



LUDLOW TOWN COUNCIL A G E N D A

To: All Members of the Council, Unitary Councillors, Press

Contact: Gina Wilding

Ludlow Town Council, The Guildhall,

Mill Street, Ludlow, SY8 1AZ

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Despatch date: 23rd December 2025

EXTRA ORDINARY COUNCIL

You are summoned to attend the meeting of Ludlow Town Council to be held at The Guildhall, Mill Street, Ludlow, on Monday 5th January 2026 at 7.00pm

Gina Wilding

Gina Wilding
Town Clerk

Key Agenda Items:

- Meeting Calendar
- Insurance Update
- Churchyard Walls Task & Finish Group
- Insurance

The public may speak at this meeting

Public Open Session (15 minutes) – Members of the public are invited to make representations to the Council on any matters relating to the work of the Council or to raise any issues of concern.



1. **WELCOME FROM THE MAYOR AND HEALTH & SAFETY INFORMATION**

Councillors and members of the public are to note that the fire exits can be found to the rear of the building and via the front door. The fire assembly point is on the pavement opposite the Guildhall. For fire safety purposes all Councillors should sign the attendance book and members of the public should sign the attendance sheet.

2. **RECORDING OF MEETINGS** – Under the Openness of Local Government Regulations 2014, recording and broadcasting including blogging, tweeting and other social media is permitted during public session of Council meetings.

The act of recording and broadcasting must not interfere with the meeting.

The Council understands that some members of the public may not wish to be recorded and asks that they make this known immediately.

3. **MEETING PROTOCOL**

Members are reminded of the vital importance of mutual respect, professionalism, and full adherence to the Council's Code of Conduct, Standing Orders, and Meeting Protocol.

Councillors and officers have distinct yet complementary roles and work collaboratively in the best interests of the community. Councillors are responsible for setting policy and representing the public, while officers provide impartial advice and are tasked with implementing Council decisions.

During meetings, Members must conduct themselves with decorum, follow the established rules of debate, and respect the authority of the Chair.

Disruptive behaviour, undue pressure on officers, or prioritising personal interests above Council objectives undermines good governance and is contrary to the standards of conduct expected in Council proceedings.

Maintaining integrity, accountability, and a respectful environment is essential to ensuring effective and transparent decision-making.

4. **APOLOGIES**

To receive Councillor's apologies.

5. **DECLARATIONS OF INTEREST**



To receive declarations of interests for:

- a) Disclosable Pecuniary Interest
- b) Declaration of Conflicts of Interest
- c) Declarations of Personal Interest

Members are reminded that they must not participate in the discussion or voting on any matter in which they have a Disclosable Pecuniary Interest and should leave the room prior to the commencement of the debate. (Disclosable Pecuniary Interests) Regulations 2012 (SI 2012/1464)



6. **PUBLIC OPEN SESSION (15 MINUTES)** – Members of the public are invited to make representations to the Council on any matters relating to the work of the Council or to raise any issues of concern. Public Bodies (admissions to meetings) Act 1960 s 1 extended by the LG Act 972 s 100.
7. **LUDLOW'S UNITARY COUNCILLORS SESSION**
Ludlow's Unitary Councillors are invited to provide updates on Unitary Council matters related to Ludlow.
8. **MINUTES**
To approve the open and closed session minutes of **Council** on 1st December 2025 as a correct record of the meetings (LGA 1972 Sch 12 para 41(1)).

| ITEM | Attachment |
|--|-------------------------------------|
| <p>9. <u>COMMITTEE MEETING CALENDAR</u> To approve moving Policy and Finance meeting from 12th January to 19th January and Full Council from 19th January to 26th January 2026.</p> | No papers |
| <p>10. <u>INSURANCE</u></p> <p>a) To approve expenditure to amend the Council's motor insurance to cover a driver under 25 years.</p> <p>b) To approve expenditure of £4,750 plus VAT for revaluation of all buildings owned by the Council by Gallagher.</p> | <p>10a</p> <p>10b</p> |
| <p>11. <u>LISTED BUILDING (LBC) AND ADVERTISING CONSENT (ADV) APPLICATIONS</u> To consider and comment on planning applications - 25/04245/LBC and 25/04244/ADV relating to The George Inn, 12 Castle Street, Ludlow Shropshire SY8 1AT Link to LBC info: Installation of new externally-illuminated fascia sign, projecting sign and wall sign, and an internally illuminated sign on existing railing  Link to ADV info: Installation of new externally-illuminated fascia sign, projecting sign and wall sign, and an internally illuminated sign on existing railing </p> | No papers |
| <p>12. <u>EXCLUSION OF PRESS AND PUBLIC: PUBLIC BODIES (ADMISSION TO MEETINGS) ACT 1960</u> The Chairman will move that the public be excluded from the meeting for the following item(s) of business pursuant to section 1 of the Public Bodies (Admission to Meetings) Act 1960, on the grounds that publicity would be prejudicial to the public interest by reason of the confidential nature of the business to be transacted.</p> <p><u>CHURCHYARD WALLS TASK & FINISH GROUP</u> To consider a report and recommendations.</p> | No papers |



M e m b e r s h i p

Councillors Lyle (Town Mayor), Addis, Childs, Cowell (Deputy Mayor), Gill, Ginger, Harris, Hepworth, Maxwell-Muller, Owen, Parry, Scott-Bell, Tapley, Taylor and Waite.

If approved, the date of the next Council meeting is 26th January 2026

Item 8.

MINUTES



MINUTES

Minutes of a meeting of the **COUNCIL** held at The Guildhall, Mill Street, Ludlow on **MONDAY 1ST DECEMBER 2025 at 7.00 PM.**

FC/271 PRESENT

Chair: Councillor Lyle

Councillors: Addis; Childs; Cowell; Gill (7:01); Ginger; Harris; Hepworth; Maxwell-Muller; Owen; Parry; Scott-Bell; Tapley; Taylor; and Waite.

Officers: Gina Wilding, Town Clerk
Helen Jones, Senior Administrative Assistant

FC/272 HEALTH & SAFETY

The Mayor, Councillor Lyle, welcomed everyone to the Full Council meeting and made some health and safety announcements.

FC/273 RECORDING OF MEETINGS

The Mayor notified those present that under the Openness of Local Government Regulations 2014, recording and broadcasting is permitted during public session of Council Meetings. The act of recording and broadcasting must not interfere with the meeting.

FC/274 MEETING PROTOCOL

The Mayor reminded Members of the vital importance of mutual respect, professionalism, and full adherence to the Council's Code of Conduct, Standing Orders, and Meeting Protocol.

Councillors and officers have distinct yet complementary roles and work collaboratively in the best interests of the community. Councillors are responsible for setting policy and representing the public, while officers provide impartial advice and are tasked with implementing Council decisions.

During meetings, Members must conduct themselves with decorum, follow the established rules of debate, and respect the authority of the Chair. Disruptive

behaviour, undue pressure on officers, or prioritising personal interests above Council objectives undermines good governance and is contrary to the standards of conduct expected in Council proceedings.

Maintaining integrity, accountability, and a respectful environment is essential to ensuring effective and transparent decision-making.

FC/275 APOLOGIES

No apologies were received.

