete instructions from you. Your insurance cover is not in place until we have confirmed it to you in writing or we have issued evidence of cover. Where we receive your instruction or a firm order after normal office hours, placement of your insurance will be subject to further confirmation by us as soon as reasonably possible the following business day.

We do not offer advice in relation to tax, accounting, regulatory or legal matters (including sanctions) and you should take separate advice as you consider necessary regarding such matters.

Additionally, when we are appointed to service insurance policies other than at their inception or renewal and which were originally arranged via another party, we shall not be liable during the current insurance period for any loss arising from any errors or omissions or gaps in your insurance cover or advice not supplied by us. Should you have any concerns in respect of a policy, which has been transferred to us, or if you require an immediate review of your insurance arrangements, you must notify us immediately. Otherwise we shall review your insurance arrangements and advise accordingly as each policy falls due for renewal.

## Which insurers do we use?

In finding an insurance solution that meets your demands and needs, we may either conduct a market analysis of potential insurers, or we may only consider a specific product from a single insurer, or products from a panel of insurers. In certain circumstances we may act for the insurers, or use services of other of our group companies - please see the "Conflicts of Interest" section.

We use publicly available information, including information produced by credit rating agencies, to identify insurers with whom we will consider placing your business. We do not guarantee the financial status of any insurer. You may require us to use an insurer that we would not ordinarily recommend due to their credit rating. In the event of an insurer experiencing financial difficulties, you may still have a liability to pay any outstanding premium and we are not responsible for any shortfall in amounts due to you in respect of any claims.

We are available to discuss with you any concerns you have with the insurer you have chosen for your insurance policy(ies).

## How are we paid for our services?

Payment in respect of a service that we provide to you in respect of any single contract of insurance may be made up of one or more of the following:

a fee paid by you; details of this, or the basis of calculation, will be declared to you in advance of this being incurred; brokerage/commission, which is a percentage of the total annual insurance premium paid by you and given to us by the insurers with whom we place your business; and administration charges, in addition to any insurance premiums, for administration of your policy, including amending and cancelling any policy: these apply on most placements (even where a) and / or b) apply), and details of these charges, will be provided to you in advance of them being incurred.

Please note that where we have not agreed a fee (a) payable by you in respect of any contract of insurance, our remuneration will be by way of commission (b). There may be instances where we have agreed a fee (a) with you, and for subsequent, additional policies, we also earn a commission. You will know when we agree the fee (a), which policies this applies to.

If we charge you a fee (a) in relation to any contract of insurance, and either also receive commission payments in respect of that contract of insurance, or will do so in relation to any subsequent contracts, then we will inform you of that fact prior to the fee being incurred.

Please note that for commission (b), we do not intend to earn commission from the taxation element of any insurance premium tax.

We may receive additional payments such as a profit share or profit commission from insurers, for instance, from insurers payable under a delegated underwriting authority or other facility or individual

contract in recognition of overall profitability. We may also earn income from arranging premium finance.

We may also earn income from insurers or other sources in other ways. For example, we may receive income from insurers for ancillary services provided solely on their behalf.

Upon request, we will be pleased to provide details of any income we are due or have received as a result of placing your business.

Unless we specifically agree otherwise, brokerage/commission and fees are earned when we arrange an insurance policy for you, or in the case of any other service when we commence providing that service to you.

However in respect of any payment made to us this will only be recognised as payment for the service when we have reconciled your payment. We will be entitled to retain all fees and brokerage in respect of the full period of contract(s) of insurance arranged by us including in circumstances where your policy has been terminated and your insurers have returned pro-rated net premium. Consistent with long established market practice, we will deduct our brokerage and other commissions from the premium once received.

If you decide to terminate our appointment in relation to policies we have placed on your behalf and where, (i) the policy or policies have not expired, and (ii) premium is due on the policy or those policies, we are entitled to any brokerage/commission originally due on the policy or policies and you will ensure the broker subsequently appointed to administer the policy or policies agrees and accepts to collect the brokerage/commission and remit to us in good time.

## How do we maintain your privacy?

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/>. 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 entering into this agreement in the course of your business, or as a charity, for charitable purposes and providing information on other individuals to us, for example your employees and/or any other party that would be covered under the insurance policy we may be placing or services we may provide to you, you shall ensure that individuals whose personal data you are providing to us have been provided with fair processing notices that are sufficient in scope and purpose, and that you have obtained all appropriate consents, where required, or are otherwise authorised, to transfer the personal data to us and enable us to use the personal data and process the personal data for the purposes of this agreement and as set forth in our Privacy Notice. You must not share personal data with us that is not necessary for us to offer, provide or administer our services to you.

