

Acton Field Trust

Minutes of the Committee of the Acton Field Trust on 4 December 2023

Attended: Nick Antill, Graham Round, Christine Johnson

Members of the public: Eight

AGENDA

Election of chairman

- 1 Graham Round was unanimously elected as chairman.

Apologies and Declarations

- 2(i) Apologies from Alison Chapman, Roberta Carradine and Abigail Massey.
- 2(ii) There were no declarations of interest.

Public Session

Will the committee include non-councillors? Yes.

Constitution and governance

- 3(i) The Deed of Gift which is the Trust's official constitution and the Terms of Reference for the Trust agreed by the Parish Council (ref minute 23/10 10(ii)) was noted.
- 3(ii) The governance document for proposal to the parish council for ongoing management of the Trust was considered. It was unanimously approved.

Administration

- 4(i) It was unanimously agreed to ratify the insurance policy arranged by the working group with Markel UK Ltd, annual premium £162.40.
- 4(ii) It was unanimously agreed to open a bank account for Acton Field Trust. Nick Antill will also investigate brokers to find one to take on the bulk of the endowment funds when they arrive, and report to the January meeting.
- 4(iii) It was unanimously agreed to confirm the working party's decision to register the Acton Field Trust with the Charity Commission.
- 4(iv) It was noted that the Acton Field Trust Deeds will be held at the Sudbury branch of Bates Wells and Braithwaite.
- 4(v) It was unanimously agreed that the frequency and timing of meetings will be at least three annually. The meetings will be announced and open to the public as with PC meetings.

- 4(vi) The need for roles such as secretary, treasurer, etc, was noted, with co-options to occur at the January meeting. It was noted that the membership of the committee is not restricted to six, if appropriate applications are made by individuals with useful skills.
- 4(vii) A budget of £3,000 was unanimously agreed for urgent maintenance tasks.

Acton Field Trust

Date of notice: 28 November 2023

The first meeting of the Acton Field Trust will take place on **Monday 4 December 2023** at 11am in Acton Village Hall.

The Acton Field Trust is a committee of Acton Parish Council. Members of the public and press are welcome to attend this public meeting and have a statutory right to attend meetings of the council as observers.

AGENDA

Election of chairman

- 1 To elect a chairman

Apologies and Declarations

- 2(i) To receive apologies.
- 2(ii) To receive declarations of interest and consider requests for a dispensation.

Constitution and governance

- 3(i) To note the Deed of Gift which is the Trust's official constitution and the Terms of Reference for the Trust agreed by the Parish Council (ref minute 23/10 10(ii))
- 3(ii) To consider a governance document for proposal to the parish council for ongoing management of the Trust.

Administration

- 4(i) To ratify the insurance policy arranged by the working group with Markel UK Ltd, annual premium £162.40
- 4(ii) To agree to open a bank account for Acton Field Trust.
- 4(iii) To confirm the working party's decision to register the Acton Field Trust with the Charity Commission.
- 4(iv) To note that the Acton Field Trust Deeds will be held at the Sudbury branch of Bates Wells and Braithwaite.
- 4(v) To agree the frequency and timing of meetings (at least 3).
- 4(vi) To agree secretary, treasurer and any other roles.
- 4(vii) To agree budget and delegated authority for urgent maintenance tasks.

Acton Field Trust Committee

Terms of Reference

Agreed by Acton Parish Council October 2023 (minute 23/10 10(ii))

Authority

1. Acton Parish Council is the sole Corporate Trustee of Acton Field Trust. Members of the Acton Field Trust Committee will manage the charity [registered number -----] on behalf of Acton Parish Council.
2. The Terms of Reference set out in this document are approved by Acton Parish Council and may be amended by full Council.
3. The Acton Field Trust Committee is constituted as a committee of Acton Parish Council to manage the field on the south-east of Barrow Hill which is registered at HM Land Registry under Title No SK 265123 and which will be called Acton Field.
4. The Committee shall ensure that decisions are taken independently of the interests of the council. Committee members are required to take decisions in the interests of the Trust as set out in its governing documents.
5. The Committee has the authority to manage the Trusts accounts and decide expenditure for management of the Trust to meet its charitable objects.