FC/276 DECLARATIONS OF INTEREST

Disclosable Pecuniary Interests

None declared.

Conflicts of Interest

None declared.

Personal Interests

| <u>Councillor</u> | <u>Item</u> | <u>Reason</u> |
|-------------------|-------------|--|
| Waite | 21 | The item relates directly to them. |
| Owen | 26 | Knows the Chair of Ludlow Town Walls Trust. Is not and never have been, or been invited to be, a member, friend or trustee of either the Ludlow Town Walls Trust or St Laurence's PCC. |
| Cowell | 26 | Is a member of the choir at St Laurence's Church. Not a member of St Laurence's PCC. |
| Parry | 26 | Knows the Chair of Ludlow Town Walls Trust. |
| Hepworth | 26 | Knows the Chair of Ludlow Town Walls Trust. Is not a member of the Town Walls Trust or St Laurence's PCC. |
| Maxwell-Muller | 26 | Knows the Chair of Ludlow Town Walls Trust. |
| Childs | 26 | Knows the Chair of Ludlow Town Walls Trust. |
| Addis | 19 | Knows staff at the rugby club. |
| Lyle | 10 | Knows staff at SGFP. |
| | 18a | Knows staff related to Piano Festival. |
| | 19 | Knows staff at the rugby club. |
| | 26 | Knows staff at the rugby club. |

FC/277 PUBLIC OPEN SESSION (15 minutes)

There were two members of the public in attendance.

A member of the public referred to the Information Commissioner's recent decision on a Freedom of Information request concerning expenditure on the St

Lawrence's churchyard wall. They noted that council expenditure since 2013 included around £140,000 on legal advice, £25,000 on scaffolding hire, and £11,000 on storage. They also questioned the past handling of Council reserves, suggesting that holding funds in a low-interest account may have led to a loss of potential income. They asked what action the Council planned to take.

A member of the public noted that they had submitted Freedom of Information requests regarding the Council's recent responses to the Information Commissioner. They raised concerns about councillors' access to the town wall condition report and to legal advice regarding the collapsed section of churchyard wall.

FC/278 LUDLOW POLICE UPDATE

PS Bell provided an update on policing in Ludlow, noting that the local team has recently expanded to three PCs and two PCSOs, with some officers dedicated to the town centre, focusing on retail crime, public reassurance, and visibility. Additional officers cover the wider Ludlow area. Weekly police surgeries are held at various locations across Ludlow and surrounding villages, and enforcement activity has included the execution of warrants, seizure of controlled substances and vehicles, and monitoring of road safety and anti-social driving. PS Bell highlighted community engagement through ride-alongs, social media updates, and charitable activities, and noted that a local stone-throwing issue has been resolved through the youth justice system. Residents were encouraged to report crimes or anti-social behaviour, and overall visibility and patrolling in Ludlow has significantly increased, with positive feedback from the public.

Councillor Addis asked about policing outside the town centre, particularly in the housing estates where young people congregate. PS Bell explained that, although two PCs are dedicated to the town centre, they also patrol the wider area, supported by himself and PCSOs who cover all locations. The team responds proactively to any reported activity or intelligence outside the town centre.

FC/279 LUDLOW'S UNITARY COUNCILLORS SESSION

Councillor Parry (Ludlow South) confirmed that Bridgnorth, not Ludlow, will be one of the first town councils that the Task & Finish Group will be focusing on regarding devolution of services.

FC/280 SHROPSHIRE GOOD FOOD PARTNERSHIP

Dr. Daphne Du Cros introduced the Shropshire Good Food Partnership and explained how it forms part of the UK-wide Sustainable Food Places network, working across farming, communities, public health and local authorities to strengthen local food resilience. She outlined the vulnerabilities of the national

food system - shaped by a chronic “polycrisis” of rising living costs, climate change, biodiversity loss and geopolitical instability, alongside acute shocks such as flooding, supply-chain disruption and contamination - and emphasised that food is a powerful, place-based lever for systems change. Using the Partnership’s focus on relocalisation, regeneration, reconnection and resilience, she described how food partnerships can help councils develop coherent local food strategies, drawing on models like “Food Ladders” to support crisis response, build community capacity and enable self-organised action. Dr. Du Cros highlighted the need for local food resilience planning in Shropshire, noting gaps in existing emergency planning, and proposed working with Ludlow and neighbouring parishes - subject to upcoming Climate Lottery funding - to map the local food system and consider a practical, community-led food resilience strategy.

FC/281 RESOLVED DL/SH (11:0:4)

To approve, in principle, that councillors attend an initial blueprinting and scoping session on the local food system in January 2026 (date to be confirmed) - covering assets, gaps, pathways and bottlenecks to food access.

That more information is needed before the council makes any decision regarding the community food resilience lab initiative.

FC/282 MINUTES

RESOLVED KC/DL (unanimous)

That the open and closed session minutes of the Council meeting held on 20th October 2025 be approved as a correct record and signed by the Chair.

FC/283 ITEMS TO ACTION

RESOLVED DL/KC (unanimous)

That the Items to Action be noted.

FC/284 BUDGET TASK & FINISH GROUP UPDATE

RESOLVED GG/MT (unanimous)

That the recommendations from the Budget Task & Finish Group, as listed in the notes from their meeting on 20th November 2025, are given further consideration by Policy & Finance Committee before coming back to Full Council in January 2026.

Councillor Alex Wagner arrived at 7.50pm.

FC/285 RESOLVED DL/IMM (13:1:1)

That, subject to the removal of the reference to a survey, the budget consultation statement be approved for release.

FC/286 RESOLVED MT/IMM (unanimous)

That all councillors provide their feedback on the draft survey to the Town Clerk within a 14-day period, so that the Clerk can redraft the survey for approval at Full Council in January 2026.

FC/287 SHROPSHIRE COUNCIL FINANCIAL CRISIS / DEVOLUTION OF SERVICES

Councillor Alex Wagner, Deputy Leader of Shropshire Council, outlined Shropshire Council's devolution proposals against the backdrop of severe financial and capacity pressures, noting that many services once delivered by full teams are now managed by one or two officers, making current service levels unsustainable. He emphasised that the Council will inevitably become smaller and able to provide only statutory and preventative services in the coming years, meaning non-statutory services - such as grounds maintenance, libraries, and street scene - will deteriorate without new models of delivery. To address this, the Council is piloting arrangements from April 2026 where town and parish councils can choose to take on services, with varying levels of funding, control, and responsibility.

Councillors expressed significant concerns, including the need for clear financial information before considering transfers, the unfairness of expecting Ludlow residents to fund services used by wider surrounding parishes, the risk that local precepts could become unaffordable for residents already under financial strain, and questions over why the County cannot improve services in-house instead of devolving them. Councillor Wagner acknowledged these pressures, confirmed that detailed costings will only be available once pilot schemes mature, and stressed that participation is optional but shaped by unavoidable long-term reductions in Shropshire Council's capacity and resources.

Councillor Alex Wagner left the meeting at 8.47pm.

FC/288 COMMUNICATIONS TASK & FINISH GROUP

RESOLVED DL/IMM (unanimous)

That the improved Community Engagement Strategy, superseding the existing strategy from point 4 onwards, be adopted.

