FAIR OAK & HORTON HEATH PARISH COUNCIL
2 Knowle Park Lane, Fair Oak, Eastleigh, SO50 7GL (023) 8069 2403
enquiries@fairoak-pc.gov.uk www.fairoak-pc.gov.uk
@fairoakandhortonheathparishcouncil fairoakandhortonheath

SUMMONS

13 October 2026

Dear Member

You are hereby summoned to attend a meeting of the FULL COUNCIL held on **Monday 19 October 2026 at 6.00 pm,** at the Parish Office, 2 Knowle Park Lane, Fair Oak.

Andy Lowe

Andy Lowe, Executive Officer

PUBLIC INFORMATION: Members of the public are welcome to attend this meeting. The seating capacity of our Conference Room for members of the public is limited under fire regulations to 22.

PUBLIC PARTICIPATION: Members of the public may speak in accordance with the Council's public participation scheme: (a) on items under the Council's remit which are not on the public agenda; and/or (b) on individual items on the public agenda, when the Chairman calls that item. Speeches may not exceed three minutes.

Anyone wishing to attend the meeting or speak in accordance with the Council's public participation scheme, should contact the Executive Officer by emailing execofficer@fairoak-pc.gov.uk no later than 12.00 noon on Friday 16 October 2026.

AGENDA

PART I – PUBLIC SESSION

APOLOGIES

1. DECLARATIONS OF INTEREST

To receive declarations of interest and dispensation requests.

2. MINUTES OF MEETING (PAPER A, PAGES 4-13)

a) To approve the minutes of the Council meeting held on 14 September 2026 as a correct record and

b) To note the delegated planning decisions week ending 11 & 25 September 2026

3. PUBLIC PARTICIPATION

To receive any public participation in accordance with the Council's public participation scheme.

4. CO-OPTION TO FILL COUNCILLOR VACANCY

To receive applications and consider the appointment of a councillor to fill the casual vacancy.

5. CHAIRMAN'S ANNOUNCEMENTS

6. EXECUTIVE OFFICER UPDATE

7. FINANCE REPORT (REPORT B, PAGES 14-22)

To consider the report of the Finance Officer and approve the BACS payments.

8. INTERNAL AUDITOR INDEPENDENCE

To confirm that the Internal Auditor appointed by Full Council in July 2024 continues to meet the independence requirements of the SAPPP Practitioners' Guide.

Recommendation:

That Council confirms that the Internal Auditor appointed by Full Council in July 2024 has no involvement in, or responsibility for, the financial decision-making, management or control of the authority, nor any role in the authority's financial controls or procedures, and that Council is satisfied that the Internal Auditor remains independent and impartial in accordance with the SAPPP Practitioners' Guide.

9. INSURANCE RENEWAL (REPORT C, PAGES 23-47)

To approve the finance regulations as recommended by the Finance Committee.

10. INFORMATION POLICY REVIEW (REPORT D, PAGES 48-55)

To approve the reviewed policy

11. ACCESS TO INFORMATION POLICY REVIEW (REPORT E, 56-63)

To approve the reviewed policy.

12. LYDIA ALFORD GRAVE MAINTENANCE & RECOGNITION

To consider the maintenance of Lydia Alford's grave and discuss whether any formal recognition should be given to her contribution during the Second World War.

13. CHRISTMAS CLOSURE HOURS

RECOMMENDED:

That the Parish Office closes at the end of business on Thursday 24 December 2026 and reopens on Monday 4 January 2027. The Council's two contractual mandatory Christmas closure days shall be applied on 29 and 30 December 2026, with employees required to take annual leave on 31 December 2026 where applicable

14. WORK PROGRAMME (REPORT F, PAGES 64-65)

To note the work programme and make any amendments as necessary.

15. EXCLUSION OF PUBLIC AND PRESS

At the conclusion of this part of the Agenda, the Chairman will move the following resolution: "That, under Section 1(2) of the Public Bodies Admissions to Meetings Act 1960, the public and the Press be excluded from the meeting for the following item of business on the grounds that it involves the likely disclosure of exempt information which would be prejudicial to the public interest by reason of its confidential nature"

16. STAFFING UPDATE (REPORT G)

to receive a staffing update from the Executive Officer.

COUNCILLORS

S Anderson
P Barrett
C Bird
S Broomfield
N Couldrey (Vice-Chair)
H Douglas (Chair)
K Forfar
T Higby
M Marsh
G Meech
D Scott
M Smith
G Stupple
B Tennent

Officers:

A Lowe (Executive Officer)
J Cahill (Finance Officer)
M Leadbitter-Allen (Deputy Exec Officer)

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Minutes of the Council Meeting
Held On Monday 14 September 2026 at 6.00 pm
at The Parish Office, 2 Knowle Park Lane, Fair Oak

PRESENT:

Councillors: Cllrs Broomfield, Couldrey (Chair), Forfar, Marsh, Meech, Smith, Stupple

Officers: Andy Lowe - Executive Officer, Jo Cahill – Finance Officer, Michelle Leadbitter-Allen - Deputy Executive Officer

APOLOGIES

Cllrs Anderson, Barrett, Bird, Douglas, Higby, Tennent

60. DECLARATIONS OF INTEREST

No Declarations of Interest were received at the meeting.

61. MINUTES OF MEETING

Cllrs reviewed the minutes of the previous meeting.

RESOLVED:

a) That the minutes of the Council meeting held on 29 July 2026 be signed by the Chair as a correct record; and

b) That the minutes of the Finance Committee meeting held on 28 July 2026 be noted;

c) That the delegated planning decisions for week ending 14 August be noted.

62. PUBLIC PARTICIPATION

A representative from Eastleigh Borough Council was present to deliver an update on Tree and Bee Public Art provision to members. There was also a member of the public present to observe the meeting.

63. PUBLIC ART PRESENTATION

Members received a presentation from Vicki Fear of Eastleigh Borough Council on the public art project, and revised proposals following the comments from Council Meeting in July 2026.

It was noted that the bug bench at Upper Barn Copse had previously been approved and required no further consideration. Members considered the proposed sculptural reeds, pollinator sculptures and bee-wing feature, and supported the associated biodiversity benefits and the inclusion of interpretation signage and QR codes explaining the link to the Bee and Tree Corridor project.

Members considered the proposed location of the bee-wing sculpture at the junction of Fair Oak Road and Eastleigh Road. Concerns were raised regarding the suitability of the site and possible driver distraction. The proposal was supported, subject to confirmation from the relevant highway authority that the location presented no road safety concerns.

Members emphasised that publicity should make clear that the project was funded through developer contributions.

RESOLVED:

a) That the proposed group of three sculptural reeds at Dean Road Green Space and a further one sculptural reed at Horton Heath Community Centre be approved;

b) That the installation of the bee-wing sculpture at the junction of Fair Oak Road and Eastleigh Road be approved, subject to confirmation from Hampshire Highways that the proposed location presented no road safety concerns;

c) That interpretation signage and QR codes be included within the project; and

d) That officers continue to work with Eastleigh Borough Council to deliver the approved public art installations.

During discussion of the Tree and Bee Corridor public art proposals, Councillors highlighted the importance of artwork that is both attractive and practical. Members cited the shade structures at Fleming Park as a positive example and suggested exploring similar shade provision at the Splashpad, where additional cover would be beneficial.

Action: Executive Officer to investigate potential shade provision for the Splashpad area.

64. CHAIRMAN'S ANNOUNCEMENTS

The Chair reported that a casual vacancy had arisen following the departure of Cllr Chivuchi. The statutory notice of vacancy had been published, and confirmation was awaited from Eastleigh Borough Council as to whether a by-election had been requested. If no by-election had been requested, the vacancy would be advertised for co-option from 23 September 2026, with an appointment to be considered by the Council at its October 2026 meeting.

65. EXECUTIVE OFFICER'S UPDATE

Members noted that there was no substantive update regarding Local Government Reorganisation at the present time

The Council noted that the Operations Team had successfully maintained the majority of the Parish hanging baskets throughout the summer and had now transitioned to autumn and winter duties, including hedge maintenance, grass cutting and seasonal sports pitch preparations.

Members noted the successful completion of the Cemetery Path project and received an update on the ongoing Knowle Park Masterplan, New Century Park path resurfacing works and the proposed refurbishment of the Knowle Park Skate Park.

The Council further noted that a number of community engagement activities had taken place throughout the summer, including volunteer sessions at Knowle Park, biodiversity monitoring activities and bat walks. Councillors were also reminded that the Parish Community Grants Scheme remained open for applications.

Members were advised that the Men's First Team of Fair Oak Cricket Club had secured promotion following a successful season. The outgoing Chair of Fair Oak Cricket Club had written to the Parish Council to express appreciation for the longstanding partnership between the Club and the Council and to thank councillors and officers for their continued support. The Executive Officer noted that the achievement reflected the strong working relationship between the organisations and the high standard of grounds maintenance delivered by the Operations Team.

The Chairman recorded the Council's congratulations to Fair Oak Cricket Club on its promotion and thanked the Operations Officer and Operations Team for their continued support of Parish facilities and events, including their assistance with the Community Library’s fith anniversary celebrations.

66. FINANCE REPORT

The Council considered the report of the Finance Officer.

RESOLVED:

a) That the contents of the report be noted; and

b) That the BACS payments be approved.

Action: Responsible Finance Officer

67. CONCLUSION OF AUDIT

The Finance Officer reported that the external auditor had noted that the independence of the internal auditor appointment should be formally recorded in the Full Council minutes when appointed.

RESOLVED:

That the Conclusion of Audit be noted.

68. PLANNING APPLICATION

The Council considered Hampshire County Council’s planning application for the creation of an external play area and the installation of a replacement modular classroom on an area of grass used

for informal play at Fair Oak Junior School, within the wider Wyvern Technology College site on Botley Road.

RESOLVED:

That the planning application be supported.

Action: Deputy Executive Officer

69. STREET NAME PROPOSAL FOR KNOWLE LANE DEVELOPMENT

Members considered the street naming consultation received from Eastleigh Borough Council for the Knowle Lane development and the proposed names **Woodland View** and **Woodland Barns**.

