

THE GREAT CROSS TRUST

England & Wales · Charity number 1098276

Details

Status Registered

Legal form Other

Registered 2003-07-01

Register [View on the Charity Commission register](#)

Contact

Address 1 Tanner Croft
Grasmere
Ambleside
Cumbria
LA22 9QA

Phone 01539435373

Activities

Objects: (A) TO RELIEVE POVERTY BY THE PROVISION OF AFFORDABLE HOUSING FOR RENT IN THE VILLAGE OF GRASMERE TO PEOPLE WHO BY REASON OF LIMITED INCOME, AGE OR DISABILITY WOULD NOT OTHERWISE BE ABLE TO AFFORD HOUSING IN THE AREA OF BENEFIT(B) TO SECURE THE PRESERVATION, PROTECTION AND IMPROVEMENT OF THE HISTORICAL MEMORIAL COTTAGES WHICH COMPRISE THE PROPERTY, AND THEIR SETTING AND, IF IT PROVES DESIRABLE OR POSSIBLE TO DO SO, TO ADD TO THEIR NUMBER;(C) TO SECURE THE PRESERVATION, PROTECTION AND DEVELOPMENT AND IMPROVEMENT OF THE LANDSCAPE AND FEATURES OF THAT PART OF THE VILLAGE OF GRASMERE IN THE LAKE DISTRICT NATIONAL PARK IN WHICH THE PROPERTY (AND ANY OTHER PROPERTY WHICH MAY BE ACQUIRED BY THE TRUSTEES) IS SITUATED

Activities: Great Cross Trust owns and manages the letting of eleven houses in the village of Grasmere, Cumbria.

Classification

- **How:** Provides Buildings/facilities/open Space
- **What:** Accommodation/housing, Environment/conservation/heritage
- **Who:** Children/young People, Elderly/old People

Geography

- **Area of benefit:** GRASMERE IN THE LAKE DISTRICT NATIONAL PARK
- Cumbria

Finances

Period end	Income	Expenditure	Assets	Employees
2025-12-31	£58,973	£29,821	-	-
2024-12-31	£50,751	£30,194	-	-
2023-12-31	£50,129	£26,635	-	-
2022-12-31	£50,262	£58,352	-	-
2021-12-31	£51,600	£28,489	-	-

Trustees

Name	Role	Appointed
Alan James Catterall		2026-04-30
Diane Louise Dixon		2022-11-09
Dr David Dodgson		2014-11-25
Paul Alan Hetherington		2024-03-01
Sarah Hardisty		2024-03-01
Stephen Dixon		2019-01-12

THE GREAT CROSS TRUST

England & Wales - Charity number 1098276

Accounts

The Great Cross Trust
Annual Meeting November 4th 2025 held at the RAOB Club Grasmere

Present: D Dodgson, E Footit, P Hetherington, S Dixon, D Dixon

Apologies: S Hardisty

EF welcomed Rachel Bagshaw our new contact at GSC Grays

RB gave her report.

All rents are up to date. The matter of some missed payments has been resolved.

There is a further rent rise planned in January and RB will write to tenants.

There has been some new legislation re tenants' rights. The main effect on us will be that rent may only be increased once a year and at some point we will need to register with the Private Sector Database.

All properties have current safety certificates and have had their chimneys swept(where applicable)

Repairs are almost complete and anticipated to be finished in the near future..

New porches have been installed on Nos 1 and 2.

We will need to improve energy efficiency in some properties in the future.

Insurance quote is expected in December.

RB will carry out an inspection to familiarise herself with the properties.

Potential Development

RB will have an informal discussion with the LDNP to get initial reaction. If their response is favourable we will commence discussions with an architect. GSC Grays can do a lot of the project management if necessary.

Financial Report

Currently we have £17,000 in the current account and £129,000 in the deposit account which represents a growth in £30,000 in funds. The investment is valued at £192,000 which represents a growth of 10% over the year. It was decided to leave funds as they were until we resolved the new development project.

Officers

SH was re-elected as chairman and EF as Secretary.

3 Chance Cottages

Some concern still exists about incidents at this property. Should there be any further incidents RB will write to emphasise the conditions of tenancies.

Grass Cutting

This has been carried out satisfactorily.

THE GREAT CROSS TRUST
STATEMENT OF FINANCIAL ACTIVITIES
FOR THE YEAR ENDED 31 DECEMBER 2025

	Notes	Unrestricted Funds £	Restricted Funds £	Total Funds 2025 £	Total Funds 2024 £
INCOME					
Income from charitable activities					
Rents from cottages		57,546	-	57,546	49,712
		<u>57,546</u>	<u>-</u>	<u>57,546</u>	<u>49,712</u>
Investment income					
Bank and building society interest		1,427	-	1,427	1,039
		<u>1,427</u>	<u>-</u>	<u>1,427</u>	<u>1,039</u>
Total Income		<u><u>58,973</u></u>	<u><u>-</u></u>	<u><u>58,973</u></u>	<u><u>50,751</u></u>
EXPENDITURE					
Charitable activities					
Managing agents' fees		9,283	-	9,283	6,461
Heat and light		-	-	-	-
Repairs and renewals		11,234	-	11,234	17,141
Grounds maintenance		2,495	-	2,495	1,120
Insurance		2,870	-	2,870	2,595
Bookkeeping		633	-	633	627
Governance costs:				-	
Accounts and independent examination		846	-	846	786
Investment advisor fee		2,460	-	2,460	1,464
		<u>29,821</u>	<u>-</u>	<u>29,821</u>	<u>30,194</u>
Total Expenditure		<u><u>29,821</u></u>	<u><u>-</u></u>	<u><u>29,821</u></u>	<u><u>30,194</u></u>
NET INCOME		29,152	-	29,152	20,557
Gains / (Loss) on investments	4	19,249	-	19,249	13,104
Transfers		-	-	-	-
		<u>48,401</u>	<u>-</u>	<u>48,401</u>	<u>33,661</u>
Net Movement in Funds		<u><u>48,401</u></u>	<u><u>-</u></u>	<u><u>48,401</u></u>	<u><u>33,661</u></u>
Reconciliation of Funds:					
Total Funds brought forward		293,754	1,084,082	1,377,836	1,344,175
Total Funds carried forward		<u><u>342,155</u></u>	<u><u>1,084,082</u></u>	<u><u>1,426,237</u></u>	<u><u>1,377,836</u></u>

The statement of financial activities includes all gains and losses recognised in the year.
All income and expenditure derive from continuing activities.

The notes on pages 4 to 6 form part of these accounts.

THE GREAT CROSS TRUST
STATEMENT OF FINANCIAL POSITION
FOR THE YEAR ENDED 31 DECEMBER 2025

	Notes	2025		2024	
		£	£	£	£
FIXED ASSETS					
Tangible fixed assets	3		1,084,082		1,084,082
Investments	4		192,804		176,015
CURRENT ASSETS					
Debtor - rent arrears		628		1,355	
Prepayments		3,011		2,595	
Bank community accounts		19,109		37,366	
Business reserve account		129,828		86,931	
Building society accounts		-		-	
		<u>152,576</u>		<u>128,247</u>	
LIABILITIES: AMOUNTS FALLING DUE					
WITHIN ONE YEAR					
Creditors & accruals		(3,225)		(2,529)	
		<u>(3,225)</u>		<u>(2,529)</u>	
NET CURRENT ASSETS			149,351		125,718
NET ASSETS	5		<u>1,426,237</u>		<u>1,385,815</u>
FUNDS					
Restricted	6		1,084,082		1,084,082
Unrestricted	6		342,155		293,754
TOTAL FUNDS	6		<u>1,426,237</u>		<u>1,377,836</u>

These financial statements were approved by the Board of Trustees on the 20/2/26 and are signed on their behalf by:



Mr David Dodgson



Ms Sarah Hardisty

The notes on pages 4 to 6 form part of these accounts.

THE GREAT CROSS TRUST
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 DECEMBER 2025

2. TRUSTEES' REMUNERATION & EXPENSES AND STAFF COSTS

No remuneration directly or indirectly out of the funds of the charity was paid or payable for the year to any trustee or to any person or persons known to be connected with any of them.
 No expenses were paid to any trustee any person connected with them.
 There were no employees / staff costs in 2025 (2024: none).

3. TANGIBLE FIXED ASSETS

	Great Cross Cottages and Land	Chance Cottages	Total Freehold Property
	£	£	£
Cost/Valuation			
Brought forward	710,224	373,858	1,084,082
Additions	-	-	-
Carried forward	<u>710,224</u>	<u>373,858</u>	<u>1,084,082</u>
Depreciation			
Brought forward & carried forward	<u>-</u>	<u>-</u>	<u>-</u>
Net Book Value			
At 31 December 2025	<u>710,224</u>	<u>373,858</u>	<u>1,084,082</u>
At 31 December 2024	<u>710,224</u>	<u>373,858</u>	<u>1,084,082</u>

4. INVESTMENTS

	Listed Investment Portfolio
	£
Value at 31 December 2024	
Additions	176,015
Portfolio fees	-
Fair value movement	(2,460)
Value at 31 December 2025	<u>192,804</u>

THE GREAT CROSS TRUST
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 DECEMBER 2025

5. ANALYSIS OF NET ASSETS BETWEEN FUNDS

	Tangible Fixed Assets £	Investments £	Net Current Assets/ (Liabilities) £	Total £
Restricted Funds				
Great Cross Cottages and Land (cottages originally donated by Miss Mary Chance for local letting and cannot be sold)				
Cost	155,718	-	-	155,718
Revaluation Reserve September 2002	<u>554,506</u>	<u>-</u>	<u>-</u>	<u>554,506</u>
	710,224	-	-	710,224
Chance Cottages (SLDC planning restriction to be let to local people at affordable rents and not to be sold)				
Cost	<u>373,858</u>	<u>-</u>	<u>-</u>	<u>373,858</u>
	<u>1,084,082</u>	<u>-</u>	<u>-</u>	<u>1,084,082</u>
Unrestricted Funds				
General Fund	-	192,804	149,351	342,155
	<u>-</u>	<u>192,804</u>	<u>149,351</u>	<u>342,155</u>
Total Funds	<u><u>1,084,082</u></u>	<u><u>192,804</u></u>	<u><u>149,351</u></u>	<u><u>1,426,237</u></u>

6. RECONCILIATION OF MOVEMENT IN FUNDS

	Funds brought forward £	Net income/ (expenditure) £	Gains £	Funds carried forward £
Restricted Funds				
Great Cross Cottages and Land				
Cost	155,718	-	-	155,718
Revaluation Reserve September 2002	<u>554,506</u>	<u>-</u>	<u>-</u>	<u>554,506</u>
	710,224	-	-	710,224
Chance Cottages				
Cost	<u>373,858</u>	<u>-</u>	<u>-</u>	<u>373,858</u>
	<u>1,084,082</u>	<u>-</u>	<u>-</u>	<u>1,084,082</u>
Unrestricted Funds				
General Fund	293,754	29,152	19,249	342,155
	<u>293,754</u>	<u>29,152</u>	<u>19,249</u>	<u>342,155</u>
Total Funds	<u><u>1,377,836</u></u>	<u><u>29,152</u></u>	<u><u>19,249</u></u>	<u><u>1,426,237</u></u>

**THE GREAT CROSS TRUST
INDEPENDENT EXAMINER'S REPORT TO THE TRUSTEES
OF THE GREAT CROSS TRUST
FOR THE YEAR ENDED 31 DECEMBER 2025**

I report to the trustees on my examination of the financial statements of the charity for the year ended 31 December set out on the following pages.

