

Comparative expenditure or utilities for the current year until the end of September and the five previous financial years for both Centres are as follows:

Utility Expenditure – Braunstone Civic Centre			
Financial Year	Budget	Actual	Balance
2014/2015	£39,000.00	£24,207.56	£14,792.44
2015/2016	£23,500.00	£21,014.22	£2,485.78
2016/2017	£18,000.00	£14,391.94	£3,608.06
2017/2018	£18,000.00	£18,402.04	-£402.04
2018/2019	£16,000.00	£19,510.78	-£3,510.78
2019 Apr-Sept	£9,000	£10,163.19	-£1,163.19

Utility Expenditure – Thorpe Astley Community Centre			
Financial Year	Budget	Actual	Balance
2014/2015	£7,500.00	£10,306.22	-£2,806.22
2015/2016	£8,300.00	£6,237.01	£2,062.99
2016/2017	£6,000.00	£8,113.29	-£2,113.29
2017/2018	£6,000.00	£8,640.14	-£2,640.14
2018/2019	£6,000.00	£10,133.59	-£4,133.59
2019 Apr-Sept	£5,000.00	£3,588.46	£1,411.54

Room Hires

Comparative Income Figures for the current year until the end of September and the five previous financial years for both Centres are as follows:

Income from Room Hire – Braunstone Civic Centre			
Financial Year	Budget	Actual	Balance
2014/2015	£74,000.00	£75,575.68	£1,575.68
2015/2016	£74,500.00	£67,279.71	-£7,220.29
2016/2017	£77,182.00	£74,688.37	-£2,493.63
2017/2018	£78,182.00	£72,390.90	-£5,791.10
2018/2019	£89,182.00	£74,557.42	-£14,624.58
2019 Apr-Sept	£40,512.50	£39,365.84	-£1,146.66

Income from Room Hire – Thorpe Astley Community Centre			
Financial Year	Budget	Actual	Balance
2014/2015	£39,600.00	£40,546.31	£946.31
2015/2016	£38,684.00	£38,092.10	-£591.90
2016/2017	£40,119.00	£37,008.84	-£3,110.16
2017/2018	£41,719.00	£35,796.66	-£5,922.34
2018/2019	£47,719.00	£42,019.05	-£5,699.95
2019 Apr-Sept	£27,938.00	£17,263.75	-£10,674.25

General Observations

A more detailed look at the income and expenditure ledger is required in order to fully understand the figures, particularly in relation to utilities. There have been

examples where income and expenditure have been applied to the ledger in the wrong financial year.

Recommendation

That the report be noted and that the figures be used as part of the analysis for recommending budgets for 2020/21.

Reason

To ensure that budget setting was realistic and expenditure and income against budgets would be achievable.

BRAUNSTONE TOWN COUNCIL

POLICY & RESOURCES COMMITTEE – 31st OCTOBER 2019

Item 9 – Insurance Renewal

Purpose

To consider renewal of the Council's Corporate Insurance for 3 years.

Background

Under the Town Council's Financial Regulations, section 11 on contracts provides that additional quotes do not need to be sought:

- ii. "for specialist services such as are provided by solicitors, accountants, surveyors and planning consultants" – the arrangement is with an insurance broker; and
- iv "for work to be executed or goods or materials to be supplied which constitute an extension of an existing contract by the council"; the arrangement is in place for a further year and the contract entails finding a competitive insurance quote.

In 2016, the Council entered a 3 year agreement with WPS to provide insurance cover on the following basis:

1. a 5% discount will be offered on current terms, which will reduce the base premium for 1st November 2016 to 31st October 2017 from £12,016.26 to £11,415.45 including insurance tax (excluding the £15 fee);
2. the Council must accept two additional policy conditions - Agricultural Contractors & Tree Felling to the Public & Employers' Liability sections respectively (see Appendix 1);
3. a free buildings revaluation service will be undertaken by BCH (see Appendix 2) which is designed to protect the Council's assets from underinsurance;
4. the Council will be obliged to accept the valuations put forward by BCH and adjust the policy sums insured accordingly and commit to a further desk top review after 3 years.

The Insurance agreement ends on 31st October 2019.

Renewal of Insurance

WPS have undertaken a tender process which resulted in the appointment of Royal & Sun Alliance as the new scheme insurers. A summary of this process is attached at Appendix 1.

Following a meeting on 17th September 2019, a summary of the proposed insurance cover for 2019/20 is attached at Appendix 2. Overall there is a 5% saving on the premium from 2018, which was £14,658.81. The new cover with Royal & Sun Alliance includes Public Liability at £15million as standard. Since the buildings were valued in 2016, the policy covers the Town Council for a free desktop revaluation. The total premium including Insurance Premium Tax and WPS admin

fee is £13,723.98 and for the subsequent years the premium will be calculated on sums insured applicable for the previous period.

Recommendation

That the agreement with the Council's current Insurance Broker be renewed to 31st October 2022 and the terms of the agreement, as set out in Appendix 2, be approved.

Reason

To ensure that arrangements were in place to provide a competitive insurance quote and to ensure that the Council's assets were protected from underinsurance.



TOWN COUNCIL TENDER 2018

This is an outline of the tender process which we went through before we appointed Royal & Sun Alliance as the new scheme insurers, this took place over a 12 months period.