## Confidential information

During the course of this agreement we shall both provide the other with information (other than personal information) and each party will treat information received from the other relating to this Agreement as confidential and will not disclose it to any other person not entitled to receive such information except as may be necessary to fulfil their respective obligations in relation to this agreement and except as may be required by applicable law or regulatory authority. For the avoidance of doubt, and always observing the requirement to ensure your information is held in a confidential manner, we shall be entitled to disclose such information relating to you (where necessary) to perform our obligations under this agreement, to insurers or reinsurers, actuaries, auditors, professional agents, advisers or other parties that we may require in order to provide our service to you. This section will not apply to information which was rightfully in the possession of a party prior to this agreement or which is already public knowledge/ becomes so at a future date (otherwise than as a result of a breach of this section) or which is trivial or obvious.

## How do we handle your money?

In our role as an intermediary between you and your insurers we may hold money:

- paid by you to be passed on to insurers
- paid to us by your insurers, to be passed on to you
- paid by you to us for our services, but which we have not yet reconciled.

For your protection, the way that we handle your money is designed to protect your interests in the event of our financial failure.

We may take payment from you when your policy next renews using payment card information you have shared with us and which we will retain. If we intend to do this, we will confirm this to you in your renewal invitation prior to your next policy renewal. You may opt-out of automatic renewal at any time by contacting us.

## Insurer Money (money we hold as agent of an insurer):

Where we have an agreement with your insurer to hold money as their agent, any premiums you pay to us are treated as having been received by the insurer as soon as they are received by us. Claims payments and/or premium refunds are treated as received by you when they are actually paid to you.

Where we receive monies as agent of your insurer, we can only deal with that money in accordance with the instructions of the insurer. This means that, for example, if you want us to return such monies to you, we can only do so with the agreement of the insurer.

## Client Money (money we hold as your agent):

Where we do not have an agreement with your insurer to hold money as their agent, we will hold premiums you pay to us as your agent. Money we receive from your insurer which is payable to you will be your property whilst we hold it.

We may also hold money as your agent where you have paid this to us in respect of our fee for a service, until such time as we have reconciled the payment against the relevant service.

Money we hold as your agent is referred to as 'Client Money'.

FCA rules require us to keep Client Money separate from our own money. We hold Client Money with an approved bank, segregated in a client account subject to a Non-Statutory Trust ('NST'). The aim of the NST is to protect you in the event of our financial failure. If such an account is held outside the United Kingdom, it may be subject to different laws and regulations, which may mean that the Client Money held in that account is not protected to the same extent as it would be if it were held in the United Kingdom, or at all. Please tell us if you do not wish us to hold any money for you in a particular jurisdiction.

We may use Client Money held in the NST on behalf of one client ('Client A') to pay another client's premium ('Client B') before we receive such premium from Client B. We may also make claims payments/ premium refunds to other clients before monies are received from the insurer. Although there may be occasions when we do this, it is not our policy to routinely cross-fund in this way. For the avoidance of doubt, we may not use Client Money to pay ourselves commissions before we receive the relevant premium from you.

We may invest Client Money held in the NST in accordance with FCA rules relating to Client Money. If we do invest money in this way, we will be responsible for meeting any shortfall in the value of the investments at the time of their realisation. Any interest or profits earned on Client Money held by us will be retained by us for our own use, rather than paid to you.

## Holding both insurer and Client Money

We may hold both insurer and Client Money together in the NST. When this happens, your interests as our client will continue to be protected.

## Payment to third parties:

We may transfer Client Money to another person, such as another broker or settlement agent, for the purpose of carrying out a transaction on your behalf through that person. This may include brokers and settlement agents outside the UK. The legal and regulatory regime applying to a broker or settlement agent outside the UK may be different from that of the UK. This means that, in the event of a failure of the broker or settlement agent, this money may be treated in a different manner from that which would apply if the money were held by a broker or settlement agent in the UK. You may notify us if you do not wish us to pass your money to a person in a particular jurisdiction.

We may also transfer Client Money to a professional services firm such as a loss adjuster, surveyor or valuer unless you instruct us otherwise.

## Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme ('FSCS'). You may be entitled to compensation from the FSCS if we cannot meet our financial obligations to you. This depends on the type of insurance contract that we have arranged for you, certain eligibility criteria and the circumstances of the claim.

