

THE FARMERS ARMS

Mill Lane, Chideock, Dorset. DT6 6JS.

Email: lyncrisp@chideockandseatown.co.uk

Tel: 01297 489098

30th September, 2024.

WITHOUT PREJUDICE.

To: Chideock Parish Council

Dear Councillors,

I thank you for the copy of the **Summary of the issues and leading up to the 'taking out of service' of the ground trampoline within the Clapps Mead Play Area and an estimate of the financial exposure to the Parish Council of the decision to purchase it.** as handed out to the public at the Parish Council Meeting of 24th September 2024. As an 'interested party' and had twice asked The Clerk to see sight of correspondence I do hope I would have received it had I not attended the meeting. From now on I will refer to this paper as the **'Summary Paper'**. So as to avoid confusion I will address the TWO issues raised in this document, i.e. Insurance for the In Ground Jumper' and Parish Council Insurance Cover in respect of Events held on the Field by The Friends of Clapps Mead. I will leave the Friends of Clapps Mead Chairperson and Councillors of the former Parish Council to make their own responses.

- 1) **Insurance for public liability on the Jumping Equipment.** This is how it is classified on the Certificate and to avoid confusion I would suggest we call it this, i.e. **'In Ground Jumper'** and desist in referring to it as a trampoline.

I had hoped from reading this extensive Summary Paper that I would learn as to the reasons of exactly WHY Gallaghers/Hiscox were refusing to insure it. Having read all the replies from Gallaghers what is not available to see is the 'questions asked' but just references to telephone conversations. A paper trail is so important so as to see 'what is asked' and then 'the reply given'. The only reason I can find in this paper trail and other letters from the Chair of the Council is that the activity of 'gymnastics and trampolining' is not covered. To this I would reply as follows:

- a) This item is made for JUMPING and not the activity of trampolining.
- b) The insurance should extend to all injuries incurred while using publicly accessible items of play equipment that have been passed as suitable for use by compliance with the BSEN1176 -1 standard and is not an insurance for the activity itself. The activity is at the risk of the user so long as the item is within the standard and is effectively maintained. This is the standard normal policy that all councils across the UK accept. The 'inground jumper' installed in the play area in Clapps Mead ticks every one of these boxes.
- c) So far as my extensive research has taken me I am not aware that any council or authority has ever had a specific responsibility to notify the insurers when new items are installed and so long as the item installed is suitable for inclusion in a publicly accessible play and for unsupervised use as deemed by a competent authority, such as the manufacturer or the numerous trade and professional bodies (API, RPII, IoSH, IIRSM, etc), then there is no issue. The value of the item is simply added to the Assets Register. As you are aware in 'Summary Paper' you agree this was done by the then Clerk Ms. Sal Robinson. Indeed in a friendly

- d) conversation with Cllr. Benjamin he told me that Gallaghers had confirmed to him that they did not ask for a detailed List of play area equipment which was a surprise to us both.
- e) The In-Ground Jumper was installed by a ROSPA approved engineer in accordance with insurance policy requirements along with relevant certification. *** Please note I will come to this further in respect of the reply from Zurich.

My understand of public liability insurance for the Play Area is that accidents are only covered if the item is defective and that is the reason for regular inspections and maintenance of equipment. An ALL RISKS policy giving that sort of cover simply does not exist which is why I can only assume that so many Insurance Companies are refusing to cover the item. As I say, from the information in the Summary Paper I still cannot identify the cover that is being asked for. Is it above and beyond the normal Standard Cover that all other Councils are happy to accept? Is it because the 'activity of trampolining' has been asked for? My only clue is in relation to the correspondence between the DAPTC and CPC where an example of the Bridport Town Council's cover with Zurich is given by The Clerk and CPC 'feel very uneasy about this and are concerned that if a young child has an accident on the trampoline they could be held responsible in some way'. I also note in this letter from The Clerk to DAPTC she has simply stated that the Outgoing councillors of CPC have installed a trampoline into the play area'. This could mean anything – a on ground large trampoline and I felt a more detailed description should have been given to them.

- f) Coming back to 'questions asked' and from my research with many insurance companies and other councils/authorities I have been given this as an example. If you ask the question "we have installed a trampoline in a play area, are we insured for trampolining or injuries incurred while trampolining" then it is likely you will get the answer no because you are enquiring about insurance for an event or activity.