The initial list of insurers was as follows:-

Ageas
Allianz
Amlin
Arista
Aspen
AXA
Chubb
Covea
Ecclesiastical
Hiscox
LV
Markel
NIG
QBE
RSA
Travellers
Zurich

An initial scheme overview was given which gave details of total premium/claims and covers required.

Six insurers progressed to Stage 2 and they were provided with more information.

Three insurers then progressed to the final stage, namely Aviva as current scheme insurers and Royal & Sun Alliance and MS Amlin. They came to the office to undertake their due diligence and then returned to present their offerings for how the scheme would progress.

The decision to appoint Royal & Sun Alliance was made as they demonstrated the best appetite to grow the scheme by increased cover limits and competitive rating along with prompt claim settlements and good defence of liability claims backed up by risk management advice and property valuations.

If you have any queries relating to this please do not hesitate to come back to us.



Mr D Tilley
Braunstone Town Council
Braunstone Civic Centre
Kingsway
Braunstone Town
Leicester
Leicestershire
LE3 2PP

APPENDIX 2

Our Ref: 19580788

22nd October 2019

Dear Darren

CouncilGuard Scheme Quotation - Quote Ref. 330722067

May I thank you for the opportunity for WPS to provide an alternative insurance quotation for your Council's consideration for the period of cover from 1st November 2019 to 31st October 2020.

We have pleasure in detailing within this document the summary of cover upon which the quotation has been based along with the insurers keyfacts document.

Based upon information provided, your stated requirements are as follows:

It is our understanding your requirements were for us to arrange protection against:-

- Physical loss or damage to the insured property from any of the perils stated at any of the insured premises.
- Loss of income resulting from an unforeseen interruption to your business activities caused by an insured peril.
- Losses of money and transferable or negotiable orders, whilst on the premises, in a safe overnight, in transit or bank night safe.
- Legal liability to pay damages to any employee arising out of bodily injury, disease, illness or death received in the course of their employment.
- Legal liability to third parties for accidental loss or damage to property, or death, disease, illness or injury as a result of the business activities.
- Legal liability for third party bodily injury or property damage caused by products, goods or services sold or supplied.
- Legal protection and assistance in the pursuit and defence of actions brought by or against you during the course of your business activities, including tax investigations and employment disputes.
- All risks of physical loss or damage to the business equipment specified, whilst located away from the premises.
- Defence against claims arising from the alleged wrongful acts of Employees &/or Council Members or directed to the Town Council arising during the period of insurance
- Bodily injury following a sudden unexpected unforeseen and identifiable incident to Employees, Council Members &/or Volunteers within the operative time
- Losses resulting from Fraudulent activity first discovered during the period of insurance

As an Independent broker acting on your behalf we recommend cover with Royal & Sun Alliance Insurance Plc who were selected from a panel of 17 insurers to provide insurance solutions for our local council scheme at the cost below:

Premium	£12,231.22
Insurance Premium Tax	£1,467.76
Admin Fee	£25.00

Total £13,723.98

Please note that the premiums shown are based on the information given at the time of the quotation and you are reminded of the need to make a fair presentation of the risk including any circumstance which is known or ought to be known which may influence an Insurer's decision to provide a quotation or the terms and conditions that are currently being offered. If you are in any doubt as to whether you should disclose any circumstance then please contact me immediately to discuss further. If the information you give is different from that given at the time of the quotation then the premium and terms provided may change.

The basis for our recommendation is as follows:

Bespoke scheme wording which includes a number of cover enhancements above those offered by previous insurer with added protection of Difference in Conditions clause that will apply for 2 years.

Premium also shows a 5% reduction from that payable in 2018.

Our Capacity & Services – Important Information

The following information is in relation to the insurances for which we are quoting and, where applicable, for which you have asked us to arrange cover.

The capacity in which we are acting

Sourcing a suitable policy	We act as your agent	✓
	We act as agent of the insurer	
Placing the insurance	We act as your agent	✓
	We act as agent of the insurer	
In the event of a claim	We act as your agent	✓
	We act as agent of the insurer	

How we made our selection

Our Remuneration

We are usually remunerated by commission from your insurer which is a percentage of the total premium (excluding Insurance Premium Tax). You may be offered the opportunity to pay a fee partly or wholly in lieu of commission and in that event this will be confirmed in writing to you at the time of incepting or renewing your insurance.

We may also receive account based remuneration from some providers, which is a reflection of our ability to work more efficiently with those firms and the quality of our customer base. These remuneration agreements are usually conditional upon placement of an agreed volume of business and the overall profitability of business placed during a given period. However it is our policy to place business with an insurer solely upon the principle of putting your interests first.

To cover the cost of administering your Insurances you may also be asked to pay a policy administration fee. This fee will only be levied at policy inception and renewal. No additional fees will be chargeable for any mid-term alterations.

If you pay your premium by means of a third party finance agreement arranged by us we will receive a commission which is a percentage of the total premium financed.

You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance business.

Payment of Premium

There are a number of options available to you including interest free instalments with your recommended insurers. We look forward to discussing these further with you.

We would be delighted to act as your Insurance Broker and look forward to receiving your instructions on whether we have been successful in due course. I very much hope to have the opportunity to be looking after your business over the coming year.

Yours sincerely

A handwritten signature in black ink that reads "Stephen Packer". The signature is written in a cursive, flowing style.