Meetings

6. The Committee will operate in accordance with the Standing Orders of the council. In particular:
 - 6.1 The Committee will be quorate with no less than 3 committee members.
 - 6.2 The number and frequency of ordinary meetings will be no less than 3 per year.

Committee membership

7. The full Council shall appoint committee members annually at the Annual Parish Council Meeting and set their term of office.
8. The Committee shall elect its own chairman annually at its first meeting.
9. The Committee shall be made up of no more than 6 members and may include non-councillors.
10. The full Council may co-opt members to the Committee at any time.
11. All Committee members (councillors and non-councillors) may vote in Committee meetings.

THIS DEED OF GIFT made the [date] 2023

BETWEEN

(1) The Trustees:

Charles Cleaver Bailey, of 31 Princess Street, Roath, Cardiff CF24 3SL, retired Police Superintendent

and

Penelope Anne Wotton, of Birketts LLP, Brierly Place, 160-162 New London Road, Chelmsford, Essex CM2 0AP, Solicitor

(and the expression ‘the **Trustees**’ shall where the context admits include the successors of the Trustees as charity trustees of the Trust)

AND

(2) Acton Parish Council in the County of Suffolk (**APC**), whose address is c/o Fiona Mullins (Clerk), of Old Hall, East Bergholt, Suffolk CO7 6TG

WITNESSES AS FOLLOWS:

WHEREAS

- (1) The Trustees are the present trustees of the charitable trust called The Innominate Trust (registered charity no. 271175) (the **Trust**);
- (2) The Trust was established by trust deed dated 2 February 1976;
- (3) The founders intended that the Trust should be administered consonantly with Quaker principles but the objects of the Trust extend to all charitable purposes;

- (4) The Trustees desire, in furtherance of the objects of the Trust, to transfer to APC all the land and other property of the Trust (the **Trust Property**) (i) immediately under this Deed, in respect of the property described in part 1 of the Second Schedule hereto and (ii) on the dissolution of the Trust on or about 5 April 2024 , in respect of the balance of the Trust Property, all subject to certain conditions, as follows:
- a. APC will receive the Trust Property as sole corporate trustee upon the charitable trusts set forth in the First Schedule to this Deed;
 - b. APC will covenant on behalf of itself and its successors as charity trustees of the charitable trust created by this Deed, and of any successor charity, to indemnify the Trustees against any other costs or liabilities lawfully incurred by them before the dissolution of the Trust in their capacity as charity trustees of the Trust so long as the liability of APC, its successors as such charity trustees and any successor charity under such indemnity shall be limited to the value for the time being of the assets for the time being belonging to the charitable trust created by this Deed or to any such successor charity as the case may be;
- (5) The Trustees have resolved to dissolve the Trust on or about 5 April 2024 and to distribute the balance of the Trust Property remaining after meeting all liabilities to APC upon the trusts set forth in the First Schedule to this Deed;
- (6) The land and sum of cash forming part of the Trust Property which are to be transferred immediately to APC as aforesaid are described in part 1 of the Second Schedule to this Deed;
- (7) The cash and investments forming the balance of the Trust Property, as set forth in part 2 of the Second Schedule to this Deed (as made up to the [] November 2023)), are to continue to be administered or expended by the Trustees as part of the property of the Trust, and they or the property representing them, or the unapplied balance of the property representing the same, are to be transferred to APC subject to the provisions of this Deed on the dissolution of the Trust on or about 5 April 2024.
- (8) APC having received its own legal advice is content to undertake the trusts and provide the indemnities referred to above.

OPERATIVE PART

- 1 In consideration of the covenants contained in this Deed the Trustees will forthwith transfer to APC (i) by Land Registry Transfer of even date herewith, the land described in part 1 of the Second Schedule to this Deed and (ii) the sum of £4,500, upon the trusts set forth in the First Schedule to this Deed.

- 2 On or about 5 April 2024 the Trustees after meeting any remaining liabilities of the Trust will transfer subject to the provisions of this Deed to APC, any successors as charity trustees of the charity created by this Deed or any successor charity the then unapplied remainder of the Trust Property.