If you ask the question "Are we required to notify you every time we put equipment into a public play area if the installed equipment meets the standard BSEN1176" then you will get the answer no.

- g) Again from information gathered it would be impossible to use the **inground Jumper** as a trampoline as it is all to do with 'velocity'. The on ground large trampolines (as you would see in a leisure centre) are based on velocity, i.e. the more times you jump the higher you will go. The inground Jumper has NO velocity and the jump height will remain the same. Having tried it myself it is about 4 to 6 inches.
- g) Advice from ROSPA

From: queries@rospaplaysafety.co.uk <queries@rospaplaysafety.co.uk>

Sent: Wednesday, February 14, 2024 10:29 AM

To: chideock@dorset-aptc.gov.uk

Subject: Re: Dug-in Trampoline Dear Sal,

If this is installed in accordance with the manufacturer's instructions it will present a tolerably low risk to users.

It can be checked during the subsequent annual inspection, but we can provide a post-installation inspection, for a fee, if required.

Yours sincerely,

RoSPA Play Safety

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78 Shrivensham Hundred Business Park, Watchfield, SWINDON SN6 8TY Phone: 01793 317470

www.rospa.com/play-safety

Please also note that this email was copied in to your now Chair – Caroline Perkins and she supported buying this item and is ‘minuted’ as doing so. Presumably she is guilty of ‘woeful negligence’ as well.

I am confused as to how Councillors are quite happy with the level of cover on all other items of equipment, i.e. basket swing, baby swing, climbing frame, etc., but have concerns with an item that ROSPA itself state is a tolerably low risk. Personally, I feel that as there is ‘no fall height’ it is the safest item of play equipment in the Play Area. This is one of the reasons that the FOCM suggested it to the PC in the first place. Due diligence was done.

- h) **** I will now come back to the correspondence between Cllr. Benjamin and Zurich Insurance Company. It appears from this correspondence that insurance cover refusal appears to be based on what ROSPA have asked and what the installer was asked to confirm to ROSPA and this does not appear to have happened and a Certificate dated 27th March 2014 and not 2024? This does not make a lot of sense to me as the Certificate I have and is in the Summary Report is dated Test Report 713183420 valid until 21.10.25. I am confident a Certificate of Installation was given by Mr. Ken Hussey and the relevant Hand over Document completed and would question if The Clerk has asked for it and other documentation as mentioned in the letter from Zurich. I seem to remember that FOCM may have been copied in on it so perhaps if someone had just asked us then maybe we could have helped. I would also state that from conversations with Zurich they would not, of course, cover just ‘one item’ but would be happy to take over the Policy in its entirety should the PC wish to cancel the policy with Gallaghers which would then provide cover for ALL equipment including the in-ground jumper.

This brings me to another worry that the behaviour of Cllr. Benjamin is again brought into question. I witnessed an altercation in the Playing Field the day after the installation between Richard Benjamin (he was not a councillor at that time) and Mr. Hussey. This very angry altercation ended with Mr. Hussey storming back to his van and Mr. Benjamin returning up the road. I approached Mr. Hussey to ask what the problem was and was asked ‘who is that officious offensive man’ and who is he to ‘question me’ and demand Installation Certificates in such an aggressive manner. I may add that he made a strong complaint to The Friends of Clapps Mead about this and also how his digger driver had been treated in the same way on the day before. Both the FOCM and the former Parish Councillor had always had a very good relationship with Mr. Hussey. Which brings me on to yet another subject as to why he is no longer the Rospa Inspector for the Play Area? Was he sacked or did he resign? Again, so much appears to be being discussed behind closed doors that the public do not have the opportunity to see things discussed in a formal Parish Council Meeting and then have the opportunity to make their own decisions based on FACT instead of village gossip.

And so to end my concerns with regard to insurance for the Ground Jumper/Play area insurance I note the concern raised as above to DAPTC that this PC appear very concerned about any personal financial liability made against them. I note also that Cllr Benjamin is asking Gallaghers to increase the Trustee Indemnity to £1million which will occur an additional premium for something you are not likely to claim for (their words Email 5 of the Summary document) . My question would be why is it that Chideock Parish Council appears to want Insurance cover ‘above’ what is normally considered by all Insurance Companies to be compatible with a small Parish Council? If the normal levels on insurance are not compatible to you all then perhaps you should consider resignation from the Council instead of adding more expenditure to the Precept which is then costing villagers even more money. Parish Councils have the opportunity to have different levels on insurance sometimes to reduce costs for example:

was renewed on 15th June 2023 with Hiscox through our insurance brokers Gallagher, that public indemnity is included for the use of the equipment. However, damage to or replacement cost of the equipment is not.

