



Seaford Town Council

Full Council 18th March 2021 – Additional Page Bundle

11. Ouse Valley Nature Reserve Project

To consider report 155/20 advising Councillors of the proposals to increase the size of the Ouse Valley Nature Reserve, the progress of these proposals so far, and of the points raised at the Town Council Community Services Meeting where these were discussed (additional page bundle pages 2 to 11).

12. Staycation 2021 – Summer Plan

To consider report 156/20 updating Councillors on plans for how Seaford Town Council (STC) and the town may benefit from any increase in visitor numbers in 2021 (additional page bundle pages 12 to 17).

13. Martello Toilets Update Report

To consider report 157/20 updating Councillors regarding the project to demolish the existing Martello Toilets and replace with a unit that will encompass toilets, a changing places facility and two concession cafes with shared internal seating (additional page bundle pages 18 to 20).

18. Insurance Arrangements

To consider report 150/20 presenting an update on the Council's Insurance Arrangements (additional page bundle pages 21 to 49).



Seaford Town Council

Report 155/20

Agenda Item No:	11
Committee:	Council
Date:	18th March 2021
Title:	Ouse Valley Nature Reserve
By:	Adam Chugg, Town Clerk
Purpose of Report:	To advise Councillors of the proposals to increase the size of the Ouse Valley Nature Reserve, the progress of these proposals so far, and of the points raised at the Town Council Community Services Meeting where these were discussed.

Recommendations

The Council is recommended:

- 1. To note the contents of this report and of the report ‘Celebrating 30 Years of Partnership in the Lower Ouse Estuary – An Overview and Vision of Seaford Community Partnership’**
- 2. To note the discussion of the report at the Community Services Committee and the comments and motions from this meeting.**

1. Initial Information

- 1.1** Ouse Valley CARES, which stands for Climate Action, Resilient Ecosystems, Sustainability, is spearheaded by the South Downs National Park Trust alongside a number of partners, including South Downs National Park Authority, Lewes District Council, Railway Land Wildlife Trust, Transition Town Lewes, Seaford Community Partnership, Community Energy South, OVESCO, 3VA and Sussex Community Development Association.
- 1.2** A £2.5 million Lottery Fund bid has been developed by Ouse Valley CARES and covers the communities of Barcombe, Lewes, Newhaven, Peacehaven and Seaford. So far, the partnership has been successful in receiving a £150,000 project development grant.

- 1.3 One of the projects is the combined Ouse Valley and Tidemills Nature Reserve Project detailed in Section 3 of “Celebrating 30 Years of Partnership in the Lower Ouse Estuary-An Overview and Vision of Seaford Community Partnership”. Please see Appendix A.
- 1.4 The project looks to triple the size of the Ouse Estuary Nature Reserve. Seaford Community Partnership’s (SCP) report reviews how the strategic planning framework that has mapped out the economic regeneration of the east bank of the Ouse needs to be applied to the land that will remain undeveloped between the Denton roundabout to the sea. This approach will not only unlock the wildlife and recreational potential of this land, but also the potential for flood alleviation works to protect Newhaven and Lewes.
- 1.5 This report was initially discussed at the Seaford Town Council (STC) Community Services Committee in February, with the Committee passing on its initial comments to this Full Council, as follows:
 - The Committee questioned the approach where the various landowners are concerned, the removal of Tide Mills as a green space from the Seaford Neighbourhood Plan by the Inspector and the strategy to now seek strengthened protection, the possible preference by Newhaven Town Council to take on the whole nature reserve site including Tide Mills at a later date (with a joint board managing the site) and the accessibility and viewability points of the site.

The Committee resolved:

- To note the contents of the report “Celebrating 30 Years of Partnership in the Lower Ouse Estuary-An Overview and Vision of Seaford Community Partnership” as detailed in Appendix A.
- To agree to pass the Committee’s support of the proposals outlined in Part 3 and the appendices of that document on to Full Council.
- To approve Town Council officers being involved in the development concepts contained within the proposals in co-operation with Seaford Community Partnership and its partners. *(Please note that the STC Projects & Facilities Manager is joining the Project Group).*
- To approve receiving further reports on progress of this project during this year.

2 Update Since the Community Services Meeting.

- 2.1 Charlie Grimble, from the SCP, has provided the following information:
- 2.2 ‘After the STC decision, a copy of the '30 years....' report was sent to all the community groups involved in the project. Thus, the following are now advised of the project's ambitions:

Friends of Bishopstone Railway, Sussex Community Rail Partnership, Seaford Community Partnership, Cycle Seahaven, Friends of Brickfields, Willett Trust (for Bishopstone Village Green), Friends of Tidemills, Seaford Natural History Society, Trees for Seaford, Seaford Ramblers Club, LYT Productions The Tidemills Project, Sussex Ornithological Society, Sussex Wildlife Trust, The Newhaven and Seaford Sailing Club, and Ouse & Adur Rivers Trust Ltd.

In addition the following are now engaged: South Downs National Park Authority and the Environment Agency.

- 2.3 On 18th February the project leader had a Teams meeting with senior Lewes District Council (LDC) Councillors and officers. The project is being integrated in LDC's plans for Newhaven and part of their ongoing discussions with Newhaven PP Ltd. LDC also highlighted the early stage in the discussions and the need for considerable work post the report. The project leader has been asked to make contact at the right time with the other landowners involved and is preparing the strategy for this.
- 2.4 Subsequent approaches have been made with 2 departments of the Environment Agency a) The Flood and Coastal Risk Management team (FCRM) which deals with flood prevention in the lower Ouse Valley, and b) the Marine & Coastal Environment team.
- 2.5 It is clear that although the stimulus for this project was the opportunity offered by the Lottery Climate Change Fund, the scope of this project is much wider, and will involve not only the local community groups, but also national agencies such as the Environment Agency. Indeed the focus for the project with respect to the Lottery funding must be the stimulation of activity for the local voluntary groups rather than seeking funding for mainstream projects which probably will come from statutory bodies.'


3. Financial Appraisal

There are no financial implications as part of this report although a small amount of officer time will be required.

4. Contact Officer

The Contact Officer for this report is Adam Chugg, Town Clerk

Town Clerk



CELEBRATING 30 YEARS OF PARTNERSHIP IN THE LOWER OUSE ESTUARY

AN OVERVIEW AND VISION OF SEAFORD COMMUNITY PARTNERSHIP



by Charles A Grimble BSc FCIoH (retd)
November 2020

CELEBRATING 30 YEARS OF PARTNERSHIP IN THE LOWER OUSE ESTUARY AN OVERVIEW AND VISION OF SEAFORD COMMUNITY PARTNERSHIP

1. Introduction

In 2023, we will celebrate 30 years of partnership towards the regeneration of the Lower Ouse Estuary, creating jobs, and carrying out environmental works to the land south of The Drove at Denton. This partnership has expanded over the intervening years and now encompasses the Newhaven Port Authority, the Coast to Capital LEP, and the local authorities of East Sussex County Council and Lewes District Council and Town Councils of Seaford & Newhaven.

This is the latest part of a continuum that started in 1761 when innovative industry first came to the area with the creation of the Tide Mill and associated engineering works, and has continued with the development of the port, the construction of military establishments such as RNAS Newhaven seaplane base, the Marconi Radio Station, the use of recycled Admiralty huts to create the Chailey Heritage Marine Hospital, and the conversion of the Tidemills coal yard to create Captain David Dale's racing stables and equine 'convalescent home'.

- In 1993 The Tidemills SSSI (later re-designated LWS) is created "in recognition of the value of the coastal and floodplain grazing marsh and vegetated shingle". These habitats are now included on the Government's list of habitats of principal importance for biodiversity conservation in England and is now protected by Policy DM24 in the LDC Local Plan.
- In 1996, Planning permission is first granted for a new port access road. It was renewed in 2002, and 2007, when construction of the first element started, The final section including the bridge across Mill Creek is due to be completed in early 2021.
- In 2002, ESCC purchases Land at Stud Farm to form the core area for the Ouse Estuary Project. This is a deliberate decision to provide environmental mitigation.
- In 2005 A partnership of ESCC, NPP, SEEDA, the EU Regional development Fund seeks to regenerate the lower Ouse Estuary with the new Ouse Estuary Nature Reserve as a key element going alongside economic regeneration of the portside area.
- In 2009, NPP Ltd sells the title of a parcel of land to the Newhaven & Seaford Sailing Club, and the title of a parcel of land to Buckle Holiday Parks Ltd.
- In 2011 Lewes DC joins Coast to Capital Local Enterprise Partnership(C2CLEP). Since then the work of C2CLEP has been taken on by the South EastLEP. The Newhaven Enterprise Zone has focused upon the economic regeneration of the eastern side of the river Ouse through creating new businesses and jobs. This has been the principal shaper of land use in the lower Ouse valley.
- In 2016 Planning approval is given to East Quay development which includes provision of a nature reserve on the Newhaven TC side of Tidemills. Application LW/15/0034.
- In 2018 ESCC approves the Brett Aggregate scheme but excluding Stage 4 south of the old footpath to the eastern breakwater.
- In 2019 The LDC Local Plan Employment Policy E1 confirms the designation of a site around the foot of the new port access road, which came up to the boundary of the 2016 nature reserve.