- 3 APC on behalf of itself, its successors as charity trustees and of any successor charity, hereby covenants to indemnify the Trustees in respect of any costs or liabilities lawfully incurred by the Trustees in their capacity as charity trustees of the Trust and to secure that any successor charity enters into a like covenant Provided That any such indemnity shall be limited to the value at the relevant time of the assets transferred to the charity created by this Deed under the provisions of this Deed.

IN WITNESS WHEREOF THE PARTIES HAVE THIS DAY RESPECTIVELY EXECUTED
THIS DEED

THE FIRST SCHEDULE

- 1 The charity hereby created shall be called the Acton Field Trust (the **Charity**).
- 2 Acton Parish Council (APC) acting in accordance with its usual procedures shall be the sole trustee of the Charity.
- 3 The objects of the Charity shall be for the benefit of the inhabitants of the parish of Acton in the County of Suffolk and the neighbourhood thereof and of those working studying or otherwise for the time being located within the said area to promote all or any of the following charitable purposes:
 - To maintain a public open space and to provide in the interests of social welfare facilities for recreation and other leisure-time occupation for the use of the public with the object of improving the conditions of the life of such persons; and/or
 - To promote the protection of wildlife and the protection and improvement of the physical and natural environment; and/or
 - To advance education, skills and capacity among such persons.
- 4 APC may at any time after the dissolution of the Trust transfer the whole of the property of the Charity to a Charitable Incorporated Organisation or charitable company having the same or a similar name and formed for the same or similar objects and thereupon dissolve the Charity as a charitable trust **Provided That** as a condition of the transfer of the property of the Charity to such successor charity the successor charity shall be required to undertake the covenants in favour of the Trustees as are contained in clause 3 of this Deed.

THE SECOND SCHEDULE

Part 1

Freehold land at Acton, Sudbury in the County of Suffolk being a field on the south-east of Barrow Hill and being the land registered at H M Land Registry under Title No. SK 265123

The sum of £4,500 cash.

Part 2

[Investments listed in the Holdings Summary in Brewin Dolphin's statement dated [21 September 2023]

£.....cash on shared interest account at the Co-operative Bank.

£.....cash on current account at Nat West Bank.

This part of this Schedule is made up to [] November 2023].

Signed as a Deed by Charles Cleaver Bailey

in the presence of:

Witness's signature:

Name:

Address:

Occupation:

Signed as a Deed by Penelope Anne Wotton

in the presence of:

Witness's signature:

Name:

Address:

Occupation:

Executed as a Deed by Acton Parish Council
acting by two Councillors

.....
(Chairman of Acton Parish Council); and

.....
(Vice Chairman of Acton Parish Council)

in the presence of the Proper Officer of
Acton Parish Council:



.....
.....

.....

Witness's signature

Name

Address

Occupation

.....

.....

.....

.....

.....

Proper
Officer
of
Acton
Parish
Council
|

.....



Summary of Policy Cover

Insurance Policy for Charities and Community Groups

This summary of cover outlines the main features, benefits and limitations of the different sections of cover available under your Markel policy. You may have decided to purchase all of the sections of cover available or just some of them.

Your own policy document will identify which sections of cover you have purchased and will detail the limits, excess, terms, conditions and exclusions which apply. **You should refer to your own policy document for full details of the cover you have purchased.**

Click heading to jump to section

- [Public/Products Liability](#)
- [Employers Liability](#)
- [Professional Indemnity](#)
- [Trustees Liability](#)
- [Legal Representation and Employment Disputes](#)
- [Property Damage](#)
- [Business Interruption](#)
- [Portable Equipment](#)
- [Money & Personal Assault](#)
- [Cyber and Data Risks](#)
- [Fidelity](#)
- [Occupational Personal Accident](#)
- [How to Make a Claim and Assistance Helplines](#)
- [General Information](#)

Public/Products Liability

Pays your legal defence costs and damages you are legally liable to pay to other parties for injury or damage caused by your activities or products. Cover is provided for all claims occurring during the Period of Insurance.

Claims must be brought within UK courts and a policy excess of £100 applies to each claim which involves loss or damage to someone else's property.