Responsibilities and basis of report

As the trustee's of the charity you are responsible for the preparation of the financial statements in accordance with requirements of the Charities Act 2011 ('the Act').


I report in respect of my examination of the charity's financial statements carried out under section 145 of the 2011 and in carrying out my examination I have followed all the applicable Directions given by the Charity Commission under section 145(5)(b) of the Act.

Independent examiner's statement

I have completed my examination. I confirm that no material matters have come to my attention in connection with examination giving me cause to believe that in any material respect:

1. accounting records were not kept in respect of the charity as required by section 130 of the Act; or
2. the financial statements do not accord with those records; or
3. the financial statements do not comply with the applicable requirements concerning the form and content of accounts set out in the Charities (Accounts and Reports) Regulations 2008 other than any requirement that the accounts give a 'true and fair' view which is not a matter considered as part of an independent examination.

I have no concerns and have come across no other matters in connection with the examination to which attention should be drawn in this report in order to enable a proper understanding of the accounts to be reached.



Ian Thompson (ICAEW)
Saint & Co
Chartered Accountants & Registered Auditors
The Old Police Station
Church Street
Ambleside
Cumbria
LA22 0BT

23/02/26 Date

THE GREAT CROSS TRUST

England & Wales - Charity number 1098276

Accounts

The Great Cross Trust
Minutes of the Annual Meeting held November 21st 2024 at The Buff Club, Grasmere

Present: D Dodgson, E Footit, D Dixon, S Dixon, S Hardesty, P Hetherington.

Sarah and Paul were welcomed as new trustees.

GSCGrays

D Lund from GSCGrays gave her annual summary. Rents were up to date. All safety inspections had either been carried out or had been commissioned. Rents had remained static for several years and she recommended we move nearer to market rates. She had received a quote for the renewal of insurance which was 10% higher than the previous year. We are now responsible for the safety of chimneys and she proposed commissioning a visit from a sweep later in the year. We should bear in mind that insulation in some properties may need to be upgraded in the future but rules have not yet been finalised. She also wished us to accept GSCGrays terms of engagement.

Financial Report.

Finances are in good shape. We have finally got the accounts we need from Barclays. We currently have £115,234 in the bank. This is lower than last year but when transfer to investment is taken into account we are in surplus for the year. The investment continues to grow satisfactorily and is currently valued at £175,406. Some discussion took place as to how to use the funds. It was agreed that we investigate the possibility of one or two bungalows on the existing site. SH to enquire how we last financed such work.

Ddixon to set up online access.

Officers.

DD and EF to continue in their administrative roles. SH agreed to chair the next annual meeting.

Rent Increases

It was agreed that we increase rents by 15% in January and again the following January.

Property Maintenance.

Bathroom doors to be fitted to 5 and 6. Ongoing problems with water, possibly condensation, in chimney on 7. It was agreed to consult Neil Beatty re this problem. It was also agreed to fit door canopies to Nos 1 and 2. EF to enquire to Deborah. We are still waiting for gatepost from J Ellwood. It was agreed that EF approach S Stalker to see if he could supply.

Signage for GC and CC

This has been replaced in its correct position.

Tenant Issue 3 Chance Cottages

This is an ongoing issue but there has been some improvement. The situation will be monitored.

Other Business

The insurance quote was accepted.

We agreed with GSCGrays terms of engagement. This will result in an increase of their fees to 12% of rents collected.

EF will write to the Buffs to thank them for the use of their premises.

Meeting closed at 18.45



**Management
Liability
for UK
charities,
clubs and
associations**

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Welcome to AXA

Thank you for choosing AXA

Please read carefully all documents that **we** have provided and keep them in a safe place. If **you** have any questions, need anything explaining or believe this contract does not meet **your** needs, please contact **us** or **your** insurance adviser.

Your policy

This **policy** is a contract of insurance between **you** and **us** and **you** have a duty to make a fair presentation to **us** in accordance with the law.

The **policy** describes the insurance cover for which **we** have accepted **your** premium.

This insurance is renewable provided that **we** agree to accept **your** premium for any subsequent **period of insurance**. A new schedule will be issued for each **period of insurance** showing any changes to **your** cover.

Your policy booklet is divided into a number of sections and must be read together with **your** schedule and any endorsements. Where a section does not apply, **your** schedule will state that it is 'not covered'.

Throughout this **policy**, **we** use definitions and headings. Definitions are used to explain what a word means and are highlighted in bold blue print. Details of the Policy definitions can be found on page 30.

Headings have been used for **your** guidance and do not form part of the contract.

To help **you** understand the cover provided **we** have added 'What is covered' and 'What is not covered'.

Under the heading 'What is covered' **we** give information on the insurance provided. This must be read with 'What is not covered', the Policy exclusions, the Policy conditions and the Section conditions at all times.

Under the heading 'What is not covered' **we** draw **your** attention to what is excluded from **your policy**.

Legal and regulatory advice and services included in your policy from rradar

Important information

Legal Advice Line service: Mon to Fri, 8am – 6pm (excluding public holidays)

Telephone: 0800 955 6111

Email: contactus@rradar.com

24/7 Out of hours crisis line: 0800 955 6222

rradar account dashboard: my.rradar.com

rradar website: www.rradar.com

(policyholders can log in to their rradar account from the website)

Please have your policy number and policy schedule available when you get in touch.



Legal regulatory and risk management advice included in your policy

rradar is a specialist litigation and commercial law firm that uses legal expertise and digital tools to proactively manage, advise and deliver business solutions to reduce business risk. Your policy gives you access to a wide range of business support and legal services from rradar.

By combining professional legal representation and specialist advisory services, rradar's team can answer your questions, educate your business, and assist with many legal and regulatory issues which you could face, including concerns regarding:

- Human resources and employment
- Health and safety and environmental regulations
- Business related crime and regulation
- Tax
- Corporate governance
- Directors duties
- Commercial contracts
- Data protection and information law -
- Road traffic law

How to access **rradar's** advisory services

Your insurance broker will send **your policy** details to **rradar** to be registered, this will include **your** email address.

When registered, **you** will receive an email from **rradar** requesting that **you** activate **your rradar** account by setting a password.

Once activated, **you** can access the **my.rradar** dashboard and launch all the digital tools and resources included under **your policy**.

If **you** have not received an activation email from **rradar** or **you** are unsure **your policy** has been registered by **your** insurance broker, please check by emailing contactus@rradar.com including **your policy** schedule or by calling **0800 955 6111**.

Legal advisory services under your policy

To access the digital tools under **your policy** please log in to **my.rradar.com**

rradarstation

Policyholders have unlimited 24/7 access to **rradarstation**, an online self-service website that provides policyholders with expert advice articles, answers to common legal questions, downloadable document and letter templates, checklists, videos and webinars.

Advice topics include employment and HR processes and procedures, business related crime and regulation, GDPR and data protection, health and safety information, tax and commercial and corporate guidance.

All written in straightforward everyday language, verified by **rradar's** legal teams, and designed to help manage and minimise legal risks. Policyholders can give unlimited numbers of users across their organisation permission to access and use this digital platform.

Within **rradarstation** sits **rradargrace**, the virtual legal assistant that provides answers to common legal questions, and can bring forward relevant templates and guidance from the resources within the **rradarstation** website. **rradargrace** can also connect users to an expert advisor if further detailed advice or support is required.

rradargrace

Available to download from the App store or Google Play Store.

rradargrace is also accessible as a mobile app, or **you** can talk directly to it from **your** web browser. Use **your rradar** account details to log on and get legal support on the go. Policyholders can give unlimited numbers of users across their organisation permission to access and use this digital tool.

rradargrace gives **you** quick and convenient access, provides answers to common legal questions and FAQ information and links to **rradarstation** website resources, all delivered to **your** smartphone or other device, wherever **you** are, whenever **you** need them.

rradarreport

Available to download from the App Store or Google Play Store.

rradarreport is the digital platform for recording major, minor and near miss incidents in **your** workplace and designed to help businesses document, manage and respond to health and safety risks across their organisation.

Policyholders and unlimited numbers of users across their organisation, with the appropriate level of permission, can access the 24/7 online system to view and accurately and quickly input the full circumstances of an incident, whether it is a near miss, a minor incident, or major incident that is reportable under RIDDOR.

Following the creation of a RIDDOR reportable/major incident record, the primary user, a person with RIDDOR responsibilities for **your** organisation, will be contacted by **rradar's** health and safety legal team who will advise on the major/reportable incident.

Incident information inputted into the system will provide graphical and statistical reports for incident trend analysis and help **you** spot health and safety spikes, allowing managers to take appropriate actions and limit future incidents occurring.

rradarrisk

Access to **rradarrisk** is via the Risk Analysis Tool tab on the **my.rradar** dashboard.

rradarrisk is an integrated analytics tool that creates a unique profile of **your** business, helps to highlight potential risks **you** could be exposed to, and includes easy to read risk level indicator charts and offers next step guidance to help **you** mitigate **your** risks before they become a problem.

Legal Advice Line service

Tel: **0800 955 6111**, Email: contactus@rradar.com
8am – 6pm Mon – Fri (excluding public holidays)



Policyholders can contact **rradar's** team of highly experienced specialist lawyers and advisors for proactive advice and next step guidance across a wide range of legal, business and operational sectors. These include guidance on issues relating to HR and employment, GDPR and data protection, Tax, Health and safety, business crime and regulation, corporate governance and more.

There is no limit to the number of times **you** can contact the Legal Advice Line service, neither is there a limit to the time it takes for the team to support **you**, so provided the advice is within the scope of the Legal Advice Line service, there are no billable charges.

Discussions and advice provided by the Legal Advice Line service are legally privileged meaning they are protected and confidential.

For services that fall outside the scope of the Legal Advice Line service, **rradar** will agree a clear fixed fee in advance. These services could include a detailed review of legal documents or the preparation of letters or emails to a third party or the drafting or production of documents.

Out of hours Legal Crisis Line:

Tel: 0800 955 6222 – available evenings, weekends and public holidays



If a business related crime or emergency occurs, policyholders can call the 24/7 Legal Crisis Line and speak directly to a specialist lawyer who will advise on how to best work with the police, Health and Safety Executive and all other investigation and regulatory bodies.

Crisis PR line:

Tel: 0800 955 6111 between 8am – 6pm, Mon - Fri and via the out of hours Legal Crisis Line telephone: 0800 955 6222 for critical PR support in difficult and challenging situations.



Legal representation for claims and investigations

Included in **your policy** is access to **rradar's** specialist legal teams and, cover permitting, this includes full legal representation for claims and investigations as the policy defines them.

Keeping you up to date

rradar can provide policyholders with regular updates on new digital tools, legal and regulatory blogs, regular email newsletters, webinar invites and more.

Making a claim

Please check **your** schedule of insurance and full **policy** wording on the cover, sums insured, limits, excesses, warranties, conditions, exclusions and extensions of cover purchased by **your** business. If **you** are unsure of any aspect of cover please contact **your** insurance broker in the first instance.

If notifying a claim, you or your insurance broker should email full details of the claim to: claims@rradar.com

Making a complaint

If **you** are not happy with the way in which a **claim** or any other matter has been dealt with, please follow the instructions within the “Making a complaint” page within the **policy**.

rradar Limited is a licensed body authorised and regulated by the Solicitors Regulation Authority (“SRA”) under licence number 608114. The regulations of the SRA, which is the regulatory body for solicitors in England and Wales, can be found at www.sra.org.uk. **rradar** (Scotland) Limited is a multi-national practice recognised and regulated by the Law Society of Scotland (“LSS”) under registration number 50480. The regulations of the LSS, which is the representative and regulatory body for regulated firms, for Scottish qualified solicitors, and for other regulated individuals, can be found at www.lawscot.org.uk.