- In 2019 The Lewes District Local Plan modifies the Policy E1 to reduce its area, to reduce the impact on the former RNAS seaplane base. It also says *“that appropriate mitigation should be identified by the applicant, along with the means for its delivery and maintenance. It is anticipated that such mitigation may include bringing the wider area of the Tide Mills Local Wildlife Site into positive management, including habitat creation (e.g. the creation of wet scrapes for birds) and controls on dog walking in order to avoid the more ecologically sensitive areas. This will involve working in partnership with all relevant organisations, including the Ouse Estuary Project. Due to the open nature of the coastline in this location, development is also likely to have an impact upon the setting of the South Downs National Park. Development proposals should therefore have due regard to Core Policy 10 (Natural Environment and Landscape Character) of the Local Plan Part 1, which seeks to conserve and enhance the landscape quality and scenic beauty of the Park and be informed by the South Downs Integrated Landscape Character Assessment accordingly. Development of the site also has the potential to affect the setting of the Newhaven Fort Scheduled Monument and the Tidemills Archaeological Notification Area. The remains of the WW1 seaplane base also needs to be protected. Development proposals should therefore be accompanied by a heritage impact assessment and an appropriate archaeological assessment and evaluation of the site’s archaeological and historic interest, in accordance with Policy DM33 (Heritage Assets) and Core Policy 11 (Built and Historic Environment and High Quality Design) of the Local Plan Part 1. A public footpath, which forms part of the proposed England Coast Path, runs through the site and any development proposals will be required to mitigate any harmful impact on the convenience, safety and amenity of this right of way, in accordance with Policy DM35 (Footpath, Cycle and Bridleway Network). This is the final piece that shapes the landscape for this proposal. This version of the plan also confirms the use of part of the undeveloped land titles ES1 as the Regeneration of Eastside, a designation that dates back to the original Plan”*.
- In 2020 the approval of the Port Access Road extension (LW/19/0371) gave greater definition to the boundary of the Regeneration area and also through a s106 agreement, allocated £10,000 towards “the implementation of the Ouse Estuary Nature Reserve hydrological study and towards broader mitigation measures in consultation with Newhaven TC”.
- As the development moves forward the site reserved for employment under Lewes DC’s Local Plan Employment policy E1 will offer further opportunities for environmental mitigation, once the NPA bring forward their detailed plans for the site.

2. Consequences of this regeneration-focussed approach

1. The environmental consequences of the above 24 years’ activity has been positive, in that the full commercial and development potential of the whole area east of Pargut is now clearly demarcated. Within that area, the Ouse Estuary Nature Reserve was an early benefit, and the most recent benefit has been the 3.5Ha nature reserve site set out on the southern bank of Mill Creek east of the E1 site. In addition, the Tidemills Local Wildlife Area (previously known as the Site of Nature Conservation Interest SNCI) now determines the environmental use of the NPA’s land south of Vanguard Way/Sussex Ouse Valley Way footpath.

While there is now a fully developed masterplan dealing with the land use planning for economic regeneration, this has had a significant environmental impact upon the remaining land in the lower estuary. This is reflected in the text of the current Lewes DC Local Plan as quoted above. It has always been recognised that the ecological value of this land is of vital importance, this has shown itself in piecemeal initiatives rather than in the creation of an ecological masterplan for the estuary. Up to now, the consequences of trying to implement

the EMMP for the East Quay planning approval of LW/15/0034 has resulted in proposals to export the mitigation out of area to Cuckmere Haven and Sovereign harbour. This creates significant inequity for the residents in the lower Ouse valley settlements. Fortunately, this option has failed, and now a working group is seeking to spend the funding from this mitigation condition back in the Ouse estuary, but has still not settled on a proposal. With significant future developments in the pipeline with the regeneration of sites E1 for industrial and ES1 for 190 homes and retail, this piecemeal approach has to be addressed quickly and early, to ensure that future EMMP's are both sustainable, and wholly local in their benefits to offset the loss of a valued open landscape. Similarly, the committee report on the Brett Aggregates scheme in 2018 required a s.106 Town and Country Planning Act Planning Obligation to secure a contribution of £20,000 towards the Sussex Local Wildlife Sites Initiative and a contribution of £15,000 towards initiatives in the Newhaven Air Quality Action Plan having been completed. The latest piecemeal s106 agreement dated 23 April 2020 makes a £10,000 contribution towards a hydrological survey and unspecified works to be agreed with Newhaven TC. This illustrates the piecemeal approach to date, which could be so much more effectively focussed in a masterplan context.

2. Another unintended consequence of creating EMMP's is that landowners such as NPP Ltd become owners of nature reserves, which is in reality unsustainable in the long term, as it is neither their core business, nor within their business skill sets. Protection of such important ecological assets should be in the hands of organisations who have it as one of their core business objectives.
3. With virtually the entire area being within the Environment Agency's Flood Zone 3 (the highest risk zone), each development incorporates its own flood protection measures, reducing the area of land available to take the flood waters and protect properties. It is my view that any masterplan for the undeveloped lower Ouse estuary should include using it as flood storage area at peak times as well as a nature reserve.
4. Land ownership in the lower Ouse estuary is fragmented, and this complicates the creation of an environmental masterplan, but does not prevent it. Briefly, land is used in several ways
 - a) As nature reserve (OENR, Tidemills LWS & the Old Brickfield LWS, and Newhaven Port NR)
 - b) Under agricultural use
 - c) Commercial recreational use (caravan park and sailing club)
 - d) Neglect (NPP land north of Vanguard Way and east of Tidemills village).

The consequence of planning decisions has meant the realisation of the full commercial value of NPP Ltd.'s landholding, leaving behind a residual portfolio that I judge to be a financial liability in the long term for the company. I have assumed that sites 3,5, 6a and 7 have some intrinsic value as agricultural land. I have also assumed that site 9 will remain in the current owners. I have also assumed that ownership of Sites 8 & 10 remains unchanged, but that through designation of the area including them as a Local Nature Reserve (see proposal 3 below) we will be able to enable the landscaping of those 2 sites to be sympathetic to the aims of Proposal 3 below.

I have included the Old Brickfield (including the Surrey Road component of this Local Green Space-LGS) in this report as topographically, historically and in terms of current designations it fits neatly into this proposed overview.

This is set out in the accompanying plan and schedule identifying land ownership.

3.The Proposal

Seaford Community Partnership has worked up this proposal with input and advice from officers of ESCC, Newhaven and Seaford TCs, SDNPA, in response to the opportunity afforded by the current bid to the National Lottery Climate Action Fund. SCP takes sole responsibility for the following proposals, as they may not reflect the positions of these bodies.

The proposal is an initial attempt to bring these observations together for the benefit of all the lower Ouse communities, and will clearly be modified should this paper be followed up as being worth further exploration with all the parties involved.

1. This proposal is submitted to the Councils/Boards of the relevant authorities for support.
2. On the assumption of support from these authorities, SCP works up a more detailed proposal funded by the National Lottery Climate Action Fund, in liaison with the authorities and approaches the relevant landowners to ascertain their responses to the proposals.
3. **A masterplan** is drawn up for the whole area bounded by the A259, Marine Drive (including the Old Brickfield/Surrey Road LGS) the foreshore up to East Quay/E1, and up the eastern side of the new Port Access Road. This could be initiated using the Lottery bid should that be approved this month.
4. A **further bid to the National Lottery Climate Action Fund** is made to match fund the key elements of the masterplan, that cannot be funded by the authorities.
5. **Consolidating ownership** of the area. We explore the options for transferring on equitable terms, sites 1,3,5,6a&6b (that part east of the new footpath alongside the East Quay site), 7 and 9 on the appended plan (Appendix 1 all asterisked for greater clarity), to a local authority through negotiations with the landowners. This would make sense to ensure that the work of Coast to Capital LEP/ Newhaven EP is coordinated for both elements mutual benefits, and to ensure that any EMMP's are of direct benefit to the Ouse valley residents. It also ensures the improvement of the whole estuary impacts positively upon the working environment of employees in the new commercial enterprises.
6. The longer term objective of public ownership is to **designate the entire Lower Ouse area defined by the masterplan above as a Local Nature Reserve**, ensuring vital opportunities for inward investment for the benefit of the entire community it serves, including Seaford, Bishopstone, Newhaven, Denton and South Highton. This status can only be applied for by a local authority. The Government advice is "*Local authorities can create local nature reserves (LNRs). Town and parish councils can create LNRs if the district council has given them the power to do this. The local authority must control the LNR land - either through ownership, a lease or an agreement with the owner. As a manager of an LNR you need to care for and protect its natural features. You must also make your land accessible for any visitors.*"
7. **Unity of ownership will also facilitate investment in flood defence works** in the future, should this be necessary.
8. Because of the unpredictability of the impact of climate change on these communities including Lewes through inundation by marine or riverine sources, it is vital to **bring the relevant national bodies** into the development of the masterplan, as this will help to add further protection to the significant financial investment being brought to bear on this vital, but sensitive location and to the historic investment that has created the unique character of this important estuary over the many past centuries.