Further details regarding the FSCS are available online at [www.fscs.org.uk](http://www.fscs.org.uk) or by calling 0800 678 1100 (+44 20 7741 4100 from overseas).

Separately, your insurer and/or you may be covered by a different compensation scheme.



## Your obligations

You will not instruct us to provide services which would cause us, nor use our services in any way, to violate applicable laws including without limitation bribery, anti-corruption, money laundering sanctions, or data protection laws.

You are required to make a fair presentation of the risk to an insurer which discloses every material circumstance which you know or ought to know relating to the risk to be insured. This includes information known by your senior management and those responsible for arranging your insurance as well as information which would reasonably have been revealed by a reasonable search of information available to you.

A circumstance is material if it would influence the judgment of a prudent insurer in determining whether to provide insurance for the risk and, if so, on what terms. Disclosure must be reasonably clear and accessible to a prudent insurer. Material representations of fact must be substantially correct and material representations of expectation/belief must be made in good faith. Failure to comply with the duty of fair presentation could mean that your policy of insurance is void or that insurers are not liable to pay all or part of your claim(s).

The above duty of disclosure is the applicable duty under the laws of England, Wales, Scotland and Northern Ireland. You may have different obligations if your policy of insurance is subject to a different law. As a minimum, we expect you to disclose your information in accordance with the duty set out above.

For certain types of insurance covers you may be required to complete and sign a proposal form or questionnaire. Take care to ensure that the information you provide is complete and accurate. Note that if you are aware of anything that you feel may be material to the proposed policy of insurance you should disclose it, even if there does not appear to be a question on the proposal form or questionnaire that covers the particular point. If you are in any doubt as to whether information is material, you should disclose it.

## Anti-bribery, corruption and financial crime

**You** agree that you will ensure that at all times you comply with all laws, statutes and regulations that apply to you relating to anti-bribery and corruption, including the UK Bribery Act 2010 and (if it applies to you or any of your group companies) the US Foreign and Corrupt Practices Act 1977. Accordingly, if you accept gifts or hospitality offered to you by us or any of our group of companies, we will deem the acceptance to be in accordance with any gifts & hospitality policy/ies you may have.

Please be aware that we are required to obtain adequate 'Know Your Client' information about you. In order to prevent bribery, corruption, fraud or other financial crime, we may take further steps, including notification to the relevant authorities, carrying out status and credit checks using credit reference agencies, and other screening background checking as appropriate.

Policies may include clauses on financial and trade sanctions, anti-money laundering and export controls; ('Sanctions'). How you comply with Sanctions is specific to your business: you should take legal advice where necessary and pay special attention to relevant policy clauses.

To comply with financial crime or Sanctions requirements, we may be prohibited from providing broking or risk consulting services, including placement and claims handling services; may be required to take actions such as freezing the funds in which parties subject to Sanctions have an interest; or may make regulatory notifications or licence applications as required or appropriate in accordance with Sanctions. Your insurers and other third parties we deal with, such as financial institutions, may also apply their own policies or restrictions.

You acknowledge and agree that we reserve the right to take steps to comply with financial crime or Sanctions (and we will not be liable to you for this or for similar steps taken by third parties).

You should advise us of all of the countries connected to the (re)insurance you require. We reserve the right not to perform obligations under this agreement to the extent that this would be contrary to our commercial risk appetite or where performance would be impracticable including because of bank policies restricting the processing of premiums, claims funds or fees related to such countries or related parties.

Please be aware that we are generally restricted from providing broking, claims handling or other services that relate to Cuba and Iran- including because of significant difficulties in processing payments and other commercial and reputational considerations.

## Your premium payment obligations

Insurers require you to pay premium at or before the start date of each policy, or as otherwise specified under the policy terms. You must pay all monies due in cleared funds in accordance with the amounts and on or before the dates specified in our invoice(s). If you do not make payment within that period, insurers may cancel your policy and may also require that you pay a premium in relation to the time that you have been on risk. It is therefore very important that you meet all payment dates.

Where you have instructed us to obtain insurance on your behalf, to the extent that we are required to meet your premium payment obligations, we reserve the right to recover those monies from you.

## Use of Premium Finance Companies:

You may be able to pay premium payments by instalments through a credit scheme operated by a third party premium finance company or insurer. Please note that we can only pay premium to insurers on your behalf once we have cleared funds from you or the premium finance company.