Policy conditions

You must comply with the following conditions to have the full protection of **your policy**. If **you** do not comply then **we** may at **our** option take one or more of the following actions:

- 1 Cancel **your policy**
- 2 Declare **your policy** void (treating it as if it had never existed)
- 3 Change the terms of **your policy**
- 4 Refuse to deal with all or part of any **claim** or reduce the amount of **claim** payments.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us**.

Arbitration condition

If **we** agree to pay **your** claim and **you** disagree with the amount to be paid it may be referred to an arbitrator who is jointly appointed. Alternatively, depending on the size of **your** business, **you** may be able to refer **your** case to the Financial Ombudsman Service (FOS). In either case this will not affect **your** right to take legal action against **us** over this disagreement.

Cancellation condition

You may cancel **your policy** within 14 days of receiving **your policy** for the first **period of insurance** if for any reason **you** are dissatisfied or the **policy** does not meet **your** requirements.

Claims conditions

You and/or any **insured person** must reimburse **us** for any **defence costs** paid where it is later determined that there is no cover under this **policy**.

If a **claim** is made which is not completely covered by any section of this **policy**, **we** will do **our** best to agree with **you** or any **insured person** a fair allocation between **loss** (as defined in each section of the **policy**) that is covered and **loss** (as defined within each section of the **policy**) not covered by this **policy**.

Claims notification condition

You must:

- 1 as soon as possible within the **period of insurance** or where this is not possible, at the latest within 30 days after it expires
 - a give **us**, and the **crisis public relations consultants** where appropriate, notice of any **claim** under this **policy**, in accordance with the terms of each section
 - b give **us**, and the **crisis public relations consultants** where appropriate, all the information **we** request
- 2 immediately
 - a on receipt send **us** every letter, court order, summons or other legal documents served upon **you**
 - b tell **us** about any **investigation**, prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential **claim**, in accordance with the terms of each section

Policy conditions *continued*

- c unless agreed with **us** in writing, notify the police of any fraudulent or criminal activity upon discovery.

If **you** do not comply with this condition **we** have the right to refuse to pay **your claim**.

Claims procedures condition

- 1 **You** must take, or allow others to take, practical steps to minimise any **claim**.
- 2 At **your** expense **you** must provide **us** with
 - a full details in writing and any further information **we** may reasonably require
 - b any assistance to enable **us** to settle or defend a **claim**
 - c details of any other relevant insurances.
- 3 Full details of **your claim** must be provided to **rradar**. Unless otherwise agreed in writing by **us rradar** will handle **your claim**. **You** must not appoint other legal representation without **our** prior approval. Any costs incurred without **our** approval will not be met. Where **we** agree to **your** legal representation, other than **rradar**, the maximum following hourly rates shall apply:

Partner (at least 10 years post qualification experience) – £185 per hour,
Associate (at least 5 years post qualification experience) – £150 per hour,
Solicitor (under 5 years post qualification experience) – £115 per hour,
Paralegal – £90 per hour.

Where a **claim** is made against **you** and/or more than one **insured person**, unless there is a conflict of interest, the same legal representative should be used. If it is not possible to obtain **our** consent before incurring defence costs, **we** will agree to this providing **our** agreement is obtained within 14 days.

- 4 **You** must not accept, negotiate, pay, settle, admit or reject any **claim** without **our** prior written consent.
- 5 **We** have the right to fully participate in the defence of any **claim** including the negotiation of any settlement. **We** will also have the right to defend any **claim** made against **you**.
- 6 Where it is assessed by **us** and **your** legal representation that **you** have a greater than 60% prospect of success, **you** shall have the right to defend any **claim** made against **you** or any **insured person**.

If **you** do not comply with this condition **we** have the right to refuse to pay **your claim**.

Fair presentation of risk condition

You have a duty to make a fair presentation of the risk **you** wish to insure. This applies prior to the start of **your policy** and prior to each renewal. If **you** do not comply with this condition then

- 1 If failure to make a fair presentation of the risk is deliberate or reckless **we** can elect to make **your policy** void and keep the premium. This means treating the **policy** as if it had not existed and that **we** will not return **your** premiums, or

Policy conditions *continued*

- 2 If the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would not have provided cover had **you** made a fair presentation, then **we** can elect to make **your policy** void and return your premiums, or
- 3 If the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would have issued cover on different terms had **you** made a fair presentation of the risk **we** can:
 - a reduce proportionally any amount paid or payable in respect of any **claim** under **your policy** using the following formula. **We** will divide the premium actually charged by the premium **we** would have charged had **you** made a fair presentation and calculate this as a percentage. The same percentage figure will be applied to the full amount of the **claim** to arrive at the proportion of the **claim** to be paid or payable; and/or
 - b treat **your policy** as if it had included the different terms (other than payment of premium) that **we** would have imposed had **you** made a fair presentation
- 4 Where **we** elect to apply one of the above then
 - a if **we** elect to make **your policy** void, this will be from the start of the **policy** or from the date of renewal

- b **we** will apply the formula calculated by reference to the premium that would have been charged to **claims** from the start of the **policy** or from the date of renewal
 - c **we** will treat **your policy** as having different terms imposed from the start of the **policy** or from the renewal
- depending on when the failure to make a fair presentation occurs.

Fraud condition

If **you** or anyone acting for **you**:

- 1 knowingly makes an exaggerated **claim** under **your policy**
- 2 knowingly makes a false statement in support of a **claim** whether or not the **claim** itself is genuine or
- 3 knowingly submit a false or forged document in support of a **claim** whether or not the **claim** itself is genuine,

we will:

- a refuse to pay the **claim**
- b declare **your policy** void from the date of the fraudulent act without any return of premiums.

We may also inform the police of the circumstances.

Instalments condition

If **you** fail to pay a premium instalment to **us** on the due date, this will result in the Employment practices liability and Charity, clubs and associations legal liability sections being cancelled from the date the missed instalment was due. **You** will not be entitled to any return of premium where this happens.

If a **claim** has been made or there has been any **circumstance** during the current **period of insurance** the annual premium remains due in full.

Law applicable to this policy

You and **we** can choose the law which applies to this **policy**. **We** propose that the Law of England and Wales apply. Unless **we** and **you** agree otherwise, the Law of England and Wales will apply to this **policy**.

Notification of potential claims

You may give **us** notice of any **circumstance** which might lead to a **claim** under this **policy** giving reasons for the expectation and including full details of the people and dates involved.

Where **we** accept the **circumstance** any future **claim** and/or **investigation** shall be deemed to have been made in the **period of insurance** in which the **circumstance** was first made.

Sanctions Condition

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of **your policy** that **we** will not provide cover, or pay any **claim** and/or **investigation** or provide any benefit under **your policy** to the extent that the provision of such cover, payment of such **claim** and/or **investigation** or provision of such benefit would expose **us**, or **our** parent, Subsidiary or any other AXA group member company to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America or any other territory.

Subrogation (our rights) condition

We will be entitled to undertake in **your** name or on **your** behalf steps to enforce rights against any other party before or after payment is made by **us**.

Third party rights condition

The rights of this contract will not be enforceable by any party other than **you** or **us** because of the Contract (Rights of Third Parties) Act 1999.

Policy exclusions

Your policy is subject to exclusions and these tell **you** what is not covered.

The Policy exclusions are set out below and apply to **your policy** as a whole. There are also specific exclusions under each section of cover under the heading 'What is not covered'.

Bodily injury or property damage exclusion

We will not cover any **claim, loss** (as defined in each section of the **policy**) or **investigation**:

- 1 for psychological or emotional distress other than an **employment practice claim**
- 2 for sickness, disease, bodily injury or death other than a **safety legislation claim** or **manslaughter claim**
- 3 for the loss, damage or destruction of any tangible property, electronic systems or data including loss of use of that property

unless arising directly from **your** breach of a duty of care for advice provided. Cover shall apply solely in excess of any other insurance policy available to **you** or any **insured person**.

Defined benefit pension schemes exclusion

We will not cover any **claim, loss** (as defined in each section of the **policy**) or **investigation** caused by:

- 1 an **insured person's** operation or administration of any defined benefit pension scheme

- 2 an **insured person's** breach of any legislation or regulation relating to any defined benefit pension scheme.

Excess exclusion

We will not pay the **excess** detailed in **your policy** schedule (under each section of cover).

Prior claims, investigations and circumstances exclusion

We will not cover any **loss** (as defined in each section of the **policy**) or **investigation** caused by any **claim, investigation** or **circumstance** which **you** were aware of before the start of the **period of insurance**.

Prior litigation exclusion

We will not cover any **claim, loss** (as defined in each section of the **policy**) or **investigation** caused by any previous or known litigation or proceedings (including allegations from the same or essentially the same facts) involving an **insured person, you** or an **outside company** started before the date of **your** first purchase of Trustees liability insurance.

Takeovers and mergers exclusion

We will not cover any **loss** (as defined in each section of the **policy**) or **investigation** caused by any **claim** for a **wrongful act** after **you** merge or consolidate with another charity, club or association.

Policy extensions

Extended claims notification period cover

Your schedule will show if **you** have this cover.

If **we** or **you** refuse to renew the **policy** for any reason other than nonpayment of premium or insolvency, **you** may purchase an extended claims notification period of 12 months upon payment of 50% of the full **policy** annual premium.

This extended notification period is only available if:

- 1 **we** receive **your** written notice of purchase within 30 days following the end of the **period of insurance**; and
- 2 the **policy** is not replaced by any other policy; and
- 3 at the end of the **period of insurance**, **you** have not merged with another charity, club or association.

If **we** offer renewal terms, conditions, **limits of liability** or premiums that are different from those of the expiring **policy**, this does not mean a refusal to renew.

Condition of the cover

Where **you** have taken this cover the policy Claims notification condition on page 8, is deleted and replaced with the following:

You must:

- 1 as soon as possible within the extended notification period
 - a give **us** notice of any **claim** under this **policy**, in accordance with the terms of each section

- b give **us** all the information **we** request
- 2 immediately
 - a on receipt send **us** every letter, court order, summons or other legal documents served upon **you**
 - b tell **us** about any **investigation**, prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential **claim**, in accordance with the terms of each section
 - c notify the police of any fraudulent or criminal activity upon discovery.

If **you** do not comply with this condition **we** have the right to refuse to pay **your claim**. **We** will not refund any premium to **you** if **you** cancel the extended notification period before it ends.

Trustees' liability section

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You schedule will show if this section is covered.

Meanings of defined terms

You can find the meanings for words in bold blue on page 30. There are some words that may only appear in this section or are defined differently. **You** can find the meanings to the defined terms for this section on page 35.

Limit of cover

The most **we** will pay for any one **claim** including **defence costs** and/or **investigation costs** is the **limit of liability**.

✓ What is covered

Additional limit for non-indemnifiable loss

Where the **limit of liability** has been exhausted, the **limit of liability** shall be increased by £100,000 per **claim** and/or **investigation** for each **insured person** provided that such limit shall be excess of:

- 1 any other available insurance
- 2 any other available indemnity.

Bail costs cover

We will pay on behalf of any **insured person bail costs** caused by a **claim** for a **wrongful act**.