Charles A Grimble BSc FCIoH (retd)

2020.11.03

Lower Ouse Estuary asset & planning map

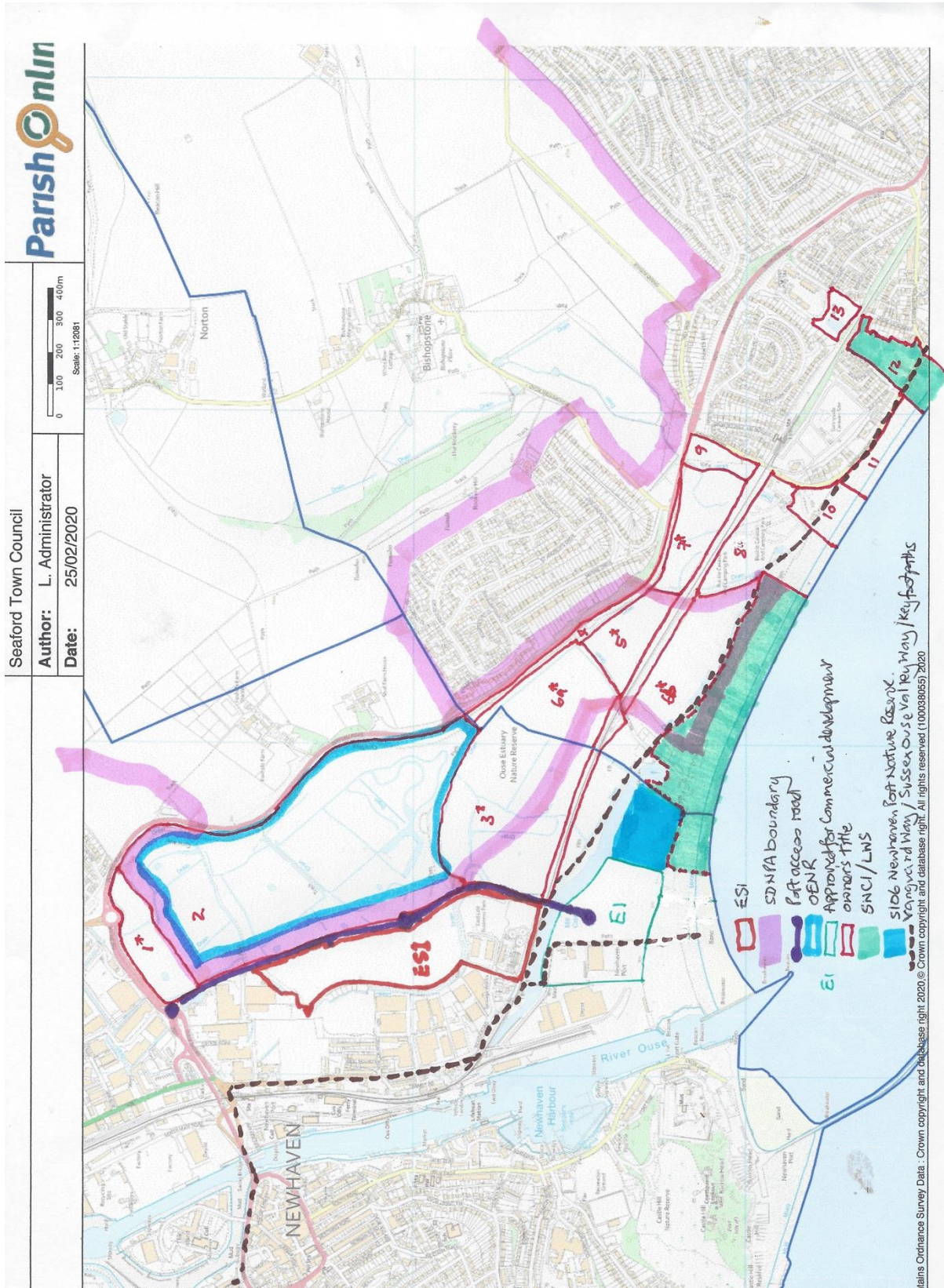


Table showing land ownership (plot numbers relate to map in App. 1)

Land Registry Titles for Ouse Estuary Nature Reserve and proposed extension

Description	LR Reference	Owner	Plan Y/N	Comments	No on Plan
Land SE of The Drove N'haven	ESX323028	P.F. & C.A. COLLINSON, Inces Farm, Norton.	Y	Agricultural use	1
Land at Stud Farm	ESX261107	ESCC	Y	Ouse Estuary Nature Reserve	2
Land north of railway and west of Seaford TC/Newhaven TC Boundary, Tidemills			N	Agricultural use	3
Land on SW side of Newhaven Road	SX47141	ESCC	Y		4
Land N of railway and east of Mill Drove	SX2994	Carole Willey, Patricia Franklin, James White, Mary White	Y	Agricultural use	5
Land part of Tidemills	ESX185484	Newhaven Port & Properties Ltd.	N	Agricultural use (apart from strip beside cycle path)	6a
Land part of Tidemills	ESX158985	Newhaven Port & Properties Ltd.	Y	Includes 3.5ha. nature reserve provided as a s106 agreement dated 19/12/2016 of planning decision LW/15/0034 approved 23/12/2016.	6b
Land on NW side of Grand Avenue, S side of A259, and N side B'stone Rd.	SX34879	GEOFFREY JAMES WHITE	Y	Now title covers land S of A259 only, as rest has been sold off.	7
Buckle Caravan & Camping Park	ESX325021	Buckle Caravan & Camping Park	N	Suitable for planting?	8
Land S of A259 and W of Marine Parade	ESX311186/ SX126792	VISTA (BISHOPSTONE) LIMITED	N	Likely to remain 'wild'?	9
Newhaven & Seaford S.C.	ESX323175	Newhaven & Seaford S.C.	Y	Suitable for planting	10
Land at Tide Mills, Newhaven, nr. Sailing Club	ESX387111	Seaford TC	Y	Beach and foreshore, linking Old Brickfields to Tidemills	11
Old Brickfield		Lewes DC		Site is designated as a Local Wildlife Site LWS 152 "Seaford Green site, Marine Parade" (formerly known as Site of Nature Conservation Interest-SNCI) and also is a Local Green Space in Seaford N.P	12
Land adj. 47 Surrey Road		John Rigden North Quay Road, Newhaven BN9 0AB	N	Site is designated Local Green Space in Seaford N.P	13

Plan Y/N indicates where information has been obtained from Land Registry.



Seaford Town Council

Report 156/20

Agenda Item No:	12
Committee:	Council
Date:	18th March 2021
Title:	‘Staycation’ – Plans for Spring/Summer 2021
By:	Adam Chugg, Town Clerk
Purpose of Report:	To update Councillors on plans for how Seaford Town Council (STC) and the town may benefit from any increase in visitor numbers in 2021.

Recommendations

The Council is recommended:

- 1. To note the report.**
- 2. To endorse the approach below, instructing officers to take the necessary work forward with regular reports to Community Services Committee and via this Committee to Full Council.**
- 3. To agree that work is undertaken to investigate if additional fingerpost signs can be erected this summer, with the content and numbers of signs to be agreed with the Chair of Community Services and the Chair of the Council.**

Part One : Preamble

- 1.1 As Councillors are aware, it is reasonably likely there will be significant visitor numbers to Seaford in 2021. The government’s own COVID-19 roadmap sets out how, unless circumstances change again, freedom of movement and the opportunities to holiday in the UK will increase over the months ahead. At the same time, foreign holidays are likely to remain more difficult, at least in the next few months. In addition, we can also learn from 2020 and a relaxation of lockdown then leading to an increase in visitor numbers. Finally, the success of the work to have more and more filming take place locally has raised awareness of Seaford as a tourist destination.
- 1.2 A lot of work has been taking place to prepare for these visitors, and especially for opportunities for the town and STC to benefit. This has been over a number of months and across different committees and meetings.
- 1.3 This report seeks to draw the main aspects of our plans into a single report for Full Council to note, review and endorse.

Part Two: Context

2.1 To set the scene, I am grateful to the Executive Support Officer for the following thoughts about staycations and Seaford.

2.2 Staycation

2.2.1 Description:

A staycation, or holistay, is a period in which an individual or family stays home and participates in leisure activities within day trip distance of their home and does not require overnight accommodation.