Cover includes:-

- Court attendance expenses
- Legal defence costs in respect of criminal proceedings brought under the Health & Safety at Work Act or Consumer Protection and Food Safety Act
- Indemnity to principals for whom you are performing work
- Damage to hired or rented premises (but not liability assumed under a tenancy agreement)
- Liability arising under the Defective Premises Act or Data Protection Act
- Personal liability arising from (non-manual) visits outside the UK

Cover excludes:-

- Fines, penalties and liquidated damages
- Loss, damage or destruction of electronic data
- Injury to you or your employees
- Loss or damage to property belonging to you, or in your care, custody or control
- Liability arising from your professional services
- Pollution other than when arising from a sudden, identifiable and unexpected incident outside of the USA and/or Canada
- Asbestos (materials and products) and products knowingly used in aerial devices, the petrochemical industry or which are exported to the USA
- Contractual agreements making you responsible for losses that would not exist in the absence of the agreement
- Loss arising from unauthorized acts resulting in disruption or failure of any computer equipment (cyber incidents)

Specific requirements:-

- All medical professionals (other than those acting in a nursing capacity only) are members of their recognised UK governing professional body and have their own insurance in force to cover their professional errors, omissions, negligence or malpractice.
- All equipment used for the purposes of carrying out your professional services must be calibrated and maintained in accordance with manufacturers recommendations
- Certain safety requirements in respect of gas, electrical and heating appliances

Employers Liability

Pays your legal defence costs and compensation you are legally liable to pay to employees who have suffered an injury whilst working for you. This cover is mandatory for all employers (including limited liability companies with more than one director). Cover is provided for all claims occurring during the Period of Insurance.

Claims must be brought within UK courts.

Cover includes:-

- Court attendance expenses
- Legal defence costs in respect of criminal proceedings brought under the Health & Safety at Work Act

Cover excludes:-

- Fines and penalties
- Any bodily injury occurring offshore

Professional Indemnity

Pays your legal defence costs and damages you are legally liable to pay to other parties arising from advocacy, assessments, consulting work, counselling, design and implementation of care programmes, diagnosis, education, teaching and training, investigations, publishing, remedial treatment, and research undertaken in connections with your activities. Cover is provided for all claims that are made during the Period of Insurance.

Claims must be brought within UK courts and a policy excess applies to each claim.

At your request cover extends to certain other persons including volunteers under your direct control.

Cover includes:-

- Negligence, breach of confidentiality or privacy, unintentional infringement of intellectual property, libel, slander or defamation or any other actual or alleged act, error or omission that results in a civil liability
- Loss of documents
- Court attendance expenses
- Thirty day discovery period following expiry of policy
- Public relations response service

Cover excludes:-

- Fines, penalties and liquidated damages
- Previous claims (and known circumstances) and claims arising from work carried out before insurance was first arranged
- Pollution, products and asbestos
- Infringement of patents, misappropriation of trade secrets or deliberate breaches of confidentiality or intellectual property rights
- Trading losses, directorship responsibilities, commercial and contract disputes
- Loss arising from a cyber incident or transmission of a computer virus

Specific requirements:-

- All medical professionals (other than those acting in a nursing capacity only) are members of their recognised UK governing professional body and have their own insurance in force to cover their professional errors, omissions, negligence or malpractice.
- All equipment used for the purposes of carrying out your professional services must be calibrated and maintained in accordance with manufacturers recommendations
- Certain safety requirements in respect of gas, electrical and heating appliances

Trustees Liability

Pays your legal defence costs and damages you are legally liable to pay to other parties following a wrongful act committed by you in your capacity as a company director or officer. Cover is provided for all claims that are made during the Period of Insurance.

Claims can be brought in any court other than those under the jurisdiction of the United States of America or Canada.