Stephen Packer Cert CII
Account Executive
Direct Dial: 01752 675471
Email: stephen.p@wpsinsurance.co.uk

Summary of Sums Insured

	Sum Insured (£)
(1)	
Property Damage - Braunstone Civic Centre, 209 Kingsway, Leicester, Leicestershire, LE3 2PP ⁽²⁾	
Buildings	
Building - Commercial and recreational space with offices, meeting space, performance hall, bar, kitchen and associated welfare facilities, Other	2,435,539
Rent Payable &/or Receivable - Indemnity Period 12 Months	100,025
Contents	
General Contents	205,481
Miscellaneous - Computer Equipment	9,307
Property Damage - The Depot, Mossdale Meadows, Kingsway, Leicester, Leicestershire, LE3 2TW	
Buildings	
Building - Sports changing rooms and shower facilities, Other	397,417
Contents	
General Contents	1,578
Property Damage - Bowls Pavilion, Football Changing Rooms & Garage, Shakespeare Park, Avon Road, Leicester, Leicestershire, LE3 3AB ⁽³⁾	
Buildings	
Building - Bowls Pavilion, Changing Rooms and Store, Other	125,680
Contents	
General Contents	3,368
Property Damage - Thorpe Astley Community Centre, Lakin Drive, Thorpe Astley, Braunstone, Leicester, Leicestershire, LE3 3RU	
Buildings	
Building - Community Centre	1,362,729
Rent Payable &/or Receivable - Indemnity Period 12 Months	55,875
Contents	
General Contents	22,119
Property Damage - Anywhere within the boundaries of Braunstone, Anywhere within the boundaries of Braunstone, Braunceston, Leicestershire, LE3 XXX	
Buildings	
Building - Street Furniture including CCTV Equipment, Other	65,786
Buildings	

	Sum Insured (£)
Building - Play & Skatepark Equipment including Surfaces, Other	520,892
Buildings	
Building - Infrastructure - Gates, Fences & Walls	82,314
Property Damage - Specified All Risks, n/a, n/a, XXX XXX	
Specified All Risks	
Specified All Risks Item - Regalia	8,407
Specified All Risks Item - Garden & Maintenance Machinery/tools & Associated equipment	58,822
Specified All Risks Item - Laptop Computers & Portable Electronic Equipment	2,368
Specified All Risks Item - Miscellaneous/Other	4,250
Specified All Risks Item - Miscellaneous/Other	225
Business Interruption	
Gross Revenue/Income - Indemnity Period 0 Months	0
Additional Increased Cost of Working - Indemnity Period 12 Months	50,000
Money ⁽⁴⁾	
Money in the Policyholder's Premises	
During Work Hours or in Transit	10,000
Out of Work Hours in Safes & Strongrooms - Chubb Eurosafe located at Council Offices in the Civic Centre	5,000
All Other Locked Safes or Strongrooms - Unspecified safes	2,000
Out of Work Hours Not in Safes	250
Money Out of Policyholder's Premises	500
Non-Negotiable Money	250,000
Liabilities	
Employers Liability	10,000,000
Legal Defence Costs Part A	250,000
Legal Defence Costs Part B	250,000
Public & Products Liability ⁽⁵⁾	15,000,000
Indemnity to Hirer	2,000,000
Libel & Slander	250,000
Statutory Environmental clean-Up costs	1,000,000
Fidelity	280,000
Legal Expenses	100,000
Officials Liability	250,000
Personal Accident	

	Sum Insured (£)
Employees - Any Employee of the Insured resident in Britain	
Capital Benefits	40,000
Weekly Benefits	400
Employees - Any Council member of the Insured resident in Britain	
Capital Benefits	20,000
Weekly Benefits	400

Rating Notes

1)

Endorsements

Difference in Conditions

In respect of any Claim or any circumstance which might reasonably be expected to produce a Claim notified to the Insurer during the Period of Insurance, within two years of expiry of the commercial combined policy immediately preceding (policy number 24330662CCI "the Preceding Commercial Combined Policy") this Policy, the terms conditions exclusions and limitations of the Preceding Commercial Combined Policy shall take precedence over any terms Conditions Exclusions and limitations of this RSA Policy which are less favourable to the Insured except for the following specific restrictions

- The Limit of Indemnity and the Insured's Contribution applicable to any such Claim or Claim arising from such circumstance which might reasonably be expected to produce a Claim and notified under Claims Condition 1 shall be limited to those applicable under this Policy
- The following insurances and services are excluded
 - A) Help advice or other telephone services
 - B) Legal Expenses or Legal Protection insurance
 - C) Terrorism Insurance

Stability Agreement

Policyholder : Braunstone Town Council

Policy No. : **n/a quotation only**

Company : RSA

Period of Agreement : From 01/11/2019 to 31/10/2022

Initial Period : From 01/11/2019 to 31/10/2020

Second Period : From 01/11/2020 to 31/10/2021

Third Period : From 01/11/2021 to 31/10/2022

For the Period of Agreement shown above and subject to the Adjustment Provisions specified herein the Policyholder agrees to maintain the policy in force and the Company agree to calculate the premium on the sums insured applicable for the Initial Period and the following rates thereafter

Second Period : at the rates applicable for the Initial Period
Third Period : at the rates applicable for the Second Period
Provisos