2.2.2 What are the aspects of a day out?

- Travel/how you get there
- What you need to take
- What to do
- Where/how to eat
- Getting supplies/essentials
- Toilets
- Water
- Money
- Contingency plans; weather, heat, kids boredom

2.2.3 What could a day out in Seaford consist of?

- Seafront
- Seaford Head Nature Reserve
- Vanguard Way/Cuckmere
- Splash Point
- Town Centre
- Seaford Head Golf Course
- Museum
- Tide Mills
- The Crypt
- Parks/recreation grounds
- Peace Garden/Community Garden
- Sports teams/matches
- Swimming pool
- Downs Leisure
- Martello Fields events
- Beach huts

2.2.4 What is the impact of this on Seaford?

- More footfall
- More cars
- More cycles
- Less parking available
- Busier seafront

- Busier parks
- Busier trains

2.2.5 What are some of STC's income streams?

- Golf play
- The View
- Barn car park donations
- Event/hire bookings
- Filming/photography
- Sponsorship
- Memorials
- Beach huts
- Concessions
- Tennis courts

2.2.6 I hope that has helped to set the scene.

Part Three Confirmed Plans

3.1 I am grateful to all of the officers and Councillors who have contributed to the plans set out below.

3.2 Martello Fields

3.2.1 Work is underway to enable the fields to be used for parking on appropriate days of the year – increased parking will definitely be needed. This is in partnership with local charities, so they may help to manage the fields on particular days and reap the financial benefits from this.

3.2.2 This is a direct example of the Council enabling visitors bringing benefits to local community organisations.

3.3 Concessions

3.3.1 The Officers are very conscious of striking the right balance between increased concession income and maintaining the look and feel of the seafront and also not to impact other businesses negatively.

3.3.2 They are looking at a number of approaches that would enable a greater variety of concessions to be in place. This diversity and greater choice for visitors will improve their experience and maximise revenue.

3.3.3 A report will come to the next meeting of Community Services.

3.4 The Salts/Crouch

3.4.1 Plans are being developed to hire spaces/areas for activities such as:

- Climbing walls, inflatables, small funfair rides
- Outdoor theatres
- Exercise classes

3.4.2 A report will come to the next meeting of Community Services.

3.5 South Hill Barn

3.5.1 We are looking at a number of ideas here, including an electronic donation app, as we already have a donation box but less and less people using cash these days.

3.5.2 The team are also looking to see if donation boxes, including contactless ones, would be worth installing anywhere else in the town – for example, at the end of Splash Point.

3.5.3 More detailed plans will be confirmed to the Community Services Committee.

3.6 Memorials/Sponsorship

3.6.1 The officer team are dealing with increased demand for memorials, and we are doing all we can to maximise revenue here. Following the success of The Shoal, later in the year we will also bring forward plans for Councillors to consider another similar project in 2022.

3.7 Camping/Glamping

3.7.1 The Assets Working Group will report to Full Council on any possible and appropriate ways this could be developed to bring income to the town from the increased visitor numbers, in either 2021 or 2022.

3.8 Golf

3.8.1 We know that there was an increased demand to use the course when the lockdown of 2020 was relaxed – and so the team are working hard to get the course fully ready for re-opening on the 29th March, with complementary marketing and social media also taking place.

3.8.2 The work of the team to maintain the course in such great condition during the lockdown will be of great benefit to us now.

3.8.3 There is also work underway to develop other ideas to increase revenue in the medium term that will come to the next meeting of the Golf & The View Committee for them to consider.

3.9 The View

3.9.1 Careful consideration is being given to the most appropriate date to re-open The View and also how best to maximise revenue when this takes place. The View Manager and relevant staff and officers are working hard on these proposals at the time of this report, looking at matters such as evening opening and how to attract as many diners as possible.

Part Four A Further Consideration - Signage

4.1 The Gateway Project

4.1.1 The Community Services Committee are already aware of the Gateway project, which, as well as the new Storm Gate, also includes a noticeboard and map of what

the town has to offer visitors, as well as signs on the pavement to guide people from the gate to the Town Centre.

- 4.1.2 The organisations involved in this important project are hoping to have it in place sometime during the summer.

4.2 Additional, Complementary Signage

- 4.2.1 In addition to the above, the Chair of Community Services is also requesting that we consider the following, which was based on a submission to her by another Town Councillor.

- 4.2.2 We have a long seafront – and close to it toilets, shops, galleries, restaurants, pubs and cafes. Many people will have no idea what is there and no opportunity to use these facilities and spend time (and money) in the town as a result.

- 4.2.3 Local businesses will benefit if more people visit the town itself – and one way to achieve this is to put up more signs.

- 4.2.4 Looking at the options, fingerposts for pedestrians look to be most sensible short-term measure for STC to consider. At a limited cost, we could erect a number of fingerpost signs at appropriate places on the seafront to tell our visitors what they are close to i.e. given our seafront is miles long, a number of these signs would be put up.

- 4.2.5 The advantages of these signs include:

- They are cheap to erect.
- Tell people specifics of what is there e.g., cafes, galleries etc rather than a generic ‘town centre.’
- Fit well to a promenade setting.

- 4.2.6 As well as these clear advantages, councillors may also want to keep in mind avoiding having too much signage/information in any part of the space – balancing the need to enable visitor spend in the town and the character of the seafront.

- 4.2.7 So, Full Council is asked to endorse that this idea is taken forward, including costings of a few hundred pounds and liaison with East Sussex Highways and other key stakeholders. A final decision on going ahead can be delegated to the Town Clerk, the RFO, the Projects & Facilities Manager, in consultation with the Chair of Community Services and the Chair of the Full Council.

Part Five Conclusion

- 5.1 This report is very much a snapshot of the work in progress – as can be seen, Councillors and officers are prioritising this work as many of these opportunities may be of a short-term nature.

- 5.2 Considerable care and thought have been put into these proposals so that, for example, developments such as fingerpost signs, Martello parking and extra concessions, enable extra visitor income for the town in a balanced way and maintaining the overall character of the seafront, that is valued by many in the town.

5.3 At the same time, this work can also provide a firm foundation for more long-term plans to be developed for 2022 and beyond.

6 Financial Appraisal


6.1 The work described in this report is designed to achieve increases in the Council income over time. At the same time, the signage work will involve a few hundred pounds in additional costs, and these costs will be agreed with the RFO.

6.2 This expenditure would be coded to the Seafront Development Plan budget code (225-4257) as £4k was assigned towards an Improved Signage project within the Seafront Development Plan. In this financial year, there has been a significant underspend within this code due to most projects being placed on hold; with just under £6k of a budgeted £88k spent.

7 Contact Officer

7.1 The Contact Officer for this report is Adam Chugg, Town Clerk.

Town Clerk





Seaford Town Council

Report 157/20

Agenda Item No:	13
Committee:	Council
Date:	18th March 2021
Title:	Martello Toilets and Cafe
By:	Tony Jackson, Projects & Facilities Manager
Purpose of Report:	To update Councillors regarding the project to demolish the existing Martello Toilets and replace with a unit that will encompass toilets, a changing places facility and two concession cafes with shared internal seating.

Recommendations

The Council is recommended to:

- 1. Note the contents of the report and the details of the project.**
-

1. Information

- 1.1** The Town Council approved the current design of the toilets and café at the Full Council meeting held on 21 June 2018.
- 1.2** The current design, see **Appendix A**, takes into account the many requirements set out by Councillors, which include the following:
 - Two concessions-both with internal and external serving hatches
 - A shared indoor seating area
 - Four single cubicle WCs
 - A baby change/family WC
 - A Changing Places room
 - A recessed seating area
- 1.3** Initial costs were projected at around £280,000, but this is expected to have risen to between £350,000 to £400,000.
- 1.4** It had been hoped to build the toilets in 2018 with capital funds released from Town Council land sales and the sale of the Bönningstedt Huts. Unfortunately hut sales were slow (although now all sold) and for various reasons, the proposed land sales did not happen as expected.
- 1.5** The lack of funding lead Town Council officers to investigate other funding streams, one of these was to apply for a grant from the National Lottery Community Fund (NCLF).
- 1.6** Over the last eighteen months, officers have worked closely with a local NCLF case officer to put together an application for either full or partial funding.

- 1.7** Unfortunately, due to COVID-19, the NCLF have mainly had to concentrate on revenue grant funding applications to help organisations who have been directly affected by the pandemic. However, from April 2021 they will resume with processing larger applications for capital funded projects such as the Martello Toilets.
- 1.8** It is understandable that people are frustrated with how long this process has already taken. However, it is a positive that after all this time from when officers first submitted the original outline grant application, that the project is still in the running for funding. Especially when many other submissions have been rejected.
- 1.9** Officers are now working on a more detailed submission to be presented to the NCLF in early April.
- 1.10** Officers will also be assessing what funds the Town Council will be able to contribute towards the project from capital Earmarked Reserves (EMR).
- 1.11** As the NCLF have had to put back so many projects, they are hoping to streamline their application process. This means the Town Council will hopefully know in a matter of weeks after the detailed information is submitted whether they have a realistic chance of securing all or some of the funding.

2. Financial Appraisal

- 2.1** As mentioned in 1.10, officers will be assessing what contribution the Town Council could make towards to project from its capital EMRs.