Please note that we do not recommend any particular credit provider. If you wish to pay premium by instalments, we are able to introduce you to credit providers (which may include a third party premium finance company or an insurer). There may be other credit providers (including insurers) able to offer better credit terms than those that made available to you by a party we have introduced you to.

Where you decide to enter into a credit scheme for the payment of premium, you will receive separate terms and conditions from the relevant premium finance company or insurer which will govern that arrangement. You agree that, in accordance with the terms of any such credit scheme or otherwise, we may instruct your insurer to cancel your policy if you are in default under the credit scheme and that any return premium or other payment due from the insurer may be applied to discharge your liability or liability we have assumed on your behalf under the credit scheme without further reference to you.



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## Your policy documents

You will receive written terms and conditions of any insurance policy we arrange for you. Please check these documents and advise us as soon as reasonably practicable if the terms of the cover arranged are not in accordance with your requirements. Please pay special attention to the claims notification provisions and to any warranties and conditions (including as to the payment of premium) as any failure to comply with these terms may invalidate your cover.

The documents relating to your insurance will confirm the basis of the cover from the relevant insurer(s) and provide their details and if applicable, the insurer's agent. It is therefore important that you keep all of your policy documents in a safe place. It is our current practice to retain client information for at least six years or such other period required under relevant law or regulations.

## Making a claim

Your insurance policy will usually require you to notify all claims and/or circumstances that may give rise to a claim as soon as possible. If you are unsure whether a matter needs to be notified please contact us and we will endeavor to assist you.

Where we have agreed to handle claims on your behalf, we will do so fairly and promptly. If we receive claims payments for you, we will remit them to you as soon as reasonably practicable after receipt.

As part of paying your claim, your insurer may require us to deduct the value of sums due (such as premiums or instalments under a credit scheme) before sending the balance of any claims payment to you.

We reserve the right to charge an additional or separate fee (based on the nature of the work and duration and agreed with you in advance) to negotiate a large or complex claim on your behalf.

## Conflicts of interest

Circumstances may arise where we have a conflict of interest between us (including our managers, employees or agents) or another of our group companies and you, or between you and another of our clients. We always aim to treat you fairly and avoid conflicts of interest. We never deliberately put ourselves in a position where our interests, or our duty to another party, prevent us from discharging our duty to you.

We may arrange insurance for you through another company in the Arthur J. Gallagher group which acts on behalf of one or more insurers. An example may include a placement with a separate underwriting team within Arthur J. Gallagher Insurance Brokers Limited, Pen Underwriting Limited or Arthur J. Gallagher UK Limited.

In arranging an insurance solution that meets your demands and needs, we will ensure that our duty to you does not conflict with the duties that an Arthur J. Gallagher group company owes to the insurers that it represents.

We may act as agent of an insurer under a delegated underwriting authority and/or delegated claims settlement authority. In these instances, where we act as your agent for your insurance needs we will always act in your best interests when arranging your policy.

As part of paying your claim, your insurer may require us to

We follow our own conflict management policies and procedures (for example, using information barriers). These are designed to prevent any conflicts of interest adversely affecting or compromising your interests. However, in some cases, where we cannot be reasonably confident that we can prevent the risk of damage to your interests, we will discuss this with you. If you have any concerns in relation to conflicts of interests, please contact us.

## Complaints

We value our relationship with you and we welcome feedback on the service you receive from us. Please tell us if you are dissatisfied with part of our service so that we can improve our products or services. Our aim is that you should benefit from a high quality service using our experience and breadth of insurance broking expertise. We always try to provide a high standard of service but if you ever have cause to complain, please do so by contacting your usual AJG representative by whatever means is convenient to you.

If you wish to deal with someone wholly independent of the branch or division that has been servicing your business, please contact:

Address: Complaints Management Team  
Spectrum Building 55 Blythswood Street Glasgow  
G2 7AT  
Email: [commercialcomplaintsuk@ajg.com](mailto:commercialcomplaintsuk@ajg.com)

We will acknowledge written complaints promptly. Our complaints procedure is available on request.

If you feel that we have not been able to resolve the matter to your satisfaction, after this process you may have the right (subject to eligibility) to refer your complaint to the Financial Ombudsman Service; this address is:

The Financial Ombudsman Service Exchange Tower  
London E14 9SR

Telephone: 0800 0234 567 (from landline)  
Telephone: 0300 123 9 123 (from mobile)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: <http://www.financial-ombudsman.org.uk>

Whether or not you make a complaint to us and/or refer your complaint to the Financial Ombudsman Service, your right to take legal action will not be affected.

