

COMMITTEE NAME

Report Title	
MOTION/PROPOSAL	CHIGWELL PARISH COUNCIL INSURANCE RENEWAL FOR 2025/26
Key Decision	No Item No. 13
Author/Contributors	
Ward	

Premiums are inclusive of Insurance Premium Tax and/or VAT as appropriate  
The renewal deadline is 01 April 2025.

Option 1				Option 2			
Item Description	Premises Address (if applicable)	Sum Insured	Excess	Item Description	Premises Address (if applicable)	Sum Insured	Excess
Contents (a)	[REDACTED]	£37,845.52	£100	Contents (a)	Church Office, Horsham Road, Chigwell, Essex, SG7 6JZ	£51,000.00	£200
Contents (b)	[REDACTED]	£3,923.34	£100	Contents (b)	Church Office, Horsham Road, Chigwell, Essex, SG7 6JZ	£10,000.00	£100

Please find our renewal terms for 01/04/2025 attached and below for your consideration.

- 1 Year: £7,695.38 (including IPT)
- 3 Year (LTA): £6,933.09 (including IPT)

- 1 Year: £7,762.84 (including IPT)
- 3 Year (LTA): £7,002.90 (including IPT)

Motor insurance 2025/26 – the renewal deadline is 14 April 2025. Total: £2,441.16

COMMITTEE NAME

**Financial implications:**

**The budget 2025/26 insurance cost is £9,500**

<b>Option 1</b>		<b>Option 2</b>	
<i>1-year total insurance cost over budget by 6.59% (£626.54)</i>	<i>3 years total insurance cost underspent Budget 2025/26</i>	<i>1-year total insurance cost over budget by 7.41% (£704.10)</i>	<i>3 years insurance cost underspent Budget 2025/26</i>
£7,685.38	£6,933.09	£7,762.94	£7,002.90
£2,441.16	£2,441.16	£2,441.16	£2,441.16
<b>Total: £10,126.54</b>	<b>Total: £9,374.254</b>	<b>Total: £10,204.10</b>	<b>Total: £9,444.06</b>

# Fire Training & Fire Risk Assessment Form

Chubb Fire & Security Limited  
Tel: 0344 879 1666  
www.chubb.co.uk

## SCHEDULE

Customer Name:	Chigwell Parish Council	Order Date:	26-Mar-25
Invoice Address:	Chigwell Parish Council Hainault Road Essex	Customer Order No.:	
Postcode:	IG7 6QZ	Deliver for the attention of:	Olga Linkeviciene
Tel:	02085014275	Delivery Address:	Various sites Please see attached schedule
		Postcode:	IG7 6QZ
		Tel:	02085014275

The contract is made between Chubb Fire & Security Limited Littleton Road, Ashford, Middlesex TW15 1TZ and the person shown above as the Customer and is subject to the terms and conditions on the reverse of this form

## Fire Training (Ref Number: )

Quantity	Part Number	Description	Unit price £	Total £
		N/A		£ 0.00

Date course to be held: 1. Course start time: 2. Course finish time: 3. No. of delegates:

The site has: 1. The required outdoor space\* ☐ 2. A suitable training room ☐ 3. Screen or blank wall to project on ☐

Site contact on the day and contact number:

Venue address if different from above or hotel course location:

Fire Training schedule: 1 Year ☐ 2 Year (annually): ☐ 3 Year (annually): ☐ 3 Year (years 1 & 3): ☒

Email Address for booking confirmation/ your Fire Training Certificate:

**\*IMPORTANT PLEASE READ Site Details** An outdoor area of 25m<sup>2</sup> of hard standing ground at least 5m away from buildings is required (roughly 5 car parking spaces) for the outdoor fire demonstration, it should be an area not accessed by the general public and not to cause a nuisance to road traffic, plants, trees and water courses.

## Fire Risk Assessment

Quantity	Part Number	Description	Unit price £	Total £
1		Various FRA's please see attached schedule	£ 1,597.10	£ 1,597.10
				£ 0.00
				£ 0.00

Date to be carried out: AM: ☒ PM: ☐ Risk: Low/Medium ☒ High ☐

No. of buildings: 3 Size of site to be assessed: Sq ft Sq m

Total square footage: < 10,000 Sq ft ☒ 10 - 20,000 Sq ft ☐ 20 - 40,000 Sq ft ☐ 40 - 80,000 Sq ft ☐ > 80,000 Sq ft ☐  
< 950 Sq m ☐ 950 - 1,850 Sq m ☐ 1,850 - 3,700 Sq m ☐ 3,700 - 7,400 Sq m ☐ > 7,400 Sq m ☐

No. of floors: No. of employees on site: Use of building (delete as appropriate): Factory / Garage / Hotel / Office / Other Other

Assessors Name: TBC

Fire Risk Assessment schedule: 1 Year ☐ 2 Year (annually): ☐ 3 Year (annually): ☒ 3 Year (years 1 & 3): ☐

Email Address for booking confirmation/ your Fire Training Certificate: olga.linkeviciene@chigwellparishcouncil.gov.uk

Purchase Order No. required: Yes: ☐ No: ☒ Required either Purchase Order No. or Customer Signature:

Additional information:

By signing this contract you agree to a Chubb Sales Representative to contact you in relation to the Fire Risk Assessment findings.