3. Contact Officer

The Contact Officer for this report is Tony Jackson, Project & Facilities Manager.

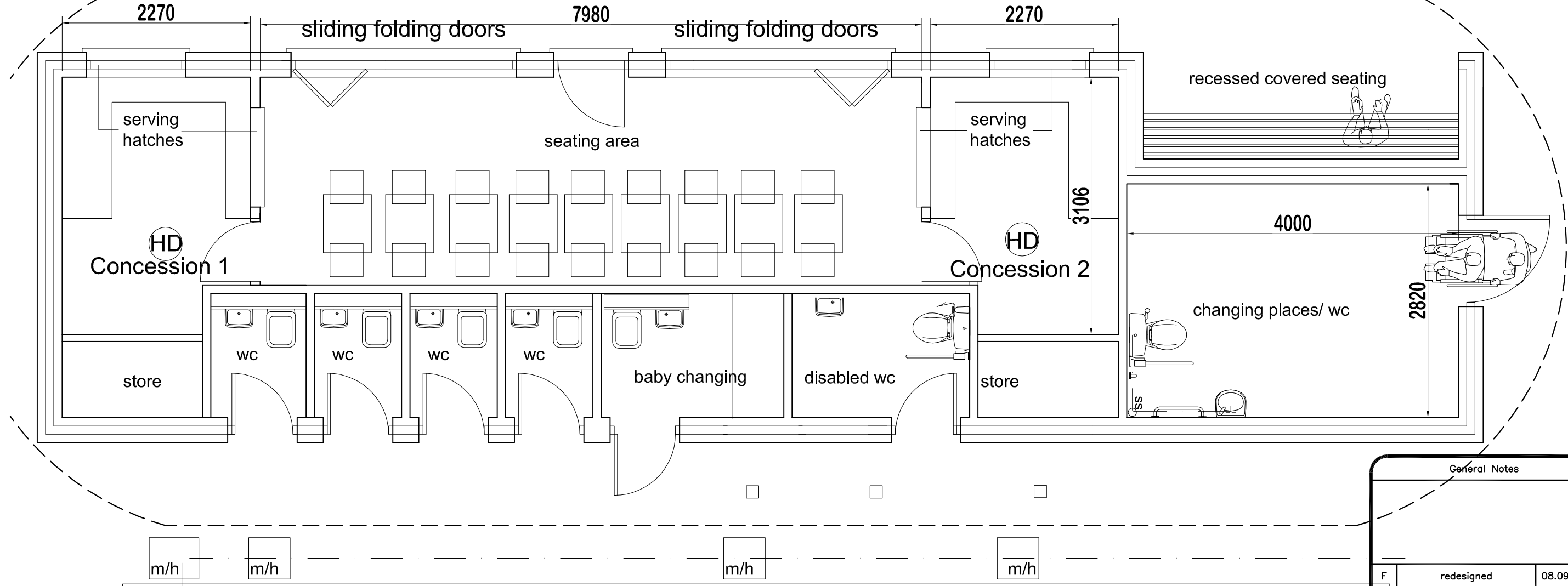
Project & Facilities Manager



Town Clerk



ROOF OVERHANG SHOWN DOTTED



General Notes		
F	redesigned	08.09.17
E	clients amendments	18.08.17
g	amended scheme	05-03-18
	Revision	Date

CHALLINOR HALL Ltd
 Architectural Design
 102A LONGSTONE ROAD
 EASTBOURNE
 EAST SUSSEX
 BN21 3SJ
 01323 411933

Client
 Seaford Town Council
 Martello Toilets
 The Esplanade, Seaford,
 East Sussex BN25 1JH

Project
 Proposed public building
 providing toilets and retail units

Drawing
 Proposed layout plan

Issue Date 08.06.2017	Sheet 2017-61-
Scale 1:50 @A3	

safety guard rail along boundary with road (final position to be agreed)



Seaford Town Council

Report 150/20

Agenda Item No:	18
Committee:	Council
Date:	18th March 2021
Title:	Insurance Arrangements
By:	Lucy Clark, Finance Manager; Karen Singleton, Responsible Financial Officer
Purpose of Report:	To present an update on the Council's Insurance Arrangements.

Recommendations

The Council is recommended:

- 1. To note the information regarding the Council's Insurance Arrangements.**
- 2. To consider whether a 1-year or 3-year (plus 2) Policy Agreement should be agreed to.**
- 3. To decide whether or not to insure The Salts skate park structure.**

1. Information

- 1.1** The Council is currently in a 3 plus 2-year option Long Term Agreement with Zurich which allowed the Council to benefit from discounts for a 5-year policy but with the option to end the contract after 3 years.
- 1.2** At the Full Council Meeting held on 18th October 2019, it was approved to take up the opportunity to continue with its long-term agreement with Zurich thus receiving discounted rates for 2019/20 and 2020/21, along with receiving a monetary credit of £671 on the 2018/19 costs.
- 1.3** The extended contract ran from 1st April 2019 and is due to finish on 31st March 2021.
- 1.4** Whilst it is best practice and was the intention to go out to tender for a new insurance contract, due to the COVID-19 pandemic which has seen enormous pressure being placed on officers in all aspects of work, it proved too difficult to carry out this process in time for 1st April 2021.
- 1.5** Officers have worked together over the last two months to make thorough checks to the values stated on the current policy within all areas and make changes where necessary. A copy of the proposed new policy is attached in Appendix A. The more detailed policy can be requested from the Finance Office should Councillors wish to see this.
- 1.6** On the appendix, Building Sums Insured relate to original values given by Housemartins Chartered Surveyors in 2011 and which have been subject to

their index link increase of 3% year on year. As this is 10 years ago, officers are looking into having all buildings revalued to make sure that the Council is insured for the correct amount. This is likely to affect the premium in 2.1.

- 1.7 Contents Insurance for sites 18, 20, 21 & 22 have been reviewed and amended following officers compiling new inventories, which will be monitored and maintained on a regular basis.
- 1.8 Business Interruption was previously set at £2,000,000 over 24 months but it was felt this period was excessive and so has now been reduced to 12 months. Following a review of the budgeted income in relation to these buildings, the amount has been reduced further to £865,000.
- 1.9 It should be noted that following the Supreme Court allowing the Financial Conduct Authority's appeal on behalf of policyholders for business interruption claims to be paid out in relation to COVID-19, officers have queried this with Zurich as to whether this would also apply to Seaford Town Council. Zurich have confirmed that both the UK High Court and Supreme Court ruled that the wordings represented by Zurich in the above case do not provide cover for business interruption in relation to the COVID-19 and therefore this would not be claimable.
- 1.10 The Council currently insures The Salts Skate Park. The Insurance advisor has said that many Councils don't insure concrete skate parks such as the Council's as there is little that can go wrong with it. Officers have enquired with the Insurance Officer who is responsible for both Lewes District Council (LDC) and Eastbourne Borough Council (EBC). He advises that whilst LDC does insure its skate parks, EBC does not and that this reflects wider variations he encounters across other councils. It's advised that there is no right or wrong answer, but to look at what could happen to a structure essentially made from concrete and that a large-scale insurable loss is unlikely. The Council would still be covered under Public Liability if there was an accident at the skate park whether we insured the structure or not. The saving would be either £714.99 or £794.44 if the skate park was removed from the policy as detailed below.

2. Financial Appraisal

- 2.1 The prices presented to us by our Customer Account Manager are:
 - 1 Year - £21,774.24 (£20,979.80 if skate park removed)
 - 3 Year - £19,707.53 (£18,992.54 if skate park removed)
- 2.2 The Council is asked to decide whether to take out a 1 year or a 3-year (plus 2) long term agreement.
 - (a) The **1 Year option** is an additional cost of £2,066.71, this should give officers enough time to go ahead with the tender process in time for a new contract in April 2022. That said however, there is no guarantee a contract would see such competitive rates that we see now, which are due to our long-term agreement discounts being carried forward.
 - (b) The **3 Year (plus 2) option** is the preferred option of officers due to the large saving that could be made over the three years and the knowledge that the following two years would also be at the discounted rates (but subject to the usual 3% index link increase) and again with an option to extend to five years should the Council decide


at that time. In addition, any building revaluation is likely to impact on the annual insurance and Zurich will make these changes at no extra admin cost which other companies may not be inclined to. Zurich would either refund part of the premium or charge more depending on which way the valuation was.

- 2.3** It has in the past it has proved difficult to get comparative quotes. Local Council Insurance is a specialised sector that many mainstream insurers don't often want to cover. Other councils have recently said that they have had problems getting comparative quotes.


Contact Officer

The Contact Officer for this report is Lucy Clark, Finance Manager.

Finance Manager



Responsible Finance Officer



Town Clerk



Mrs Lucy Clark
Seaford Town Council
37 Church Street
Seaford
East Sussex
BN25 1HG

Select for Local Councils Policy Schedule

This insurance policy, which meets your demands and needs, has been based on the latest information obtained from you. The Policy, the Policy Schedule, any Certificates of Insurance and Endorsements form one document and should be read together. This Schedule replaces any previous Schedule.