RESOLVED:

That Eastleigh Borough Council be advised that the Parish Council chose the name **Woodland Barns** from the available options.

Action: Executive Officer

70. EMPLOYEE HANDBOOK REVIEW

Members considered the recommended amendments to the Employee Handbook, proposed by the Council's HR consultant to reflect changes in employment legislation.

RESOLVED:

That the changes to the Employee Handbook be noted.

Action: Deputy Executive Officer

71. CEMETERY RULES, REGULATIONS & FEE REVIEW

Members considered the recommended amendments to the Cemetery Rules and Regulations and it was;

RESOLVED:

a) That the revised Cemetery Rules and Regulations and supporting application documents be approved, including the proposed 18-inch wedge-style or flat tablet memorial for cremated remains within an existing burial plot.

b) That the additional fees for direct or family-arranged interments set out in the report be approved and added to the Fees and Charges Register for annual review.

c) That, in exceptional circumstances, an interment after 12 noon on a Saturday be permitted at officer discretion, subject to contractor availability.

d) That authority be delegated to the Deputy Executive Officer, as Cemeteries Officer, to implement the changes, finalise the documents, update the Fees and Charges Register and make minor non-substantive amendments before publication.

Action: Deputy Executive Officer

72. DATA PROTECTION COMPLAINT POLICY

Members considered the Data Protection Complaint Policy provided by Peninsula, the Council's HR consultants.

RESOLVED:

That the Data Protection Complaint Policy be approved, subject to replacing the Executive Officer's name with the job title.

Action: Deputy Executive Officer

73. AI POLICY

Members considered the proposed Artificial Intelligence Use Policy Addendum to the Information Technology Policy. The Deputy Executive Officer advised that, whilst the Council already had an Information Technology Policy, the increasing use of Microsoft 365 Copilot required a short addendum to define approved use, protect personal and confidential information, require human oversight and establish a clear governance and audit trail for AI-related risks.

The Deputy Executive Officer reported amendments requested by Councillor Bird. Members agreed that the policy should be amended to clarify that personal details must not be included in AI prompts unless expressly authorised by an appropriate officer. Where the use of personal data is considered necessary, prior approval must be obtained from one of the Council's Information Governance Leads. Members further noted that any inadvertent disclosure of personal data through the use of AI would be treated as a data breach and managed in accordance with the Council's GDPR breach reporting procedures.

Members also considered a request to amend the transparency statement to require a named officer to review, verify and approve AI-assisted content before use. Officers advised that assigning this responsibility to a specific named officer for every instance of AI use would be disproportionate and impractical. Members accepted the officer recommendation that assurance should instead be provided through staff training, individual responsibility for reviewing and checking AI-assisted work before use, and management oversight through escalation and spot checks where appropriate.

Members noted that only Microsoft 365 Copilot was approved for Council business and discussed the importance of exercising caution when using external AI platforms due to potential data protection and information governance risks.

RESOLVED:

a) That the Artificial Intelligence Use Policy be adopted as an addendum to the Information Technology Policy.

b) That the Deputy Executive Officer be authorised to make minor operational amendments where needed to reflect changes in legislation, guidance, Microsoft 365 functionality or Council working practices.

c) That the addendum be reviewed alongside the Information Technology Policy, or sooner if AI use, data protection requirements or cyber security risks change significantly, and

FURTHER RESOLVED:

d) That the policy be amended to state that personal details must not be included in AI prompts unless expressly authorised by an appropriate officer and, where personal data is considered necessary, prior approval must be obtained from one of the Council's Information Governance Leads.

e) That any inadvertent disclosure of personal data through the use of AI be treated as a data breach and managed in accordance with the Council's GDPR breach reporting procedures.

f) That the transparency statement be amended to require AI-assisted content to be reviewed, verified and approved before use, with assurance provided through staff training, individual responsibility, and management oversight through escalation and spot checks by the Council's Information Governance Leads where appropriate.

Action: Deputy Executive Officer

74. ACCESSIBILITY STATEMENT

The councilors considered the revisions to the Accessibility Statement and

RESOLVED

That the amended Accessibility Statement be agreed

75. PRIVACY STATEMENT

The councilors considered the revisions to the Privacy Statement and

RESOLVED

That the amended Accessibility Statement be agreed

76. WORK PROGRAMME

The Council reviewed the Work Programme.

RESOLVED:

That the Work Programme be noted and

FURTHER RESOLVED:

That an item be added to October Full Council agenda to consider the maintenance of Lydia Alford's grave and discuss the appropriate recognition of her contribution during the Second World War.

Action: Executive Officer / Deputy Executive Officer

Add agenda item to October Full Council meeting

Meeting Closed: 7.10 pm

Signature: ..... Chair

Date: .....

PLANNING APPLICATIONS W/E FRIDAY 11 SEPTEMBER

Please send all comments to me by **Thursday 17 September 2026**

Please refer to the Material Considerations when making any comment.

Further information is also available on the Eastleigh Borough Council's web site www.eastleigh.gov.uk

Application No: F/26/100843
Address: HALL LANDS FARM, HALL LANDS LANE, FAIR OAK, EASTLEIGH, SO50 7EF
Description: Extension to existing hay barn for additional hay storage purposes, and conversion of an existing agricultural barn for use as a tied agricultural or equestrian dwelling for farm succession purposes.
Planning Specialist Contact Details
Email: katie.lasham@eastleigh.gov.uk
(18/09/26)

No comment

Application No: T/26/101968
Address: CHIMNEYS, BOTLEY ROAD, FAIR OAK, EASTLEIGH, SO50 7AN
Description: 1 No. Oak (T1) - Crown lift to 4m above ground level. Removing the stub towards the property to the growth point nearest the main stem and secondary branches on other laterals to 4m above ground level. Works are to ensure a good/safe clearance is maintained.
Planning Specialist Contact Details
Email: trees@eastleigh.gov.uk
(18/09/26)

No comment

Application No: X/26/101888
Address: 25 MORTIMERS LANE, FAIR OAK, EASTLEIGH, SO50 7BH
Description: Variation of condition 2 (plans) to amend the position of the garage of planning application F/14/75682 for 'First floor rear extension, conversion of existing garage, attached carport at side and detached garage at rear'.
Planning Specialist Contact Details
Email: rachael.morris@eastleigh.gov.uk

Note: The application references the original planning application, F/14/75682, submitted in 2015, the Council raised no objection to that application.

(17/09/26)

No comment

Application No: CS/26/101980
Address: WYVERN TECHNOLOGY COLLEGE, BOTLEY ROAD, FAIR OAK, EASTLEIGH, SO50 7AN
Description: HCC consultation request: Creation of an external play area for replacement modular classroom on an area of grass currently used for informal play
Planning Specialist Contact Details
Email: rachael.morris@eastleigh.gov.uk
(17/09/26)

No comment

PLANNING APPLICATIONS W/E FRIDAY 25 SEPTEMBER

Please send all comments to me by **Thursday 1 October 2026**

Please refer to the Material Considerations when making any comment.

Further information is also available on the Eastleigh Borough Council's web site www.eastleigh.gov.uk

Application No: H/26/102030
Address: WOODPECKERS, BLIND LANE, HORTON HEATH, EASTLEIGH, SO30 2HJ

Description: Two storey side extension to form granny annexe and erection of detached garage to front garden.

Planning Specialist Contact Details
Email: charlie.vallis@eastleigh.gov.uk

(02/10/26)

No Comment

Application No: H/26/102067
Address: 35 MORTIMERS LANE, FAIR OAK, EASTLEIGH, SO50 7BH

Description: Single storey rear extension, internal reorganisation, part conversion of the garage and additional door to the eastern elevation.

Planning Specialist Contact Details
Email: gina.aftanas@eastleigh.gov.uk

(13/10/26)

No Comment

B

FULL COUNCIL – 19 OCTOBER 2026

MONTHLY FINANCIAL REPORT

1 RECOMMENDATIONS

1.1 That the Council notes the contents of the report and approves the BACS payments as set out in Appendix 1.

2 FINANCE POSITION

2.1 The total cash held across all bank accounts as of 30th September is £869,786

3 TRANSACTIONS

3.1 The total receipts credited to the Council's Current Account during September amounted to £629,015. This included the second instalment of the Council's precept from Eastleigh Borough Council (£495,600), together with combined contributions of £18,016 from Eastleigh Borough Council and Hampshire County Council towards the cemetery pathway.

3.2 The total payments made from the Council's Current Account during September amounted to £162,478 (see attached for a full breakdown). This includes a payment of £81,620 to 3 counties for the cemetery pathway.

3.3 The total BACS invoice payments outstanding is £12,570

4 FINANCIAL IMPLICATIONS

4.1 The Council must keep a regular review of the progress against all budget headings to ensure unnecessary overspending. The Council reviews its spending monthly via a report from the Responsible Finance Officer and undertakes detailed quarterly financial monitoring reports to the Finance Committee to scrutinise.

5 CLIMATE/CRIME & DISORDER IMPLICATIONS

5.1 None directly arising from this report.

6 EQUALITY & DIVERSITY IMPLICATIONS

6.1 None directly arising from this report.

7 CONCLUSION

7.1 As per the financial position reported, Council members should note the contents of the report and agree the BACs payments for signing as per the bank mandate.