<b>Customer Order</b>	Date:	<b>Acceptance by Chubb Fire &amp; Security Limited of Customer Order</b>
Customer Signature:		
Print name:		
Position held:	Rep's ID No:	Sharer ID:

Prices shown are exclusive of VAT, which will be charged in addition.

NOTE: Your order is accepted subject ONLY to our Conditions printed on the reverse unless we have agreed in writing to vary them.

White Copy - Office Pink Copy - Customer

CHBGCF1505 MAY 2023



## CONDITIONS OF SALE

### 1 Definitions

**Contract** – the quotation (if any), these conditions and the purchase order accepted by us in writing;  
**Fire safety services** – our range of fire safety services, such as fire risk assessments and/or training.  
**Products** – the goods supplied by us described in the quotation and/or the schedule;  
**Purchase order** – the order placed by you with us for the products and/or the services;  
**Quotation** – our written statement of prices for the products and, if applicable, the services described in it;  
**Services** – the fire safety services  
**We, Us or Our** – Chubb Fire & Security Limited, Littleton Road, Ashford, Middlesex TW15 1TZ.  
 Registered in England & Wales No.524469  
**You – You**, the customer with whom this contract is made and includes any person that we reasonably believe is acting with your authority.

### 2 Order of precedence

We will supply fire safety services on these conditions. Any terms and conditions you specify (whether or not they are contained in your purchase order) will not apply to this contract unless we have agreed in writing to accept them.

### 3 Price, payment and interest

- (a) Using the method agreed you must pay our charges with the addition of Value Added Tax at the current rate for the fire safety services we do under this contract without counter claim, deduction, set off or deduction. An invoice must be paid within 30 days of its date, or in accordance with the direct debit payment timing and terms agreed.
- (b) Price Changes: We may change the charges shown on the schedule for services on or after the first anniversary of the contract date. Any increase to the charges will take into account the changes over the preceding 12 month period in applicable indices such as the BEAMA Labour and Material Cost Indices, the Consumer Price Index and the Retail Price Index. The revised charges will be shown on our subsequent invoice. This invoice will be our notice to you of our new charges.

#### (c) We reserve the right to:-

- stop deliveries until all arrears have been settled if delivery is by instalments;
- without prejudice to any other remedy that we may have under this contract we may claim interest, costs and compensation on all overdue debt in accordance with the Late Payment of Commercial Debt (Interest) Act 1998 (as amended by subsequent regulations) ("the LPCD") where applicable; or, where we are not entitled to make a claim under the LPCD we reserve the right to claim simple interest at a rate of 8%;
- charge our current call-out fee if we need to return to your premises under condition 8a or you ask us to call at your premises under condition 8b.

### 4 Delivery and risk

Unless otherwise specified, delivery takes place and risk passes to you when the products are delivered to your premises, or other specified delivery point in the UK. We reserve the right to charge for delivery. All dates specified for delivery are estimates only and although we will make every effort to meet such dates, we do not accept responsibility for any delay. In such cases we will supply the products and, if applicable, carry out the services as soon as reasonably possible. Please note that we require access to your premises in order to carry out the services.

### 5 Title

The products remain our property, until payment has been received in full. If you do not pay any sum which is due and payable to us, we shall have the right to recover all or any of the products by requiring you to make them available for our collection. If you fail to do so then you shall permit us to enter upon your premises where they are reasonably thought to be stored and repossess them. We own the copyright (and if it applies database rights) in the schedules, reports and other documents we supply with some of the fire safety services and provided you do not remove or alter any copyright notice on them we will grant you a royalty-free licence to copy and use them with a right for you to grant sub-licences to third parties but we will not be liable for the use made of them.

### 6 Warranty

THIS WARRANTY IS IN ADDITION TO AND DOES NOT AFFECT YOUR STATUTORY RIGHTS IF YOU DEAL AS A CUSTOMER

- (a) All our products are guaranteed for a period of twelve (12) months from the date of delivery against defects in design, materials or workmanship. If there are any such defects then we shall, at our option and expense, repair or replace the defective products free of charge provided that the products have not become defective for any other reason, such as accidental damage or a failure to use or install them in accordance with our instructions.
- (b) For fire extinguishers (NOT disposable range) only. If you take out a contract with us on or before the date of delivery, for servicing your extinguishers in accordance with the current British Standard or the EU equivalent (if it applies) we will extend our guarantee, subject to the terms set out in condition 6a above, to a period of five (5) years from the date of delivery. Please note that service items such as safety pins, O rings, seals, refills et cetera are excluded from this guarantee.