FC/289 RESOLVED DL/PA (unanimous)

That the strapline 'Looking After Ludlow's Future' be approved, and that the Task & Finish group be tasked with developing an ambitious action plan to support this aspiration, with the plan to be submitted to Full Council for approval.

FC/290 **RESOLVED DL/KC (unanimous)**

That the Task & Finish group refocuses on the original remit to review council's communications policies and protocols to create a user-friendly suite of policies that strengthen the council's engagement with the community.

FC/291 **RESOLVED DL/KC (unanimous)**

That the Communications Task & Finish group reports back to Full Council in April 2026.

FC/292 **PROJECTS**

RESOLVED DL/KC (unanimous)

That the projects updates, be noted.

FC/293 **RESOLVED DL/PA (unanimous)**

That the CCTV project remains a priority.

FC/294 **RESOLVED DL/KC (unanimous)**

That the Guildhall heating upgrade and repair of the kitchen window remains a priority project.

FC/295 **RESOLVED DL/AT (unanimous)**

That the priority projects be reconsidered at the January 2026 council meeting.

FC/296 **COMMITTEE MEETING CALENDAR**

RESOLVED DL/ISB (unanimous)

That the date of the Staffing Committee meeting be changed from 17th December 2025 to 10th December 2025.

FC/297 **EXTENSION OF MEETING**

RESOLVED DL/KC (unanimous)

That an extension of the meeting until 9.30pm be approved.

FC/298 **COMMITTEE MEMBERSHIP****RESOLVED DL/TG (unanimous)**

That the committee and Task & Finish Group membership be noted, with the addition of Councillor Lyle onto the Residential Rental Task & Finish Group, and the Efficiency Review Task & Finish Group.

FC/299 **PROJECT SUPPORT GRANT APPLICATIONS****RESOLVED VP/JH (13:0:2)**

That a £750 grant to Ludlow Piano Festival be approved.

FC/300 **RESOLVED GG/AT (13:0:2)**

That, with regret, the application for £1,000 from Hope House Hospice be declined because it does not meet the Project Support Grant criteria.

FC/301 **WHEELER ROAD RECREATION AREA****RESOLVED DL/PA (unanimous)**

That the positive conditional response received from the covenant holder, and the fact that the matter is being considered by the Services Committee, be noted.

FC/302 **MAYOR'S SUNDAY****RESOLVED DL/KC (unanimous)**

That the Mayor's Sunday service will take place on Sunday 28th June 2026.

FC/303 **COUNCILLOR DISPENSATION****RESOLVED DL/SH (7:4:4)**

To grant a dispensation for the duration of the existing council term for Councillor Waite to participate and vote on all matters relating to the devolution of powers, and / or delivery of Shropshire Council services by Ludlow Town Council.

FC/304 **SCAFFOLDING****RESOLVED DL/IMM (13:0:2)**

That the recommendations in the report be costed and considered by the Policy & Finance Committee in January 2026.

FC/305 COMMITTEE RECOMMENDATIONS

RESOLVED RO/IMM (14:0:1)

That, subject to an amendment to the wording of a recommendation from the Climate Action Task & Finish Group on 30th October 2025, changing it to a recommendation from the Town Planters Task & Finish Group, the following recommendations from the Policy & Finance Committee on 24th November 2025 be approved:

PF/150 b) Recommendations

RECOMMENDED RO/KC (Unanimous)

That the recommendations of the Climate Action Task and Finish Group meeting held on the 13th November 2025 be approved:-

Changes/actions relating to the CAP.

To consider the following statement to be forwarded to prospective contractors when obtaining quotes:

It is important to Ludlow Town Council that prospective contractors consider the following aspects of their work to be efficient and less harmful to the environment.

- Conserve natural resources through careful planning, and efficient use of resources, water and raw materials.
- Minimisation of waste through source reduction, reuse and recycling.
- Handling and disposal of waste through safe and environmentally sustainable methods.

We would like contactors to have an aspirational 'zero to landfill' policy to ensure as much waste as possible is diverted from landfill. With the ultimate goal of achieving Zero Waste to Landfill through prevention, reduction, reuse and recycling.

PF/152 b) Recommendations

RECOMMENDED RO/MT (7:0:1)

That the recommendation of the Climate Action Task and Finish Group meeting held on the 30th October 2025 be approved:-

- a) Purchase of a plastic planter in black to trial on Bromfield slip road at a cost of £399 + £72 delivery (from Amberol – self watering planter PRM-0P)
- b) Removal of 29 boxes from various locations in Ludlow (as detailed: 19 Old Street, 4 Corve Street, 2 Broad Street, 2 Bromfield slip road, two Mill Street). This is to remove boxes which are in poor condition, are not being

- maintained or that there are simply too many planters in a single location. Local residents will be notified of the changes.
- c) All plants that can be saved will be used in other LTC locations.
 - d) Planters that can be salvaged will be repaired for use elsewhere and also made more 'sustainable' with liners etc.
 - e) Purchase tags to number/identify remaining planters £31.64 (including delivery and tax)
 - f) Agree with the suggestion of a single business sponsorship category that will be within the £20-£30 per annum cost bracket – no income for LTC, simply to cover costs of a plaque etc.
 - g) Approve that cordaline plants are removed from planters and offered to local residents free of charge.
 - h) To approve the purchase of a box ball shrub
 - i) To approve the purchase of 6 lavender plants, 6 hebe plants, weed suppressing matting and bark for the Old Street flower beds – work to be undertaken over winter.

PF/156 INTERNAL AUDIT

a) Internal Auditor's Observations Recommendations

RECOMMENDED RO/MT (Unanimous)

That the Internal Auditor's observations and proposed actions be approved.

PF/157 b) Internal Auditor's Letter and Summary of Tests

RECOMMENDED RO/MT (Unanimous)

That the Internal Auditor's cover letter and summary of test, be noted.

FC/306 MEETING EXTENSION

RESOLVED DL/KC (unanimous)

That an extension of the meeting until 9.45pm be approved.

Councillor Taylor left the meeting at 9.27pm.

FC/307 COMMITTEE MINUTES

RESOLVED KC/PA (unanimous)

That the minutes of the Services Committee meeting held on 3rd September 2025 and 15th October 2025 be received.

FC/308 RESOLVED SH/GG (unanimous)

That the minutes of the Representational Committee meeting held on 7th October 2025 and 4th November 2025 be received.

FC/309 RESOLVED ISB/IMM (13:0:1)

That the minutes of the Staffing Committee held on 10th October 2025 be received.

FC/310 RESOLVED RO/KC (13:0:1)

That the minutes of the Policy & Finance Committee held on 13th October 2025 be received.

Councillor Taylor returned to the meeting at 9.29pm.

FC/311 EXCLUSION OF PRESS AND PUBLIC: PUBLIC BODIES (ADMISSION TO MEETINGS) ACT 1960

RESOLVED DL/KC (unanimous)

That that the public be excluded from the meeting for the following item(s) of business pursuant to section 1 of the Public Bodies (Admission to Meetings) Act 1960, on the grounds that publicity would be prejudicial to the public interest by reason of the confidential nature of the business to be transacted, and the meeting continue in closed session.