Policy Number YLL 272040 6973

Insured Seaford Town Council

Business Parish / Town Council

Period of Insurance

From 01st April 2021
To 31st March 2022
and any other period for which cover has been agreed.

Renewal Premium £

Premiums are inclusive of Insurance Premium Tax and/or VAT as appropriate.

Schedule Number 83615830

Long term agreement active until

Preparation Date 03rd March 2021

Prepared by Mr Vincent Liu

Policy Form Reference MLAACC03

Policy Cover Declaration:

You, the Insured, are not aware of any known losses or events that could give rise to a claim, or circumstances that would be prejudicial to us, the Insurer, should the basis of cover on the below given insurance product (s) be changed.

This is important information, please read it carefully and check that the facts given about you are correct and that

we have included all the covers that you require. We are unable to give you advice so it is your responsibility to check the cover is correct for your organisation.

Important information

Taking reasonable care

We require that you take reasonable care in managing your activities. Where appropriate this requires you to do the following:

- Keep written risk assessments for your key activities
- Keep written records of your staff and volunteer training. For example, manual handling training, or for use of tools and machinery
- Abide by any rules, guidelines or advice that is given to you by any relevant authority, such as a Local Authority, or the Health and Safety Executive

We want you to be confident about your insurance and understand what is required of you. Please contact us if you have any questions relating to the above.

Lines of Cover applying

Part A – Material Damage

Table Headings

Contents (a)	Furniture, fixtures, fittings and tenants improvements
Contents (b)	Other contents and consumable stock not specified below including printed books and unused stationery
Contents (c)	Computer equipment, other office equipment and sports equipment
Contents (d)	Televisions, audio-visual and photographic equipment (excluding videos), beer, wine, spirits, tools and gardening equipment
Contents (e)	Tobacco
Contents (f)	Camcorders, videos and gaming machines
Contents (g)	Civic Regalia

Sums Insured

Premises Address	Buildings Sum Insured	Loss of Rent	Contents (a)	Contents (b)	Contents (c)	Contents (d)	Contents (e)	Contents (f)	Contents (g)
1. Hurdis House, 10 Broad Street, Seaford, East Sussex, BN25 1ND	£1,077,742.65	N/A	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
2. The Old Town Hall including South Street Toilets, 9 South Street, Seaford, East Sussex, BN25 1HP	£337,936.25	N/A	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
3. South Hill Barn, Chyngton Way, Seaford, East Sussex, BN25 4JQ	£979,884.66	N/A	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
4. Toilets - Salts Recreation Ground, Richmond Road, Seaford, East Sussex, BN25 1DR	£172,230.05	N/A	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
5. Salts Cafe, Richmond Road, Seaford, East Sussex, BN25 1DR	£271,392.84	N/A	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
6. The Base - Salts	£111,688.59	N/A	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00

Recreation Ground, Richmond Road, Seaford, East Sussex, BN25 1DR									
7. Changing area - Salts Recreation Ground, Richmond Road, Seaford, East Sussex, BN25 1DR	£170,925.30	N/A	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
8. Cricket Pavilion - Salts Recreation Ground, Richmond Road, Seaford, East Sussex, BN25 1DR	£237,468.71	N/A	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
9. Scout Hut - Salts Recreation Ground, Richmond Road, Seaford, East Sussex, BN25 1DR	£405,784.47	N/A	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
10. Lifeguard Station, Salts Recreation Ground, Richmond Road, Seaford, East Sussex, BN25 1DR	£121,343.91	N/A	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
11. Crouch Bowling Club, Seaford, East Sussex, BN25 1PX	£245,468.92	N/A	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
12. Football Club & Pavillion, Seaford, East Sussex, BN25 1PX	£517,994.96	N/A	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
13. Martello Toilets, The Esplanade, Seaford, East Sussex, BN25 1JJ	£233,554.38	N/A	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
14. Seafront Kiosk, West View, (Opp Pelham Road), The	£27,400.25	N/A	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00

Esplanade, Seaford, East Sussex, BN25 1JJ									
15. Martello Kiosk & Lifeguard Post,, The Esplanade, Seaford, East Sussex, BN25 1JJ	£19,571.60	N/A	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
16. Seafrost Shelters, The Esplanade, Seaford, East Sussex, BN25 1JJ	£43,375.89	N/A	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
17. Martello Tower, The Esplanade, Seaford, East Sussex, BN25 1JH	£3,172,223.63	N/A	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
18. Seaford Town Council Building, 37 Church Street, Seaford, East Sussex, BN25 1HG	£0.00	N/A	£37,500.00	£0.00	£9,085.00	£0.00	£0.00	£3,600.00	£13,450.00
19. The Crypt, 23 Church Street, Seaford, East Sussex, BN25 1HD	£620,156.09	N/A	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
20. Golf Course Greenkeepers Office Buildng, Seaford Head Golf Club, Southdown Road, Seaford, East Sussex, BN25 4JS	£106,991.39	N/A	£500.00	£0.00	£3,340.00	£1,200.00	£0.00	£0.00	£0.00
21. Golf Course Machine & Equipment Depot, Seaford Head Golf Club, Southdown Road, Seaford, East Sussex, BN25 4JS	£42,927.04	N/A	£0.00	£0.00	£0.00	£31,457.00	£0.00	£0.00	£0.00
22. Seaford Head	£2,029,888.91	N/A	£37,755.00	£6,000.00	£59,193.00	£11,150.00	£0.00	£0.00	£0.00

Golf Club & The View, Southdown Road, Seaford, East Sussex, BN25 4JS									
23. Seaford Rugby Club, Salts Recreation Ground, Richmond Road, Seaford, East Sussex, BN25 1DR	£874,181.60	N/A	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00

For Premises: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23
Insured Perils applicable to Material Damage : 1-13, 15 & 16

Excesses Applicable to Premises 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21 & 22

The following Excesses apply to each and every loss arising in respect of each and every separate premises:

Accidental Damage	£1,000
Theft	£1,000
Riot civil commotion and Malicious Persons	£1,000
Storm or Flood	£1,000
Escape of Water	£1,000
Falling Trees or Branches	£1,000

Excesses Applicable to Premises 18

The following Excesses apply to each and every loss arising in respect of each and every separate premises:

Accidental Damage	£100
Theft	£100
Riot civil commotion and Malicious Persons	£250
Storm or Flood	£250
Escape of Water	£250
Falling Trees or Branches	£250

Excesses Applicable to Premises 23

The following Excesses apply to each and every loss arising in respect of each and every separate premises:

Accidental Damage	£100
Theft	£100
Riot civil commotion and Malicious Persons	£250
Storm or Flood	£250
Escape of Water	£250
Falling Trees or Branches	£250

Operative Endorsements: 1, 2, 3, 5, 6, 7, 8 & 9 (please refer to the Endorsement section of the policy wording)

10. Communicable Diseases exclusion

The following exclusion is added to General Exclusions but is not applicable to parts E, F, G, H, I, J, K, L, M, N, O, P, Q and R

5. Communicable Diseases

This Policy does not cover any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with the following:

- a) a **communicable disease**; or
- b) the fear or threat (whether actual or perceived) of a **communicable disease**

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

For the purposes of this exclusion, '**communicable disease**' means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- i) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
- ii) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- iii) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

This exclusion does not however apply in respect of and only to the extent of cover expressly stated as being provided under the extension applicable to Part B – Business Interruption titled Named Diseases, Murder, Suicide or Rape.

Part B – Business Interruption

Premises Address	Additional Expenditure	Indemnity Period (Months)	Loss of Data	Indemnity Period (Months)	Loss of Gross Revenue	Indemnity Period (Months)
37 Church Street, Seaford, East Sussex, BN25 1HG	£60,000	24	N/A		N/A	
Southdown Road, Seaford, East Sussex, BN25 4JS	N/A		N/A		£865,000	12

For Premises: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23

Insured Perils applicable to Business Interruption : 1-13, 15 & 16

Operative Endorsements:

10. Communicable Diseases exclusion

The following exclusion is added to General Exclusions but is not applicable to parts E, F, G, H, I, J, K, L, M, N, O, P, Q and R

5. Communicable Diseases

This Policy does not cover any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with the following:

- a) a communicable disease; or
- b) the fear or threat (whether actual or perceived) of a communicable disease

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

For the purposes of this exclusion, 'communicable disease' means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- i) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
- ii) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- iii) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

This exclusion does not however apply in respect of and only to the extent of cover expressly stated as being provided under the extension applicable to Part B – Business Interruption titled Named Diseases, Murder, Suicide or Rape.