Provided that

1. the Company may also vary the terms of the policy in accordance with the Special Provisions defined herein
2. any imposition of or increase in any levy or tax on premiums or contribution to governmental or non-governmental insurance schemes or pools will be borne by the Insured
3. all other terms definitions provisions extensions exclusions and conditions of the policy will continue to apply

Definitions

1. Loss Ratio shall mean the percentage which the total of paid claims outstanding reserves (as established by the Insurers) and related loss adjustment expenses incurred during the Initial Period or the Second Period bears to the Earned Premium for the same Initial or Second period
2. Prior Years Loss Ratio shall mean the percentage which the total of paid claims outstanding reserves (as established by or declared to the Insurers) and related loss adjustment expenses incurred during the three years prior to commencement of the agreement bears to the Prior Years Earned Premium
3. Earned Premium means the total of the premiums paid or payable for the period including adjustments but excluding commission or any taxes or levies on premiums or contributions to governmental or non-governmental insurance schemes or pools
4. Prior Years Earned Premium means three times the total of the premium paid or payable to the Company for the Initial Period of the Agreement or three times the total of the Earned Premium for the first twelve months of the Agreement whichever is the less including adjustments but excluding commission or any taxes or levies on premiums or contributions to governmental or non-governmental insurance schemes or pools

Adjustment Provision

1. If at the expiry of the Initial Period
 - a) the Loss Ratio exceeds 40% for the Initial Period or
 - b) the Prior Years Loss Ratio exceeds 30%the Company reserve the right to terminate the Agreement or re-negotiate the premium or rates for application to the Second Period
2. If at the expiry of the Second Period
 - a. the Loss Ratio exceeds 40% for each of the Initial and Second Periods or
 - b. the Prior Years Loss Ratio exceeds 30%the Company reserve the right to terminate the Agreement or re-negotiate the premium or rates for application to the Third Period
3. Any premiums or claims in respect of any reinsurance to governmental or non-governmental insurance schemes or pools shall not be taken into account in arriving at the Loss Ratio or Earned Premium

Special Provisions

Declaration of Claims

A declaration of all paid and outstanding claims by the previous Insurer for the three years prior to the commencement of this agreement shall be provided to the Company prior to the expiry of the Initial Period and prior to the expiry of the Second Period for the purposes of calculating the Prior Years Loss Ratio

In respect of any class of business provided by the Policy that were placed with the Company for the full period of three years prior to the commencement of the Agreement a declaration of claims is not required

Rights of the Company

The Company reserve the right regardless of the Loss Ratio to:

1 adjust the premium or rates restrict the cover or vary the terms or conditions to reflect changes which have a material effect upon the scope of cover or indemnity provided by the policy or extent of risk being

a) acquisitions or disposals of property or companies or changes in the business carried on by the Policyholder

b) the Company adopting a change in the underwriting policy in respect of any class of business included in the policy or imposing limits of loss or liability to all policies in any class of business included in the policy

c) any limitation reduction in capacity or rate increase imposed by any re-insurer of the Company

d) any change in market practice

e) legislation being any enactment subordinate legislation law regulation decree treaty or instrument in force in any country or territory covered by the policy

f) judgements awards or decisions made by any court tribunal or arbitration any government or regulatory body or ombudsman

2 adjust the premium or rates restrict the cover or vary the terms or conditions or terminate the Agreement:

a) to reflect a legal requirement to do so

b) if at any time the Policyholder shall be merged with acquired by or otherwise absorbed or controlled by any individual or corporation or other business entity of any kind

c) if at any time the Policyholder shall go into any form of liquidation bankruptcy receivership or administration or equivalent status or become the subject of an action in bankruptcy

d) if at any time the Policyholder fails to complete any requirements agreed with the Company within the agreed timescales

3 adjust the Building and Contents sums insured in line with the Insurers published index linking guides

	<p>Rights of the Policyholder</p> <p>1 If the Company elect to change the terms in accordance with any of the Adjustment Provisions or Special Provisions then the Policyholder may at its option terminate the Agreement without penalty</p> <p>2 The Policyholder may cancel the agreement at expiry of the Initial Period (or Second Period) without the Insurer activating its rights within the Adjustment Provisions or Special Provisions subject to a payment of 45% of the annual premium which would have been payable for the Second (or Third Period)</p> <p>Memoranda</p> <p>If at any time the Policyholder shall be merged with acquired by or otherwise absorbed or controlled by any individual or corporation or other business entity of any kind provided the entity continues to trade in the name stated within this agreement then the Agreement shall be considered to still be in force</p> <p>.</p>
	<p><u>Low Claims Rebate Clause</u></p> <p>For the purpose of this endorsement</p> <p>Eligible lines of business are Material Damage, Business Interruption, Employers Liability and Public/Products Liability</p> <p>'Cut Off Date' means the date at which the Loss Ratio will be calculated</p> <p>Provided that the Loss Ratio for each Period of Insurance does not exceed 25% at the Cut Off Date on the Commercial Combined Policy the Company shall allow a return premium on the Net Earned Premium based on the following scale of rebate provided that the loss ratio does not exceed the amount shown at the Cut Off Date in respect of the Period of Insurance shown below</p> <p>All claims outstanding at the Cut Off Date shall be regarded as paid for the purposes of this endorsement</p> <p>The payment of the profit rebate is conditional on the renewal of the policy with the Company at the expiry of each period of insurance specified below</p> <p>Period of Insurance 01/11/2019 to 31/10/2022 Cut Off Date 3 months after renewal</p> <p>Commercial Combined Policy Loss Ratio % Return Premium %</p> <p>< 25% 2.5% < 20% 5.0% < 15% 7.5%</p> <p>.</p>
2)	<p>Endorsements</p> <p><u>Alarm Condition - Audible Only</u></p> <p>The Business Premises must be protected by an intruder alarm system installed and</p>

maintained by a company which is acceptable to the police and is recognised as an installer of intruder alarms by either the National Security Inspectorate (NSI) or the Security Systems and Alarms Inspection Board (SSAIB)