### 7 Limits of liability

We do not know the value of the contents at your site but you do (or should) know their value. Since the loss or damage you might suffer will probably be more than the amounts we can reasonably charge you, and because we are giving you the chance to discuss and agree different amounts from those set out in the following paragraphs of this condition 7, we will limit our liability to those amounts (unless we agree in writing to change those limits). Because of this we recommend the following:-

- you should insure against all loss which you could suffer as a result of your fire alarm systems or the products not working.
- you should use, maintain and store the products according to the instructions on them or supplied with them. We will not be responsible for any consequences of you failing to follow these instructions. You can ask us not to enforce the following paragraphs of this condition 7, but we will only do this if we can make a suitable change to the prices for the products.

#### (a) We accept liability for:

- personal injury or death which is caused by our negligence or breaking our legal duties while working at your premises in the course of our work; and
- supplying any spare parts or replacement equipment which we do not own; and
- loss or damage to property if the loss or damage is caused by our negligence while working at the site and the amount we will pay for such claims is limited to £50,000 in total for any one claim or series of claims arising from one event.

(b) We will not provide any guarantees or warranties relating to the quality of materials, parts or workmanship, or whether the materials or parts are fit for their particular purpose, unless you are dealing with us as a private individual (not a business) or we have agreed to meet any quality standards in this contract. If you are a private individual then you have legal rights and we agree to keep to them.

(c) We will not be liable for loss of profit or for any indirect loss or damage such as, loss of data, contracts or business interruption, you may suffer unless you can claim for this type of loss or damage under 7a1 or 7a2 above.

(d) If you have any claim against us under this contract you must give us written notice as soon as is reasonably possible. However, if your claim is based only on the quality of the services we have provided, you must give us written details of your complaint within one month of the date we carried out the work.

(e) If we are liable for any claim you make under this contract, we will not pay more than £10,000 for each claim.

(f) This condition 7 will continue to apply if you make any claim against us after the end of this contract.

### 8 Excusable events

We will make every effort to keep to our obligations under the contract. However, if we cannot keep to our obligations under the contract because of circumstances beyond our reasonable control, we will give you written notice of those circumstances. If we are still unable to keep to our obligations after three months from the date of our first notice to you, you or we can end the contract by giving written notice to the other. If this happens, you will only have to pay for products supplied and work we have carried out under the contract

### 9 Ending this contract

- (a) We can withdraw our services or end this contract immediately, or withdraw our services by giving you at least 7 days' written notice:
- if you do not meet any of your obligations in this contract; or
  - if you have given us incorrect information; or

3 if you become insolvent, bankrupt, (in Scotland become 'notour bankrupt'), have a winding-up order made against you, make any arrangement to pay off your creditors or have a legal order carried out against your property; or

4 if we are not satisfied with the result of a credit check on you.

(b) You can end the contract on 7 days' written notice if we are in material breach of our obligations, you have given us written notice of the breach and we have failed to remedy it within a period of 30 days after your notice.

(c) If you select the provision of the fire risk assessment service for two years or three years and you end this contract before the expiry of the contract's duration you must pay us any outstanding charges that are due to us in accordance with the contract.

(d) If you end or wish to terminate the contract before the end of the Minimum Term, or for any reason set out in this contract, or if we end the contract for a reason set out in this contract, you must pay us the charges that would have applied if the contract had continued to the first date on which it could properly have been terminated discounted by 50%..

### 10 Postponing an appointment for fire safety services

If you postpone an individual appointment you made for us to carry out a fire safety service, then you must pay the percentage of our charges shown in the table below.

#### Postponing until a later date

Number of weeks' notice before appointment cancelled	% charge you must pay	Administration fee you must pay
More than 4 weeks	None	None
4 weeks to 1 week	None	£25
1 week or less	25%	£25
On the day	50%	£25

### 11 General

(a) You cannot transfer your rights or obligations under this contract without our written permission.

(b) The Contracts (Rights of Third Parties) Act 1999 does not apply to this contract. This means that no one except you or us can take action to enforce its terms but this does not affect the rights that any third party might have apart from that Act.

(c) If we decide not to enforce any of the terms and conditions of this contract or we delay in doing so, that will not prevent us from enforcing that or any other term or condition at a later date.

(d) This contract cannot be changed unless you and we agree to the change in writing.

(e) The documents that make up this contract are shown in its definition. However, if you want to rely on something which you and we have not agreed under condition 12d, but which you can reasonably assume from the facts, you must give us written details.