11. Named Diseases amendment

Extension 2. under Part B – Business Interruption Section 5 – Special Extensions is deleted and restated as follows;

2. Named Diseases, Murder, Suicide or Rape

The insurance in respect of each item under this Part includes loss resulting from interruption of or interference with the **business** carried on by the **insured** at the **premises** in consequence of:

- a)
 - i) any occurrence of a Named Disease at the **premises** or attributable to food or drink supplied from the **premises**
 - ii) any discovery of an organism at the **premises** likely to result in the occurrence of a Named Disease
 - iii) any discovery of a Named Disease at the **premises**
- b) the discovery of vermin or pests at the **premises**
- c) any accident causing defects in the drains or other sanitary arrangements at the **premises** which causes restrictions on the use of the **premises** on the order or advice of the competent local authority
- d) any occurrence of murder, suicide or rape at the **premises**.

Provided always that:

- 1) Named Disease will mean illness sustained by any person resulting from:
 - A) food or drink poisoning
 - B) one of the following specified human infectious or human contagious diseases:

Acute encephalitis	- Ophthalmia neonatorum
Acute poliomyelitis	- Paratyphoid fever
Anthrax	- Rabies
Bubonic Plague	- Relapsing fever
Cholera	- Rubella
Diphtheria	- Scarlet fever
Dysentery	- Smallpox
Legionellosis	- Tetanus
Legionnaires Disease	- Tuberculosis
Leprosy	- Typhoid fever
Leptospirosis	- Typhus fever
Malaria	- Viral hepatitis
Measles	- Viral haemorrhagic
Meningitis	- Whooping cough
Meningococcal Infection	- Yellow fever
Mumps	

an outbreak of which the competent local authority has stipulated shall be notified to them.

- 2) For the purposes of this clause:
 - A) Indemnity Period will mean the period during which the results of the **business** are affected in consequence of the occurrence, discovery or accident beginning with the date from which the restrictions on the **premises** are applied or in the case of d) above with the date of the

- occurrence and ending not later than the Maximum Indemnity Period thereafter.
- B) Maximum Indemnity Period will mean three months.
- 3) in the event that this Part includes an extension which deems loss, destruction or damage at other locations to be Damage at the **premises** such extension will not apply to this Special Extension.
 - 4) The **insurer** will not be liable under this clause for:
 - A) loss arising from restrictions on the use of the **premises** in consequence of an emergency prohibition notice or emergency prohibition order being served against the insured or the manager of the **premises** in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006 including any amendments or re-enactment thereto
 - B) any costs incurred in the cleaning, repair, replacement, recall or checking of **property**.
 - 5) The **insured** will comply with all issues identified as contraventions arising from a Food Premises Inspection Report within the timescales stated in such report.
 - 6) 6) The **insured** will notify the **insurer** immediately of any prohibition notice, emergency prohibition notice or emergency prohibition order served against them or the manager of the premises in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006 including any amendments or re-enactment thereto.
 - (7) The **insurer** will only be liable for the loss arising at those **premises** which are directly affected by the occurrence, discovery or accident under this part and then only for an amount not exceeding £100,000 any One Event and in the aggregate in any one period of insurance.

Part C – All Risks

Table Headings

Contents (a)	Furniture, fixtures, fittings and tenants improvements
Contents (b)	Other Contents and consumable stock not specified below including printed books and unused stationery
Contents (c)	Computer Equipment, other office equipment and sports equipment
Contents (d)	Televisions, audio-visual and photographic equipment (excluding videos), beer, wine, spirits, tools and gardening equipment
Contents (e)	Tobacco
Contents (f)	Camcorders, videos and gaming machines
Contents (g)	Civic Regalia

Additional Items:

Where no premises address is shown, the item is not based at one location and cover is provided anywhere within the **territorial limits**.

Item Description	Sum Insured	Excess
Christmas lights	£17,134.29	£100
Log Cabin	£5,749.67	£100
Golf Buggies x 6 @ £9325.20 each	£55,951.20	£100
10 Beach Huts (Martello)	£130,477.32	£100
Centenary Clock	£4,282.30	£100
Play Equipment - Salts	£149,847.77	£100
Civic Regalia	£16,200.00	£100
Golf Maintenance Equipment - Machines & Mowers	£508,036.00	£100
CCTV Equipment	£111,379.35	£100
Outdoor Gym Equipment - Salts	£31,413.72	£100
Play Equipment - Crouch	£40,466.23	£100
Garden Shed - Crouch	£1,445.69	£100
Football Club Store - Crouch	£10,438.18	£100
Groundsman Store - Crouch	£10,438.18	£100
Equipment Shed - Golf Course	£45,020.35	£100
The Shoal – Community Bench	£67,530.53	£100
1 Beach Huts (Bonnigstedt)	£25,000.00	£100
Telescope	£7,878.56	£100
Seaford Library Bench	£10,927.27	£100
Seasonal huts/Portaloos	£26,522.50	£100
Skatepark at the SALTS Recreation Ground	£223,849.90	£100
Disabled beach access	£29,705.20	£100
Salts Recreation Ground CCTV	£9,888.75	£100
Salts Skate Park Flood Lights	£21,752.69	£100
Salts Recreation Ground Table Tennis Tables	£4,031.42	£100
Green Keepers CCTV & 4 cameras	£2,500.00	£100

Water Re-Fill Stations x 5 (£1,885 each)	£9,425.00	£100
Bike Stations & Racks	£2,526.59	£100
Martello Notice Board	£1,915.80	£100
Church Street Notice Board	£1,225.70	£100
Golf Club & The View Notice Board	£1,000.00	£100
Laptops for homeworking x 16 (£400 each)	£6,400.00	£100
Shipping Container located at Machinery Depot	£2,400.00	£100
The Golf Course and Irrigation System	£70,000.00	£100

The excess stated applies to each and every loss.

Operative Endorsements: 1, 2, 3 & 7 (see pages 35 - 37)

10. Communicable Diseases exclusion

The following exclusion is added to General Exclusions but is not applicable to parts E, F, G, H, I, J, K, L, M, N, O, P, Q and R

5. Communicable Diseases

This Policy does not cover any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with the following:

- a) a **communicable disease**; or
- b) the fear or threat (whether actual or perceived) of a **communicable disease**

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

For the purposes of this exclusion, '**communicable disease**' means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- i) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
- ii) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- iii) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

This exclusion does not however apply in respect of and only to the extent of cover expressly stated as being provided under the extension applicable to Part B – Business Interruption titled Named Diseases, Murder, Suicide or Rape.

Part D – Money

	Limit any one loss
1. Loss of Non-Negotiable Money in the situations specified in items 2(a), 2(b), 2(c)(i) and 2(c)(ii):	£250,000
2. Loss of other Money:	
(a) in transit in the custody of any Member or Employee or in transit by registered post (limit £250), or in a Bank Night Safe	£15,000
(b) in the private residence of any Member or Employee	£500
(c) in the premises	
(i) in the custody of or under the actual supervision of any Member or Employee	£15,000
(ii) in locked safes or strongrooms	£15,000
(iii) in locked receptacles other than safes or strongrooms	£500

Excess: £50 each and every loss

Personal Accident Assault Limits: Stated in Section 3(c) of the policy wording

Operative Endorsements:

‘In respect of **Section 1 – Special Definitions**, the definition of Person Insured is extended to include any person between the ages of 16 and 90.’

10. Communicable Diseases exclusion

The following exclusion is added to General Exclusions but is not applicable to parts E, F, G, H, I, J, K, L, M, N, O, P, Q and R

5. Communicable Diseases

This Policy does not cover any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with the following:

- a) a **communicable disease**; or
- b) the fear or threat (whether actual or perceived) of a **communicable disease**

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

For the purposes of this exclusion, ‘**communicable disease**’ means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- i) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any

variation thereof, whether deemed living or not; and

- ii) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- iii) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

This exclusion does not however apply in respect of and only to the extent of cover expressly stated as being provided under the extension applicable to Part B – Business Interruption titled Named Diseases, Murder, Suicide or Rape.

Part E – Public Liability

Limit of Indemnity: £15,000,000

Excess: £100 each and every claim in respect of Section 2(d)(ii)

Operative Endorsements:

1. Environmental Clean Up Costs. The following Special Definitions are added to Section 1:

Clean Up Costs

- a) Testing for or monitoring of Pollution or Contamination
- b) the costs of Remediation required by any Enforcing Authority to a standard reasonably achievable by the methods available at the time that such Remediation commences.

Remediation

Remedying the effects of Pollution or Contamination including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

Enforcing Authority

Any government or statutory authority or body implementing or enforcing environmental protection legislation within the territorial limits.

Cover

With effect from 01 July 2009 or the inception of the policy if later, the **insurer** will indemnify the **insured** in respect of all sums including statutory debts that the **insured** is legally liable to pay in respect of Clean Up Costs arising from environmental damage caused by Pollution or Contamination where such liability arises under an environmental directive, statute or statutory instrument.