Cover includes:-

- Outside board appointments
- Costs and expenses in relation to disqualification proceedings, official investigations, environmental proceedings, extradition proceedings or proceedings brought under the corporate Manslaughter and Corporate Homicide Act
- Company reimbursement
- Thirty day discovery period following expiry of the policy, with the option to extend this further at an additional premium
- Public relations response service
- Non-executive and emergency costs and expenses provisions
- Court attendance expenses

Cover excludes:-

- Fines and penalties
- Dishonest and malicious acts
- Prior and pending litigation
- Any disqualification, investigation, environmental or extradition proceeding, or any wrongful act committed or attempted after the effective date of a takeover or merger
- Injury, property damage and professional services
- Acts committed in your capacity as a trustee or administrator of a pension scheme
- Loss arising from a cyber incident or transmission of a computer virus

Legal Representation and Employment Disputes

Pays your legal and representation costs together with any award you are required to pay following an employment dispute. Also pays costs and expenses for certain crisis management, identity fraud, official investigation, corporate manslaughter, pollution and data protection issues. Cover is provided for all claims that are made during the Period of Insurance.

Claims must be brought within UK courts and a policy excess of £250 applies to each claim.

Cover includes:-

- Public relations response service in respect of allegations of fraud or corruption, injury to employees, dismissal or resignation of main board directors and official investigations
- Employer helpline in relation to employment law disputes including disciplinary and grievance procedures, recruitment and dismissals, unlawful discrimination and TUPE issues
- Thirty day discovery period following expiry of policy

Cover excludes:-

- Dishonest or fraudulent conduct
- Circumstances known at inception
- Disputes between insureds
- Deliberate disregard for any employment legislation

Specific requirements:-

- You must consult and follow the advice of the Market employer helpline in any matter which relates to TUPE
- You must advise us within 30 days if you acquire or create a new subsidiary company which increases your number of employees by more than 10%

Property Damage

Pays the costs of repairing or replacing your buildings and their contents following accidental loss, destruction or damage (including, fire, flood, explosion, storm, theft, etc.). Cover is provided for all claims occurring during the Period of Insurance.

A policy excess of £250 applies to each claim, but this increases to £1,000 in respect of claims that involve subsidence.

Cover includes:-

- Professional fees incurred to repair, restore or replace the property
- Damage to the grounds of the premises caused by the emergency services
- The costs of removing debris, dismantling or demolition or shoring up or propping up following damage
- Protection whilst the property is temporarily removed for cleaning, renovation or repair following damage
- Protection for your computer systems records that are temporarily removed from your premises
- Loss of documents
- Additional metered utility charges following an accidental escape from your premises
- Computer breakdown and resultant data restoration
- Property at exhibitions
- Replacement locks (following the theft of keys)

Cover excludes:-

- Subsidence to yards, car parks, roads, pavements, walls, gates or fences at the premises unless the buildings at the premises are damaged at the same time by the same cause.
- Any flat roof that is not properly maintained or is greater than 10 years old
- Weather damage to fences, gates and moveable property
- Wear and tear
- Defective workmanship and operational error
- Theft where entry or exit from the building has not been caused by forcible or violent means
- Computer breakdown as a result of gradual deterioration, wear and tear, inherent defect or computer virus, age (over 10 years), lack of back-up data or maintenance
- Electrical or mechanical breakdown

Specific requirements:-

- We must be informed when any building or any part of a building is to become unoccupied
- You must comply with all statutory regulations with regard to the examination of vessels, machinery or apparatus
- The following security protections (and/or any subsequent protections installed or fitted at our request) are in full and proper use at all times when the premises are closed for business or left unattended and will be maintained in proper working order throughout the period of insurance.
 - all external doors (and any internal doors leading to any part of the Buildings not in Your sole occupation) to be secured with either
 - if an aluminium door: a cylinder mortice deadlock, or
 - if an armoured plate door: the door manufacturer's locks as supplied, or
 - if a UPVC door: a multi-point locking system incorporating a minimum of 3 deadbolts
 - if any other type of single leaf door
 - where the door thickness is at least 4.5 cm: a five lever mortice deadlock to at least British Standard 3621 together with a 17.5 cm boxed steel striking plate