The meeting closed at 9.44pm.

Town Mayor

Date

Closed session minutes will be issued for this meeting.

CLOSED SESSION MINUTES

Closed Session minutes of a meeting of the **COUNCIL** held at The Guildhall, Mill Street, Ludlow, on **MONDAY 1ST DECEMBER 2025** at **7.00PM**

FC/312 **CHURCHYARD WALLS TASK & FINISH GROUP**

RESOLVED MT/ISB (unanimous)

That the revised Terms of Reference for the Churchyard Walls Task & Finish Group be approved.

FC/313 **RESOLVED** MT/DL (unanimous)

That the Task & Finish Group research an information page that compiles information already released on the website into a single page on the website, and publication is subject to approval by Full Council.

FC/314 **RESOLVED** MT/JH (unanimous)

That permission be granted for the Town Walls Trust (TWT) to speak with the author of the structural engineering report, on the clear understanding that they are acting on behalf of the TWT, and not the Town Council.

FC/315 **RESOLVED** MT/JH (unanimous)

That a confidential non-binding without prejudice meeting is arranged between the PCC and all members of the Task & Finish Group.

FC/316 **RESOLVED** MT/DL (unanimous)

The discussion from the meeting shall be reported back to the next full council meeting, and decision making will be undertaken by the whole council.

FC/317 **RESOLVED** MT/KC (unanimous)

That subject to the agreement of the PCC, SC are to be invited to attend future meetings.

The meeting closed at 9.44pm.

Town Mayor

Date

Item 10a & b.

INSURANCE

Notes for Councillors

1. Email confirmation of the costs, below:

Subject: RE: Young Driver Enquiry

ERS have advised that they would look to increase the vehicle premiums by the following to cover the under 25-year-old driver:

LD23 TLT – £95.20 inc insurance premium tax

MJ73VZY and MJ73 ZGH £117.60 each inc insurance premium tax

This means that it would cost an additional £330.40 per year at current rates to add the under 25-year-old driver – this would be pro-rated from the effective date until renewal.

Let me know if you have any queries and if you want to go ahead just let us know and we'll instruct ERS accordingly.

Thanks again,

Senior Client Adviser - Corporate

www.jameshallam.co.uk

2. Expenditure:

- The motor insurance code 101/4029 has expenditure of £3,156.00, which is 105% of the allocated budget.
- The contingency budget 501/ 4800 has expenditure of £13,053.00, which is 7.6% of the allocated budget.

Recommendation: To take the expenditure from the contingency budget.

Notes for Councillors

- 1. Please find confirmation in writing below that the initial £5,000.00 quoted in the attached quotation from Gallagher has been reduced to £4750 plus VAT.**

Subject: Building valuations

If you recall from the meeting we had with two or three of your counsellors, they were quite keen to have the buildings valued.

I sent over two quotes one for £10,000 plus VAT another for £5000 plus VAT which they kindly reduced down to £4750 plus VAT.

But I haven't heard from you with regards to either those quotes and neither have I seen a schedule of building valuations that have been carried out by somebody else so I would assume that these haven't as yet been done.

Could you please let me know if the quotes that I sent to you were of interest or whether I can park them to one side and forget about them colour either way those buildings still need to be valued so please let me know

Many thanks

Client Director – Community (Public Sector & Education)



Insurance | Risk Management | Consulting

Gallagher
Blenheim House, 1-2 Bridge Street, Guildford, GU1 4RY
www.ajg.com

- 2. Please note that there is £5,146.00 unspent in Insurance code 101/ 4028, which could be used for this insurance valuation expenditure.**

Reinstatement Cost Assessment Proposal

Ludlow Town Council.

Prepared by:

Harry Hale | AssocRICS

Commercial Rebuild Valuer - South

Gallagher Risk Management Solutions

6th Floor, Temple Circus House, Bristol BS1 6HG

Tel **07709 843 709**

Email: Harry_Hale@ajg.com



Gallagher

Insurance | Risk Management | Consulting

Arthur J. Gallagher Insurance Brokers Limited, registered company number SC108909 whose registered address is Spectrum Building, 55 Blythwood Street, Glasgow, G2 7AT trading as Gallagher Risk Management Solutions (“**Gallagher RMS**”) is pleased to submit this proposal to **Ludlow Town Council**. (the “**Client**”) for the Services outlined below.

The valuation is a reinstatement cost for the property identified within the schedule supplied to us by way of a spreadsheet which valuation will be used by you for the purpose of obtaining insurance cover. This will be limited to the property stated on the schedule. When on site if there is an identification of additional building assets that require valuation then the Proposal will have to be amended and agreed prior to the final report being released.

Property/ properties identified

| Site | Declared Value |
|--|----------------|
| Cemetery Chapel, Henley Road, Ludlow, Shropshire, SY8 1RA | £1,281,359 |
| Cemetery House, Henley Road, Ludlow, Shropshire, SY8 1RA | £417,976 |
| Boathouse and toilets, The Linney, Ludlow, Shropshire, SY8 1EG | £128,820 |
| Toilets, Castle Street, Ludlow, Shropshire, SY8 1AT, £402,067 | £402,067 |
| Workforce Depot, Henley Road, Ludlow, Shropshire, SY8 1RA | £226,525 |
| The Buttercross, Mill Street, Ludlow, SY8 1AZ | £3,058,022 |
| The Guildhall, Mill Street, Ludlow, SY8 1AZ | £3,631,406 |

Basis of assessment:

The reinstatement cost is the cost of rebuilding the property in equivalent construction to a condition equal to but not better or more extensive than its condition when new.

The reinstatement cost assessment will be undertaken in line with the RICS Reinstatement Cost Assessment of Building 3rd Edition. The valuation is not a market valuation.

In carrying out the valuation we will not make any investigations to identify any evidence of subsidence, heave or landslip at or in the vicinity of the property and will assume that no such problems exist. You must notify us if you are or become aware of any such matters affecting or ever having affected the property.

The valuer is an RICS member who adheres to all RICS standards.

Fee Proposed:

The report for the Reinstatement Assessment Report for the above identified property is a fee of **£5,000** (FIVE THOUSAND POUNDS STERLING) plus VAT as applicable

Invoices will be issued with the final report. All invoices must be settled within 14 days of the date of the invoice or as otherwise agreed by both parties.

Intended Users and restrictions on use of the valuation:

All documents and materials produced by us including the valuation must not be disclosed or reproduced in whole or in part to any third party for any purpose other than in connection with acquiring insurance cover for the property, without our prior written consent.

We do not owe or accept any duty of care to any third party including to the brokers and/or insurers used in connection with acquiring insurance cover for the property. We draw to your attention your obligation to make a fair presentation of the risks for which you seek insurance cover and we will have no responsibility for ensuring that you discharge this obligation or for advising you of your obligations in this respect.

Unless you instruct us otherwise, you agree that we may share all information gathered and produced (including the valuation) with our insurance colleagues within Gallagher and our Affiliates (as defined in the

Gallagher Risk Management Solutions Standard Terms and Conditions for the supply of Services) for the purpose of obtaining insurance cover for the property.