## Other territories

Other territories may also offer complaints and dispute resolution arrangements that we are required to follow where we are held to be doing business there.

deduct the value of sums due (such as premiums or instalments under a credit scheme) before sending the balance of any claims payment to you.

## Right of set-off

If you are a business, we may at any time, without notice to you, set off any liability of yours to us against any liability of us to you, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this agreement.

If the liabilities to be set off are expressed in different currencies, we may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by us of our rights under this clause will not limit or affect any other rights or remedies available to us under this agreement or otherwise..

## Intellectual property rights

We (or our licensors) will retain all ownership, title, copyright and other intellectual property rights in all materials developed, designed or created by us before or during the provision of services to you including systems, methodologies, software, know-how and working papers. We will also retain all ownership, title, copyright and other intellectual property rights in all reports, written advice or other materials provided by us to you. We grant you a royalty - free licence to use those materials, but only for the purposes for which they were created under this agreement and only for as long as this agreement remains in force.

## Termination

Without prejudice to any rights that have accrued under this agreement or any other rights or remedies, either party may terminate the services contemplated under this agreement by giving not less than 30 days' notice in writing to the other.

If our appointment as your broker is terminated or not renewed, we reserve the right to charge an additional or separate fee, agreed with you in advance, for any ongoing services performed from the date on which our appointment terminates. The terms of this agreement will continue to apply in relation to those ongoing services.

Notwithstanding anything else contained in this agreement, we are not required to act for you, or to continue to act for you, if we reasonably consider that to do so would put us in breach of, or would expose us or our affiliates to fines, penalties or sanctions under, any laws, regulations or professional rules. In such circumstances, we will be entitled to terminate our existing relationship with you with immediate effect and will not be responsible or liable to you for any direct or indirect loss which you or any other party may suffer as a result.

## Cancellation of your policy

Your insurance contract may include a cancellation clause. For more details, please refer to your insurer's policy documents. If you wish to cancel a policy please let us know. If your policy is cancelled, the insurer will determine any return premium in relation to policies placed by us.

Please see the section above 'How are we paid for our services?' in relation to our rights to payment of brokerage/commission and fees in the event of policy termination.

## Currency conversion

We may have to convert funds to another currency in order to settle amounts due to insurers. If a repayment of funds is due to you or is requested by you after the currency is converted, then any such payment will be made in the currency to which the funds have been converted. Any shortfall arising from exchange differences remains your liability. If you pay a premium in a different currency or to a bank account in a different currency from that requested, we may, at our discretion, either return the funds to you or convert the money to the required currency. In the latter case, the converted funds will be applied against the amount due with any shortfall arising from exchange differences remaining your liability.

## Severability

The invalidity, illegality or unenforceability of any of the provisions of this agreement will not affect the validity, legality or enforceability of the remaining provisions in this agreement.

## Notices

If notice is given to us under or in connection with this agreement, except as expressly provided in this agreement, it must be in writing and sent to our registered address. We are entitled to give you a notice under or in connection with this agreement at your registered address (if a company or limited liability partnership) or at your last known address (in any other case).

## Third party rights

A person who is not party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term contained in this agreement.

## Circumstances outside of the parties' control

Neither party will be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In that event, the affected party will notify the other as soon as reasonably practicable

## Unexpected acts or events

Neither party will be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In that event, the affected party will notify the other as soon as reasonably practicable.

## Transfer of this agreement

Neither party can transfer their rights nor obligations under this agreement in whole or in part to anyone else, except that:

- a) we may transfer all or some of our rights and/or obligations to one or more other members of the Arthur J Gallagher group of companies; and
- b) either party may transfer all or some of our rights and/or obligations to someone else with the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

## **Governing law and jurisdiction**

The law of England and Wales will apply to this agreement

The parties irrevocably agree that the courts of England and Wales will have the necessary jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter.