Brexit cover

We will pay for any **insured person's loss** caused by a **claim** for a **wrongful act** in connection with the withdrawal of the United Kingdom from the European Union.

Circumstance investigation cover

We will pay the costs of **rradar** legal in the **investigation** of any **circumstance** reported to **us** during the **period of insurance** including the steps that might be appropriate to avert or reduce the potential of a **claim**.

The most **we** will pay for all **circumstance investigation claims** in any one **period of insurance** is £50,000.

Claims against an insured person cover

We will pay the **loss** incurred by any **insured person** caused by a **claim** for a **wrongful act**.

Company reimbursement cover

We will pay for the **loss** which **you** are legally allowed to pay on behalf of an **insured person** caused by a **claim** for a **wrongful act**.

Compensation for court attendance cover

We will pay **you** at the rate of £250 per day for each **insured person** and any accompanying husband, wife, civil or unmarried partner provided such **insured person's** attendance is needed in court in connection with any **claim** or investigation.

Crisis public relations costs cover

We will pay **crisis public relations costs** for any **insured person** caused by a **claim** for a **wrongful act**.

Deprivation of assets cover

We shall pay the **loss** of any **insured person** for **deprivation of asset expenses**.

The most **we** will pay under this cover is £100,000 for any one **claim**. This is also the most **we** will pay for all **deprivation of asset claims** in any one **period of insurance**.

Directors'/trustees' personal tax cover

We will pay the **defence costs** of any director or trustee in a personal tax investigation where **rradar** have assessed that such **defence costs** will prevent or mitigate a **claim** against **you** or an **insured person**.

The most **we** will pay under this cover is £25,000 for any one **claim**. This is also the most **we** will pay for all personal **tax investigation claims** in any one **period of insurance**. **Defence costs** are solely restricted to the costs of **rradar**.

Employment practice claims cover

We will pay for the loss caused by an **employment practice claim** during the **period of insurance** brought by a current, former or potential **employed person**.

This cover does not apply if the **insured person** is covered under the Employment practices liability section of this **policy**.

Extradition proceedings cover

We will pay, for any **insured person**, the **loss** caused by any **extradition proceedings** against any **insured person** during the **period of insurance** caused by a **claim** for any **wrongful act**.

Insolvency hearing costs cover

We will pay the **insolvency hearing costs** of any **insured person**.

The most **we** will pay under this cover is £25,000 any one **claim**. This is also the most **we** will pay for all **insolvency hearing costs claims** in any one **period of insurance**.

Investigation costs cover

We will pay the **investigation costs** caused by an **investigation** first notified as being required during the **period of insurance**.

Manslaughter claims cover

We will pay for the **defence costs** which **you** are legally allowed to pay on behalf of an **insured person** caused by a **manslaughter claim** against an **insured person** for a **wrongful act**.

Outside company cover

We will pay for the **loss** incurred by any **insured person** for any **wrongful act** within the **policy territories** carried out in their role as a trustee, director or officer of an **outside company**.

Provided that the **insured person** acts in that role at **your** written request and the **claim** does not arise from a **wrongful act** carried out after the **insured person** stopped acting in this role. **We** will only pay after any cover provided by the **outside company** to its trustees, directors or officers and any other insurance available to its trustees, directors and officers has been used.

Pension/employee benefit schemes cover

We will pay for the **loss** caused by a **claim** for a **wrongful act** in connection with an **insured person's** operation or administration of any of **your** pension schemes (other than a defined benefit scheme), employee benefit schemes or trust funds.

Personal charity/Not for profit association cover

We will pay for the **loss** incurred by any **insured person** for any **wrongful act** within the **policy territories** carried out in their role in a personal capacity as a director or officer of a charity or any not for profit organisation.

Pollution claims cover

We will pay for the **loss** arising from **pollution** caused by a **claim** for any **wrongful act**.

Retired trustees cover

In the event that this **policy** is not renewed or replaced with a similar policy, cover will continue for any **insured person** who voluntarily stops being a trustee before the date of non-renewal for reasons other than:

- 1 disqualification from holding such a position; or
- 2 a take-over or merger,

for an unlimited period from the date of non renewal (the "run-off period"), provided that:

- a cover will only apply to **claims** caused by any **wrongful act** carried out or alleged before the date of retirement of the **insured person**

- b the run-off period will run at the same time as any extended notification period
- c no similar insurance is in place elsewhere.

Safety legislation claims cover

We will pay for the **defence costs** which **you** are legally allowed to pay on behalf of an **insured person** caused by a **safety legislation claim** (or similar legislation in any other jurisdiction) against an **insured person** for a **wrongful act**.

Tax cover

If **you** become insolvent, this section will extend to pay for any **claim** against an **insured person** alleging a **wrongful act** relating to **your** unpaid tax liability within the **policy territories**.

Optional section extension of cover

Takeovers and mergers extension of cover

Your policy schedule will show if **you** have this cover.

If during the **period of insurance you** merge with another charity, club or association **you** may on payment of an additional premium, of 200% of the annual policy premium, request that this section continue in force for a period of 72 months from the expiry date of the current **period of insurance**.

This extension only applies to **claims** caused by any **wrongful act** carried out or alleged before the date of the takeover or merger.

x What is not covered

Deliberate or dishonest acts exclusion

We will not cover any **claim, loss** or **investigation** caused by:

- 1 a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation carried out by any **insured person**
- 2 an act by any **insured person** intended to obtain or which does obtain a personal profit or advantage which was not legally theirs
- 3 an act intended to obtain or which does obtain a profit for any company other than **you** where an **insured person** is a director, officer or employee of that company.

This exclusion will only apply after a court ruling or an admission by an **insured person** that such an act did take place.

Related party claims in the United States of America exclusion

We will not cover any **claim, loss** or **investigation** caused by any **claim** brought by **you**, an **outside company** or an **insured person** within or subject to the laws of the United States of America.

This exclusion will not apply to:

- 1 **defence costs**
- 2 any shareholder derivative proceedings in **your** name without **you** or any **insured person's** solicitation, assistance or participation
- 3 any **claim** brought by **you** liquidator, receiver or administrative receiver or similar body

- 4 any **employment practices claim**
- 5 any **claim** made by a previously **insured person** of **yours**
- 6 any **claim** seeking a contribution or indemnity if that **claim** would be covered by this section if made against an **insured person**.

Specific United States of America legislation exclusion

We will not cover any **claim**, **loss** or **investigation** caused by the following legislation in the United States of America:

- 1 any breach of the Racketeer Influenced and Corrupt Organizations Act 18 USC Sections 1961 et seq., any amendments to this Act or any rules or regulations made under it
- 2 any breach of the Securities Act of 1933 or the Securities Exchange Act of 1934, both as amended, the rules or regulations of the Securities Exchange Commission under either or both Acts, similar securities laws or regulations of any state, or any laws of any state relating to any transaction caused by, involving or relating to the sale of securities
- 3 any breach of the Employment Retirement Income Security Act of 1974 as amended, or any rules or regulations made under it, or similar provisions of any federal, state or local law.

Section conditions

The Policy conditions all apply equally to each **insured person** and to **you** other than:

Fair presentation of risk condition

The policy condition, Fair presentation of risk condition on page 9 will only apply under this section to an **insured person** who had knowledge of a misstatement or omission before the **period of insurance** that could affect the terms and/or conditions of this **policy**.

In these circumstances **we** waive **our** right to cancel the **policy** on the grounds of non-disclosure, fair presentation of risk or fraud.

Severability condition

All information which any **insured person** provided before **we** agreed to insure **you** will be considered as a separate application for each **insured person**.

The knowledge of or any statement made by any **insured person** will not be applied to any other **insured person** for the purposes of deciding whether cover is available for any **claim**.

Only statements made (whether in the Proposal or otherwise) and information possessed by any Trustee, Finance Director, Chief Executive, Human Resources Director, Managing Director or Chairman of **you** or any other person authorised by **you** to make statements on behalf of **you** shall be attributed to **you** in determining whether cover applies under **your policy**.

Employment practices liability section

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You schedule will show if this section is covered.

Meanings of defined terms

You can find the meanings for words in bold blue on page 30. There are some words that may only appear in this section or are defined differently. **You** can find the meanings to the defined terms for this section on page 36.

Limit of cover

The most **we** will pay for any one **claim** including **defence costs** and/or **investigation costs** is the **limit of liability**.

✓ What is covered

Claims by employees cover

We will pay for **you** or any **insured person's loss** caused by a **claim** by an **employed person** alleging an **employment practice wrongful act**.

The **excess** will not apply to any **claim** brought only against an **insured person**.

Claims by others cover

We will pay for **you** or any **insured person's loss** caused by a **claim** by anyone other than an **employed person** alleging an **employment practice wrongful act**.

Compensation for court attendance cover

We will pay **you** at the rate of £250 per day for each **insured person** and any accompanying husband, wife, civil or unmarried partner provided such **insured person's** attendance is needed in court in connection with any **claim** or **investigation**.

Investigation costs cover

We will pay for **your** or any **insured person's investigation costs** caused by an **investigation** first notified as being required during the **period of insurance**.

The **excess** will not apply to any **investigation** that only involves an **insured person**.

Outside company cover

We will pay for the **loss** incurred by any **insured person** for any **employment practice wrongful act** carried out by an **insured person** in their role as an **employed person** of an **outside company**.

As long as the **insured person** acts in that role at **your** written request and the **claim** does not arise from a **wrongful act** carried out after the **insured person** stopped acting in this role.

We will only pay after any cover provided by the **outside company** to its trustees, directors or officers and any other insurance available to its trustees, directors and officers has been used.

x What is not covered

Claims outside of the United Kingdom exclusion

We will not cover any **claim**, **loss** or **investigation** caused by any **Employment practice claim** outside of the United Kingdom.

Collective bargaining agreements exclusion

We will not cover any **claim** caused by **your** failure to act in accordance with any collective bargaining agreement other than:

- 1 allegations of **retaliatory treatment**
- 2 **defence costs** and/or **investigation costs**.

Contractual payments exclusion

We will not cover any **claim** caused by **your** failure to pay any amount **you** must pay under contract to an **employed person**.

This includes but is not limited to:

- 1 payments for notice periods (contractual or statutory); or
- 2 any breach of any minimum wage requirements.

This exclusion does not apply to **defence costs** and/or **investigation costs**.

Deliberate and dishonest acts exclusion

We will not cover any deliberate breach of employment regulation, deliberately not following the advice provided by the employment helpline or other solicitor/human resources advisor, or any other dishonest or fraudulent act carried out by **you** or any **insured person**.

Legal requirements exclusion

We will not cover any **claim**, **loss** or **investigation** caused by **your** legal duties in relation to **your**:

- 1 health and safety requirements
- 2 payment of unemployment benefits
- 3 payment of social security benefits

- 4 payment of retirement benefits
- 5 payment of disability benefits.

This exclusion does not apply to **defence costs** for any **claim** caused by **retaliatory treatment**.

Non-compensatory payments exclusion

We will not cover any **claim**, **loss** or **investigation** caused by:

- 1 the failure to pay for anyone else's liability which **you** must legally take on under any contract or agreement. This does not apply to any **claim** that would have happened without such contract or agreement
- 2 any non-financial order
- 3 any amount for the costs of agreeing or refusing to agree with a court or other order for the reinstatement of an **employed person** other than basic salary from the original date of dismissal to the date of court or other order.

This exclusion does not apply to **defence costs** and/or **investigation costs**.