- where the door is less than 4.5 cm thick: a deadlocking rim latch keyed into the deadlock position or a mortice deadlock and two key operated security bolts engaging with the door frame and with internal operation only
- if double leaf doors:
 - the standing leaf secured with internal surface mounted key operated security bolts or concealed flush bolts sited top and bottom engaging with the door frame and the floor, and
 - the final closing leaf secured with either a lock fitted as above dependent on door type or both leaves fitted with a coach-bolted locking bar secured with a close shackle padlock (or, if the locking bar is sited internally, either a close or open shackle padlock) having at least five levers
- if a designated fire door: either
 - a panic bar locking system incorporating bolts which engage both the head and sill of the door frame, or
 - a mortice lock having specific application for emergency exit doors and which is operated from the inside by means of a conventional handle and/or thumb turn mechanism.
- all external ground floor and accessible windows and/or skylights are secured with key operated window locks or screwed shut.
- Certain safety requirements in respect of gas, electrical and heating appliances

Business Interruption

Pays loss of your income and the increased costs of containing your potential loss of income (e.g. renting alternative premises etc.) following a property damage claim. Cover is provided for all claims occurring during the Period of Insurance.

Cover includes:-

- The income shortfall you have incurred
- The additional amount of money you have spent to contain the shortfall (which cannot exceed the income shortfall)
- Standard 12 month indemnity period

Cover excludes:-

- Loss caused by confiscation by any government, public, local or customs authorities
- Loss, destruction or damage to electronic data
- The deliberate act of a supplier in withholding supply of water, gas, electricity, fuel, telecommunication or internet services.

Portable Equipment

Pays the costs of repairing or replacing your portable equipment following accidental loss, destruction or damage, anywhere in the world. Cover is provided for all claims occurring during the Period of Insurance.

A policy excess applies to each claim.

Cover includes:-

- Computer breakdown and resultant data restoration

Cover excludes:-

- Equipment fitted to a vehicle, certain precious metals (not including gold or silver) and personal effects
- Computer breakdown as a result of gradual deterioration, wear and tear, inherent defect or computer virus, age (over 10 years), lack of back-up data or maintenance
- Unattended property and unexplained disappearance

Specific requirements:-

- Equipment left unattended in vehicles must be concealed in a locked boot area of a locked and secured vehicle and will only be covered if entry has been forced
- Equipment left unattended at an exhibition venue must be in a locked case, cabinet or locker and will only be covered if entry has been forced

Money & Personal Assault

Pays for loss or theft of money from premises or in transit and also provides benefits for those injured as a result of a robbery. Cover is provided for all claims occurring during the Period of Insurance.

Cover includes:-

- Money in transit, in the custody of collectors, on business premises or private residences, at contract and exhibition sites (where employees are working) or in a bank night safe
- Repairs of safe, strongroom, etc. following a theft
- Personal accident protection for those injured during a robbery, extending to include damage to personal effects and medical expenses
- Personal accident benefits payable in respect of death, loss of limbs, loss of sight, speech or hearing or permanent total disablement and temporary total disablement (up to 104 weeks)
- Business visits outside of the UK

Cover excludes:-

- Confiscation, requisition, seizure etc. by any government, public, local or customs authority
- Unexplained shortages and counterfeit currency
- Loss of money from collections boxes not in your custody or control
- Loss from fraud or dishonesty of an employee not discovered within 30 days of incident
- Gaming, amusement, change giving or vending machines and unattended motor vehicles
- Persons under the age of 16 and over the age of 75

Specific requirements:-

- A complete record of money in transit and on the premises must be retained separately away from where the money is kept
- Out of working hours any safe or strongroom key and or combination code must be kept away from the premises (or away from that portion of the premises where the safe or strongroom is located, if also a residence)
- Any transit of money in excess of £2,500 must be escorted by at least two responsible able-bodied adults

Cyber and Data Risks

Following a 'cyber-attack', pays the costs of restoring data and equipment, informing clients, meeting ransom demands and loss of your net profit. Also pays your legal defence costs and damages you are legally liable to pay to other parties. Cover is provided for all claims that are made during the Period of Insurance.

Claims must be brought within UK courts and a policy excess of £250 applies to each claim.