Assessment Date:

The valuation will be valid as at the date of the report and it will be assumed that no changes have been made between the date of the inspection of the property and the date of the report. We do not accept any responsibility for increases in the cost of materials and labour due to inflation or otherwise which may affect the valuation.

It is recommended that the valuation is reviewed annually and should not be used or relied upon for any subsequent renewals.

Extent of investigations

The property is being inspected for a reinstatement valuation only. The inspection is visual with no intrusive investigation being undertaken. Some assumption may be made regarding some element of construction which cannot be visually inspected therefore making it difficult to establish the materials.

Internal inspection:

The property will be inspected to gather all relevant information to allow the valuer to undertake the reinstatement cost assessment valuation. Any restriction to the inspection will be identified in the final report.

Contact details will be required to arrange inspection of the properties and to discuss PPE requirements for the inspection.

The property will be inspected in line with the RICS 'Code of Measuring Practice 6th Edition'. If there are any areas which cannot be inspected then assumptions will be made and the reinstatement cost assessment will be provided in accordance with those assumptions.

Information and Research:

The information relied on will be maps, plans, registers and lease information (if appropriate) supplied by you. You are responsible for providing honest and accurate information, documentation and other evidence to us during the course of the valuation period and you acknowledge that we may rely upon it. You will keep us informed of any developments and information which may come to your attention and which may have a bearing on the valuation. We cannot be held responsible for any delays in the providing the valuation arising from your delay or inability to provide information in a timely manner that we have requested.

Other sources of information will be Local Authority planning information, Rightmove, Zoopla, Historic England (if applicable), Valuation Office (rating list entry) information and any generic website searches to gather information about the property.

Building Cost Information Service which is the recognised RICS database along with other Industry Standard Quantity Surveying data.

Limitation of liability:

We refer you to clause 9 of the Standard Terms and Conditions for the Supply of Services which accompany this proposal and which sets out exclusions and limitations of our liability as they apply to the services being provided.

Any additional services that are required by the Client can be arranged and quoted for separately.

We endeavour to issue any written reports within 20 Business Days of the site visit unless agreed otherwise. Unless you instruct us otherwise, you agree that Gallagher RMS may share all information gathered and produced (including any written reports produced) with its insurance colleagues within Gallagher and its Affiliates who arrange your insurance.

Invoices will be issued with the final report. All invoices must be settled within 14 days of the date of the invoice or as otherwise agreed by both parties.

If you wish to discuss this Proposal, please contact Harry Hale or your usual Gallagher contact.

This Proposal will be valid for acceptance within a period of 90 days from its date or such longer period as Gallagher may specify in writing. The Client must confirm that it wishes to accept the Proposal by returning a signed copy of this Proposal to Harry Hale by email to Harry_Hale@ajg.com. If you instruct us by email you will be deemed to have accepted and agreed to this proposal and the T&C's.



.....
Signed for and on behalf of

Arthur J. Gallagher Insurance Brokers Limited
Trading as Gallagher RMS

Acceptance of Proposal and Terms and Conditions

As the Client I accept Gallagher RMS' Proposal and Standard Terms and Conditions for the Supply of Services and I confirm that I wish to proceed with the Services outlined in this Proposal.

Authorising Signature.....

Name (please write in block capitals).....

Contact Name..... Telephone No.....

Email Address.....

Order No (if applicable)

Payment Method (terms – within 14 days of receipt of invoice).....

Client Name: Ludlow Town Council.

Client Address: The Guildhall, Mill St, Ludlow SY8 1AZ.

Date of Issue: 14.08.2025.

Date of client's acceptance:

**GALLAGHER RISK MANAGEMENT SOLUTIONS
STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES**

1. DEFINITIONS AND INTERPRETATION

In these Conditions:

1.1 the following words have the following meanings unless inconsistent with the context:

"Affiliate" means any entity which, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party to this agreement, where "control" (inclusive of the terms "controlled by" and "under common control with") has the meaning attributed to it under section 450 of the Corporation Tax Act 2010

"Applicable Law" any laws, regulations, regulatory policies, obligations, guidelines or rules (including binding codes or principles contained in such rules), applicable to the existence or operation of the Contract or the provision of, and payment for, the Services, from time to time;

"Business Day" any day other than a Saturday or Sunday or a public or bank holiday in England and Wales;

"Client" or "individuals" or "you" or "your" the firm, company or individual named in the Proposal;

"Conditions" the standard terms and conditions of supply set out in this document;

"Contract" the contract between Gallagher RMS and the Client for Services formed in accordance with clause 2 comprising the Proposal and these Conditions but excluding (unless otherwise expressly agreed in writing by Gallagher RMS) all documents issued by or on behalf of the Client;

"Contract Period" means the term of the Contract as set out in the Proposal;

"Deliverables" all documents and materials (if any) agreed in the Proposal to be produced by Gallagher RMS relating to the Services in whatever medium including hard copies, tapes and disks or delivered online;

"Data Protection Laws" means all applicable data protection and privacy legislation, regulations and guidance applicable in respect of a party from time to time including, Regulation (EU) 2016 / 679 (the "General Data Protection Regulation" or the "GDPR"), the UK Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 the GDPR as it forms part of the domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018; and any applicable guidance or codes of practice issued by Working Party 29, the UK Information Commissioner, the European Data Protection Board or any applicable Data Protection Regulator from time to time (all as amended, updated or re-enacted from time to time);

"Fees" the fees for the Services pursuant to clause 6 as further set out in the Proposal;

"Gallagher RMS" or "us" or "we" or "our" Arthur J. Gallagher Insurance Brokers Limited (Company Number SC108909) whose registered office is Spectrum Building 55 Blythswood Street, Glasgow, G2 7AT and/or any assignee trading as Gallagher Risk Management Solutions;

"Input Material" all documents, information and materials provided by the Client to Gallagher RMS for the purposes of the Services;

"Intellectual Property Rights" all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade, dress or get- up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

"Online Materials" any materials including fact sheets, bulletins, newsletters and other documents made available to the Client by way of Online Services;

"Online Services" means any Services to be provided by way of access to a portal/website as set out in the Proposal;

"Pre-existing Materials" all documents, information and materials provided by Gallagher RMS relating to the Services which existed prior to the commencement of the Contract and/or which are generic in nature and do not relate exclusively to the Client and/or the Client's business;

"Proposal" the proposal issued by Gallagher RMS to the Client and agreed between the parties;

"Services" the services including the Deliverables to be provided by Gallagher RMS to the Client under the Contract as set out in the Proposal, together with any other services which Gallagher RMS agrees in writing to provide to the Client and reference to the Services includes any of them or any part of them.