8 FOR FURTHER INFORMATION CONTACT:

Jo Cahill, Responsible Finance Officer
Email Jo at finance@fairoak-pc.gov.uk

Appendix 1

Fair Oak & Horton Heath Parish Council

Bank - Cash and Investment Reconciliation as at 30 September 2026

Confirmed Bank & Investment Balances

Bank Statement Balances

30/09/2026	Current Account	539,634.75	
30/09/2026	Premier Account	88,428.57	
30/09/2026	Public Sector Deposit Fund	241,722.79	
30/09/2026	Petty Cash	0.00	
			869,786.11

Receipts not on Bank Statement

	0.00
Closing Balance	**869,786.11**

All Cash & Bank Accounts

1	Current Account	539,634.75
2	Premier Account	88,428.57
3	Public Sector Deposit Fund	241,722.79
4	Petty Cash	0.00
	Other Cash & Bank Balances	0.00
	Total Cash & Bank Balances	**869,786.11**

Receipts for Month 6 — **Nominal Ledger Analysis**

Receipt Ref	Name of Payer	£ Amnt Received	£ Debtors	£ VAT	A/c	Centre	£ Amount	Transaction Detail
	Balance Brought Fwd :	**73,097.50**					**73,097.50**	
	Banked: **01/09/2026**	**-47.60**						
	Mrs A	-47.60			1500	500	-47.60	Allotment refund
	Banked: **01/09/2026**	**9.36**						
	tennis	9.36			1550	100	9.36	tennis
	Banked: **01/09/2026**	**895.00**						
	BURIAL	895.00			1520	510	895.00	BURIAL
	Banked: **01/09/2026**	**84.00**						
	Mrs G	84.00			1200	250	84.00	Hall hire
	Banked: **02/09/2026**	**105.00**						
	Mr C	105.00			1200	250	105.00	Hall hire
	Banked: **02/09/2026**	**45.00**						
	Sales Recpts Page 984	45.00	45.00		100			Sales Recpts Page 984
	Banked: **02/09/2026**	**35.00**						
	Sales Recpts Page 985	35.00	35.00		100			Sales Recpts Page 985
	Banked: **02/09/2026**	**45.00**						
	Mrs A	45.00		7.50	1200	230	37.50	Hall hire
	Banked: **03/09/2026**	**100,000.00**						
trans	Premier Account	100,000.00			210		100,000.00	transfer
	Banked: **05/09/2026**	**283.50**						
	Sales Recpts Page 986	283.50	283.50		100			Sales Recpts Page 986
	Banked: **07/09/2026**	**410.00**						
	BURIAL	410.00			1520	510	410.00	BURIAL
	Banked: **07/09/2026**	**150.00**						
	Mrs S	150.00		25.00	1200	230	125.00	Hall hire
	Banked: **07/09/2026**	**357.00**						
	Sales Recpts Page 987	357.00	357.00		100			Sales Recpts Page 987
	Banked: **08/09/2026**	**24.00**						
	Mr L	24.00		4.00	1200	230	20.00	Hall hire
	Banked: **08/09/2026**	**84.00**						
	Mr R	84.00		14.00	1200	230	70.00	Hall hire
	Banked: **09/09/2026**	**157.50**						
	Sales Recpts Page 988	157.50	157.50		100			Sales Recpts Page 988
	Banked: **10/09/2026**	**9.36**						
	tennis	9.36			1550	100	9.36	tennis
	Banked: **10/09/2026**	**741.00**						
	The Fountain Cafe	741.00			1900	100	741.00	water usage - Cafe
	Banked: **15/09/2026**	**84.00**						

Continued on Page 2

Receipts for Month 6 — **Nominal Ledger Analysis**

Receipt Ref	Name of Payer	£ Amnt Received	£ Debtors	£ VAT	A/c	Centre	£ Amount	Transaction Detail
	Mrs H	84.00		14.00	1200	230	70.00	Hall hire
	Banked: **16/09/2026** **13,230.41**							
	Hampshire County Council	13,230.41			1900	100	13,230.41	funding cemetery path
	Banked: **16/09/2026** **275.58**							
	Sales Recpts Page 989	275.58	275.58		100			Sales Recpts Page 989
	Banked: **16/09/2026** **28.00**							
	Mrs S	28.00			1200	250	28.00	Hall hire
	Banked: **16/09/2026** **1,002.00**							
	Mrs R	1,002.00			1520	510	1,002.00	Burial
	Banked: **17/09/2026** **4,786.49**							
	EBC	4,786.49			1900	100	4,786.49	contribution towards Path
	Banked: **18/09/2026** **183.75**							
	Sales Recpts Page 990	183.75	183.75		100			Sales Recpts Page 990
	Banked: **21/09/2026** **47.01**							
	tennis	47.01			1550	100	47.01	tennis
	Banked: **21/09/2026** **72.00**							
	Mr H	72.00			1200	250	72.00	Hall hire
	Banked: **23/09/2026** **689.00**							
	Mrs J	689.00			1520	510	689.00	Bural
	Banked: **23/09/2026** **32.00**							
	Mr C	32.00			1500	500	32.00	Allotment a5
	Banked: **23/09/2026** **63.00**							
	Mr P	63.00			1500	500	63.00	allotment b9
	Banked: **23/09/2026** **63.00**							
	Mr W	63.00			1500	500	63.00	Allotment C3
	Banked: **23/09/2026** **32.00**							
	Mr M	32.00			1500	500	32.00	Allotment a2
	Banked: **23/09/2026** **36.00**							
	Mrs M	36.00			1500	500	36.00	Allotment b16
	Banked: **24/09/2026** **63.00**							
	Mr G	63.00			1500	500	63.00	Allotment c11
	Banked: **24/09/2026** **63.00**							
	Mr S	63.00			1500	500	63.00	Allotment A4
	Banked: **24/09/2026** **63.00**							
	Mr P	63.00			1500	500	63.00	Allotment B11
	Banked: **24/09/2026** **224.00**							
	Mrs M	224.00			1200	250	224.00	Hall hire

Continued on Page 3

Receipts for Month 6 — **Nominal Ledger Analysis**

Receipt Ref	Name of Payer	£ Amnt Received	£ Debtors	£ VAT	A/c	Centre	£ Amount	Transaction Detail
	Banked: **25/09/2026**	**495,600.00**						
	EBC	495,600.00			1076	100	495,600.00	2nd Half Precept
	Banked: **29/09/2026**	**7,098.00**						
	Sales Recpts Page 991	7,098.00	7,098.00		100			Sales Recpts Page 991
	Banked: **30/09/2026**	**1,080.00**						
	Sales Recpts Page 992	1,080.00	1,080.00		100			Sales Recpts Page 992
	Banked: **30/09/2026**	**772.00**						
	Allotments	772.00			1500	500	772.00	Allotments
	Banked: **30/09/2026**	**41.00**						
	Mrs K	41.00			1500	500	41.00	Allotments
	Total Receipts for Month	629,015.36	9,515.33	64.50			619,435.53	
	Cashbook Totals	702,112.86	9,515.33	64.50			692,533.03	

Continued on Page 4

Payments for Month 6 | **Nominal Ledger Analysis**

Date	Payee Name	Reference	£ Total Amnt	£ Creditors	£ VAT	A/c	Centre	£ Amount	Transaction Detail
01/09/2026	Civically	DD	309.60		51.60	4133	110	258.00	Civically
01/09/2026	BT	DD	5.62		0.94	4120	110	4.68	tel and broadband
01/09/2026	H3G	BACS	26.26		4.38	5006	900	21.88	Mobile phone
						317	0	-21.88	Mobile phone
						6000	900	21.88	Mobile phone
02/09/2026	screwfix	DD	35.99		6.00	4540	290	29.99	materials
02/09/2026	SLCC	BILL	442.00			4105	110	442.00	SLCC Membership (AL)
02/09/2026	Arundel Fire and securit	BILL	886.20		147.70	4425	250	178.20	fire alarms and emergency ligh
						4425	150	198.00	fire alarms and emergency ligh
						4425	230	362.30	fire alarms and emergency ligh
02/09/2026	Agri Gem	VISA	960.00		160.00	4575	300	800.00	Cricket loam
03/09/2026	British gas	DD	45.00		7.50	4400	150	37.50	gas PO
03/09/2026	British Gas	DD	-45.00		-7.50	4400	150	-37.50	Correction
03/09/2026	British Gas	DD	60.09		10.02	4400	150	50.07	gas - PO
03/09/2026	Section 23	BILL	627.00			4635	310	627.00	Security
03/09/2026	One com	BILL	754.31		125.72	4133	110	628.59	365 backup,support
04/09/2026	slcc	VISA	92.40			4105	110	92.40	Training
04/09/2026	SLCC	VISA	349.20			4105	110	349.20	SLCC Membership (MLA)
07/09/2026	Allstar	DD	564.46		94.08	4305	210	470.38	Fuel
07/09/2026	British Gas	DD	92.81		15.47	4400	240	77.34	gas Pavilion
07/09/2026	wix	VISA	26.28		4.38	4133	110	21.90	website
08/09/2026	Peninsula	DD	28.31		4.72	4030	110	23.59	Employer EAP
08/09/2026	Mr C	BILL	32.95			4540	290	32.95	Material - reimbursement
08/09/2026	Rialtas	BILL	347.00		57.83	4133	110	289.17	user set up
08/09/2026	Agri - Gem	VISA	802.01		133.67	4575	300	668.34	Cricket loam
09/09/2026	Octopus	DD	115.75		19.29	4405	150	96.46	Electrcity - PO
09/09/2026	amazon	VISA	139.96			4540	290	139.96	Fence Barrier
09/09/2026	amazon	VISA	24.98			5006	900	24.98	stakes
						317	0	-24.98	stakes
						6000	900	24.98	stakes
10/09/2026	Octopus energy	DD	115.51		19.25	4405	230	96.26	electricity -woodlands
10/09/2026	Octopus energy	DD	242.41		40.40	4405	240	202.01	Electricity
10/09/2026	Octopus energy	DD	53.55		8.92	4405	150	44.63	Electricity - PO
10/09/2026	Scottish water	DD	385.41			4400	150	385.41	water - PO
10/09/2026	Scottish water	DD	203.69			4400	250	203.69	water -HH
11/09/2026	Octopus energy	DD	59.45		9.91	4400	240	49.54	Electricity
15/09/2026	ACELIFTAWAY	118842	132.85	132.85		500			Allotment toilets
15/09/2026	Acol cleaning	118843	2,341.97	2,341.97		500			contract cleaning
15/09/2026	APPLETON SIGNS	118844	433.66	433.66		500			signs - benches
15/09/2026	ARCO	118845	12.50	12.50		500			Work gloves
15/09/2026	CIA FIRECARE AND SECURITY	118846	947.18	947.18		500			Tennis access gate
15/09/2026	CWM AGGREGATES	118847	259.20	259.20		500			Path gravel
15/09/2026	PADWICK GLASS	118848	5,280.00	5,280.00		500			Exit doors -cafe
15/09/2026	PAUL FREEMAN TREE SERVICES	118849	2,114.40	2,114.40		500			Treework - st Thomas
15/09/2026	SMART MARKETING	118850	78.00	78.00		500			marketing support
15/09/2026	TUDOR	118851	203.16	203.16		500			Secateurs
15/09/2026	Arundel	BILL	297.00		49.50	4425	150	247.50	fire alarm maintanance