Provided always that:

- a) liability arises from Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance. All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the same time such incident takes place
- b) the **insurer's** liability under this Extension shall not exceed £1,000,000 for any one occurrence and in the aggregate in any one Period of Insurance and will be the maximum the insurer will pay inclusive all costs and expenses. This limit will form part of and not be in addition to the Limit of Indemnity stated in the Schedule
- c) immediate loss prevention or salvage action is taken and the appropriate authorities are notified

Exclusions

The **insurer** shall be under no liability:

1. in respect of Clean up Costs for **damage** to the **Insured's** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the **insured's** care, custody or control
2. for **damage** connected with pre-existing contaminated property
3. for **damage** caused by a succession of several events where such individual event would not warrant immediate action
4. in respect of removal of any risk of an adverse effect on human health on the Insured's land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the **insured's** care, custody or control
5. in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences
6. in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident
7. for **damage** resulting from an alteration to subterranean stores of groundwater or to flow patterns
8. in respect of costs for the reinstatement or reintroduction of flora or fauna
9. for **damage** caused deliberately or intentionally by the **insured** or where they have knowingly deviated from environmental protection rulings or where the **insured** has knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which they are responsible
10. in respect of fines or penalties of any kind
11. for **damage** caused by the ownership or operation on behalf of the **insured** of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water
12. for **damage** which is covered by a more specific insurance policy
13. for **damage** caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
14. for **damage** caused by disease in animals belonging to or kept or sold by the **insured**.

3. Officials Indemnity

Section 3 – Financial Loss

For the purposes of this Section, **employee** is held to include **member**

Part F – Hirers' Liability

Limit of Indemnity: £2,000,000

Excess: £100 each and every claim for damage to the premises or contents caused other than by fire or explosion

Operative Endorsements

Part G – Employers Liability

Limit of Indemnity: £10,000,000

Operative Endorsements:

Part H – Libel and Slander

Sum Insured

£250,000

Excess: 10% each and every claim or £1,000 whichever is the lower

Part N – Fidelity Guarantee

Persons Guaranteed:	Sum Guaranteed
All members and employees	£1,000,000

Excess: £100 each and every loss

Part O – Personal Accident

Cover is limited to £500,000 any one person and £2,000,000 any one incident.

Persons Insured:

Employees

Capital Sum	£50,000.00
Weekly Sum	£200.00
Cover	Sections 2 and 3 - Accident and Assault Cover

Volunteers

Capital Sum	£50,000.00
Weekly Sum	£200.00
Cover	Sections 2 and 3 - Accident and Assault Cover

Directors/Councillors

Capital Sum	£50,000.00
Weekly Sum	£200.00
Cover	Sections 2 and 3 - Accident and Assault Cover

Operative Endorsement:

Special Condition 4 of Section 5 is inoperative provided always that the **insurer** will not make any payment of any benefit or in respect of any expense or loss arising from any Person Insured who has attained the age of 90 years unless such expense or loss arises during the period of insurance during which the Person Insured attains the age of 90

Part P – Legal Expenses

The Claims Handling Agent is DAS Legal Expenses Insurance Company Limited.

Section:

3. Employment Disputes and Compensation Awards	
(A) Employment Disputes	Operative
(B) Compensation Awards	Operative
(C) Service Occupancy	Operative
4. Legal Defence	Operative
5. Property Protection and Bodily Injury	
(A) Property Protection	Operative
(B) Bodily Injury	Operative
6. Tax Protection	
(A) Inland Revenue Investigations, Full or Aspect Enquiries	Operative
(B) Employers compliance	Operative
(C) VAT disputes	Operative
7. Contract Disputes - £5,000 Limit	Operative
8. Statutory Licence Protection	Operative
Limit of Indemnity:	£200,000

Operative Endorsements

Section 2 (c) shall read:

(c) in civil claims other than claims under Section 3 it is always more likely than not that a Person Insured will recover damages (or obtain any other legal remedy which the **insurer** has agreed) or make a successful defence.

Provisos (i) (1), (i) (2) and (ii) to Section 3 (B) are deleted.

The following is also operative: Debt Recovery

Insured Incident

The **insurer** will negotiate for the **insured's** legal rights including enforcement of judgment to recover money and interest due from the sale or provision of goods or of services, provided always that:

- a) the amount of the debt exceeds £250 (incl VAT)
- b) the claim under this Part is made within 90 days of the money becoming due and payable
- c) the **insurer** has the right to select the method of enforcement, or to forego enforcing judgment if the **insurer** is not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

Exceptions

We will not provide indemnity in respect of or arising from or relating to:

- a) any debt arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the debt is due within the first 90 days of the indemnity provided by this section
- b) the recovery of money and interest due from another party where the other party intimates that a defence exists
- c) any claim relating to:
 - i) any settlement payable under an insurance policy
 - ii) any lease, licence or tenancy of land or buildings
 - iii) any motor vehicle owned by, or hired or leased to you other than agreements relating to the sale of motor vehicles where you are engaged in the business of selling motor vehicles
- d) any dispute which arises out of the purchase, hire, sale or provision of computer hardware, software, systems or services.

General Notes

1. Fair presentation of the risk

You must make a fair presentation of the risk to us at inception, renewal and variation of your policy. This means that we must be told about all facts and circumstances which may be material to the risks covered by the policy and that you must not make a misrepresentation to us about any material facts. As part of your duty of fair presentation, you must ensure that the information detailed within the schedule is correct and complete. A material fact is one which would influence the acceptance or assessment of the risk. If you have any doubt about facts considered material, it is in your interests to disclose them to us.

Failure to make a fair presentation of the risk could result in the policy either being avoided, written on different terms or a higher premium being charged, depending on the circumstances surrounding the failure to present the risk fairly.

This policy is compliant with the principles of the Insurance Act 2015 law reforms. It also incorporates an 'opt out' which has the aim to promote good customer outcomes. We have opted-out of the 'proportionate reduction of claim remedy' available to insurers under the Insurance Act 2015. This means that in cases of non-disclosure or misrepresentation which are neither deliberate nor reckless, if we would have charged an additional premium had we known the relevant facts, we will charge that premium and pay any claims in full rather than reducing claims payments in proportion to the amount of premium that would have been charged.

We believe that our 'additional premium approach' should, in most situations, be more favourable to our customers when compared to the proportionate reduction of claim remedy. Our additional premium approach does not affect our right to apply the other remedies available under the Act for non-disclosure or misrepresentation.

2. Cancellation

All insurance policies run for a fixed period of time. The Insured can terminate an insurance contract verbally or in writing at any time. No refund will legally be due for any unused period of cover outside of the 'cooling off period' for consumer customers or following initiation for organisations and businesses. The Insurer may cancel the policy by giving 30 days' notice in writing. In such an event the insured will be entitled to a return of premium in respect of the unexpired portion of the period of insurance.

3. Bonus and fee structure

Employees and businesses who work for ZIP UK are remunerated in various different ways for selling insurance contracts. Employees receive a basic salary and also receive a bonus based on a number of factors, including the achievement of sales and quality targets. Businesses which work for the insurer on an outsourced basis receive a fee and also additional payments based on a number of factors, including the achievement of sales and quality targets.

Claims Contact Information

If you need advice on a claim, it is important that you speak to the appropriate specialist. Claims specialists are available to discuss your cover and advise you on how to make a claim. Their contact details are:

Line of cover	Claims team	Claims contact details	
Buildings, Contents including "All Risks" Items	Property Claims	Tel:	0800 028 0336
Business Interruption		Email:	farnboroughpropertyclaims@uk.zurich.com
Computer		Address:	Zurich Municipal Property Claims, Zurich Financial Services, PO Box 3303, Interface Business Park, Swindon, SN4 8WF
Money			
Public Liability	Liability Claims	Tel:	0800 876 6984
Employers Liability		Email:	fnlc@uk.zurich.com (New Claims) zmflc@uk.zurich.com (Subsequent correspondence)
Personal Assault under Money			
Personal Accident		Address:	Zurich Municipal Casualty Claims, Zurich House, 1 Gladiator Way, Farnborough, Hampshire, GU14 6GB (DX 140850, Farnborough 4)
Financial and administrative liability			
Professional Negligence			
Hirers Liability			
Fidelity Guarantee			
Libel and Slander			
Engineering Insurance			
Engineering – Deterioration of Stock			
Business Travel			
Motor	Motor Claims	Tel:	0800 916 8872 (new claims) 0800 232 1913 (customer damage)
		Email:	zmotorclaimsoffice@uk.zurich.com
		Address:	Zurich Municipal Motor Claims, PO Box 3322, Interface Business Park, Swindon, SN4 8XW
Legal Expenses	DAS Legal Claims	Tel:	0117 976 2030 (Switchboard)

General claims procedure

This is a description of the general claims procedure you will need to follow:

1. Contact the relevant claims office, to notify the claim
2. If necessary, a claim form will be sent out to you for completion, or you will be asked to send details in writing
3. In the event of uncertainty, please call the relevant office for guidance.
4. Out of hours/Emergency Property losses - please contact 0800 028 0336
5. Track open claims on-line at: <https://www.zurich.co.uk/municipal/existing-customers>

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Communications may be monitored or recorded to improve our service and for security and regulatory purposes.