1.2 references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced;

1.3 the words "including" and/or "includes" will be construed as if the words without "limitation appear" immediately after them;

1.4 words denoting the singular will include the plural and vice versa and words denoting any gender will include all genders; and

- 1.5 headings are for reference purposes and will not be used to construe or interpret the meaning of the clauses to which they relate.
- 2. FORMATION**
- 2.1 Subject to any variation under clause 14.5, the provision of the Services will be governed by these Conditions, together with the Proposal to the exclusion of all other terms and conditions, including any terms or conditions which the Client purports to apply.
- 2.2 In the event of any conflict or inconsistency between the Proposal and Conditions, the Proposal will prevail.
- 2.3 The Proposal will be valid for acceptance within a period of 90 days from its date or such longer period as Gallagher RMS may specify in writing. The Client must confirm that it wishes to accept the Proposal by returning a signed copy by email to Gallagher RMS. The Services shall commence on such date set out in the Proposal or such date otherwise agreed in writing between the parties.
- 3. SERVICES**
- 3.1 Subject to compliance by the Client with its obligations under clauses 4, 5 and 6, Gallagher RMS shall:
- 3.1.1 provide the Services (including the Deliverables) in accordance in all material respects with the Proposal and the terms of the Contract; and
- 3.1.2 use reasonable endeavours to provide the Services (including the Deliverables) within the timescale or by the date specified in the Proposal or as otherwise agreed between Gallagher RMS and the Client and, in the absence of any specified timescale or date or agreement, within a reasonable period.
- 3.2 Subject to clause 3.3 and 6.5, no change may be made to the Services without the agreement in writing of both parties.
- 3.3 Gallagher RMS may, from time to time and without notice, make any change to the Services which is necessary to comply with any Applicable Laws, or any change which does not materially affect the Services to the Client's detriment.
- 3.4 The Services shall not be deemed to include, whether directly or indirectly, the provision of any legal advice by Gallagher RMS to the Client. The Client should make its own arrangements to take independent legal advice as may be necessary in the circumstances.
- 3.5 Any advice or Deliverables provided by Gallagher RMS in association with its Services do not imply that every possible risk or hazard has been identified, or that no risk or hazard exists. Gallagher RMS specifically disclaims any warranty or representation that compliance with any advice contained in any Deliverables will make any premises or operations safe or healthful, or in compliance with any Applicable Law, rule or regulation. Nothing contained in the Deliverables shall be construed as indicating the existence or availability of coverage under any insurance policy for any property or type of loss or damage.
- 4. ACCESS TO ONLINE SERVICES**
- 4.1 Access to any Online Services ordered by the Client as set out in the Proposal, shall also be governed by any separate terms and conditions which the Client may be required to accept when accessing an Online Service ("**Online T&Cs**"). In the event of any conflict between (a) the terms of these Conditions; and (b) the Online T&Cs, the latter shall prevail in respect of the Online Services.
- 5. CLIENT'S OBLIGATIONS**
- The Client shall:
- 5.1 provide in a timely manner all Input Material required by Gallagher RMS to provide the Services and ensure that it is accurate in all material respects;
- 5.2 provide for Gallagher RMS, its employees, agents partners and sub-contractors in a timely manner and at no charge, adequate, safe and unrestricted access to the Client's premises, data, equipment, systems and other facilities as required by Gallagher RMS for the purposes of providing the Services; co-operate with the Gallagher RMS in all matters related to the Services;
- 5.3 inform Gallagher RMS of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Client's premises;
- 5.4 If Gallagher RMS's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission of the Client or failure or delay by the Client to perform any relevant obligation or provide relevant information or facilities (including any Input Material) ("**Client Default**"):
- 5.4.1 Gallagher RMS shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays Gallagher RMS's performance of such obligations and, if the Services have not been completed within one year from the date on which the Contract was concluded due to Client Default, Gallagher RMS shall be entitled to terminate the Contract, and the full Fees shall be payable by the Client as though the Services had been performed in full;
- 5.4.2 Gallagher RMS shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from Gallagher RMS's failure or delay if a failure or delay arises as set out in clause 5.4; and
- 5.4.3 The Client shall reimburse Gallagher RMS on written demand for any costs or losses or additional expenses sustained or incurred by Gallagher RMS arising directly or indirectly from Client Default.
- 6. FEES AND PAYMENT**
- 6.1 The Proposal shall set out the Fees payable by the Client for the Services.
- 6.2 Fees shall be invoiced at such times and in accordance with the Proposal and the Client will pay each invoice issued by

Gallagher RMS in full and cleared funds within 14 days of the date of receipt of such invoice.

- 6.3 All Fees are exclusive of VAT which shall be payable by the Client in addition to the Fees, at the rate from time to time Applicable Laws, subject to the production of a VAT invoice by Gallagher RMS.
- 6.4 Gallagher RMS may vary the Fees by giving notice to the Client if Gallagher RMS considers the same to be reasonably justified by virtue of any circumstances which were unforeseen by it as at the date of the Proposal or of any material increase in the costs of providing the Services (including as a result of any change to the Services pursuant to clause 3.2 or where Gallagher RMS is prevented from or delayed in providing the Services by reason of any act or omission of the Client, its employees, agents or sub-contractors).
- 6.5 All Fees payable to Gallagher RMS under the Contract will be made in full without any set-off, restriction or condition and without any deduction or withholding for or on account of any counterclaim or any present or future taxes, levies, duties, charges, fees, deductions or withholdings of any nature, unless the Client is required by Applicable Law to make any such deduction or withholding or such deduction or withholding is admitted or agreed in writing by Gallagher RMS. In particular, but without limitation, the Client shall not withhold any sum by reason of any alleged non-conformance of the Services with clause 9.1.
- 6.6 If the Client fails to pay to Gallagher RMS any sum when due then, without prejudice to the other rights, powers and remedies of Gallagher RMS:
- 6.6.1 that sum will bear interest from the due date for payment in accordance with the Late Payment of Commercial Debts (Interest) Act 1998; and
- 6.6.2 Gallagher RMS may suspend the provision of the Services until the outstanding amount has been received in full.
- 6.7 Gallagher RMS reserves the right to charge a cancellation fee in the event of cancellation of scheduled training event (where such date has been agreed in writing between the parties). Cancellation of training events must be notified in writing to Gallagher RMS by the Client. Cancellation fees shall apply in the following circumstances and shall be paid within 30 days of receipt of an invoice from Gallagher RMS;
- 6.7.1 Cancellations/transfers made more than 15 Business Days before date of training event. 10% of Fees will be payable.
- 6.7.2 Cancellations/transfers made 5-15 Business Days before date of training event: 50% of the Fees will be payable.
- 6.7.3 Cancellations/transfers made less than 5 Business Days before date of training event: 100% of the Fees will be payable.

7. COMPLAINTS

- 7.1 We value our relationship with you and we welcome feedback on the service you receive from us. Please tell us if you are dissatisfied with part of our service so that we can improve our products or services. Our aim is that you should benefit from a high quality service using our experience and breadth of expertise. We always try to provide a high standard of service but if you ever have cause to complain, please do so by contacting your usual Gallagher RMS representative by whatever means is convenient to you.
- 7.2 If you wish to deal with someone wholly independent of the branch or division that has been servicing your business, please contact: Complaints Management Team Spectrum Building 55 Blythswood Street Glasgow G2 7AT Email: commercialcomplaintsuk@ajg.com. We will acknowledge written complaints promptly. Our complaints procedure is available on request.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 Gallagher RMS (or its licensors) will retain all ownership, title, copyright and other Intellectual Property Rights in all materials developed, designed or created by us before (including Pre-existing Materials) or during the provision of Services to the Client including systems, methodologies, software, know-how and working papers. Gallagher RMS will also retain all ownership, title, copyright and other Intellectual Property Rights in all reports, written advice or other materials provided by it to the Client (the "Materials"). Subject to the payment by the Client in full of all Fees payable under the Contract, Gallagher RMS grants the Client a non-exclusive, non-transferrable, non-sub-licensable royalty-free licence to use the Materials, solely to the extent necessary to enable the Client to receive the benefit of the Services.
- 8.2 The Client shall not copy and reproduce any Materials or other works created pursuant to the Contract without the prior written consent of Gallagher RMS.