Continued on Page 5

Payments for Month 6 | **Nominal Ledger Analysis**

Date	Payee Name	Reference	£ Total Amnt	£ Creditors	£ VAT	A/c	Centre	£ Amount	Transaction Detail
15/09/2026	payroll	BILL	29,757.75			4000	110	2,841.86	payroll
						316	0	-2,841.86	payroll
						6000	110	2,841.86	payroll
						4000	110	26,915.89	payroll
15/09/2026	amazon	VISA	209.94			4595	310	209.94	Fencing
16/09/2026	Peninsula	DD	408.15		68.02	4030	110	340.13	employer services
16/09/2026	hmrc	BILL	6,217.37			4000	110	6,217.37	pensions
16/09/2026	pensions	BILL	9,304.17			4010	110	9,304.17	Hants pensions
16/09/2026	The glove store	VSA	46.44		7.74	4110	110	38.70	workwear
16/09/2026	slcc	VISA	140.40		23.40	4105	110	117.00	allotment training
16/09/2026	amazon	VISA	22.99			4080	110	22.99	stationary
16/09/2026	Premier Account	3 counties	81,620.28			210		81,620.28	3 counties cemetery path
17/09/2026	sage payroll	DD	56.40		9.40	4132	110	47.00	sage payroll
17/09/2026	Peninsula	DD	44.69		7.45	4030	110	37.24	employer EAP
17/09/2026	SLCC	BACS	140.40		23.40	4105	110	117.00	Training SLCC
17/09/2026	BDO	BILL	2,016.00		336.00	4060	110	1,680.00	Year end external audit
17/09/2026	adobe	VISA	16.64		2.77	4132	110	13.87	adobe
17/09/2026	Co op	VISA	6.35			4100	110	6.35	Meeting refreshments
18/09/2026	amazon	VISA	6.79			4080	110	6.79	stationary
18/09/2026	amazon	VISA	32.38			4080	110	32.38	stationary
18/09/2026	southern water	VISA	508.16		84.69	4410	150	423.47	water -PO
18/09/2026	Canva	VISA	36.19		6.03	4132	110	30.16	Canva
21/09/2026	zig zag subscription	VISA	4.99		0.83	5006	900	4.16	zig zag subscription
						317	0	-4.16	zig zag subscription
						6000	900	4.16	zig zag subscription
23/09/2026	Sainsburys	VISA	12.59			4100	110	12.59	consumables -meeting
24/09/2026	BT	DD	473.40		78.90	4133	110	394.50	internet services
24/09/2026	Peninsula	DD	58.37		9.73	4030	110	48.64	employee EAP
24/09/2026	amazon	VISA	109.78			4540	290	109.78	Materials
25/09/2026	Hillier Nurseries	VISA	81.53		13.59	5006	900	67.94	planting
						317	0	-67.94	planting
						6000	900	67.94	planting
28/09/2026	Scottish Water	DD	9.00			4410	510	9.00	water - cemete
28/09/2026	scottish water	DD	12.00			4410	500	12.00	water - allotment
28/09/2026	Scottish water	DD	1,738.00			4410	520	1,738.00	water - cafe
28/09/2026	Naturescape	VISA	60.41		10.07	5006	900	50.34	wildflower seeds
						317	0	-50.34	wildflower seeds
						6000	900	50.34	wildflower seeds
29/09/2026	in excess	VISA	15.12		2.52	4540	290	12.60	materials
30/09/2026	Aglico	DD	55.59		9.27	4085	110	46.32	printer consumables
30/09/2026	BDM LIMITE	459	840.00	840.00		500			Fire training
30/09/2026	Infinity playgrounds	460	8,385.72	8,385.72		500			Conipave Pathway at Cafe
30/09/2026	Apple bee	VISA	147.00			4540	290	147.00	Materials
	Total Payments for Month		162,478.11	21,028.64	1,657.59			139,791.88	
	Balance Carried Fwd		539,634.75						
	Cashbook Totals		702,112.86	21,028.64	1,657.59			679,426.63	

Fair Oak & Horton Heath Parish Council

Invoices Due for Payment by 31 October 2026

For Creditors **Pay by Electronic Payment**

Invoice Date	Invoice No.	Ref No.	Invoice Detail	Authorise Ref	Date Due	Amount Due	Discount To Claim	Net Amount due
	ACELIFTAWAY [ACE001]							
01/10/2026	9328		*Allotment toilets*		28/10/2026	128.57		128.57
				Total of Invoices Due (ACE001)		**128.57**	**0.00**	**128.57**
	Acol cleaning [ACOL CLEAN]							
21/09/2026	39060		*contract cleaning*		19/10/2026	2,640.80		2,640.80
				Total of Invoices Due (ACOL CLEAN)		**2,640.80**	**0.00**	**2,640.80**
	APPLETON SIGNS [APP001]							
09/09/2026	138725		*Parish in bloom Banners*		23/09/2026	170.26		170.26
				Total of Invoices Due (APP001)		**170.26**	**0.00**	**170.26**
	fOX'S CLEANING [FOX001]							
08/09/2026	29087		*window cleaning*		06/10/2026	204.00		204.00
				Total of Invoices Due (FOX001)		**204.00**	**0.00**	**204.00**
	GALLAGHER [GALLAG]							
18/09/2026	86024		*Building revalutions*		16/10/2026	4,704.00		4,704.00
				Total of Invoices Due (GALLAG)		**4,704.00**	**0.00**	**4,704.00**
	HOSTED							
13/08/2026	7567		*2 X Laptops DELL*		13/08/2026	2,132.71		2,132.71
				Total of Invoices Due (HOSTED)		**2,132.71**	**0.00**	**2,132.71**
	Infinity playgrounds [INFINITY P]							
07/10/2026	02233		*Zip wire service*		21/10/2026	582.00		582.00
				Total of Invoices Due (INFINITY P)		**582.00**	**0.00**	**582.00**
	ONECOM							
13/08/2026	1765		*bACK UP, 365*		13/08/2026	896.09		896.09
09/09/2026	4481		*365 backup, block time*		16/10/2026	896.09		896.09
				Total of Invoices Due (ONECOM)		**1,792.18**	**0.00**	**1,792.18**
	PRINTWASTE							
01/10/2026	5436		*Site collection*		22/10/2026	78.12		78.12
				Total of Invoices Due (PRINTWASTE)		**78.12**	**0.00**	**78.12**
	SMART MARKETING [SMAR001]							

Fair Oak & Horton Heath Parish Council

Invoices Due for Payment by 31 October 2026

For Creditors **Pay by Electronic Payment**

Invoice Date	Invoice No.	Ref No.	Invoice Detail	Authorise Ref	Date Due	Amount Due	Discount To Claim	Net Amount due
01/10/2026	5582		*Marketing support*		22/10/2026	78.00		78.00
				Total of Invoices Due (SMAR001)		**78.00**	**0.00**	**78.00**
	wildwood machinery	**[WILDWOOD]**						
01/10/2026	56452		*Machinery repiars*		15/10/2026	59.47		59.47
				Total of Invoices Due (WILDWOOD)		**59.47**	**0.00**	**59.47**
				Total of Invoices Due (Creditors)		**12,570.11**	**0.00**	**12,570.11**
				TOTAL OF INVOICES DUE (ALL LEDGERS)		**12,570.11**	**0.00**	**12,570.11**

CLLR NAME:..... **CLLR NAME:.....**

SIGNATURE:..... **SIGNATURE:.....**

DATE:..... **DATE:.....**

FULL COUNCIL 19 OCTOBER 2026 COUNCIL
INSURANCE PROVISION

1 RECOMMENDATIONS

1.1 That Hiscox be appointed as the Council's insurers for the period 1 October 2026 – 30 September 2027; and

1.2 That the renewal cost of insurance for 1 October 2026 – 30 September 2027 of £22,708.80 be greed as shown in Renewal. (Appendix 1)

2 BACKGROUND,

2.1 Council agreed at its meeting on the 15 September 2025 to enter into a 3-year binding Long Term Agreement (LTA) with Hiscox Insurance Company Limited. The expiration date of this LTA is 30/09/2028.

2.2 The Long-Term Agreement with Hiscox Insurance Company Limited ensures that the annual premium will remain the same except in the following circumstances:

- Changes made to the material facts of the policy by the Council; or
- There was an increase or decrease of sums insured for assets covered against loss or damage; or;
- An annual inflationary increase (index linking) is applied to the sums insured for the assets covered against loss or damage; or
- The Government imposed a higher rate of Insurance Premium Tax (IPT).

2.3 Although the policy is being agreed based on the Council's current requirements, asset revaluations have been recommended for the following Council properties to ensure that the sums insured are appropriate. The insurance budget provision for the next financial year will be reviewed following completion of the recommended building revaluations.