Cover includes:-

- The provision of IT security specialist services (cyber response service) for a period of 90 days from the date of discovering the breach
- Negligent transmission of a computer virus
- Loss of net profit for a period of 30 days, following a 'cyber attack' on your business
- Court attendance expenses
- Cyber response
- Legal defence costs in relation to investigations or proceedings brought by the UK Information Commissioner's Office and (where legally permissible) the payment of any PCI penalty, fine or award imposed due to a breach of PCI data Security standards

Cover excludes:-

- Prior claims and circumstances known at Inception
- Electromagnetic or electrical disturbances
- Infrastructure failures including, but not limited to, interruption to electricity, telecommunication or internet services

Specific requirement:-

- You must not disclose the existence of the data extortion cover to anyone and you must advise, or allow us to advise the police, in the event of a data extortion

Fidelity

Pays you for losses you incur as a result of the dishonest or fraudulent acts of your employees. Cover is provided for all losses discovered during the Period of Insurance.

Cover includes:-

- Loss of money or good arising from the dishonest or fraudulent acts of your employees
- Loss of property or funds through computer fraud or fraudulent transfer instructions (other than employees)

Cover excludes:-

- Unexplained shortages
- Certain dishonest and malicious acts

Specific requirement:-

- You must not disclose the existence of the data extortion cover to anyone and you must advise, or allow us to advise the police, in the event of a data extortion

Occupational Personal Accident

Pays a cash lump or weekly benefits when you are unable to work as a result of an injury sustained at work (or whilst travelling to or from work). Cover is provided for all claims occurring during the Period of Insurance.

With regard to claims that involve temporary total disablement (from carrying out your usual occupation), a deferment period of 14 days applies to each claim before any benefit shall be payable.

Cover includes:-

- Benefits payable in respect of death, loss of limbs, loss of sight, speech or hearing or permanent total disablement and temporary total disablement (up to 104 weeks)

Cover excludes:-

- Suicide, self-injury, drug use, pregnancy and childbirth, pre-existing conditions and wilful acts
- Persons under the age of 16 or over the age of 75
- Sickness or disease

How to Make a Claim and Assistance Helplines

How to make a claim

If you want to make a claim under this policy, contact us by

- writing to our claims team at Markel (UK) Limited, Verity House, 6 Canal Wharf, Leeds LS11 5AS, or
- phoning our claims team on 0345 355 2227, or
- email our claims team – claimsuk@markelintl.com

quoting your policy number and the name of this policyholder shown in the policy schedule.

You must comply with the claims conditions. These can be found under 'claims conditions that apply to this policy as a whole'.

If you fail to comply with these conditions we may not pay your claim or any payment could be reduced.

Public relations response service

- In the event of a claim, policyholders who purchase the Professional Indemnity, Directors and Officers Liability, Cyber Liability or Legal Representation and Employment Disputes sections of cover receive access to a specialist public relations organisation, The Counsel House, to help manage certain situations where there is a risk to your business as a consequence of adverse press, publicity or media attention.
- **Telephone:** 0345 355 2227
- **Email:** claimsuk@markelintl.com

Cyber response service

- This service provides access to specialist solicitors at Markel Law and information security experts who will give expert legal and technical IT security guidance on issues arising from cyber and data protection risks.
- **Telephone:** 0333 234 2471 (Mon-Fri, 9.00am – 5.30pm)

Employer helpline

- Policyholders who purchase the Legal Representation and Employment Disputes section of cover receive access to a dedicated team of specialist employment law solicitors. This assistance could help prevent a claim under this section of your policy, and is available in relation to a wide range of employment law disputes. (NB. It is a condition of the policy that this helpline must be consulted whenever TUPE issues occur).
- **Telephone:** 0333 2342 046 (available 24 hours a day, seven days a week)
- **Email:** markelhelpline@lhs-solicitors.com

General Information

Cooling-off period

This policy has a cooling-off period of 14 days from either:

- the date you receive this insurance policy, or
- the start of the period of insurance shown in the policy schedule

whichever is the later.

How to make a complaint

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service.

If you have any questions or concerns about your policy or the handling of a claim you should contact us.