9. WARRANTY AND LIMITATION OF LIABILITY

- 9.1 Gallagher RMS will provide the Services with reasonable care and skill in accordance with generally accepted industry standards.
- 9.2 Except as set out in this clause 9, Gallagher RMS hereby excludes to the fullest extent permissible under the law, all warranties, conditions and other terms implied by statute or common law which, but for such exclusion, would or might subsist in favour of the Client.
- 9.3 Nothing in the Contract excludes or limits the liability of Gallagher RMS for:
- 9.3.1 death or personal injury caused by Gallagher RMS's negligence or the negligence of its employees, agents and subcontractors;
- 9.3.2 fraud or fraudulent misrepresentation; or
- 9.3.3 any matter for which it would be prohibited by Applicable Law for Gallagher RMS to exclude or to attempt to exclude its liability.
- 9.4 Subject to clause 9.3:
- 9.4.1 Gallagher RMS will not be liable to the Client in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise:
- 9.4.1.1 where any alleged non-conformance of the Services with these Conditions or the Proposal is as a result

- of Gallagher RMS having complied with the Client's instructions or is otherwise as a result of any failure of the Client to comply with its obligations under the Contract; and/or
- 9.4.1.2 to the extent that any non-conformance with clause 9.1 is attributable to any Input Material or instructions supplied by the Client (including where such Input Material or instructions are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form whether arising from their late arrival or non-arrival or otherwise) or any other act or omission of the Client); and/or
- 9.4.1.3 where the Client has failed to notify Gallagher RMS of any non-conformance or suspected non-conformance with clause 9.1 within 10 (ten) Business Days of the date on which the Services were completed ("**Relevant Date**") where the non-conformance should be reasonably apparent on inspection, or within 10 (ten) Business Days of the same coming to the knowledge of the Client where the non-conformance is not one which should be reasonably apparent on inspection;
- 9.4.2 Gallagher RMS will not be liable to the Client in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise for any loss of profits or any indirect or consequential loss (including pure economic loss, loss of business, depletion of goodwill and like loss) howsoever caused arising out of or in connection with the Contract;
- 9.4.3 the total liability of Gallagher RMS in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise, arising under or in connection with the Contract shall be limited to the sum of £10 (ten) million in aggregate of any and all claims. This clause 9.4.3 is without prejudice to clause 9.4.1 and 9.4.2;
- 9.4.4 each of Gallagher RMS's employees, agents and sub-contractors may rely upon and enforce the exclusions and restrictions of liability in clause 9.4 in that person's own name and for that person's own benefit, as if the words "its employees, agents and sub-contractors" followed the word Gallagher RMS wherever it appears in those clauses.
- 9.5 The Client acknowledges that the above provisions of this clause 9 are reasonable and are reflected in the cost of the Services which would be higher without those provisions, and the Client will accept such risk and/or insure accordingly.
- 10. TERMINATION**
- 10.1 Unless terminated earlier in accordance with the Conditions, the Contract will commence on the Effective Date as defined in the Proposal and terminate automatically on completion of the Services or the end of the Contract Period (if any) set out in the Proposal.
- 10.2 Unless a minimum Contract Period is set out in the Proposal, either party may terminate the Contract by giving no less than 30 days' notice in writing to the other party.
- 10.3 Either party will be entitled to terminate the Contract by notice in writing to the other party ("**Defaulting Party**") if the Defaulting Party:
- 10.3.1 is in material breach of the Contract and, if the breach is capable of remedy, the Defaulting Party fails to remedy such breach within 30 days of service of written notice specifying the breach; or
- 10.3.2 becomes insolvent or enters into any arrangement with its creditors then all monies owed under the contract then become due; or
- 10.3.3 ceases to trade or appears in the reasonable opinion of the party giving notice likely or is threatening to cease to trade within 28 (twenty-eight) days; or
- 10.3.4 suffers any event which is analogous to one specified in clause 10.3.2 or 10.3.3 in another jurisdiction to which the Defaulting Party is subject.
- 10.4 Gallagher RMS will be entitled to terminate the Contract where the Client is in material breach of any other contract between Gallagher RMS and the Client and/or Gallagher RMS has terminated or has grounds to terminate that contract.
- 10.5 On termination of the Contract pursuant to clauses 10.2, 10.3 or 10.4, Gallagher RMS will not be obliged to continue or complete the Services unless it otherwise agrees in writing. The licence of Gallagher RMS's Intellectual Property Rights under 8.1 shall terminate upon termination of the Contract for any reason and any access to Online Services will terminate in accordance with the terms of the Online T&Cs.
- 10.6 The Client shall not, without the prior written consent of Gallagher RMS, at any time during term of the Contract or a period of 12 months following the date of termination or expiry of the Contract, solicit or entice away from Gallagher RMS or employ or attempt to employ any person who is, or has been, engaged as an employee or sub-contractor of Gallagher RMS in the provision of the Services. Any consent given by Gallagher RMS in accordance with this clause 10.6 shall be subject to the Client paying to Gallagher RMS a sum equal to 20% of the then current annual remuneration of Gallagher RMS's employee or sub-contractor (as the case may be).
- 10.7 The termination of any contract howsoever arising is without prejudice to the rights, duties and liabilities of either party accrued prior to termination and the Conditions which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.
- 10.8 As a consequence of termination, without prejudice to any other provision in the Contract, Gallagher RMS shall be entitled to issue an invoice in respect of all Services which have been carried out but not invoiced to the Client as of the date of termination and all such invoices shall become payable immediately upon termination of the Contract.
- 11. DATA PROTECTION AND CONFIDENTIALITY**
- For the purposes of this clause the terms "Data Controller", "Personal Data", "process", "processes" or "processing", or "Data Subject" or "Personal Data Breach" shall be as defined in the Data Protection Laws and "Shared Data" means any Personal Data which a party ("the Data Discloser") provides to the other party (the "Data Recipient") pursuant to the Contract.
- 11.1 The parties acknowledge that, in respect of the Shared Data, each is a separate Data Controller; one party will be the Data Recipient and the other the Data Discloser.
- 11.2 In relation to Shared Data provided by the Data Discloser to the Data Recipient, the Data Discloser shall ensure that;
- 11.2.1 the Shared Data has been obtained by it and transferred to the Data Recipient in accordance with the Data Protection Laws;