2.4 The buildings requiring revaluation and their existing sums insured are set out below:

Premises and address	**Existing sum insured**
Council Offices 2 Knowle Park Lane, Fair Oak, Eastleigh, Hampshire, SO50 7GL	£1,018,370
Cricket Garage, Lapstone Park Pavilion Close, Fair Oak, Eastleigh, Hampshire, SO50 7PS	£8,086
Fair Oak Community Library 2 Campbell Way, Fair Oak, Eastleigh, Hampshire, SO50 7AX	£301,870
Horton Heath Community Centre Botley Road, Eastleigh, Hampshire, SO50 7DU	£879,264
Lapstone Sports Pavilion Pavilion Close, Fair Oak, Eastleigh, Hampshire, SO50 7PS	£1,173,449
Roadway Wall Shorts Road, Fair Oak, Eastleigh, Hampshire, SO50 7EJ	£5,984
The Woodland Community Centre Savernake Way, Fair Oak, Eastleigh, Hampshire, SO50 7FA	£1,587,174
Fountain Community Café New Century Park, Shorts Road, Fair Oak, Eastleigh, Hampshire, SO50 7EJ	£1,201,990

3 CORE INSURANCE COVER

3.1 Hiscox Insurance Company Limited insurance policy provides the following core cover:

- Public Liability
- Employers' Liability
- Hirers' Indemnity
- Officials' Indemnity
- Libel & Slander
- Fidelity Guarantee
- Personal Accident
- Property Cover
- Revenue Loss
- Legal Expenses
- Defibrillators & Cabinets

4 FINANCIAL IMPLICATIONS

4.1 The cost of the renewal for the period 1 October 2026 – 30 September 2027 is £22,708.80

4.2 Consideration will be given to increasing the insurance budget provision for next year, subject to the outcome of the recommended building revaluations.

5 CRIME AND DISORDER / EQUALITY AND DIVERSITY/ENVIRONMENTAL IMPLICATIONS

5.1 There are no Crime & Disorder, Equality & Diversity or Environmental implications arising directly from this report.

6 CONCLUSION

6.1 The Council is legally required to have the appropriate level of insurance to cover its assets, risks and liabilities.

7 FOR FURTHER INFORMATION PLEASE CONTACT:

Jo Cahill, Finance Officer
E-mail the Finance Officer

Gallagher

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Appendix 1

First Floor, Unit 4
Genesis Business Park
Albert Drive
Woking
Surrey
GU21 5RW

Tel: 01483 462 860

www.ajg.com/uk

Private & Confidential

Mrs Jo Cahill
Fair Oak & Horton Heath Parish Council
2 Knowle Park Lane
Fair Oak
Eastleigh
SO50 7GL
United Kingdom

8th September 2026

Dear Jo,
Insurance Policy: AJG Community Schemes
Client Name: Fair Oak & Horton Heath Parish Council
Client Reference Number: 1093827
Policy Number: 9658817
Effective Date: 01/10/2026

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)	Any Other Fee(s)	Total Due
AJG Community Schemes	Hiscox Insurance Company Limited	£16,008.75	£1,921.05	£75.00		£18,004.80
Total		**£16,008.75**	**£1,921.05**	**£75.00**	**£4,704.00**	**£22,708.80**

Long Term Agreement Option

In order to ensure rate stability, Fair Oak & Horton Heath 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 £18,004.80. This means Fair Oak & Horton Heath 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:

Arthur J. Gallagher Insurance Brokers Limited is authorised and regulated by the Financial Conduct Authority. Registered Office: Spectrum Building, 55, Blythswood Street, Glasgow, G2 7AT. Registered in Scotland. Company Number: SC108909.

- 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** Fair Oak & Horton Heath 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 Fair Oak & Horton Heath 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.

Please see the attached cover comparison which details a summary of the core covers automatically included with all Gallagher Insurance policies. In addition to these our insurer panel can provide enhanced levels of protection and additional covers where appropriate.

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.

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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
- Contents - Endorsement - Amendment of cover (Fidelity guarantee) - 6222.0
- 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 - Specific excess: Malicious Damage excess The **excess** applying to **damage** caused by Malicious Damage is amended to £1,500 - 437
- AJG Community Schemes - Endorsement - Additional definitions: cyber - 6727.0
- AJG Community Schemes - Endorsement - Commercial assistance & legal advice helpline - 603.1

Key changes to your policy from renewal

Hiscox have made some important changes to your policy and documents. In respect of the policy sections Buildings, Contents, Property Away From The Premises and Business interruption, please note the Communicable Disease exclusion which has been added to the policy. For Business interruption, this restricts the types of diseases covered to Specified Diseases. In light of the current Covid -19 threat, note that this is not a Specified Disease.

Index linking is currently calculated at the rate shown in the attached Hiscox Insurance Company Limited schedule. Please contact a member of our team, should you not wish to index link your sums insured.

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 (Premium Credit Limited)
- Bank Transfer (BACS) - Gallagher will provide our bank details upon instruction to proceed

Next Steps

In order to renew the policy for Fair Oak & Horton Heath 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 Fair Oak & Horton Heath Parish Council

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3. Confirm that the policy for Fair Oak & Horton Heath Parish Council should be renewed via communityrenewals@ajg.com or telephone us on 01483 462860 before 1st October 2026
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 2026

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.
Yours sincerely,

The Community Team
Tel: 01483 462860
Email: community@ajg.com

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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	×	✓	✓

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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.

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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/global-privacy-notice/

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.

If your policy includes cover for Employers Liability, this is designed to cover the costs of compensation, and legal fees should a member of staff fall ill or be injured due to an employers' negligence. If you are instead looking for financial cover should you, or an employee, be injured in an accident at work, then you may benefit from a Personal Accident policy. Please contact us to discuss what is included within a Personal Accident policy and to obtain a quote for this cover.

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.
- 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, 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.

In line with our standard internal review processes, we have made some changes to our Terms of Business Agreement (TOBA), the document which governs the supply of our services to you, as a direct customer of one of the Gallagher entities.

Please find attached the updated version (the "New TOBA") which replaces the previous TOBA.

Generally, the material changes we make to our TOBA, can apply for any of the following reasons:

- to meet changing regulatory and / or legal requirements;
- providing more clarity around the basis of our relationship with you;
- add to the information about our organisation that we provide to you; or
- improve how we conduct business.

The more important changes are highlighted as follows:

- The sections entitled "How Do We Maintain Your Privacy" and "Confidential Information" have been merged into one section now entitled "Confidentiality and Data Protection" in order to clarify the use and disclosure of Confidential Information and Personal Data that you provide us in connection with the TOBA and the scope of business covered by it as well as addressing cross border transfers of such data.
    - Under the 'Data Protection' sub-section, we have expanded the circumstances where Personal Data may be processed, to align with our Privacy Notice.
    - The sub-section entitled 'Confidentiality' now includes a clearer definition of Confidential Information.
- For some clients there is a change to the "Limitation of Liability" provision that limits the liability that Gallagher would incur in the event of an error or omission on our part that leads to a client loss. This is now limited to £10m as standard in TOBAs issued to our client population. This is in line with our insurance industry peers and other similar professional services sectors, who employ such provisions to ensure prudent risk management and actively manage enterprise risk.

Please notify your usual Gallagher contact as soon as possible if you have any queries about the changes contained within the New TOBA or if there is anything in it that you do not understand or accept, as otherwise, we shall proceed on the basis that we have your deemed consent to the terms of the New TOBA.

Please retain this document and your New TOBA which supersedes any other TOBA we have sent to you in the past.

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/.

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) 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.

Arthur J. Gallagher Insurance Brokers Limited is authorised and regulated by the Financial Conduct Authority. Registered Office: Spectrum Building, 55 Blythswood Street, Glasgow, G2 7AT. Registered in Scotland. Company Number: SC108909. www.ajg.com/uk/.
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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 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) a fee paid by you; details of this, or the basis of calculation, will be declared to you in advance of this being incurred;
b) 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
c) 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.

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

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 administrate the policy or policies agrees and accepts to collect the brokerage/commission and remit to us in good time.

Confidentiality and Data Protection

Confidentiality

During the course of this agreement or during discussions between the parties regarding potential services under this agreement (such as a request for proposal), each party may be provided with or given access to Confidential Information from or on behalf of the other party and each party agrees to treat such information as confidential and will not disclose it to any third party, except as stated in this agreement.

Confidential Information means all data received from or on behalf of the other party that is non-public, confidential or proprietary in nature, including, without limitation, non-personal, commercial data. Confidential Information does not include (i) Personal Data (as defined below); or (ii) information that (a) was previously known to a party without an obligation not to disclose such information, (b) was independently developed by or for the party, (c) was acquired from a third party without an obligation not to disclose such information, or (d) is or becomes publicly available through no breach of this agreement.

Data Protection

Each party agrees to comply with its respective obligations under applicable data protection laws with respect to Personal Data processed under this agreement. Personal Data means any information relating to an identified or identifiable natural person and for the avoidance of doubt does not include aggregate and anonymous data. Each party shall implement appropriate measures to maintain the availability, integrity, confidentiality and security of Personal Data processed under this agreement to protect it from unauthorized or illegal access, destruction, use, modification or disclosure.
We are the data controller of any Personal Data you provide to us or that we receive in connection with this agreement. Please review our Privacy Notice for details on how we collect, use, share, secure and retain data, and the rights an individual has in relation to Personal Data. Our Privacy Notice can be found at https://www.ajg.com/uk/privacy-policy/. From time to time we will update our Privacy Notice, which may impact the ways in which we handle data. Please review our Privacy Notice periodically to ensure you are aware of any changes.

or individual contract in recognition of overall profitability.

If you will be providing us with Personal Data of other individuals in connection with this agreement (such as your employees), you shall ensure that those individuals have received appropriate data privacy notices and that you have obtained all required consents to enable you to process and transfer the Personal Data as described in this agreement. You will only share Personal Data with us that is necessary for us to provide the services, reliable for its intended use, and accurate, complete and current. You agree to notify us if you become aware that the information is inaccurate, incomplete or out-of-date. You will also provide us with reasonable assistance, upon request, in dealing with any requests, inquiries or complaints that we receive from individuals and/or local data protection regulators in relation to any Personal Data processed under this agreement.