# Pre Renewal Questionnaire

## Sutton Courtenay Parish Council

Renewal Date: 1st October 2024

Blenheim House  
1-2 Bridge Street  
Guildford  
GU1 4RY

Tel: 01483 462860

Email: [communityrenewals@ajg.com](mailto:communityrenewals@ajg.com)

Web: [www.ajg.com/uk](http://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/>. 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	07495 123 353
Email	info@suttoncourtenay-pc.gov.uk

## 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](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	25,000	
Employee Dishonesty	150,000	
Employers' Liability	10,000,000	
Key Person – (per week, up to a maximum of 2,500 per year)	No	£400
Legal Expenses	100,000	
Libel and Slander	500,000	
Money In Transit	1,000	
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		
Loss of Revenue	10,000	12 Months
Rent Payable		



## Premises

Premises Address	Existing Sums Insured (£)
Wall Village Cemetery, Old Wallingford Way, Sutton Courtenay, Abingdon, Oxfordshire, OX14 4AR	<del>27,558</del> 20,000

## Contents Cover

Material Damage Contents Cover	Existing Sums Insured (£)	
Office Contents - printers & ledgers	1,000	1,000
General Contents	0	
Outside Equipment	1,000	0
Street Furniture - benches, bins, shelters, SIDs	23,790	
Gates & Fences - play area & Recreation Ground	20,000	
War Memorial	<del>22,050</del>	30,000
Playground Equipment - inc. surfaces	<del>315,000</del>	320,000
Mowers and Machinery	0	
Sports Equipment - goal posts	6,000	
Other Surfaces - car park	10,000	
Natural Surfaces	0	
Specified All Risks - laptop	0	800
Civic Regalia	500	
<b>Total Contents</b>	<del>441,049</del>	

## 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 checked="" type="checkbox"/> | <input type="checkbox"/>            |
| • Derelict, empty, or disused buildings  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| • Firework or bonfire events   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| • Playgrounds  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| • River, lake, pond, or any other body of water  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| • Skate parks  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| • Zip wires  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| • Events with more than 1,000 in attendance at any one time  | <input type="checkbox"/>            | <input checked="" 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 checked="" type="checkbox"/> |

### Additional Information

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

**Pump track, skate park and play area located at the Old Wallingford Way Receration Ground.**

## 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:	<b>Jennie Currie</b> (Please Print name)	Position:	<b>Clerk &amp; RFO</b>
Signature:		Date:	<b>8-7-2024</b>
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"/>	none of these
• 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

Jennie Currie

Sutton Courtney Parish Council

7 August 2024

Dear Jennie

**Internal Audit 2024-25 - Terms of Engagement**

I am writing to confirm terms of engagement for the 24-25 financial year. April Skies Accounting Ltd is able to supply Mike Platten to act as internal auditor to Sutton Courtney Parish. April Skies Accounting is able to carry out the internal audit for the Council for 24-25 financial year at a cost of £400 plus travel from Farnham in Surrey. This covers the cost of:

- An interim audit, to be completed in November, December or January
- The year end audit, to be completed at the Council's convenience after 1 April and in time to permit the Council to approve the AGAR before 30 June.

For 24-25 April Skies Accounting will carry out an interim audit at all councils where we are engaged for internal audit services.

We are writing to confirm the terms of our appointment. This engagement letter sets out the basis on which we are engaged to act as internal auditors and our respective areas of responsibility.

**I. Responsibilities of the Council**

- I.1 The Council is responsible for ensuring that it maintains an adequate system of internal control, including measures designed to prevent and detect fraud and corruption. For clarity, responsibility for safeguarding the assets of the Council and for the prevention and detection of fraud, error and non-compliance with law or regulations rests with the Council.
- I.2 The Council is also responsible for ensuring that accounting statements are prepared in accordance with the requirements of accounting regulations applicable to parish councils.
- I.3 The Council should make available to internal audit, as and when required, all accounting records and all other relevant records and related information, including minutes of all meetings. We are entitled to obtain from the Council's members and employees any information or documentation we think necessary for the performance of our duties as internal auditors.

• 07958 990310

✉ [mike@aprilskies.co.uk](mailto:mike@aprilskies.co.uk)

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6 Uplands Road. Farnham GU9 8BP

- 1.4 We, as your internal auditors cannot absolve management of responsibility for internal controls and must ensure that we are not involved in the operation of controls or making management decisions as such activities may compromise our objectivity.