- 11.2.2 the Shared Data is accurate and up-to-date;
- 11.2.3 it has provided the Data Subjects of the Shared Data with a fair processing notice in accordance with the Data Protection Laws, which is sufficient in scope and purpose to allow it to transfer the Shared Data to the Data Recipient and its sub-contractors to Process it for the purposes of providing or receiving the Services, and where Gallagher RMS is the Data Recipient such fair processing notice issued by the Data Discloser shall enable Gallagher RMS to use such Shared Data as set forth in its Privacy Notice, available at <https://www.ajg.com/uk/privacy-policy/>; and
- 11.2.4 where required by, and in accordance with, the Data Protection Laws, it has obtained the consent of the Data Subjects to its transfer of the Shared Data to the Data Recipient and to enable the Data Recipient and its sub-contractors to Process the Shared Data for the purposes of providing or receiving the Services;
- 11.3 In relation to the Shared Data received by it, the Data Recipient shall:
- 11.3.1 comply with the Data Protection Laws; and
- 11.3.2 implement, maintain and test, appropriate technical and organisational measures to protect the Shared Data from a Personal Data Breach.
- 11.4 Each party shall reasonably co-operate with the other party concerning the other party's compliance with the Data Protection Laws in relation to the Shared Data and any request or investigation by a regulator regarding the Shared Data.
- 11.5 Each party agrees and undertakes that (except to the extent required by Applicable Law) it shall keep confidential and shall use only for the purposes of the Contract all information of a confidential nature (including the other party's prices, operations, processes, know-how, trade secrets and information of commercial value which may become known to that party from the other party, its employees, agents, partners or sub-contractors), unless the information is public knowledge or already known to that party at the time of disclosure or subsequently becomes public knowledge other than by breach of the Contract or subsequently comes lawfully into the possession of that party from a third party. Except to the extent required by law, each party shall restrict disclosure of such confidential material to such of its or its Affiliates' employees, agents, sub-contractors or professional advisors as need to know the same in order to provide the services or fulfil a Party's respective obligations in relation to the agreement or to improve or develop products and services through risk modelling and data analysis and shall ensure that such employees, agents and sub-contractors are subject to obligations of confidentiality corresponding to those, which bind that party.
- 12. ANTI-BRIBERY, CORRUPTION AND FINANCIAL CRIME**
- 12.1 The Client agrees that it will ensure that at all times it complies with all Applicable Laws, statutes and regulations that apply to the Client relating to anti-bribery and corruption, including the UK Bribery Act 2010 and (if it applies to the Client or any of the Client's group companies) the US Foreign and Corrupt Practices Act 1977. Accordingly, if the Client accepts gifts or hospitality offered to the Client by Gallagher RMS, Gallagher RMS will deem the acceptance to be in accordance with any gifts & hospitality policy the Client may have.
- 12.2 Gallagher RMS is required to obtain adequate "Know Your Client" information about its clients. In order to prevent bribery, corruption, fraud or other financial crime, Gallagher RMS may take further steps, including notification to the relevant authorities, carrying out status and credit checks using credit reference agencies, and other screening background checking as appropriate.
- 12.3 The Client acknowledges and agrees that Gallagher RMS reserves the right to take steps to comply with Applicable Law relating to financial crime or sanctions (and Gallagher RMS will not be liable to the Client for this).
- 12.4 The Client should advise Gallagher RMS of all of the countries connected to the Services the Client requires. Gallagher RMS reserves the right not to perform obligations under the Contract to the extent that this would be contrary to Gallagher RMS's commercial risk appetite or where performance would be impracticable including, bank policies restricting the processing of payments and/or fees related to such countries or related parties.
- 12.5 Gallagher RMS is generally restricted from providing services that relate to Cuba and Iran, due to significant difficulties in processing payments and other commercial and reputational considerations.
- 13. FORCE MAJEURE**
- 13.1 A party shall not be liable for any failure to perform or delay in performance of its obligations under the Contract insofar as the failure is due to an event beyond its reasonable control of either party (including unpredictable adverse weather conditions, national industrial strikes (excluding strikes or labour disputes originated by or involving only the relevant party's (or its agents or subcontractors') workforce or any part of it, war, acts of God, acts of terrorism, floods, earthquakes, or civil disturbance, in each case excludes a failure of the Client's personnel, subcontractors or suppliers (a "Force Majeure Event"), (provided that the relevant party has used all reasonable endeavours to mitigate the effect of any Force Majeure Event).
- 14. GENERAL**
- 14.1 The Contract is personal to the Client who may not assign, delegate, sub-contract or sub-license all or any of its rights or obligations under the Contract without the prior written consent of Gallagher RMS. Gallagher RMS may assign, delegate or sub-contract all or any of its rights or obligations under the Contract to any person, firm or company.
- 14.2 No failure or delay by a party in exercising any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or of some other right, power or remedy.
- 14.3 If any provision of these clauses are found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable or unenforceable then that provision or part will, to the extent required, be severed from these Conditions and this will not affect any other provisions of these Conditions which will continue in full force and effect.
- 14.4 Any waiver by a party of any breach of, or any default under, any provision of the Contract by the other party will not be deemed a waiver of any subsequent breach or default and will in no way affect the other provisions of the Contract.
- 14.5 Except as provided in clauses 3.3 or 6.5, no variation of the Contract shall be valid unless it is in writing and signed by or on behalf of each of the parties.
- 14.6 The Contract together with the Proposal contains all the terms which the parties have agreed in relation to the Services and supersedes any prior written or verbal agreements, representations or understandings between the parties relating to the Services. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on

behalf of Gallagher RMS which is not set out in the Contract. Nothing in this clause 14.6 will exclude any liability which one party would otherwise have in respect of any statement or representation it has made fraudulently to the other party.

- 14.7 Except as provided in clause 9.4.4, the Contract is made for the benefit of the parties to it and (where applicable) their respective successors and permitted assignees and is not intended to benefit, or be enforceable, by anyone else.
- 14.8 The parties can vary or rescind the terms of this Contract without the prior consent or agreement of any person.
- 14.9 The formation, existence, construction, performance, validity and all aspects of each Contract (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.
- 14.10 Any notice in connection with the Contract will be in writing addressed to the other party at its registered office or principal place of business or email address (as the case may be) stated in the Contract (or such other address or email address notified to the other party pursuant to this clause 14.10) and will be delivered by hand, pre-paid first class post (or, if outside the United Kingdom, by prepaid airmail) or email. Each notice will be deemed to have been duly served if delivered by hand, when left at the proper address for service, if delivered by pre- paid first class post, 48 hours after being posted (and, if delivered by airmail, 10 Business Days after being posted), if delivered email on a Business Day prior to 4.00pm, at the time of transmission and otherwise on the next Business Day (times to be local to Gallagher RMS).
- 14.11 Nothing in the Contract is intended, or shall operate, to create a partnership between Gallagher RMS and the Client or to authorise either party to act as agent for the other party.
- 14.12 The Client acknowledges that circumstances may arise where Gallagher RMS has a conflict of interest between Gallagher RMS (including our managers, employees or agents) or another of our group companies and the Client, or between the Client and another of our clients. Gallagher RMS always aim to treat the Client fairly and avoid conflicts of interest. Gallagher RMS never deliberately puts itself in a position where its interests, or its duty to another party, prevent it from discharging its duty to the Client.

The Contract is drawn up in the English language. If the Contract is translated into another language, the English language text shall in any event prevail. Unless otherwise agreed by Gallagher RMS, all communications between the parties will be in the English language.

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



Gallagher

Insurance | Risk Management | Consulting