Use and Disclosure of Confidential Information and Personal Data

You agree and acknowledge, respectively, that we may use Confidential Information and Personal Data provided to us:

(i) to provide the services and fulfil our obligations under the agreement in accordance with applicable laws, regulations and our Privacy Notice;

(ii) to share such information with (re)insurers, other brokers, surveyors, loss adjustors, loss assessors, third party claims administrators, service providers, premium finance providers and other similar third parties either to the extent necessary to provide our services to you or in accordance with normal (re)insurance broking practices;

(iii) to conduct data analytics, surveys, benchmarking and risk modelling to understand risk exposures and experience, for purposes of creating industry or sector-wide reports to share with our group companies and third parties provided reports shared with third parties will only be on an aggregate, anonymised or de-identified basis, unless we have obtained your consent;

(iv) to improve and develop systems and algorithms for purposes of delivering services to you and other clients, conducting data analytics, developing sales and marketing strategies and otherwise improving our services and products; and

(v) to collect and use your risk, loss, reserve and claims data in the creation, marketing and commercial use of loss databases, analytical or statistical reports, models and tools, (re)insurance and capital markets products, any of which may be used in the services provided to you or third parties, except any services provided to third parties would only include aggregate, anonymised or de-identified data.

Without limitation to any other provisions contained herein, either party may disclose Confidential Information and Personal Data that it has received from the other or been given access to under this agreement:

(i) to its group companies, professional advisors, actuaries, auditors, insurers, sub-contractors, (sub) processors and other similar third parties to the extent necessary to perform a party's rights or obligations under this agreement or to ensure the effective management, administration, and operation of its businesses, provided such persons are under a duty of confidentiality;

(ii) to the extent required by law or regulations, where requested or required to do so by a court of competent jurisdiction, tribunal, arbitration body, law enforcement, administrative agency or regulator, or to exercise or defend its rights in a legal dispute related to this agreement; and

(iii) for fraud detection and financial management and prevention (including but not limited to disclosure to credit reference agencies or fraud prevention agencies).

In order for us to operate as a global business and provide the services described above, we may transfer Confidential Information and Personal Data as contemplated herein across borders.

Any such transfers will comply with applicable law and be subject to suitable safeguards to ensure an adequate level of protection, including, where required, the use of standard contractual clauses approved by the local data protection regulator, that require each party to ensure that the Personal Data receives an adequate and consistent level of protection.

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 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 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

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

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.

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 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.

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 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 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

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

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.

Right of set-off

(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.

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

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 (including, without limitation, payment liability) 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..

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

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 and exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter.

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).

FULL COUNCIL 19 OCTOBER 2026

CH 13 INFORMATION POLICY REVIEW

1 RECOMMENDATIONS

1.1 Note the report and,

a) Approve and adopt the revised Constitution Chapter 13 Information Policy attached at Appendix 1.

b) Authorise the Deputy Executive Officer, in consultation with the Executive Officer as Information Governance Leads, to make minor factual, contact-detail and presentational amendments which do not alter the substance of the policy.

2 PURPOSE

2.1 To present a revised Information Policy for approval following a review of the version adopted on 15 May 2023. The review has considered current legislation, published Information Commissioner's Office guidance, Council procedures and information-governance best practice.

3 BACKGROUND

3.1 The Information Policy, adopted on 15 May 2023, requires updating to remove outdated and inaccurate content, address omissions and reflect current legislation, regulatory guidance and information-governance best practice.

3.2 The revised policy provides a clearer and more complete framework for managing information requests and aligns with the Council's wider governance arrangements.

4 SUMMARY OF REVIEW

4.1 The review updates the policy to clarify statutory requirements and procedures under the Freedom of Information Act 2000, Environmental Information Regulations 2004 (EIR) and Privacy and Electronic Communications Regulations 2003 (PECR), and to strengthen responsibilities, records management, information security, accessibility, monitoring, training and review arrangements.

5 LEGAL AND REGULATORY IMPLICATIONS

5.1 The revised policy supports compliance with the Freedom of Information Act 2000, EIR and PECR, with appropriate reference to data protection legislation and current Information Commissioner's Office (ICO) guidance.

6 FINANCIAL IMPLICATIONS

6.1 There are no direct additional budget implications. Freedom of Information Act 2000 cost limits and permitted Environmental Information Regulations charges will continue to apply.

7 INCLUSION AND DIVERSITY IMPLICATIONS

7.1 The revised policy supports fair and accessible information handling while protecting personal data.

8 CLIMATE AND ENVIRONMENT IMPLICATIONS

8.1 There are no direct adverse implications. The policy improves access to environmental information and supports electronic communication where appropriate.

9 CONCLUSION

9.1 The revised Information Policy replaces outdated and inaccurate wording and provides a clearer framework for information access, electronic communications and supporting governance arrangements. Council is therefore recommended to approve and adopt the revised policy at Appendix 1.

FOR MORE INFORMATION:

Michelle Leadbitter-Allen

deputyexec@fairoak-pc.gov.uk

FAIR OAK & HORTON HEATH PARISH COUNCIL
2 Knowle Park Lane, Fair Oak, Eastleigh, SO50 7GL
(023) 8069 2403 enquiries@fairoak-pc.gov.uk
www.fairoak-pc.gov.uk @fairoakandhortonheathparishcouncil

CONSTITUTION

CHAPTER 13

INFORMATION POLICY

Adopted on 19 October 2026

PUROSE

This policy details how Fair Oak & Horton Heath Parish Council will abide by the following legislation: the Freedom of Information Act 2000, the Privacy and Electronic Communications Regulations 2003 and the Environmental Information Regulations 2004.

SCOPE

This policy applies to all recorded information held by or on behalf of the Council, regardless of format or location, and to all councillors, employees, volunteers, contractors and others handling Council information.

The policy should be read alongside the Council's Publication Scheme, Data Protection Policy, Privacy Notices, Information Retention and Disposal Policy, Subject Access Request Procedure, Data Breach Procedure, information technology (IT) Policy, Communications Policy, Accessibility Statement and Artificial Intelligence Use Policy.

RESPONSIBILITIES

The Council is responsible for ensuring that appropriate arrangements are in place to meet its information-access obligations. The Information Governance Leads have overall operational responsibility, supported by relevant officers.

All councillors, employees, volunteers and contractors must preserve Council records, promptly pass information requests to the appropriate officer, assist with searches where required and avoid altering, concealing or destroying information relevant to a request.

FREEDOM OF INFORMATION ACT 2000

The Freedom of Information Act 2000 deals with access to official information. Individuals or organisations have the right to request information held by Fair Oak & Horton Heath Parish Council. It gives applicants two statutory rights.

First, to be told whether or not the Parish Council holds the requested information; and second, if the Parish Council does, to have that information sent to them. The Act is fully retrospective and applies to all information, not just information filed since the Act came into force. A valid request must be in writing, include the requester's real name and an address for correspondence, and describe the information requested.

EXEMPTIONS, REFUSALS AND THE PUBLIC INTEREST TEST

Some information could be exempt from disclosure. There are 23 exemptions in the Freedom of Information Act, some of which are absolute and some qualified.

Where information falls under an absolute exemption, the harm to the public interest that would result from its disclosure is already established, for example, in relation to personal information, or if disclosure would result in an actionable breach of confidence.

There are five exemptions that are likely to apply to information held by Fair Oak & Horton Heath Parish Council:

- information readily accessible to the applicant by other means, i.e. through the Council's website, publication scheme or public records;

- Court records, e.g. documents filed with or created by a court;
- personal data under the Data Protection Act 2018, e.g. an employee's home address or medical information;
- information provided in confidence, e.g. commercially sensitive information supplied under an enforceable duty of confidence; and
- information prohibited from disclosure by law, e.g. information subject to a statutory restriction on disclosure.

Other exemptions may apply depending on the information requested and the circumstances of the case.

If the Parish Council believes that the information is covered by a qualified exemption, it will apply the public interest test. This favours disclosure where a qualified exemption or an exception applies. In such cases, the information may be withheld only if Fair Oak & Horton Heath Parish Council considers that the public interest in withholding the information is greater than the public interest in disclosing it. Each exemption and public-interest decision will be considered on its individual circumstances and at the legally relevant time.

Fair Oak & Horton Heath Parish Council does not have to confirm or deny the existence of the information or provide it if an exemption applies, the request is vexatious, the request is repeated and meets the statutory criteria, or the cost of compliance exceeds the appropriate limit. Similarity to a previous request will not, by itself, be treated as sufficient reason for refusal. If the Parish Council decides not to disclose the information requested, it will give reasons for its decision, explain how the exemption applies and explain the arguments under the public interest test.

FEES AND COST LIMIT

Fair Oak & Horton Heath Parish Council will normally supply the information requested in the format requested within 20 working days of receipt of a written request; confirm whether or not it holds the information; advise whether a fee will be charged; and provide the information, after any relevant fee has been paid, unless an exemption applies. The Council will respond promptly and no later than the statutory deadline, subject to any extension or permitted pause allowed by law.

The Freedom of Information Act 2000 allows Fair Oak & Horton Heath Parish Council to charge for answering Freedom of Information requests when costs exceed £450. In these cases, we can decide to refuse the request; comply with the request and charge for allowable costs as prescribed in the legislation; or comply with the request free of charge. The request for information will not be answered until the fee has been received. Where appropriate, the Council will provide advice and assistance to help the applicant refine the request.

ENVIRONMENTAL INFORMATION REGULATIONS 2004

These Regulations give the public the right to access environmental information held by public authorities. Environmental information includes:

- the state of environmental elements, including air, water, soil, land, fauna and human beings;
- emissions, discharges, noise, energy, radiation, waste and similar substances;
- policies, plans, agreements and other measures or activities affecting, or likely to affect, the environment;
- reports, cost-benefit analyses and economic analyses;
- human health and safety, including contamination of the food chain; and
- cultural sites and built structures affected, or likely to be affected, by environmental conditions.

The Council may hold environmental information relating to:

- land and buildings;
- cemetery operations;
- trees and biodiversity;
- energy use, sustainability and waste;
- contracts, plans and policies; and
- decision-making.