## 2. Responsibility of Internal Audit

- 2.1 It is our duty to complete and sign off section 4 of the Annual Return for Local Councils in England. We must report on the following assertions:

**Table 1 – Internal Control Objectives**

**Source:** *Annual Return for Local Councils in England*

A	Appropriate books of account have been kept properly throughout the year
B	The Council's financial regulations have been met, payments were supported by invoices, all expenditure was approved, and VAT was appropriately accounted for.
C	The Council assessed the significant risks to achieving its objectives and reviewed the adequacy of arrangements to manage these
D	The annual precept requirement resulted from an adequate budgetary process; progress against the budget was regularly monitored; and reserves were appropriate
E	Expected income was fully received, based on correct prices, properly recorded and promptly banked; and VAT was appropriately accounted for.
F	Petty cash payments were properly supported by receipts, all petty cash expenditure was approved, and VAT appropriately accounted for.
G	Salaries to employees and allowances to members were paid in accordance with council approvals, and PAYE and NI requirements were properly applied.
H	Asset and investments registers were complete and accurate and properly maintained.
I	Periodic and year-end bank account reconciliations were properly carried out.
J	Accounting statements prepared during the year were prepared on the correct accounting basis (receipts and payments or income and expenditure), agreed to the cash book, were supported by an adequate audit trail from underlying records, and where appropriate debtors and creditors were properly recorded.
K	Exemption from limited assurance review (smaller councils only)
L	Transparency Code (smaller councils' compliance)
M	Inspection - Council met responsibilities to allow public inspection of the accounts
N	Publication requirements AGAR
O	Trust funds (including charitable) The council met its responsibilities as a trustee.

2.2 We will carry out any audit testing we deem necessary to complete section 4 of the Annual Return for Local Councils in England. Internal Audit has a responsibility to report any evidence of what we judge to be material non-compliance with any of the assertions set out in table 1 above via the annual report.

2.3 We will also report to you in writing any areas where we judge your systems of internal control may need to be strengthened, on completion of our audit work.

### **3. Scope of Audit**

3.1 Our internal audit will be conducted in accordance with current practices and guidelines, specifically those set out in section 4 of "Government and Accountability for Local Councils - A Practitioners Guide."

3.2 The scope of our work is limited to completing the audit testing and enquiries we deem necessary to complete Section 4 of the Annual Report for Local Councils in England. We will not provide assurance over or accept responsibility for areas of work not included in this scope, unless specifically agreed with the Council in the course of the financial year.

3.3 In providing internal audit services we are not conducting a financial statement audit in accordance with standards and guidelines issued by the Audit Practices Board and our procedures are not designed to provide assurance over the reliability and quality of your financial statements and management information.

### **4. Communication**

4.1 We will contact you by email in order to confirm arrangements for the audit.

4.2 We will set out any matters arising from the audit in the following formats:

- by email, on conclusion of the audit, to enable discussion of recommendations
- a report will be issued by email, in time to enable you to complete the Annual Return

4.3 We will, of course, contact you regularly in the course of the financial year with regard to audit and other matters.

4.4 Our fees do not include attendance at meetings of the Council. If this is required, an additional charge will be incurred.

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**5. Electronic Publication**

- 5.1 Where audited financial information is published digitally by the Council, it is the responsibility of the Council to ensure that any such publication properly presents the financial information and auditor's report.
- 5.2 It is your responsibility to ensure there are controls in place to prevent or detect quickly any changes to electronically published information. The maintenance and integrity of electronically published information is the Council's responsibility, and we accept no responsibility for changes made to audited information after it is first posted.

**6. Limitation of liability**

- 6.1 The work carried out under the terms of this engagement letter is solely for the use of Sutton Courtney Parish. We neither owe nor accept any duty of care to any other third party.

**7. Competence**

- 7.1 April Skies Accounting Ltd provides the services of Mike Platten to Sutton Courtney Parish Council in respect of the above assignment. Mike Platten is a member of the Chartered Institute of Public Finance and Accountancy (CIPFA). CIPFA maintains a professional disciplinary scheme under which complaints of misconduct by CIPFA members will be investigated. The client has a right to refer to CIPFA any matters affecting professional conduct or competence.

**8. Continuity and Substitution**

- 8.1 April Skies Accounting Ltd may, with the prior written approval of the Client, appoint a suitably qualified and skilled substitute to perform the services instead of the individual, provided that the substitute shall be required to enter into direct undertakings with the Client, including with regard to confidentiality. If the Client accepts the substitute, the Consultant Company shall continue to invoice the Client and shall be responsible for the remuneration of the substitute.

**9. Insurance**

- 9.1 April Skies Accounting Limited holds professional indemnity insurance cover to a limit of £250K. The professional indemnity insurer is Simply Business Insurance. The certificate of insurance is attached.