The system must provide protection to all parts of the Business Premises and must

- a) conform to Grade 2x in accordance with BSI Published Document PD6662 (or as otherwise agreed by the Company in writing)
- b) incorporate audible only signalling

Minimum Standards of Security

This clause applies to the Property Insurance section of this Policy

(Applicable to any cover granted in respect of Damage by Theft)

It is a condition precedent to any liability of the Company for Damage that the Policyholder shall have implemented the following security measures with effect from 01/11/2019

A) The Final Exit Door of the premises be fitted with a mortice deadlock which has 5 or more levers and/or conforms to British Standard 3621:1980 specification for thief resistant locks and matching boxed striking plate

B) All other external doors and all internal doors giving access to any part of the buildings not occupied by the Policyholder for the purpose of the Business be fitted with either

- 1) a mortice deadlock with matching boxed striking plate as specified in A) above

or

- 2) two key - operated security bolts for doors one fitted approximately 30cm from the top of the door and the other 30cm from the bottom

C) All ground floor and basement opening windows/skylights and other opening windows/skylights accessible from roofs decks balconies fire escapes canopies or down pipes be fitted with key-operated window locks

This requirement does not apply to window/skylights which are protected by solid steel bars grilles lockable gates expanded metal or weld-mesh provided agreement shall have been obtained from the Company and is stated on the Schedule

Any door or window officially designated a fire exit by the fire authority is excluded from these requirements

Flat Roof Condition

It is a condition precedent to insurer's liability of damage by storm or tempest that:

- 1. Any flat felted roof, or part thereof of the premises shall be inspected at least once every two years by a qualified builder or property surveyor and any defect identified by that inspection be repaired immediately.

	<p>2. Any guttering is checked for blockages or defects by a competent person at inception or renewal and at six-monthly intervals thereafter, any remedial action required to be implemented immediately.</p> <p>3. A record of all inspections shall be made and retained by the Insured.</p> <p>.</p>
	<p><u>Cooking Area Protections</u></p> <p>This clause applies to the Property Damage Insurance section of this Policy</p> <p>It is a condition precedent to any liability of the Company for Damage that</p> <p>1) all extract ductwork shall be inspected and cleaned by a competent contractor at least in accordance with the inspection and cleaning interval as specified in this clause below and a report issued to the Policyholder and kept available for inspection by the Company</p> <p>2) all cooking equipment is to be operated and serviced in accordance with the manufacturers' instructions</p> <p>3) all cooking equipment is not left unattended whilst the heat source is operating and the power/fuel supply shall be shut off outside working hours</p> <p>4) all fat frying ranges shall be equipped with cooking thermostats arranged to prevent the temperature of the fat rising above 205°C or the manufacturers recommended temperature Such thermostats to be serviced at least once in every 12 month period</p> <p>5) a minimum of One Class F fire extinguisher conforming to British Standard 7937 and a fire blanket conforming to BS EN 1869 to be located in each cooking area</p> <p>6) any fixed fire extinguishing system fitted is operated and serviced in accordance with the manufacturers' instructions</p> <p>7) all cooker hoods grease traps and filters are cleaned at least every 12 months</p>
<p>3)</p>	<p>Endorsements</p> <p><u>Alternative Basis of Settlement</u> The Basis of Settlement is amended to Indemnity. This clause applies to the following Premises: Bowls Pavilion, Football Changing Rooms & Garage, Shakespeare Park, Avon Road, Leicester, Leicestershire, LE3 3AB</p>
<p>4)</p>	<p>Conditions Precedent</p> <p><u>Safe Keys Clause</u> This clause applies to the Money Insurance section of this Policy Policy exclusion 8 Removal of Keys and 9 Safe Keys and Combinations It is hereby noted and agreed that the keys to the Chubb Eurosafe safe are kept in a combination safe in a separate room within the Council's offices. This clause applies to the following Premises: Braunstone Civic Centre, 209 Kingsway, Leicester, Leicestershire, LE3 2PP</p> <p>.</p>
	<p><u>The following Conditions apply in respect of Braunstone Civic Centre, 209 Kingsway, Leicester, Leicestershire, LE3 2PP:</u></p> <ul style="list-style-type: none"> • Alarm Condition - Audible Only • Minimum Standards of Security Condition <p>Refer to Property Damage section for full wordings</p>

5)

Endorsements

Bona Fide Sub-Contractors (firework displays, inflatable devices & passenger carrying amusement devices)

This endorsement applies to Liability Insurance Section 2 Public/Products Liability section

It is a condition precedent to any liability of the Company arising from firework displays and inflatable devices and passenger carrying amusement devices that bona fide sub-contractors have Public Liability insurance in respect of their legal liability at law for injury or loss or damage to property arising in connection with the Business and that

A) the Limit of Indemnity of the Public Liability insurance is not less than £10,000,000 in respect of any one claim or number of claims arising out of any one Event.