In the event that you remain dissatisfied and wish to make a complaint you can do so at any time by either writing to:

Markel (UK) Limited
Verity House
6 Canal Wharf
Leeds
LS11 5AS

or to:

Markel International Insurance Company Ltd
20 Fenchurch Street
London
EC3M 3AZ

Complaints that cannot be resolved in this way may be referred to the Financial Ombudsman Service.

If you were sold this product online or by other electronic means and within the European Union (EU) you may refer your complaint to the EU Online dispute Resolution (ODR) platform. Upon receipt of your complaint the ODR will escalate your complaint to your local dispute resolution service – this process is free and conducted entirely online.

You can access the ODR platform on <http://ec.europa.eu/odr>

The Financial Ombudsman Service (FOS)

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find out more information on their web-site.

The contact details for the FOS are:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Telephone: 0800 023 4567 (calls to this number are free from 'fixed lines' in the UK, or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile tariffs in the UK)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

In certain situations you will not be able to refer your complaint to the Financial Ombudsman Service.

If you are a large business with an annual turnover of over two million euros (or the equivalent in pounds sterling) and you employ more than 10 employees, you are not eligible to refer your complaint to the Financial Ombudsman Service. If you are unsure whether you are able to refer your complaint, please contact the Financial Ombudsman Service.

Making a complaint does not affect your right to take legal action.

Details of the Financial Services Compensation Scheme

Under the Financial Services & Markets Act 2000 you may be able to claim from the Financial Services Compensation Scheme. The level of compensation is different depending on the type of cover you hold:

- compulsory insurance, such as employer's liability, is covered for 100% of the claim
- for other insurances 90% of the claim is covered with no upper limit
- further information can be obtained by visiting the Financial Services Compensation Scheme website on www.fscs.org.uk or by telephoning 0800 678 1100 or 020 7741 4100

Acton Field Trust Governance Document

Acton Field Trust (AFT) is a Charity formed by a deed of gift from Innominate Trust dated 29th November 2023 (copy attached). Acton Parish Council (APC) is the sole Corporate Trustee of the charitable trust.

As part of the AFT setting up project, AFT project solicitors (Trethowans) have been instructed to register AFT with the Charity Commission, thus changing the AFT status to that of a registered charity.

On formation of the Trust an interim management committee will be formed from the three Working Party Acton Parish Councillors delegated for setting up the trust. (Cllrs. Antill, Johnson and Round).

At its council meeting in January 2024, APC will replace the interim Management Committee. The replacement Committee will remain in place until a new committee is appointed by APC in May 2025. From May 2026 the committee will be appointed each year at APC's annual council meeting.

The management committee will consist of up to 6 members, ideally, three parish councillors and three local residents, members must reside within the parish of Acton or within 3 miles of the parish boundary.

At the first AFT committee meeting each year the committee will appoint a chairman and may assign administration duties, such as treasurer, secretary and inspection wardens to committee members.

Rules for membership, management of AFT and committee meetings will mirror those which apply to APC and its members. APC Governance, Finance and Policy documents can be viewed at <https://actonparishcouncil.gov.uk/council-documents>.

Parish Councillors who are members of the AFT committee must be very careful to make decisions at AFT meetings in the best interest of the charity and be careful to avoid decisions that could result in conflict-of-interest concerns.

AFT Management Committee will meet a minimum of 3 times each council year (April to March).

Day to day management and maintenance of the charity's land at Acton Field will be delegated to Acton Parish Council Clerk. The AFT management committee will set an annual budget to be used for day to day/emergency work commissioned on behalf of the charity by Acton Parish Clerk.

The funds of the charity will be managed by the committee with the aim of financing the cost of maintaining the Acton Field and meeting the objects of the charity.

Objects of the Charity as defined in schedule one of the Deed of Gift.

The objects of the Charity shall be for the benefit of the inhabitants of the parish of Acton in the County of Suffolk and the neighbourhood thereof and of those working studying or otherwise for the time being located within the said area to promote all or any of the following charitable purposes:

To maintain a public open space and to provide in the interests of social welfare facilities for recreation and other leisure-time occupation for the use of the public with the object of improving the conditions of the life of such persons; and/or

To promote the protection of wildlife and the protection and improvement of the physical and natural environment; and/or

To advance education, skills and capacity among such persons.