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**10. Independence**

- 10.1 April Skies Accounting Ltd has no relationship with staff or Councillors of Sutton Courtney Parish Council, beyond that required to carry out a professional internal audit. Furthermore, in line with NALC guidance, April Skies Accounting Ltd will not take on any form of consultancy work with the Council.

**11. Period of engagement**

- 11.1 This letter is effective for accounting periods ending on or after 31-03-2025. Any matters arising in respect of prior periods will be dealt with in accordance with best practice.

**12. Fees**

- 12.1 We calculate our fees using a standard hourly rate plus expenses. Mileage will be charged at 45p mile. All other expenses will be charged at cost.
- 12.2 Invoices should be settled within 30 days of submission to the Council.
- 12.3 Our fee assumes a robust level of internal controls at the Council and documented procedures of a high standard. If additional work is required, this is charged at £65 per hour.

**13. Agreement of terms**

- 13.1 If, having considered the terms of this engagement letter, you conclude they are reasonable, and you wish to engage us on these terms, please let us have your written agreement to these arrangements by returning to us a signed copy of this engagement letter.

Yours faithfully



Mike Platten

April Skies Accounting Ltd

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**Sutton Courtney Parish Council agrees the appointment of April Skies Accounting Limited subject to the terms of this engagement letter.**

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

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## Certificate of Insurance

Issue date: 10 June 2024

Simply Business certifies that the information for April Skies Accounting Limited shown here is correct, as of the issue date above.

For full policy terms and conditions, please refer to the policy wording document.

Company name	April Skies Accounting Limited
Policy number	CHBS3589971XB
Trade/Business	Accountant
Professional indemnity	up to £250,000
Policy start date	01 July 2024
Policy end date	30 June 2025

A handwritten signature in black ink, appearing to read 'David Summers'.

David Summers  
Group CEO, Simply Business

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## Subscriptions 2025/26

From: info@oalc.org.uk

Sent: Tue, 20 Aug, 2024 at 17:50

To: info@suttoncourtenay-pc.gov.uk

[oalc\\_logo.jpg](#) (16.4 KB)

[OALC Subscription Vote October 2024.pdf](#) (44.8 KB) – [Download all](#)

Dear Jennie,

Thank you for being a member of OALC; a service that provides advice, information and training to its members. As you may be aware, OALC has only two sources of income, member subscriptions and training. Over the last few years OALC have been running at a loss (c. -£5k in 2023 and estimated to be the same again in 2024). We have been using reserves to continue to provide these services to our members but, this is clearly not a sustainable way of managing the association.

At our AGM held on the 15th July we discussed the position and had majority support from the attendees to make changes to the subscription in 2025/26 to bridge this gap.

This communication is to give you advance notice of this proposal which will be put to an online extraordinary general meeting on 7th October 2024 at 12 noon.

As a member body you will have one vote at this meeting, or you can return the attached postal vote which can either be scanned and sent back by email or sent in the traditional way. Your council will need to have discussed and resolved its position at a meeting in order to exercise this vote. Votes must be returned by 4pm on Friday 4th October.

This will give all members the opportunity to include the new subscription level in their budgeting process.

In terms of background, the [Office for National Statistics Consumer Price index](#) reported an annual average raise of 7.9% in 2022, 6.8% in 2023 (17.2%). OALC only raised their portion of the subscription\* by (7%) a 10% deficit.

\*The minimum payment threshold raised by 12% over the same time period so still a 5% deficit.

This year we are proposing a 7% increase to our portion of the subscriptions and are introducing new minimum payment thresholds as follows:

Less than 501 electorate your subscription will be £180 + VAT

Electorate of 501 to 750 your subscription will be £200 + VAT

Electorate of 751 to 1000 your subscription will be £250 + VAT

Electorate of over 1001 the standard calculation will apply. (24.11p per electorate which is made up of NALC 8.34p and OALC 15.77p) +VAT

Your subscription for 2025/26 will be based on the electorate figures obtained from the District/City Councils in January 2025.

If you have any questions or comments please do get in touch.

Kind regards

Lucy

Oxfordshire Association of Local Councils

Town Hall, Market Place, Wallingford, OX10 0EG

Your query may be answered by looking at our website [www.oalc.org.uk](http://www.oalc.org.uk)

Telephone –

Rachel Brown, Assistant County Officer,  
working days Monday – Thursday  
0774 694 3076

Lucy Dalby, County Officer,  
Working days Monday - Friday lunchtime 0751 936 7709

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