Pension rights exclusion

We will not cover any **claim** caused by:

- 1 any **employed person's** loss of any right or benefit under any pension scheme, private health insurance or other employee benefit scheme
- 2 the operation or administration of any pension or employee benefit scheme or trust fund
- 3 **your** breach of any legislation or regulation related to these activities.

This exclusion does not apply to **defence costs** and/or **investigation costs**.

Protective award exclusion

We will not cover any **loss** caused by any **claim** related to **your** failure to comply with the duty to consult requirements related to a redundancy situation under Sections 188 to 192 Trade Union and Labour Relations (Consolidation) Act 1992. This exclusion does not apply to **defence costs**.

Tax exclusion

We will not cover any **claim** caused by **your** failure to pay taxes. This exclusion does not apply to **defence costs** and/or **investigation costs**.

Trade Union membership exclusion

We will not cover any **claim** caused by membership or non-membership of any trade union or similar organisation other than:

- 1 allegations of **retaliatory treatment**
- 2 **defence costs** and/or **investigation costs**.

Transfer of Undertakings Exclusion

We will not cover any **loss** caused by any **claim**:

- 1 Brought against **you** under the Transfer of Undertakings (Protection of Employment) Regulations 2006:
- 2 Brought against a third party but which **you** could be liable for under the Transfer of Undertakings (Protection of Employment) Regulations 2006:
- 3 For an **Employment practice wrongful act** which occurred prior to a TUPE transfer of an **employed person** to **you**.

This exclusion does not apply to **defence costs**.

Section conditions

The Policy conditions all apply equally to each **insured person** and to **you** other than:

Fair presentation of risk condition

The policy condition, Fair presentation of risk condition shown on page 9 will only apply under this section to an **insured person** who had knowledge of a misstatement or omission before the **period of insurance** that could affect the terms and/or conditions of this **policy**.

Severability condition

All information which any **insured person** provided before **we** agreed to insure **you** will be considered as a separate application for each **insured person**.

The knowledge of or any statement made by any **insured person** will not be applied to any other **insured person** for the purposes of deciding whether cover is available for any **claim**.

With respect to any claim made against **you**. Only statements made (whether in the Proposal or otherwise) and information possessed by any Trustee, Finance Director, Chief Executive, Human Resources Director, Managing Director or Chairman of **you** or any other person authorised to make statements on behalf of **you** shall be attributed to **you** in determining whether cover applies under **your policy**.

Charity, clubs and associations legal liability section

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Your schedule will show if this section is covered.

Meanings of defined terms

You can find the meanings for words in bold blue on page 30. There are some words that may only appear in this section or are defined differently. **You** can find the meanings to the defined terms for this section on page 37.

Limit of cover

The most **we** will pay for any one **claim** including **defence costs** and/or **investigation costs** is the **limit of liability**.

Each **claim** will be treated as made when **we** receive written notice of the **claim**. **Investigation costs** will be treated as made when **your** or an **insured person's** attendance is notified as being required.

✓ What is covered

Breach of data protection cover

We will pay for **your loss** following a breach of data protection law.

Brexit cover

We will pay **your loss** caused by a **claim** for any **wrongful act** in connection with the withdrawal of the United Kingdom from the European Union.

Civil liability and professional negligence cover

We will pay for **your loss** caused by any **claim** made against **you** for any actual or alleged civil liability or professional negligence.

Compensation for court attendance cover

We will pay **you** at the rate of £250 per day for each **insured person** and any accompanying husband, wife, civil or unmarried partner provided such **insured person's** attendance is needed in court in connection with any **claim** or **investigation**.

Contractual liability cover

We will pay **your defence costs** caused by any contractual liability **claim**. The most **we** will pay under this cover is £100,000 for any one **claim**. This is also the most **we** will pay for all contractual liability **claims** in any one **period of insurance**.

Crisis public relations costs cover

We will pay **crisis public relations costs** caused by any **claim** made against **you** for a **wrongful act**.

Data protection breach cover

We will pay the costs of **rradar** legal in contacting **your** customers and suppliers as legally required following a data protection breach.

The most **we** will pay for this cover is £100,000 for any one **claim**.

Employee dishonesty cover

We will pay for **your** direct financial loss caused by the dishonesty of an **employed person** discovered during the **period of insurance**.

Provided that there was a clear intention to cause **you** financial loss or damage and for that person to obtain a financial gain other than salary, bonus or commission.

The most **we** will pay under this cover is £100,000 for any one **claim**. This is also the most we will pay for all Employee dishonesty claims in any one **period of insurance**.

Identity fraud cover

We will pay for **your loss** resulting from **identity fraud**.

Investigation costs cover

Pre-investigation cover is available via **rradar** helpline page 4.

We will pay for **your investigation costs** caused by an **investigation** against **you** which **you** first notified as being required during the **period of insurance**.

Judicial review cover

We will pay for **your loss** caused by any **claim** and/or **investigation** made against **you** as a result of a judicial review (as defined in the civil procedure rules).

Loss of documents cover

We will pay the costs of replacing or restoring any document, data or information lost, damaged or destroyed whilst in **your** possession (save for where any document, data or information loss, destruction or damage is caused by a **cyber act**) during the **period of insurance**.

The most **we** will pay under this cover is £100,000 for any one **claim**. This is also the most **we** will pay for all loss of documents **claims** in any one **period of insurance**.

Manslaughter claims cover

We will pay for **your defence costs** caused by a **manslaughter claim** made against **you** for a **wrongful act**.

Mitigation of loss cover

We will pay **your** costs and expenses incurred with **our** written consent to take action to mitigate a **loss** or potential **loss** or **claim**.

The most **we** will pay under this cover is £50,000 for any one **claim**. This is also the most **we** will pay for all mitigation of loss **claims** in any one **period of insurance**.

Negative social media crisis public relations costs cover

We will pay **crisis public relations costs** necessary to mitigate the adverse effect or potentially adverse effect to **your** reputation following any sustained negative publicity in relation to **your** business activities or practices that is posted on any internet based platform or social media website.

The most **we** will pay for all **negative social media public relations costs** in any one **period of insurance** is £25,000.

Other wrongful acts cover

We will pay for **your loss** caused by any **claim** made against **you** for a **wrongful act**.

Pension/employee benefit schemes cover

We will pay for **your loss** caused by any **claim** made against **you** for a **wrongful act** in connection with **your** operation or administration of any pension or employee benefit scheme or trust fund.

Pollution claims clean up costs cover

We will pay **your** loss for **pollution clean up costs** for any **claim** and/or **investigation** made against **you**. The most **we** will pay under this cover is £25,000

for any one **claim**. This is also the most **we** will pay for all **pollution clean up costs claims** in any one **period of insurance**.

Pollution claims cover

We will pay for **your defence costs** caused by any **claim** made against **you** for a **wrongful act** in connection with **pollution**. The most **we** will pay under this cover is £100,000 for any one **claim**. This is also the most **we** will pay for all **claims**, made against **you** for a **wrongful act** in connection with **pollution**, in any one **period of insurance**.

Regulatory mitigation cover

We will pay **your regulatory mitigation costs** for any regulatory self reporting.

Safety legislation claims cover

We will pay for **your defence costs** caused by a **safety legislation claim** made against **you** for a **wrongful act**.

Tax cover

We will pay for **your defence costs** caused by a **claim** for breach of any tax law, act or regulations.

Tax investigation cover

We will pay **your defence costs** for any **tax investigation**.

Telephone fraud cover

We will pay **your** direct financial loss discovered during the **period of insurance** caused by **telephone fraud**. The most **we** will pay under this cover is £10,000. This is also the most **we** will pay for all **telephone fraud claims** in any one **period of insurance**.

Third party electronic funds transfer cover

We will pay for **your** direct financial loss caused by the dishonesty of any third party accessing **your** computer systems and transferring funds with the intention of obtaining an improper financial gain.

The most **we** will pay under this cover is £10,000 for any one **claim**. This is also the most **we** will pay for all third party electronic fund transfer claims in any one **period of insurance**.

Third party fraud or forgery cover

We will pay **your** direct financial loss discovered during the **period of insurance** caused by **third party fraud or forgery**.

The most **we** will pay under this cover is £10,000. This is also the most **we** will pay for all **third party fraud or forgery claims** in any one **period of insurance**.

Section extensions

Legal pursuit extension

This extension attaches to and forms part of **your policy** and is subject to the policy conditions, exclusions and defined terms:

The cover

Aggregate limit of liability: £25,000
unless otherwise stated excess: £2,500
each and every **claim**

We will provide cover up to the **aggregate limit of liability** in any one **period of insurance** and subject to the **excess** stated provided that:

- 1 the **date of occurrence** happens during the **period of insurance** and occurs within the **policy territories** in connection to **your** business;

- 2 any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **policy territories**; and
- 3 all cover provided by this Legal pursuit extension relates solely to costs incurred by **rradar** legal.

Contract disputes and debt recovery cover

rradar legal will negotiate **your** legal rights in a contractual dispute entered into by **you** or on **your** behalf for the purchase, hire, sale or provision of goods, services or the lease, licence or tenancy of land or buildings.

Provided that:

- 1 the amount in dispute exceeds £500
- 2 any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the **policy territories** and
- 3 all cover provided by this Legal pursuit extension relates solely to costs incurred by **rradar** legal.
- 4 if the premium is payable on instalments, the instalments due and payable at the time of making the **claim** exceed £500
- 5 if the dispute relates to money owed to **you**, a **claim** is notified to **rradar** legal within 90 days of the money becoming due and payable.

Restrictive covenant cover

rradar will negotiate **your** legal rights in pursuing:

- 1 an undertaking or injunction against a former employee alleging breach of their **restrictive covenant** or **confidentiality clause**.
- 2 damages for breach of **restrictive covenant** or **confidentiality clause**.

Trespass, nuisance, person removal and property damage cover

rradar will negotiate for **your** legal rights in any dispute relating to **your** property, arising from nuisance, the need to remove any trespassing persons or damage to **your** property.

Additional exclusions applicable to Legal pursuit extension

We will not pay for:

- 1 any **excess** shown
- 2 any **claim** relating to:
 - a settlement payable under an insurance policy or loan, mortgage, pension, investment or borrowing;
 - b any dispute arising or relating to the renewal of a lease or tenancy agreement or rent review
- 3 the recovery of money and the interest due from another party other than disputes where the other party intimates that a defence exists
- 4 any **claim**, that in the opinion of **rradar** legal, has less than a 51% prospect of success
- 5 costs incurred before **rradar** legal have agreed to such costs being incurred.

Additional definitions applicable to Legal pursuit extension

Confidentiality clause

A term in **your** employment contract restricting the use of **your** information or trade secrets gained in the normal course of business.

Date of occurrence for contract disputes

The date of occurrence is when **you** or an **insured person** could reasonably be expected to become aware of the breach of contract.

Policy territories

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Aggregate limit of liability

The most **we** pay in total in any one **period of insurance** in respect of all **claims** made during the **period of insurance**.

Claim(s)

The costs of **rradar** advice and support in pursuing **your** legal rights under the terms and conditions of this Legal pursuit extension.

rradar	
	rradar Limited 13 Waterside Business Park Livingstone Road Hessle HU13 0EG Company registration number: 07738271

Restrictive covenant

An express term in **your** employment contract preventing an ex-employee acting in a manner that prejudices **your** business interests by:

- 1 competing with **you**
- 2 soliciting business from **your** customers
- 3 dealing with **your** customers
- 4 attempting to employ **your** employees for a reasonable time after leaving **your** employment.

x What is not covered

Claims outside of the policy territories exclusion

We will not cover any **loss** or **investigation** caused by any **claim** outside the **policy territories**.