B) such insurance have been extended to indemnify the Policyholder as principal against all liability for such injury or loss of or damage to property

BRAUNSTONE TOWN COUNCIL

POLICY & RESOURCES COMMITTEE - 31st OCTOBER 2019

Item 10 – Park & Open Spaces Winter Works Programme 2019/2020

Purpose

To consider items for inclusion on the Winter Works Programme for 2019/2020 for the Councils Parks, Open Spaces and Grounds.

Background

A Winter Works programme was submitted to the committee on an annual basis to approve works and capital projects on the Parks and Open Spaces in Braunstone Town. In past years consultation was undertaken with the ground staff to discuss what work or projects were required to maintain and improve the areas that the Town Council manage and the works discussed covered piecemeal work to each park or open space.

In 2017 it was agreed that the a more systematic approach be taken to the Winter Works programme by selecting a particular park or open space to concentrate on and improve, subject to budget restrictions. On discussing which area to concentrate on with the ground staff it was agreed that Franklin Park be considered for this season of work.

It was agreed that work to Franklin Park during the Winter Works programme 2019 2020 to include a full Tree Survey, maintenance work to the pond area and replacement of wet pour safety surfaces to Mulch surface under the existing play equipment. Mulch surface requires considerably less annual maintenance and reduces the cost of annually having to top up the safety tree bark.

It was noted that urgent work was required on the brook that runs through Mosssdale Meadows to repair the bank at the Brockenhurst entrance to the park. However, the Environment Agency would be contacted to request support for the work to be carried out on the brook, if possible.

Further work will also be carried out on planting more trees on the open spaces and parks in Braunstone Town and Thorpe Astley areas. Other general winter works operations would be carried out on all the other parks and open spaces as required.

Recommendations

1. that the Winter Works Programme 2019/2020, attached at Appendix 1, be approved; and
2. that Franklin Park be the chosen park/open space to be maintained in the Winter Works Programme 2019/2019.

Reasons

1. to ensure that parks and open spaces in Braunstone Town are maintained to a high level
2. that work was required to the play area safety surfaces, pond area and a tree survey undertaken on Franklin Park.

WINTER WORKS 2019/2020

BRAUNSTONE TOWN

OPEN SPACE / PARK	ITEM	FAULT / ACTION	COMPLETED DATE/INITIAL
CIVIC CENTRE	Hedges and trees	General winter maintenance Remove decayed trees	
	Hedges	Cut back overhanging trees	
	Borders	Prune back all borders	
	Library	Clear rear of library of all shrubs	
	Car Park	Repair to tarmac and repaint white lines	
	Litter bins	Disinfect all bins	

OPEN SPACE / PARK	ITEM	FAULT / ACTION	COMPLETED DATE/INITIAL
MOSSDALE MEADOWS	Hedges and trees	General winter maintenance Coppice trees adjacent to skate park	
	Brockenhurst entrance	Replace gabions in brook (stones required) Install new disabled access	
	Brook	Coppice willow in brook and clear	
	Pavilion	Repair guttering	
	Car park	New drop down post required Knee high fencing in car park to be replaced	
	Path	Reinstate path to top field	
PLAY GROUND	ROSPA	Tree bark in play ground Fencing Junior Swing and Supernova bay wet pour surface repair Toddler swing bay equipment repair Junior multiplay bolts	
	Litter bins	Disinfect all bins	

OPEN SPACE / PARK	ITEM	FAULT / ACTION	COMPLETED DATE/INITIAL
MERRILEYS	Hedges and trees	Thin out trees and remove dead or damaged trees Prune and hedge cut pathways	

	Fencing	Remove or repair damaged fencing	
	Paths	Reinstate pathways	
	Bins	Reinstate bin and bench	
	Litter bins	Disinfect all bins	

OPEN SPACE / PARK	ITEM	FAULT / ACTION	COMPLETED DATE/INITIAL
FRANKLIN PARK	Hedges and trees	General winter maintenance	
	Trees	Tree survey to be undertaken	
	Pond	To be cleared and area tidied	
	Meadow area	Rotavate and sow wild flower seeds	
	Pond	Clear pond and surrounding area	
	Path	Extend mill waste path through meadow area	
	Car Park	White line car park	
	Orchard	Prune apple trees and clear orchard	
	ROSPA	Missing bolt on fence Graffiti on space net Toddler Swing by surface repair Play bark under seesaw, arch frame and swings	
	Litter bins	Disinfect all bins	

OPEN SPACE / PARK	ITEM	FAULT / ACTION	COMPLETED DATE/INITIAL
SHAKESPEARE	Hedges and trees	General winter maintenance	
	Playground	Tree bark under play equipment	
	ROSPA	Swing bay supports loose in ground to repair	
	Litter bins	Disinfect all bins	

OPEN SPACE / PARK	ITEM	FAULT / ACTION	COMPLETED DATE/INITIAL
HOLMFIELD PARK	Hedges and trees	General winter maintenance Trim hedges right back at side of park	
	Litter pick	Deep litter pick adjacent to 5 aside pitch	
	Trees	Coppice lime trees along Wardens Walk	
	Playground	Repair to playground gate	
	ROSPA	Fence post rotting – immediate replacement	
	Litter bins	Disinfect all bins	