Requests may be made verbally or in writing. The Council will respond as soon as possible and normally no later than 20 working days after receipt. Where a request is both complex and voluminous, the response period may be extended to 40 working days in accordance with the Regulations. The requester will be notified within the initial 20-working-day period and told why the extension is necessary.

Environmental information will be disclosed unless an exception under the Regulations applies. The Council will apply the presumption in favour of disclosure and the public interest test where required.

Environmental information will normally be provided without charge. Where the Regulations permit a charge, it will be reasonable and applied in accordance with the Council's published charging arrangements. No charge will be made for inspecting information at a place made available by the Council or for access to public registers.

A requester who considers that the Council has failed to comply with the Regulations may make written representations within 40 working days. The Council will reconsider the matter and notify the requester of the outcome as soon as possible and no later than 40 working days after receiving the representations.

INTERNAL REVIEWS AND COMPLAINTS

If an applicant is unhappy with a refusal to disclose information, they can request a formal review of the decision by a person not directly involved with the refusal. The Council will complete the review promptly and normally within 20 working days, in accordance with the Section 45 of FOIA 2000, Code of Practice. Where an exceptional extension is required, the applicant will be informed.

If the review concurs with the decision not to disclose the information, the applicant can complain to the Information Commissioner's Office (ICO). The ICO will investigate the case and either uphold Fair Oak & Horton Heath Parish Council's use of an exemption or decide that the information must be disclosed.

Cases can be referred to the ICO if, for example, there has been an excessive delay or if the application of an exemption or a refusal made on public-interest grounds is disputed. The ICO may serve a decision notice on Fair Oak & Horton Heath Parish Council either confirming the decision or directing it to disclose information within a certain timescale. Non-compliance with a decision notice may constitute contempt of court.

Finally, if either the applicant or Fair Oak & Horton Heath Parish Council disagrees with the ICO's decision, an appeal may be made to the First-tier Tribunal (General Regulatory Chamber), subject to the applicable tribunal rules and time limits.

PRIVACY AND ELECTRONIC COMMUNICATIONS REGULATIONS 2003

The Privacy and Electronic Communications Regulations (PECR) apply to unsolicited electronic marketing messages sent by telephone, email or text.

If Fair Oak & Horton Heath Parish Council wants to make automated telephone calls or send texts to individuals, it must have the subscriber's consent. Subscribers, whether individuals or businesses, can opt out of direct-marketing calls to landlines and mobile numbers. People registered with the Telephone Preference Service will not receive these types of calls unless they give their permission.

Unsolicited marketing material by electronic mail, including texts, picture messages and emails, will only be sent if the person has chosen to receive it, unless the contact details were obtained through a commercial relationship and the applicable legal requirements are met. The Council will always give the individual the opportunity to stop receiving the communications.

Spam is the use of electronic messaging systems, including broadcast media and digital delivery systems, to send unsolicited bulk messages indiscriminately. The most widely recognised form is email spam, also known as unsolicited bulk email, junk mail or unsolicited commercial email.

Fair Oak & Horton Heath Parish Council has processes and software in place to protect its email systems, as far as is reasonably possible, from spam.

The Council will also comply with PECR when using technologies that store or access information on a person's device. Processing of personal data for electronic communications will comply with the United Kingdom General Data Protection Regulation and the Data Protection Act 2018.

RECORDS MANAGEMENT AND INFORMATION SECURITY

Records relating to information requests, searches, decisions, disclosures, refusals, reviews, fees and complaints will be retained in accordance with the Council's Information Retention and Disposal Policy.

Information will be shared securely, with appropriate redaction where required. Personal data, confidential information and legally privileged information will be protected in accordance with Council policies and legal obligations.

ACCESSIBILITY AND INCLUSION

The Council will communicate clearly and consider reasonable requests for accessible formats or alternative communication arrangements. Requests will be handled fairly and consistently without discrimination.

MONITORING AND TRAINING

The Council will maintain appropriate request logs and monitor response times, outcomes, internal reviews and any learning arising from complaints, decision notices or regulatory guidance.

Relevant councillors and employees will receive information-governance training appropriate to their responsibilities. Compliance with the Annual Governance Statement requirements relating to IT and data management will be reviewed annually and supported by appropriate evidence.

CONTACT AND FURTHER GUIDANCE

Additional guidance on the Freedom of Information Act, Environmental Information Regulations and Data Protection Act is available on the ICO's website.Alternatively, the ICO can be contacted at: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF. Telephone: 0303 123 1113. Current regulatory guidance and contact arrangements should be checked on the ICO website.

REVIEW

The policy will be checked annually and formally reviewed every four years, or sooner following relevant legal or regulatory changes, a significant complaint or decision notice, an audit recommendation, a material service change or an identified weakness.

AI Transparency Statement
This policy was prepared with assistance from approved artificial intelligence tools to support research, legislative verification, accessibility considerations, and document drafting. All AI-generated content has been subject to human review, professional judgement, and verification by Council officers. Fair Oak & Horton Heath Parish Council retains full responsibility and accountability for the final content and any decisions arising from this policy.

FULL COUNCIL REPORT
REVIEW OF CH12 ACCESS TO INFORMATION POLICY 2026

1 RECOMMENDATIONS

1.1 The Council is recommended to:

a) Note the report; and

b) Agree the revised Access to Information Policy

2 PURPOSE OF REPORT

2.1 To present the revised CH12 Access to Information Policy 2026 for approval. The amendments update the policy's legal and accessibility references and clarify how the Council will provide information in accessible formats.

3 BACKGROUND

3.1 The policy sets out the Council's approach to accessible information and covers printed and electronic information, face-to-face contact, telephone contact, alternative formats, translation, interpretation and support at meetings. The proposed policy is scheduled for adoption on 19 October 2026.

4 SUMMARY OF AMENDMENTS

4.1 **Equality duties:** The background section now refers expressly to the Equality Act 2010 duty to have due regard to eliminating discrimination, advancing equality of opportunity and fostering good relations.

4.2 **Freedom of information:** The wording has been updated to state the public right to request Parish Council information under the Freedom of Information Act 2000.

4.3 **Wider information-access framework:** A new provision confirms compliance with the Environmental Information Regulations 2004, applicable website and mobile accessibility requirements including WCAG 2.2 level AA, and data-protection legislation for personal information requests.

4.4 **Individual format needs:** The alternative-formats section now emphasises asking the individual which coloured paper or accessible format is most suitable, rather than assuming one format will meet everyone's needs.

4.5 **British Sign Language:** The wording on video clips has been revised to confirm that, where needed, the Council will pay for an interpreter to provide accessible signed video content.

4.6 **External guidance:** The hearing loss and deafness reference has been updated to RNID.

5 LEGAL IMPLICATIONS

5.1 The changes strengthen the policy's references to equality, freedom of information, environmental information, data protection and accessibility requirements.

6 FINANCIAL IMPLICATONS

6.1 There is no fixed additional budget identified. Costs may arise where an accessible format, translation, interpreter or signed video content is reasonably required and would be considered case by case.

7 EQUALITY AND ACCESSIBILITY:

7.1 The revised wording supports an individual approach by asking what format or adjustment a person needs and reinforces accessible digital publication.

FAIR OAK & HORTON HEATH PARISH COUNCIL
2 Knowle Park Lane, Fair Oak, Eastleigh, SO50 7GL
(023) 8069 2403 enquiries@fairoak-pc.gov.uk
www.fairoak-pc.gov.uk @fairoakandhortonheathparishcouncil

CONSTITUTION

CHAPTER 12

ACCESS TO INFORMATION POLICY

Adopted on 19 October 2026

1 BACKGROUND

1.1 Information is a right. Every member of the public has a right to access our service. The Equality Act 2010 places a duty on local authorities to have due regard to eliminating discrimination, advancing equality of opportunity and fostering good relations. This includes making our information accessible to everyone.

1.2 The Freedom of Information Act 2000 gives every member of the public a right to request information on any aspect of our work. This means that people have a right to Parish Council information in a language or format that suits them, within reason.

1.3 Our policy is committed to making information (website, letters, emails, leaflets, reports, minutes) and services available:

- To individuals
- On request
- In alternative formats
- In alternative media

1.4 The Council Constitution sets out for the public our key goals and our values as a local authority. Promoting ethnic integration and diversity in Fair Oak & Horton Heath is one of our key values and this policy helps make us accessible to all.

1.5 This policy is part of our approach to equality and diversity. At Fair Oak & Horton Heath Parish Council, we do not discriminate when people want to access information and services.

1.6 All our policies will, upon request, be made available in different formats such as large print, Braille, audio or in a different language. They will also include the Council's contact details.

The Council will comply with the Environmental Information Regulations 2004 and applicable website and mobile accessibility requirements, including WCAG 2.2 level AA. Personal information requests will be handled under data protection legislation.

2 SCOPE

2.1 This policy provides guidelines to make sure the Parish Council is accessible to everyone, including:

- The public
- Staff
- Elected Cllrs
- Partner organisations

2.1.1 The policy has been written for staff and elected councillors, and for members of the public and partner organisations. It aims to support the development of consistent accessibility practices across organisations.

2.2 This policy provides an overall framework for people to access us through:

- Printed information

- Electronic information
- Face to face contact
- Telephone

2.3 This policy covers all areas of access to information including alternative formats, translators and interpreters as well as other support for people at meetings.

2.3.1 Our policy aims to make accessible services and information straightforward and part of the Council's day-to-day work.

3 ACCESSING INTERPRETERS AND TRANSLATORS

3.1 This part focuses on making services accessible to people whose first language is not written or spoken English.

3.2 Interpreters are needed where a person finds that communicating in English is a barrier to getting the information, advice or service they need.

3.3 We have the following responsibilities regarding interpreters:

- To provide them on request
- To use them only with a person's consent

3.4 Due to the low level of request for this service, the Council does not have direct access to interpreters, however if required, we will endeavour to respond within a reasonable timescale to find a suitable person who can provide an adequate level of interpretation.

3.5 At any point in time someone may want a document translated into a language other than English. The Council does not as a matter of course translate documents into other languages. However, if required, we will endeavour to respond within a reasonable time to find a suitable person who can provide an adequate level of translation.