Cyber act and loss of computer system exclusion

We will not cover any **claim**, **loss** or **investigation** caused by:

- 1 a **cyber act**
- 2 use of, inability to use, or partial or total unavailability or failure of any **computer system** provided the **computer system** is owned or controlled by **you** or on **your** behalf
- 3 any failure or interruption of service provided
 - a to **you** or any part acting on **your** behalf by an internet service provider, telecommunications provider or cloud provider but not including the hosting of hardware or software owned by **you**
 - b by any utility provider, but only where such failure or interruption of service impacts a **computer system** owned or controlled by **you** or any party acting on **your** behalf.

Defective workmanship exclusion

We will not cover any contractual liability or other wrongful acts claim caused by **your** actual or alleged defective workmanship.

Deliberate or dishonest acts exclusion

We will not cover any **claim**, **loss** or **investigation** caused by:

- 1 a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation carried out by any **insured person** acting for **you**. This exclusion does not apply to any regulatory self reporting
- 2 an act by any **insured person** intended to obtain or which does obtain a personal profit or advantage which was not legally theirs other than a claim under the employee dishonesty, telephone fraud, third party fraud or forgery or third party electronic funds transfer cover
- 3 an act intended to obtain or which does obtain a profit for any company other than **you** where an **insured person** is a director, officer or employee of that company.

Employment exclusion

We will not cover any **claim**, **loss** or **investigation** caused by any **employment practice claim**.

Employee dishonesty, telephone fraud, third party fraud or forgery and third party funds transfer exclusion

We will not cover any **claim**, **loss** or **investigation** caused by employee dishonesty or third party funds transfer in relation to:

- 1 any accounting or arithmetical error, omission or unexplained shortage
- 2 any default on a credit or other loan agreement
- 3 any loss of interest, loss of profit or any other indirect financial loss.

We will also not cover **your** costs of establishing the amount of **your** direct financial loss.

Failure to fund pension, share ownership or employee benefit schemes exclusion

We will not cover any **claim, loss** or **investigation** caused by **your** failure to fund any pension, share ownership employee benefit or any other similar scheme.

Products liability exclusion

We will not cover any **claim, loss** or **investigation** caused by the sale, manufacture, installation or supply of any of **your products**. This exclusion does not apply to any **investigation costs cover** and/or criminal/regulatory proceeding.

Virus exclusion

Other than as provided by **cyber liability** cover, **we** will not cover any **claim, loss** or **investigation** caused by the transmission or receipt of a **virus or similar mechanism**.

Section condition

Severability condition

Only statements made (whether in the Proposal or otherwise) and information possessed by any Trustee, Finance Director, Chief Executive, Human Resources Director, Managing Director or Chairman of the charity or association or any other person authorised by **you** to make statements or complete the proposal shall be attributed to **you** in determining whether cover applies under **your policy**.

Meanings of defined terms

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Meanings which apply to the whole policy

These meanings apply throughout **your policy**. If a word or phrase has a defined meaning, it will be highlighted in bold blue print and will have the same meaning wherever it is used.

Bail costs

Costs agreed with **us**, to pay for a bond to guarantee an **insured person's** bail or equivalent in another country as required by a court of law.

Circumstance

- 1 Any verbal or written complaint made against **you** or an **insured person** that could give rise to a **claim**. This does not include any routine employment disciplinary action or dismissal.
- 2 Any non-routine regulatory intervention, serious accident or near miss likely to give rise to a **claim** and/or **investigation**.

Claim

Any written demand or civil, criminal, arbitration or regulatory proceeding first made against **you** or an **insured person** during the **period of insurance**:

- 1 seeking monetary damages
- 2 seeking a penalty or other legal action and alleging a **wrongful act**
- 3 alleging an **employment practice wrongful act**. Any claims involving the same or essentially the same facts shall be treated as one claim.

Meanings of defined terms *continued*

Crisis public relations consultants

Specialist crisis public relations consultants as appointed in writing by **rradar** legal or **us**.

Crisis public relations costs

Costs incurred by the **crisis public relations consultants** following a **claim** and/or **investigation** to prevent, limit or reduce the actual or potential damage to **you** or any **insured person's** reputation from negative publicity or media attention.

Defence costs

Costs agreed with **us**, in writing, to:

- 1 investigate or defend any **claim**
- 2 fund an appeal against a ruling or judgement (including payment of an appeal bond).

Employed person

Anyone:

- 1 under a contract of service or apprenticeship with **you** or a worker as defined in Section 230 of the Employment Rights Act 1996
- 2 who is
 - a employed by **you** or for **you** on a labour only basis
 - b hired to **you** or borrowed by **you** from another employer
 - c a voluntary helper or someone taking part in a work experience or training scheme.and under **your** control or supervision.

Employment practice claim

- 1 any **claim** by any **employed person** for any actual or alleged:
 - a wrongful, unfair or constructive dismissal, discharge or termination of employment
 - b breach of written or implied contract
 - c employment related misrepresentation, wrongful denial of a career opportunity, failure to grant employment or negligent employee evaluation
 - d harassment, unlawful discrimination or failure to provide adequate employee procedures and policies
 - e **retaliatory treatment**
 - f defamation or invasion of privacy
- 2 any other **claim** happening only as a result of **you** employing any current, former or prospective **employed person**.

Employment practice wrongful act

- 1 any actual or alleged act, conduct, error or omission carried out or attempted by **you**, an **insured person** or a third party where **you** are held to be legally responsible for any actual or alleged:
 - a wrongful, unfair or constructive dismissal, termination of employment
 - b breach of written or implied contract
 - c employment related misrepresentation, wrongful denial of a career opportunity, failure to grant employment or negligent employee evaluation

Meanings of defined terms *continued*

d harassment, unlawful discrimination or failure to provide adequate employee procedures and policies

e **retaliatory treatment**

f defamation or invasion of privacy

2 any other **claim** happening only as a result of **you** employing any current, former or prospective **employed person**.

Employment related benefits

Any payment to an **insured person** as well as normal salary including:

- 1 payments made or due (including options to purchase, acquire or sell) under a share option
- 2 pension scheme or other employee benefit program incentive or deferred salary.

Excess

The first amount of any **claim** or **claims** as detailed in **your policy** schedule for which **you** are responsible. The excess applies to **loss** (as defined in each section of the **policy**), **crisis public relation costs**, **defence costs** and **investigation costs**, however the excess will only be charged at the end of each **claim** and/or **investigation**.

Extradition proceeding

Any **claim** or proceeding brought against an **insured person** under United Kingdom extradition law or similar law in any other country.

Insolvency hearing clause

Costs incurred by **rradar** in any **insured person's defence costs** in any official investigation into **your** or an **insured person's** affairs following **your** insolvency or administration.

Insured person

- 1 Any person who was, is, or during the **period of insurance** becomes a trustee, director, member or officer of **yours**.
- 2 Any natural person acting in the capacity as a trustee of **yours** (not including any administrator, liquidator, receiver or auditor).
- 3 Any shadow director as defined under United Kingdom law or similar legislation in any other country.
- 4 Any **employed person** of **yours**.
- 5 Any trustee of any pension or employee benefit scheme or trust fund operated or administered by **you**.
- 6 The lawful husband, wife, civil or unmarried partner of an insured person described in 1 to 5 above, only because of their relationship, following a **claim** against the insured person.
- 7 The estates, heirs or legal representatives of any insured person above who has died or become incapacitated, insolvent or bankrupt but only in relation to a **claim** against the insured person.

Meanings of defined terms *continued*

Investigation

Other than investigations by HMRC, any official hearing, investigation, examination, official enquiry or enquiry into **you** or an **insured person's** business carried out by any government department, regulator or third party with legal rights to do so.

For HMRC investigations, investigation is restricted to those enquiries undertaken by the Special Civil Investigations Office under Code of Practice 8 or Code of Practice 9, an enquiry held under section 60 or 61 of the VAT Act 1994 or any matters handled by the National Investigations Service of HMRC.

Investigation does not include any routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation into the business activities of **your** industry which is not related only to **you** or any **insured person's** conduct.

Investigation costs

Legal and other professional costs and expenses agreed with **us** in writing, incurred directly by **you** or an **insured person** in preparing for and attending any **investigation**.

This does not include salary or any other additional costs of **yours**.

Limit of liability

The amount shown in **your policy** schedule as the limit of liability.

Manslaughter claim

Any court action brought for manslaughter, corporate manslaughter, corporate homicide or culpable homicide.

Outside company

Any company other than **you**:

- 1 that is a charity or association, or;
- 2 in which **you** hold any issued share capital

but this does not include

- a any company registered in the United States of America
- b any listed company
- c any financial services company.

Period of insurance

The period from the start date to the expiry date of **your** cover, shown in **your policy** schedule.

Policy

The policy and schedule and any endorsements attached or issued.

Pollutant

Any contaminant, irritant or other substance including, but not limited to: asbestos, lead, smoke, vapour, water, oil, oil products, dust, fibres, soot, fumes, acids, alkalis, chemicals, waste (including materials that have been or are intended to be recycled, reconditioned or reclaimed).

Pollution

Actual, alleged or threatened discharge, seepage, treatment, removal, disposal, dispersal, emission, release or escape of any **pollutant** or any regulatory order, direction or request to test for, monitor, remove, contain, treat, detoxify, or neutralise any **pollutant**.

Meanings of defined terms *continued*

Pollution clean up costs

Costs incurred by **you** or imposed by the Environment Agency to **investigate** and clean up any **pollution** incident.

Regulatory mitigation costs

Costs incurred by **you** in reporting and representing **you** following a report to any official regulator to reduce or avoid any potential fine or penalty.

Retaliatory treatment

Any actual or alleged action by **you** against an **employed person** as a result of the **employed person** using or trying to use their legal rights.

This includes but is not limited to their rights under employment discrimination statutes.

Safety legislation claim

Any court action alleging a breach of statutory duty under health and safety, consumer protection or food safety legislation.

Subsidiary

Any company where **you**:

- 1 own more than 50% of the share capital
- 2 have a majority of the voting rights
- 3 have the right to appoint or remove a majority of the company's board of directors
- 4 control a majority of its voting rights under a written agreement with other shareholders or members.

If a company ceases to be a subsidiary cover will continue but only for a **claim** caused by a **wrongful act** carried out before it stopped being a subsidiary.

Tax investigation

- 1 Aspect investigation by HM Revenue and Customs
- 2 Full enquiry by HM Revenue and Customs
- 3 A challenge following a compliance review by HM Revenue and Customs regarding Income Tax, PAYE regulations, National Minimum Wage and National Insurance contributions
- 4 An appeal to VAT or Duties Tribunal up to and including First Tier Tribunal or Upper Tribunal.

Tax investigation will not include:

- a any costs incurred in the normal completion of tax or VAT returns
- b any tax investigation where returns have been submitted more than 30 days after the statutory filing deadline
- c any tax investigation where **you** or any **insured person** have failed to maintain proper accounting records
- d any tax investigation where **rradar** assesses HMRC findings to be reasonable and there is no realistic prospect of a successful defence.

Virus or similar mechanism

Program code, programming instruction or any other set of instructions intentionally constructed with the ability to damage, interfere or otherwise adversely affect computer programs, data files or operations whether involving self replication or not, including but not limited to trojan horses, worms or logic bombs.

We/us/our

AXA Insurance UK plc.

Meanings of defined terms *continued*

You/your/yourself

The charity, club or association shown in the **policy** schedule as the insured.