I am now aware that in the Chideock News the CPC has stated it will remove of the 'inground jumper'. This is a decision to be made at a formal Parish Council Meeting and 'minuted' correctly for future reference. Once again, decisions appear to be being made 'behind closed doors' as I have seen no Agenda Item or Minute with relation to this decision. I would also point out that it may have been sensible to leave the old Website online until such time as the new website was up and running with all old Minutes and Agenda on it. Also the Policy Statement regarding Memorial benches should not be published on there until a decision has been made. Research for this letter has been made more difficult without information being available to me on the new website. If I was a 'conspiracy theorist' I may have found this a little co-incident. In conclusion: The way forward I suggest is twofold

- a) The Clerk is tasked to deal with the matter of insurance regarding the 'in ground jumper' perhaps by liaison with Will Austin – Bridport Town Clerk or Paul Fuszard Chief Financial Officer of Bridport Town Council and changing the policy to be held with Zurich. They are both extremely helpful. I am told there will be no penalty fee with Gallaghers as they are unable to produce a policy to the needs of CPC.
- b) If it true that the 'inground Jumper' is uninsurable then Huck Nets should be approached for the immediate removal of the inground jumper, to make good, and to refund all monies incurred by CPC. If it can be proven that it is 'not fit for purpose' which would be the case if it not 'insurable' then a complete refund would be in order.

2. Events held on Clapps Mead Playing Field by The Friends of Clapps Mead.

Firstly, let me tell you the background to the Friends of Clapps Mead and my involvement with them. Back some years ago I was disappointed that there appeared to be little events on the field, i.e. annual Fete, etc., The actual Fete Committee had not 'had a Fete' for 8 years and I discussed this lack of community events and also fundraising opportunities with Anna Dunn. I was also concerned that there seemed no village plan to celebrate the Queens Platinum Jubilee and other groups I approached did not seem interested in the actual organisation of it. Anna Dunn, in turn, discussed it with the Parish Council of which she was a member of and consent was given for a Fundraising Group to be set up solely to raise money for the Play Area and Playing Field. We decided to call it the Friends of Clapps Mead. Our first event was a Summer Fete on Clapps mead. I was under the impression that we were working alongside the Parish Council who were very supportive and appreciative of our efforts, which indeed they were. Other events such as The Classic Car Show were then arranged . FOCM had an Agenda Item on the Parish Council Agenda every month and any requests for permission of an event were placed as Agenda Items and 'minuted' accordingly. Insurance was discussed and The Clerk advised that we were covered for insurance. My position was that whilst we were an independant group we were actively linked to the Chideock Parish Council. When questions were raised by Richard Benjamin, Steven Rose (the then Clerk) gave the following advice: **From:** <chideock@dorset-aptc.gov.uk>

Subject: RE: Public liability insurance for events held in clapps mead

Date: 4 August 2023 at 20:08:22 BST

To: "Anna Dunn" <annachideockpc@btinternet.com>, "George Dunn" <geocdunn@yahoo.co.uk>, "Mick David" <mickdavid01@gmail.com>, "Peter Hunt" <peterhunt7@gmail.com>, "Vanessa McAra" <vanessaglenn@btinternet.com>

Hi Vanessa,

The Hiscox policy summary (attached) states “The following are included as standard: ... Public and products liability which covers claims brought against: ... any hirer of the insured location for bodily injury or property damage arising from their use of the insured location.” As Clapp’s Mead is insured as property of CPC, this should imply that the event at Clapp’s Mead is covered by this insurance.

Thanks,
Steve.

At a later stage when Ms S. Robinson had returned as Clerk I asked her to send me the Policy Document which read as follows:

Page 34. The field and play area (land) insurance: Hirer liability

We will also indemnify the hirer of the insured location against bodily injury or property damage occurring during the period of insurance arising directly from their use of the insured location. We will not make any payment under this extension if the hirer: a. was using the insured location for commercial or business purposes; or b. has the benefit of any other insurance policy that also provides indemnity for the hirer’s activities; or c. hires the insured location on a regular, permanent or long term basis unless: i. the hirer is using the insured location for the benefit of the local community; and ii. you request that we provide indemnity.