BRAUNSTONE TOWN COUNCIL

WINTER WORKS 2019/2020

THORPE ASTLEY

OPEN SPACE / PARK	ITEM	FAULT / ACTION	COMPLETED DATE/INITIAL
THORPE ASTLEY CENTRE	Hedges and trees	General winter maintenance and tree crown lifting where required	
	Trees	Plant free trees from the Woodland trust (220)	
	200 whips (small trees)	To continue boundary hedge from last year	
	15 standard trees	Planted around Thorpe Astley Community Centre and open spaces	
	Litter bins	Disinfect all bins	
	Notice boards	Replace two notice boards in Thorpe Astley area	

OPEN SPACE / PARK	ITEM	FAULT / ACTION	COMPLETED DATE/INITIAL
TA MUGA AND TENNIS COURTS PLAY AREA TRIM TRAIL	Hedges and trees	General winter maintenance and tree crown lifting where required	
	MUGA and tennis courts	Replace top rail Replace basketball nets in MUGA Replace tennis net	
	ROSPA	Replenish tree bark Rotator bowl warn bearings	
	Trim trail	Plant wild seeds Gravel paths need topping up	
	Litter bins	Disinfect all bins	
	Litter	Deep annual litter pick of land between centre and M1	

OPEN SPACE / PARK	ITEM	FAULT / ACTION	COMPLETED DATE/INITIAL
ALL AREAS	Knee high fencing	To replacement missing/damaged fencing where essential Remove damaged knee high fencing at non-essential areas.	
COOK CLOSE	Litter bins	Disinfect all bins	

OPEN SPACE / PARK	ITEM	FAULT / ACTION	COMPLETED DATE/INITIAL
PRIESTMAN ROAD PLAY AREA	Hedges and trees	General winter maintenance and tree crown lifting where required	
	Litter bins	Disinfect all bins	
	ROSPA	All wet pour surfaces require repair or replacement	

OPEN SPACE / PARK	ITEM	FAULT / ACTION	COMPLETED DATE/INITIAL
FOXHOLE SPINNEY	Hedges and trees	General winter maintenance and tree crown lifting where required	
	Litter	Deep litter pick	
	Footpaths	To be cleared of trees and bushes	
	Litter bins	Disinfect all bins	

OPEN SPACE / PARK	ITEM	FAULT / ACTION	COMPLETED DATE/INITIAL
HILCOTT GREEN	Hedges and trees	General winter maintenance and tree crown lifting where required	
	Fruit trees	Require pruning	
	Litter bins	Disinfect all bins	
	ROSPA	Wet pour surface requires repair or replacement	

OPEN SPACE / PARK	ITEM	FAULT / ACTION	COMPLETED DATE/INITIAL
ISOBELLA ROAD PLAY AREA	Hedges and trees	General winter maintenance and tree crown lifting where required	
	Litter bins	Disinfect all bins	
	ROSPA	Wet pour surface requires repair or replacement	

OPEN SPACE / PARK	ITEM	FAULT / ACTION	COMPLETED DATE/INITIAL
IMPEY CLOSE PLAY AREA	Hedges and trees	General winter maintenance and tree crown lifting where required	
	Litter bins	Disinfect all bins	
	ROSPA		

OPEN SPACE / PARK	ITEM	FAULT / ACTION	COMPLETED DATE/INITIAL
FOXON WAY	Hedges	Cut back hedge from fence adjacent to properties	

OPEN SPACE / PARK	ITEM	FAULT / ACTION	COMPLETED DATE/INITIAL
MARSHALL CLOSE PLAY AREA	Hedges and trees	General winter maintenance and tree crown lifting where required	
	Litter bins	Disinfect all bins	
	ROSPA	Wet pour surface needs repairing or replacing	

OPEN SPACE / PARK	ITEM	FAULT / ACTION	COMPLETED DATE/INITIAL
LONG SPINNEY	Hedges and trees	General winter maintenance and crown topping where needed	
	Litter	Deep litter pick	
	Litter bins	Disinfect all bins	
	Footpaths	To be cleared of trees and shrubs	

OPEN SPACE / PARK	ITEM	FAULT / ACTION	COMPLETED DATE/INITIAL
OWEN CLOSE	Litter bins	Disinfect all bins	

OPEN SPACE / PARK	ITEM	FAULT / ACTION	COMPLETED DATE/INITIAL
LUBBESTHORPE ISLAND	Litter bins	Disinfect all bins	

OPEN SPACE / PARK	ITEM	FAULT / ACTION	COMPLETED DATE/INITIAL
VILLAGE GREEN	Litter bins	Disinfect all bins	
	Gravel path	Requires topping up	

OPEN SPACE / PARK	ITEM	FAULT / ACTION	COMPLETED DATE/INITIAL
COLLINS CLOSE	Litter bins	Disinfect all bins	

OPEN SPACE / PARK	ITEM	FAULT / ACTION	COMPLETED DATE/INITIAL
LUBBESTHORPE BROOK		Annual walk through and clearance of brook where required	
	Bridge at Aldi	Replace top rail on bridge	
	Litter bins	Disinfect all bins	

BRAUNSTONE TOWN COUNCIL

POLICY & RESOURCES COMMITTEE – 31st OCTOBER 2019

Item 11 – Update on Thorpe Astley Culvert and legal transfer of Thorpe Astley Park

Purpose

To receive an update on the current position with Thorpe Astley Culvert and the legal transfer of Thorpe Astley Park.