Meanings which apply to the Trustees' liability section

These meanings apply within the Trustees' liability section of **your policy**.

If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in the Trustees' liability section.

Deprivation of assets expenses

Costs and expenses of any **insured person** paid directly to provide the services listed below as a direct result of any interim or interlocutory order confiscating or suspending the rights of ownership over personal assets or real property of any **insured person** during the **period of insurance**

- 1 schooling
- 2 housing
- 3 utilities or
- 4 personal insurances.

Such costs shall only be paid where a personal allowance has been directed by a Court to meet such payments and that personal allowance has been exhausted.

Loss

Costs and expenses of any claimant which an **insured person** becomes legally liable to pay and incurred with **our** prior written agreement, to investigate or defend a **claim** against any **insured person** and this will include

- 1 **defence costs and investigation costs**
- 2 awards of damages (including punitive and exemplary damages where legally allowed)
- 3 pre and post judgement interest on a judgement or award covered by this section
- 4 settlements

but this will not include any criminal fines or penalties, taxes (other than those covered under the Tax cover), salary or **employment related benefits**. Civil fines are covered only where they are insurable under United Kingdom law.

Policy territories

Worldwide.

Wrongful act

Any actual or alleged act, error or omission carried out or attempted by an **insured person** during the performance of their duties but only in their role as **your** trustee, director, officer or **employed person** including:

- 1 breach of any duty, including fiduciary or statutory duty
- 2 breach of trust
- 3 negligence, negligent misstatement, misleading statement or negligent misrepresentation
- 4 defamation
- 5 wrongful trading as defined under United Kingdom law
- 6 breach of warranty or authority

Meanings of defined terms *continued*

- 7 any other act, error or omission attempted or allegedly carried out or attempted by an **insured person** only because of their position as a trustee, director, officer or **employed person of yours**.

You/your

In addition to the policy definition this will include:

- 1 a **subsidiary**, and any **subsidiary** created or acquired during the **period of insurance** provided that the newly created or acquired **subsidiary**:
 - a is not registered outside of Great Britain, Northern Ireland, the Channel Islands or Isle of Man
 - b does not trade any of its **securities** on any exchange

But only for a **claim** against an **insured person** caused by a **wrongful act** carried out after the date of creation or acquisition.

- 2 any pension or employee benefit scheme or trust fund of yours.

Meanings which apply to the Employment practices liability section

These meanings apply within the Employment practices liability section of **your policy**.

If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in the Employment practices liability section.

Loss

Costs and expenses of any claimant and monetary regulatory penalties which **you** or an **insured person** becomes legally liable to pay and incurred with **our** prior written consent, to investigate or defend a **claim** against **you** or any **insured person** and this will include:

- 1 **defence costs** and **investigation costs**
- 2 awards of damages (including punitive and exemplary damages where legally allowed)
- 3 pre and post judgement interest on a judgement or award covered by this section
- 4 settlements

But this will not include any civil, regulatory or criminal fines or penalties, salary or **employment related benefits**.

Policy territories

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

You/your

In addition to the policy definition this will include:

- 1 a **subsidiary**, and any **subsidiary** created or acquired during the **period of insurance**

provided that the newly created or acquired subsidiary is not registered outside of the United Kingdom;

But only for a **claim** against you or an **insured person** caused by a **wrongful act** carried out after the date of creation or acquisition

- 2 any pension or employee benefit scheme or trust fund of yours.

Meanings which apply to the Charity, clubs and associations legal liability section

These meanings apply within the Charity, clubs and associations legal liability section of **your policy**.

If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in the Charity, clubs and associations legal liability section.

Cyber act

Any malicious attempt or attempts to damage, disrupt or gain access to **computer systems** networks or devices by cyber means including an incident in which data, **computer systems** or networks are accessed or affected in a non authorised way.

Identity fraud

Any agreement entered into by anyone other than **you**, pretending to be **you**, for the purpose of committing a criminal or malicious act.

Loss

Costs and expenses of any claimant and monetary regulatory penalties which **you** become legally liable to pay and incurred with **our** prior written agreement to investigate or defend a **claim** against **you** and this will include:

- 1 **defence costs and investigation costs**
- 2 awards of damages (including punitive and exemplary damages where legally allowed)

- 3 pre and post judgement interest on a judgement or award covered by this section
- 4 settlements.

But this will not include any criminal fines or penalties, taxes, salary or employment related benefits.

Regulatory civil fines are covered only where they are insurable under United Kingdom law and are restricted to the following:

- a Fees for intervention payments due under Health and Safety (Fees) Regulations 2012
- b Penalties due under Pensions Act 2008, 2004 and earlier legislation
- c Environment Agency, Scottish Environmental Protection Agency or equivalent fees following an **investigation**.

Policy territories

Great Britain, Northern Ireland, the Channel Islands and Isle of Man.

Products

Products that **you** supply, provide or deliver including containers, packaging, labelling, instructions, advice and services in connection with **your** product.

Telephone fraud

The dishonest access and use of **your** telephone systems by any third party.

Third party fraud or forgery

- 1 The signing, creation or alteration of any cheque, draft, promissory note or other written or electronic instruction with the intention to deceive.

Meanings of defined terms *continued*

- 2 Telephonic or written instructions acted on by **you** when the instructions are purported to have come from an **insured person**, client, customer, supplier or financial institution but have in fact come from a fraudster.

Wrongful act

Any actual or alleged act, error or omission carried out or attempted by **you** including but not limited to:

- 1 breach of any duty, including fiduciary or statutory duty
- 2 breach of trust
- 3 negligence, negligent misstatement, misleading statement or negligent misrepresentation
- 4 breach of warranty or authority
- 5 any civil liability.

You/your

In addition to the policy definition this will include:

- 1 a **subsidiary**, and any **subsidiary** created or acquired during the **period of insurance** as long as the newly created or acquired **subsidiary** is not registered outside of the United Kingdom;

But only for a **claim** against you caused by a **wrongful act** carried out after the date of creation or acquisition.

- 2 Any pension or employee benefit scheme or trust fund of yours.

Making a complaint

AXA Insurance aims to provide the highest standard of service to every customer.

If **our** service does not meet **your** expectations **we** want to hear about it so **we** can try to put things right.

All complaints **we** receive are taken seriously. Following the steps below will help **us** understand **your** concerns and give **you** a fair response.

How to make your complaint

The majority of complaints can be resolved quickly and satisfactorily by the department **you** are dealing with. If **your** complaint relates to a claim on **your policy**, please contact the department dealing with **your** claim. If **your** complaint relates to anything else, please contact the agent or AXA office where **your policy** was purchased. Telephone contact is often the most effective way to resolve complaints quickly.

Alternatively **you** can write to **us** at:

AXA Insurance complaints:



AXA Insurance
Commercial complaints
AXA House
4 Parklands
Lostock
Bolton
BL6 4SD

All claims complaints:



Tel: **01204 815359**



Email: **commercial.complaints@
axa-insurance.
co.uk**

When **you** make contact please tell **us** the following information:

- Name address and postcode, telephone number and email address (if **you** have one).
- **Your** policy and/or claim number, and the type of policy **you** hold.
- The name of **your** insurance agent/firm (if applicable).
- The reason for **your** complaint.

Any written correspondence should be headed 'COMPLAINT' and **you** may include copies of supporting material.

Beyond AXA

Should **you** remain dissatisfied following **our** final written response, **you** may be eligible to refer **your** case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. The FOS can only consider **your** complaint if **we** have given **you our** final decision.

You have six months from the date of **our** final response to refer **your** complaint to the FOS. This does not affect **your** right to take legal action.

Making a complaint *continued*

The Financial Ombudsman Service



Financial Ombudsman
Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR



Telephone:
0800 023 4567*
or **0300 123 9123****

Fax: **020 7964 1001**



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

Website:
**www.financial-
ombudsman.org.uk**

Telephone calls may be monitored or recorded.

Financial Services Compensation Scheme (FSCS)

AXA Insurance UK plc are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation in the unlikely event **we** cannot meet **our** obligations to **you**. This depends on the type of insurance, size of the business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk).

Our promise to you

We will

- Acknowledge written complaints promptly.
- Investigate **your** complaint quickly and thoroughly.
- Keep **you** informed of progress of **your** complaint.
- Do everything possible to resolve **your** complaint.
- Learn from **our** mistakes.
- Use the information from complaints to continuously improve **our** service.

** free for people phoning from a 'fixed line' (for example, a landline at home)*

*** free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02*

This document is available in other formats.

If you would like a Braille, large print or audio version, please contact your insurance adviser.

www.axa.co.uk

AXA Insurance UK plc

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20 Gracechurch Street, London EC3V 0BG. A member of the AXA
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Prudential Regulation Authority and regulated by the Financial
Conduct Authority and the Prudential Regulation Authority.
Telephone calls may be monitored and recorded.





**Management
Liability
for UK
charities,
clubs and
associations**

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Welcome to AXA

Thank you for choosing AXA

Please read carefully all documents that **we** have provided and keep them in a safe place. If **you** have any questions, need anything explaining or believe this contract does not meet **your** needs, please contact **us** or **your** insurance adviser.

Your policy

This **policy** is a contract of insurance between **you** and **us** and **you** have a duty to make a fair presentation to **us** in accordance with the law.

The **policy** describes the insurance cover for which **we** have accepted **your** premium.

This insurance is renewable provided that **we** agree to accept **your** premium for any subsequent **period of insurance**. A new schedule will be issued for each **period of insurance** showing any changes to **your** cover.

Your policy booklet is divided into a number of sections and must be read together with **your** schedule and any endorsements. Where a section does not apply, **your** schedule will state that it is 'not covered'.

Throughout this **policy**, **we** use definitions and headings. Definitions are used to explain what a word means and are highlighted in bold blue print. Details of the Policy definitions can be found on page 30.

Headings have been used for **your** guidance and do not form part of the contract.

To help **you** understand the cover provided **we** have added 'What is covered' and 'What is not covered'.

Under the heading 'What is covered' **we** give information on the insurance provided. This must be read with 'What is not covered', the Policy exclusions, the Policy conditions and the Section conditions at all times.

Under the heading 'What is not covered' **we** draw **your** attention to what is excluded from **your policy**.

Legal and regulatory advice and services included in your policy from **rradar**

Important information

Legal Advice Line service: Mon to Fri, 8am – 6pm (excluding public holidays)

Telephone: **0800 955 6111**

Email: contactus@rradar.com

24/7 Out of hours crisis line: **0800 955 6222**

rradar account dashboard: my.rradar.com

rradar website: www.rradar.com

(policyholders can log in to their **rradar** account from the website)

Please have your policy number and policy schedule available when you get in touch.



Legal regulatory and risk management advice included in your policy

rradar is a specialist litigation and commercial law firm that uses legal expertise and digital tools to proactively manage, advise and deliver business solutions to reduce business risk. **Your policy** gives **you** access to a wide range of business support and legal services from **rradar**.

By combining professional legal representation and specialist advisory services, **rradar's** team can answer **your** questions, educate **your** business, and assist with many legal and regulatory issues which **you** could face, including concerns regarding:

- **Human resources and employment**
- **Health and safety and environmental regulations**
- **Business related crime and regulation**
- **Tax**
- **Corporate governance**
- **Directors duties**
- **Commercial contracts**
- **Data protection and information law -**
- **Road traffic law**

How to access **rradar's** advisory services

Your insurance broker will send **your policy** details to **rradar** to be registered, this will include **your** email address.