(f) If we decide to use a scanned copy of this contract in any court action instead of the original then you agree that the scanned contract may be treated as if it were the original, and unless you can show that its validity is in serious doubt, we will not have to prove the scanned contract is genuine.

(g) All notices given under this contract will be treated as delivered if they are properly addressed and sent by post to, in our case, our address shown in our invoice, in your case, your postal address.

(h) Whoever signs this contract on your behalf confirms that he/she has your authority to sign it. If you have not given your authority to the person named in the schedule, and you do not approve this contract afterwards, we may suffer a loss. Under these circumstances, the person signing this contract agrees to fully compensate us for any losses and expenses we suffer from not being able to enforce this contract against you.

(i) The contract will be governed by English law and an English court will deal with any dispute under it.

### 12 Anti-Bribery

Neither party shall, directly or indirectly, make a bribe or other illegal gift or payment or offer, promise or authorize a bribe or other illegal gift or payment to any public or private person or entity, in connection with the contract. The parties represent and warrant that they have not taken, or permitted any of their affiliates, agents, sub-contractors, suppliers or employees to take, any action which would constitute a breach of this provision, and covenants to comply with (and require their affiliates, agents and employees to comply with) this provision. This provision shall survive the termination of the contract.

### 13 Data Privacy

13.1 **Compliance with Law.** The products and/or services being provided require the collection of Personal Information (information and data exchanged in connection with the contract related to any identified or identifiable natural person or, in case of a conflict with applicable law, which is subject to any applicable data privacy laws). The parties will comply with applicable data privacy laws governing Personal Information processed in connection with the contract. The parties shall take all reasonable commercial and legal steps to protect Personal Information.

13.2 **Rights and Obligations.** If you provide us with Personal Information, you will ensure that you have the legal right to do so. You will notify the individuals whose Personal Information it has provided to us prior to providing it to us.

13.2.1 We may share Personal Information with our service providers in accordance with applicable data privacy laws and with appropriate protections.

13.2.2 We may store Personal Information on servers located and accessible globally by Chubb entities and their service providers with appropriate protections in place.

13.2.3 If the Personal Information is involved in a Data Breach Incident (set of circumstances that involve actual or a reasonable possibility of unauthorised access to or possession of, or the loss or destruction of, Personal Information), the party on whose system the data was stored is responsible for any notifications and associated costs. Unless prohibited by law or a regulator with jurisdiction over a party, the notifying party shall make reasonable efforts to coordinate with the other party to allow input into the notification before it is made.

13.2.4 While performing under the contract, if a party learns of any: (i) complaint or allegation indicating a violation of the applicable data privacy laws regarding Personal Information; (ii) request from one or more individuals seeking to access, correct, or delete Personal Information; or (iii) inquiry or complaint from one or more individuals in relation to the processing of Personal Information, the party will exercise reasonable efforts to promptly notify the other party in writing, except to the extent prohibited by law, law enforcement, or a regulator with jurisdiction over such party.

### 14 Credit Checks

In order to process your application we will supply information including your personal information to credit reference agencies (CRAs) and they will give us information about you, such as about your financial history. We do this to assess creditworthiness and product suitability, check your identity, manage your account, trace and recover debts and prevent criminal activity. We will also continue to exchange information about you with CRAs on an ongoing basis, including about your settled accounts and any debts not fully repaid on time. CRAs will share your information with other organisations. The identity of the CRA, and the ways in which it uses and shares your personal information is maintained on our sub-processor schedule and further details can be provided on request.

### 15 Agreement Change Events

After taking all reasonable steps to mitigate, we shall give you reasonable notice should we suffer during the course of this contract any adverse impact on this contract, including increases in costs and expenses, as a result of an Event (i) related to the UK leaving the European Union, (ii) related to an epidemic or pandemic, or (iii) beyond our reasonable control. An "Event" shall include, but not be limited to: changes in law; government action, public authority action; national emergency; changes in health and safety and/or environmental requirements; imposition of sanctions or embargo; increases in tariffs or other duties, taxes or levies imposed on exports or imports, fluctuating exchange rates; changes or new requirements for licenses or consents; delays in export or import of products or services due to controls, processes or restrictions; or, any other change to the business or economic environment in which we operate that may be unforeseen at the date of this contract.

Notwithstanding any other term or condition of this contract, following reasonable prior written notice to you setting out the change(s) to the contract and the effective date(s), we shall be entitled as a result of an Event, on a fair and reasonable basis, to (i) change any of this contract's charges, prices, and/or rates so that we are not financially no worse off than if the Event had not occurred, and/or (ii) vary any of the goods, products and/or services provided under this Agreement. In addition, it is further agreed that we shall have no liability under this contract for any delays to programme or delivery, or for any penalties, costs or damages that are associated with any programme or delivery if such delay is caused by an Event.