As, we, the hirer were using the location for the benefit of the community I felt assured that we were covered by insurance.

We then come to the item in Cllr. Benjamin’s ‘Summary of Events’ that as we have our own Bank Account we are not covered. I am amazed at the details he has chosen to share with Gallagher’s to ensure that we are excluded from insurance. The reason we chose to open our own Bank Account was again in conversation with CPC who were worried that any large amounts of money raised at events would put the £25,000 threshold in jeopardy thus placing a large amount of money on the budget for additional audit requirements. It was agreed that donations from fund raising would be given to the PC when the financial situation was right. These were the right decisions for both the Finances of the CPC and also for residents who pay the precept. As I have explained before ‘all’ previous Parish Councils have agreed to ‘host’ or ‘adopt’ the event thereby covering the event by insurance held by CPC.

Solutions of course could have been found to alleviate these problems as discussed at the Fete Meeting in the Committee Room back in July. The advice from Will Austen – Bridport Town Clerk which I gave at the July Meeting was as follows:

So to solutions:

- 1) the Parish Council at the next July meeting resolves to ‘adopt’ the Fete event as their own event run by volunteers namely The Friends of Clapps Mead and others.**
- 2) Agree that it comes under the ‘remit’ of the Parish Council as they PC has already agreed to the event under their ‘area of responsibility’.**
- 3) The Parish Council agrees at the July meeting to resolve that The Friends of Clapps Mead become a ‘sub group’ of the Parish Council.**

Further advice from Paul Fuzard – Chief Financial Officer of the Bridport Town Council is that by giving ‘approval’ you are giving ‘approval’ for insurance unless the hirer has their own. He explained in relation to

Bucky Doo Square which BTC own they often get requests from various people, musicians, jugglers, etc., to use the Square. As he said some already have their own insurance but if they do not then as 'approval'/'permission' has been given by BTC it then becomes under their Remit and Area of Responsibility.

At this Meeting in July CPC refused to accept any of these solutions and have made it quite clear of their future intentions documented in their Minutes of Playing Field Working Group (now changed to something else) Item 1. *Para 3 IT WAS AGREED FOCM shall remain and independent and separate group for the forseeing future.* So again, no solution to the problem which could simply have been avoided by making us a sub group of the parish council or accepting that our events come under the remit and responsibility of the PC.

I will always maintain that as we are fundraising for the Play Park owned by CPC – for the use and benefit of the village – we are covered by the PC insurance due to Page 34 of the Policy Document.

Past Parish Council have always supported village events on the field by 'hosting or adopting' them and I am confident that the policy wording is sufficient for me to be happy that events are insured. You may disagree but for the future as we will no longer be holding events on the field the question need not be raised. All this upset has been totally unnecessary and to the detriment of the village.

As I said in my statement during the democratic half hour of the September Meeting and in my email dated 29th September (still not acknowledged) I find this a sad day for Chideock villagers. Everyone loves the fete and the classic car show, summer picnics, Easter egg hunts – they are all part of village life, however, this Parish Council seem determined to alienate anyone prepared to give time and energy to the village or maybe, not anyone but just FOCM.

All this could have been avoided. I have always made it known that my door is always open and that I would be happy to share knowledge or give advice. As new councillors it is difficult and whilst not a councillor I have been of the Playing Field Committee for such a long time and a past Chairman of CPC I would have thought that any help I could give would be invaluable. No-one has chosen to 'knock on my door' but all have chosen to ignore any advice, simply not understand it, or dictate that they are right. Letters from the Chair (always undated – check out the website on Clapps Mead – again unprofessional and of no help in years to come with no date on) are accusatory and unpleasant.

It is the 'approach' of the CPC that is all wrong. With regard to the new Volunteer Policy and I fully understand Health & Safety Policy/Risk Assessment as I do it all for the businesses my son owns. However, A councillor could have been asked to 'chat it over' with volunteers not just agree the Policy and place it on the website. I have never INSTRUCTED my staff on Health & Safety issues, I ASK them, we chat about it, we laugh and agree it is all a 'pain' but realise the importance of some of it and then abide by it.

Please take all my comments and solutions into account and make the right decisions.

Lyn Crisp. The Friends of Clapps Mead.

Note to Clerk: Please add this to 'correspondence'. It is a letter – not an email.