3.6 Staff will ensure that both translators and interpreters sign a written undertaking that they will keep all information being translated or interpreted as confidential and comply with applicable data-protection requirements.

4 ACCESSIBLE INFORMATION: USING PLAIN LANGUAGE

4.1 Plain language is about making sure that everything we write is clear to read. The Plain English Campaign defines plain English as something that the intended audience can read, understand and act upon the first time they read it.

4.2 The Plain English Campaign lists the following plain-language principles:

- Using short words that are commonly used
- Using 'you' and 'we' (except for council reports and minutes)
- Not being afraid to give instructions
- Using positive language
- Avoiding jargon
- Explaining what acronyms stand for
- Using words rather than abbreviations or symbols, for example 'care of', not c/o

- Keeping sentences and paragraphs short (aim for sentences of 15–20 words where practical)
- Using headings to break up writing
- Explaining any technical terms you have to use
- Avoiding long-winded sentences
- Using the active voice, for example “I will eat jelly”, rather than the passive voice, “Jelly will be eaten by me”
- Choosing a photograph, diagram or illustration to replace long written descriptions
- Using punctuation clearly and consistently
- Avoiding phrases such as inter alia and raison d’être, where an English equivalent can be used

5 ACCESSIBLE INFORMATION: KEEPING DOCUMENTS CLEAR

5.1 Clear print is a design that considers a wider audience.

- Type size/face: we will always use font Arial 11 or above.
- Type weight: medium or bold weight fonts are more accessible than light ones.
- Contrast: we will use sufficient colour contrast between text and its background, in line with current accessibility standards.
- Inks which are of a darker tone of the same colour as the paper should be avoided.
- People with colour blindness may have problems distinguishing reds or greens.
- When using white text, we will make sure the background is dark enough to provide sufficient contrast.
- Using paper: we will avoid glossy paper where glare may make it difficult to read and will choose uncoated or matt paper.
- Thin paper should not be used when printing documents on both sides.
- If the text is showing through from the reverse side, then the paper is too thin, and remember that bold and large text is more likely to show through.
- Choose paper with a minimum weight of 90 gsm for double-sided printing.
- Type styles: We will avoid sentences using CAPITAL LETTERS, italics or <u>underlined text</u> as these are generally harder to read. Bold is more accessible, but only in small amounts.

5.2 Page layout and word spacing: to make a document accessible:

- Keep the same space between each word.
- Do not condense or stretch words.
- Try not to write more than 60-70 letters per line.
- Do not split words at the end of lines.
- Align text to the left margin so it is easy to find the start and finish of each line.

- Avoid justified text as it creates uneven spacing between words.
- Break information down into sections with titles and sub-titles.

5.3 Navigational aids: we will use numbered headings and paragraphs in long documents and use a contents list or index to guide readers to relevant sections and pages.

5.4 Use clear page numbers in the same position on each page. Leave space between paragraphs to make reading easier.

- Illustrations: where possible, we will avoid placing text over pictures.
- Watermarks can make documents harder to read. If a document must be marked DRAFT or CONFIDENTIAL, we will use clear, large, bold text at the beginning instead of relying on a watermark.
- Large print will be available on request. We will ask the person which font size, typeface and format they need, because no single specification suits everyone.

5.5 For long documents, ask whether the person needs the whole document or only relevant sections in large print.

6 ACCESSIBLE INFORMATION IN ALTERNATIVE FORMATS

6.1 The Council has a responsibility to make materials available in alternative formats. Electronic documents will be created accessibly and checked before publication or distribution. We will ask the person which format and delivery method they can use.

6.2 Coloured paper can help some readers with dyslexia. It is important to ask the individual reader what is best for them. Braille: some people prefer information in Braille. Before responding to requests for information in Braille it is important to check which accessible format the person prefers.

6.3 Translation is a critical way to make documents accessible to people who read in other languages. All requests for translation must be met in the language requested.

6.4 British Sign Language in video clips: when needed, we will pay for an interpreter to provide accessible signed video content.

6.5 Using pictorial information: people may find information easier to understand when text is supported by illustrations. All meaningful images will have a text alternative or caption. Examples include:

- Photos
- Flow charts
- Tables
- Diagrams

6.6 Key points to remember when illustrating a printed text:

- Make sure the text is in plain language
- Make sure the font is in a large size

6.7 Mencap provides helpful information on making information accessible for people with learning disabilities and literacy difficulties.

7 FURTHER INFORMATION

Individuals may have different communication and accessibility requirements when seeking access to information. The organisations listed below provide guidance and resources on accessibility, inclusive communication, and removing barriers to access for people with a range of needs. This includes support for individuals with learning disabilities, visual impairments, hearing loss, and those who benefit from clear and accessible language.

- Learning disabilities: Mencap
- Visual impairments and blindness: Royal National Institute of Blind People (RNIB)
- Hearing loss and deafness: RNID
- Clear and concise language: Plain English Campaign

AI Transparency Statement
This policy was prepared with assistance from approved artificial intelligence tools to support research, legislative verification, accessibility considerations, and document drafting. All AI-generated content has been subject to human review, professional judgement, and verification by Council officers. Fair Oak & Horton Heath Parish Council retains full responsibility and accountability for the final content and any decisions arising from this policy.

OCTOBER 26			
ITEM	**OBJECTIVE**	**METHOD**	**LEAD OFFICER**
Council Insurance Renewal	To agree the proposed insurance cover for the next year	Report	**Finance Officer**
Access to Information Policy	To review the current document	Report	**Deputy Exec Officer (DEO)**
Information Policy	To review the current document	Report	**Deputy Exec Officer (DEO)**
NOVEMBER 26			
ITEM	**OBJECTIVE**	**METHOD**	**LEAD OFFICER**
Corporate Social Responsibility Policy/Sustainability Policy	To review the current document	Report	**Deputy Exec Officer (DEO)**
Sustainable Procurement Strategy	To agree sustainable procurement strategy	Report	**DEO**
Sustainability Policy	To review the current document	Report	**DEO**
Corporate Plan	To receive an update on Corporate Plan	Report	**Exec Officer**
Communications Policy	To review the current document	Report	**Communications & Events Officer**
DECEMBER 26			
ITEM	**OBJECTIVE**	**METHOD**	**LEAD OFFICER**
Internal Auditor Report	To consider the recommendations of the Internal Auditor	Report	**Finance Officer**
Meeting dates	To agree meeting dates for 25/26	Report	**DEO**
JANUARY 2027			
ITEM	**OBJECTIVE**	**METHOD**	**LEAD OFFICER**
Annual Budget	Agree Annual Budget and Precept for 2027/28	Report	**Finance Officer**
FEBRUARY 2027			
ITEM	**OBJECTIVE**	**METHOD**	**LEAD OFFICER**
Children and Vulnerable Adults Policy (Safeguarding)	To review the current document	Report	**Deputy Exec Officer (DEO)**
MARCH 2027			
ITEM	**OBJECTIVE**	**METHOD**	**LEAD OFFICER**
IT & Artificial Intelligence (AI) Use Policy	To review the current document	Report	**Deputy Exec Officer (DEO)**
Data Protection Policy	To review the current document and it's appendices	Report	**Deputy Exec Officer (DEO)**
Information Retention and Disposal Policy	To review the current document	Report	**Deputy Exec Officer (DEO)**
Communications & Events T&F Gr	To receive recommendations from the Group	Report	**Communications & Events Officer**
Internal Auditor Report	To receive the outcomes of Internal Audit, including the Internal Auditor's review of evidence supporting Assertion 10, and agree Action Plan	Report	**Finance Officer**
APRIL 2027			

Children and Vulnerable Adults Policy (Safeguarding)	To review the current document	Report	**Deputy Exec Officer (DEO)**
ITEM	**OBJECTIVE**	**METHOD**	**LEAD OFFICER**
Fixed Asset Register	To agree the fixed Asset Register	Report	**Finance Officer**
MAY 2027			
ITEM	**OBJECTIVE**	**METHOD**	**LEAD OFFICER**
Scheme of Delegation	To review current document	Report	**Deputy Exec Officer (DEO)**
Membership of Committees	To appoint members to committees	Report	**Deputy Exec Officer (DEO)**
Annual Goverance Report	To received and agree AGAR	Report	**Finance Officer**
Standing Orders	To review the current document	Report	**Deputy Exec Officer (DEO)**
Final Accounts	To approve the Final Accounts for Year End	Report	**Finance Officer**
JUNE 2027			
ITEM	**OBJECTIVE**	**METHOD**	**LEAD OFFICER**
JULY 2027			
ITEM	**OBJECTIVE**	**METHOD**	**LEAD OFFICER**
Volunteer Policy	To review the current document	Report	**Deputy Exec Officer (DEO)/Community Engagement Officer (CEO)**
Finance Regulations	To review the current document as recommended by Finance Committee	Report	**Deputy Exec Officer (DEO)**
UNALLOCATED			
ITEM	**OBJECTIVE**	**METHOD**	**LEAD OFFICER**
Green Flag Award Status for KP & NCP	To consider steps needed to achieve GF award status at KP	Report	**Exec Officer/Operations Manager/CEO**
Community Engagement Strategy	To agree a strategy	Report	**Community Engagement Officer (CEO)**
Emergency Resilience Plan	To agree an Emergeny Relisence Plan	Report	**Exec Officer/DEO**
Business Continuity Strategy	To establishe a business continuity strategy	Report	**Exec Officer/DEO**
Community orchard(s)	To discuss the progress of orchard sites	Report	**Ops Officer/CEO**
Book of Rememberance	To investigate cost and viability	Report	**Exec Officer**
Development of New Cemetery	To commence project planning for the development of the new cemetery	Report	**Exec Officer/Operations Officer/DEO**
Neighbourhood Plan	To establish task and finish group	Repoort	**Exec Officer/DEO**
Annual Tree & Biodiversity Update	To receive an update and future planning plan	Repoort	**Operations Officer/CEO**