Background

Thorpe Astley Park has been transferred from Persimmon Homes Ltd to Blaby District Council, who received £236,054.58 in commuted sums.

The Town Council manage and maintain the park under a Licence Agreement and are able to draw on the commuted sums to cover costs. With legal costs and maintenance and improvement costs to date, including £15,000 in the 2018/2019 budget, the unspent balance of commuted sums is £128,680.44.

The long term intention is for the Town Council to take the freehold title of the land and receive the balance of the commuted sums.

It had been Leicestershire County Council's original intention on opening of the Community Centre and Park area in 2010 to adopt the footpath, bridge and lighting columns through the park area; however it had not proceeded due to the culvert installed by the developers over Lubbesthorpe Brook not meeting the County Council's required specifications. However, when an agreement was reached, the County Council on 11th May 2017, confirmed that it would no longer adopt the footway and lighting.

As a result, Blaby District Council approached the Town Council on 26th September 2017 to ask whether the Town Council would be prepared to adopt the park and receive the balance of the commuted sums without Leicestershire County Council adopting the footpath, bridge and lighting, provided Persimmon Homes installed the new bridge.

On 22nd February 2018, the Committee resolved:

“that Braunstone Town Council adopt Thorpe Astley Park without Leicestershire County Council adopting the footpath, bridge and lighting, subject to:

- a) confirmation that the balance of the commuted sums held by Blaby District Council would be paid on or before completion;*
- b) Persimmon Homes installing the proposed new bridge at the culvert over Lubbesthorpe Brook; and*
- c) the new bridge referred to in b above being approved by a 3rd party Structural Engineer jointly appointed by the District and Town Councils and an inspection*

undertaken on completion to confirm drawings compliance”

In June 2019, agreement was reached with Persimmons to schedule the works.

Both Councils have appointed Michael Evans & Associates Ltd who reviewed and approved the 2016 Investigation Report, which sets out the agreed specification for the new bridge design, to oversee and sign off the work.

The works were due to commence on Monday 21st October and take approximately three weeks to complete. During the works the footpaths leading up to the bridge will have to be closed for safety and pedestrians diverted to other access points. When the contractors provided a map showing all the areas that will have to be closed and fenced off, it was noted that one footpath (parallel to the Brook) is a public right of way and therefore a footpath closure and diversion order is required from Leicestershire County Council. Currently the work is delayed pending the approval for the temporary closure of the footpath has been received.

Since the work will be carried out over the winter months it will not be possible to use the grassed area by the path to store the mechanical equipment on as this will damage the surface. It has therefore been agreed that the bottom corner of the Community Centre car park will be fenced off for the equipment store.

Recommendation

That an update report on progress with Thorpe Astley Culvert be submitted to the Committee in February 2020.

Reason

To keep a watch on progress with implementing the Town Council's desire to complete the transfer of Thorpe Astley Park, a significant asset that should be owned by the Town Council, without further delays and additional cost.

BRAUNSTONE TOWN COUNCIL

POLICY & RESOURCES COMMITTEE – 31st OCTOBER 2019

Item 12 – Tennis Court Improvements

Purpose

To consider arrangements for installing access gates and a bookings system for the Town Council's Tennis Courts.

Background

Officers have been in discussion with the Lawn Tennis Association concerning their tennis courts venue management system and gate access technology. A copy of the brochure is attached at Appendix 1.

The Lawn Tennis Association state that it delivers an excellent customer journey and generates revenue for the long term sustainability of the facility. The setup costs are around £7.5k for all the hardware, software and installation of the gate.

Initially discussions have centred around installing the system at the Shakespeare Park Tennis Courts following their refurbishment, the principle of which has been endorsed by the Working Group, Citizens' Advisory Panel and the Committee. However, there is a view that due to some misuse of the tennis courts at Thorpe Astley, particularly by some dog owners, that these courts would also benefit from the system.

Installation of the System

Currently installation at Shakespeare Park is pending the completion of the Pavilion and Site Improvement works, given the Tennis Courts will be closed for the duration of the construction and refurbished at the end of the project.

In respect of Thorpe Astley, it is recommended that the opportunity be explored as follows:

- a quote be obtained for installing the gates at Thorpe Astley;
- a quote be obtained for connecting the floodlights into the system; and
- technical discussions take place with the Lawn tennis Association's contractor to ascertain viability.

Once details are finalised, a cost estimate is obtained and the amount of funding the Lawn tennis Association can provide is confirmed then there will be a need to undertake a consultation to ascertain the community's views.

Recommendations

1. That the potential to install the Lawn Tennis Association's tennis courts venue management system and gate access technology at the Town Council's managed Tennis Courts be supported in principle; and
2. that delegated authority be given to the Executive Officer & Town Clerk to obtain quotes, seek funding and enter into technical discussions to devise a scheme, particularly for Thorpe Astley Tennis Courts, for consultation and further consideration.

Reasons

1. To enable a more structured use of the tennis courts facilities and to ensure that funds were available to maintain the standard of the courts in future years.
2. To explore the viability of introducing a venue management system and gate access technology at Thorpe Astley Tennis Courts and to access external funding towards the cost of installation.