When registered, **you** will receive an email from **rradar** requesting that **you** activate **your rradar** account by setting a password.

Once activated, **you** can access the **my.rradar** dashboard and launch all the digital tools and resources included under **your policy**.

If **you** have not received an activation email from **rradar** or **you** are unsure **your policy** has been registered by **your** insurance broker, please check by emailing contactus@rradar.com including **your policy** schedule or by calling **0800 955 6111**.

Legal advisory services under your policy

To access the digital tools under **your policy** please log in to **my.rradar.com**

rradarstation

Policyholders have unlimited 24/7 access to **rradarstation**, an online self-service website that provides policyholders with expert advice articles, answers to common legal questions, downloadable document and letter templates, checklists, videos and webinars.

Advice topics include employment and HR processes and procedures, business related crime and regulation, GDPR and data protection, health and safety information, tax and commercial and corporate guidance.

All written in straightforward everyday language, verified by **rradar's** legal teams, and designed to help manage and minimise legal risks. Policyholders can give unlimited numbers of users across their organisation permission to access and use this digital platform.

Within **rradarstation** sits **rradargrace**, the virtual legal assistant that provides answers to common legal questions, and can bring forward relevant templates and guidance from the resources within the **rradarstation** website. **rradargrace** can also connect users to an expert advisor if further detailed advice or support is required.

rradargrace

Available to download from the App store or Google Play Store.

rradargrace is also accessible as a mobile app, or **you** can talk directly to it from **your** web browser. Use **your rradar** account details to log on and get legal support on the go. Policyholders can give unlimited numbers of users across their organisation permission to access and use this digital tool.

rradargrace gives **you** quick and convenient access, provides answers to common legal questions and FAQ information and links to **rradarstation** website resources, all delivered to **your** smartphone or other device, wherever **you** are, whenever **you** need them.

rradarreport

Available to download from the App Store or Google Play Store.

rradarreport is the digital platform for recording major, minor and near miss incidents in **your** workplace and designed to help businesses document, manage and respond to health and safety risks across their organisation.

Policyholders and unlimited numbers of users across their organisation, with the appropriate level of permission, can access the 24/7 online system to view and accurately and quickly input the full circumstances of an incident, whether it is a near miss, a minor incident, or major incident that is reportable under RIDDOR.

Following the creation of a RIDDOR reportable/major incident record, the primary user, a person with RIDDOR responsibilities for **your** organisation, will be contacted by **rradar's** health and safety legal team who will advise on the major/reportable incident.

Incident information inputted into the system will provide graphical and statistical reports for incident trend analysis and help **you** spot health and safety spikes, allowing managers to take appropriate actions and limit future incidents occurring.

rradarrisk

Access to **rradarrisk** is via the Risk Analysis Tool tab on the **my.rradar** dashboard.

rradarrisk is an integrated analytics tool that creates a unique profile of **your** business, helps to highlight potential risks **you** could be exposed to, and includes easy to read risk level indicator charts and offers next step guidance to help **you** mitigate **your** risks before they become a problem.

Legal Advice Line service

Tel: **0800 955 6111**, Email: contactus@rradar.com
8am – 6pm Mon – Fri (excluding public holidays)



Policyholders can contact **rradar's** team of highly experienced specialist lawyers and advisors for proactive advice and next step guidance across a wide range of legal, business and operational sectors. These include guidance on issues relating to HR and employment, GDPR and data protection, Tax, Health and safety, business crime and regulation, corporate governance and more.

There is no limit to the number of times **you** can contact the Legal Advice Line service, neither is there a limit to the time it takes for the team to support **you**, so provided the advice is within the scope of the Legal Advice Line service, there are no billable charges.

Discussions and advice provided by the Legal Advice Line service are legally privileged meaning they are protected and confidential.

For services that fall outside the scope of the Legal Advice Line service, **rradar** will agree a clear fixed fee in advance. These services could include a detailed review of legal documents or the preparation of letters or emails to a third party or the drafting or production of documents.

Out of hours Legal Crisis Line:

Tel: 0800 955 6222 – available evenings, weekends and public holidays



If a business related crime or emergency occurs, policyholders can call the 24/7 Legal Crisis Line and speak directly to a specialist lawyer who will advise on how to best work with the police, Health and Safety Executive and all other investigation and regulatory bodies.

Crisis PR line:

Tel: 0800 955 6111 between 8am – 6pm, Mon - Fri and via the out of hours Legal Crisis Line telephone: 0800 955 6222 for critical PR support in difficult and challenging situations.



Legal representation for claims and investigations

Included in **your policy** is access to **rradar's** specialist legal teams and, cover permitting, this includes full legal representation for claims and investigations as the policy defines them.

Keeping you up to date

rradar can provide policyholders with regular updates on new digital tools, legal and regulatory blogs, regular email newsletters, webinar invites and more.

Making a claim

Please check **your** schedule of insurance and full **policy** wording on the cover, sums insured, limits, excesses, warranties, conditions, exclusions and extensions of cover purchased by **your** business. If **you** are unsure of any aspect of cover please contact **your** insurance broker in the first instance.

If notifying a claim, you or your insurance broker should email full details of the claim to: claims@rradar.com

Making a complaint

If **you** are not happy with the way in which a **claim** or any other matter has been dealt with, please follow the instructions within the “Making a complaint” page within the **policy**.

rradar Limited is a licensed body authorised and regulated by the Solicitors Regulation Authority (“SRA”) under licence number 608114. The regulations of the SRA, which is the regulatory body for solicitors in England and Wales, can be found at www.sra.org.uk. **rradar** (Scotland) Limited is a multi-national practice recognised and regulated by the Law Society of Scotland (“LSS”) under registration number 50480. The regulations of the LSS, which is the representative and regulatory body for regulated firms, for Scottish qualified solicitors, and for other regulated individuals, can be found at www.lawscot.org.uk.

Policy conditions

You must comply with the following conditions to have the full protection of **your policy**. If **you** do not comply then **we** may at **our** option take one or more of the following actions:

- 1 Cancel **your policy**
- 2 Declare **your policy** void (treating it as if it had never existed)
- 3 Change the terms of **your policy**
- 4 Refuse to deal with all or part of any **claim** or reduce the amount of **claim** payments.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us**.

Arbitration condition

If **we** agree to pay **your** claim and **you** disagree with the amount to be paid it may be referred to an arbitrator who is jointly appointed. Alternatively, depending on the size of **your** business, **you** may be able to refer **your** case to the Financial Ombudsman Service (FOS). In either case this will not affect **your** right to take legal action against **us** over this disagreement.

Cancellation condition

You may cancel **your policy** within 14 days of receiving **your policy** for the first **period of insurance** if for any reason **you** are dissatisfied or the **policy** does not meet **your** requirements.

Claims conditions

You and/or any **insured person** must reimburse **us** for any **defence costs** paid where it is later determined that there is no cover under this **policy**.

If a **claim** is made which is not completely covered by any section of this **policy**, **we** will do **our** best to agree with **you** or any **insured person** a fair allocation between **loss** (as defined in each section of the **policy**) that is covered and **loss** (as defined within each section of the **policy**) not covered by this **policy**.

Claims notification condition

You must:

- 1 as soon as possible within the **period of insurance** or where this is not possible, at the latest within 30 days after it expires
 - a give **us**, and the **crisis public relations consultants** where appropriate, notice of any **claim** under this **policy**, in accordance with the terms of each section
 - b give **us**, and the **crisis public relations consultants** where appropriate, all the information **we** request
- 2 immediately
 - a on receipt send **us** every letter, court order, summons or other legal documents served upon **you**
 - b tell **us** about any **investigation**, prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential **claim**, in accordance with the terms of each section

Policy conditions *continued*

- c unless agreed with **us** in writing, notify the police of any fraudulent or criminal activity upon discovery.

If **you** do not comply with this condition **we** have the right to refuse to pay **your claim**.

Claims procedures condition

- 1 **You** must take, or allow others to take, practical steps to minimise any **claim**.
- 2 At **your** expense **you** must provide **us** with
 - a full details in writing and any further information **we** may reasonably require
 - b any assistance to enable **us** to settle or defend a **claim**
 - c details of any other relevant insurances.
- 3 Full details of **your claim** must be provided to **rradar**. Unless otherwise agreed in writing by **us rradar** will handle **your claim**. **You** must not appoint other legal representation without **our** prior approval. Any costs incurred without **our** approval will not be met. Where **we** agree to **your** legal representation, other than **rradar**, the maximum following hourly rates shall apply:

Partner (at least 10 years post qualification experience) – £185 per hour,
Associate (at least 5 years post qualification experience) – £150 per hour,
Solicitor (under 5 years post qualification experience) – £115 per hour,
Paralegal – £90 per hour.

Where a **claim** is made against **you** and/or more than one **insured person**, unless there is a conflict of interest, the same legal representative should be used. If it is not possible to obtain **our** consent before incurring defence costs, **we** will agree to this providing **our** agreement is obtained within 14 days.

- 4 **You** must not accept, negotiate, pay, settle, admit or reject any **claim** without **our** prior written consent.
- 5 **We** have the right to fully participate in the defence of any **claim** including the negotiation of any settlement. **We** will also have the right to defend any **claim** made against **you**.
- 6 Where it is assessed by **us** and **your** legal representation that **you** have a greater than 60% prospect of success, **you** shall have the right to defend any **claim** made against **you** or any **insured person**.

If **you** do not comply with this condition **we** have the right to refuse to pay **your claim**.

Fair presentation of risk condition

You have a duty to make a fair presentation of the risk **you** wish to insure. This applies prior to the start of **your policy** and prior to each renewal. If **you** do not comply with this condition then

- 1 If failure to make a fair presentation of the risk is deliberate or reckless **we** can elect to make **your policy** void and keep the premium. This means treating the **policy** as if it had not existed and that **we** will not return **your** premiums, or

Policy conditions *continued*

- 2 If the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would not have provided cover had **you** made a fair presentation, then **we** can elect to make **your policy** void and return your premiums, or
- 3 If the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would have issued cover on different terms had **you** made a fair presentation of the risk **we** can:
 - a reduce proportionally any amount paid or payable in respect of any **claim** under **your policy** using the following formula. **We** will divide the premium actually charged by the premium **we** would have charged had **you** made a fair presentation and calculate this as a percentage. The same percentage figure will be applied to the full amount of the **claim** to arrive at the proportion of the **claim** to be paid or payable; and/or
 - b treat **your policy** as if it had included the different terms (other than payment of premium) that **we** would have imposed had **you** made a fair presentation
- 4 Where **we** elect to apply one of the above then
 - a if **we** elect to make **your policy** void, this will be from the start of the **policy** or from the date of renewal

- b **we** will apply the formula calculated by reference to the premium that would have been charged to **claims** from the start of the **policy** or from the date of renewal
 - c **we** will treat **your policy** as having different terms imposed from the start of the **policy** or from the renewal
- depending on when the failure to make a fair presentation occurs.

Fraud condition

If **you** or anyone acting for **you**:

- 1 knowingly makes an exaggerated **claim** under **your policy**
- 2 knowingly makes a false statement in support of a **claim** whether or not the **claim** itself is genuine or
- 3 knowingly submit a false or forged document in support of a **claim** whether or not the **claim** itself is genuine,

we will:

- a refuse to pay the **claim**
- b declare **your policy** void from the date of the fraudulent act without any return of premiums.

We may also inform the police of the circumstances.

Instalments condition

If **you** fail to pay a premium instalment to **us** on the due date, this will result in the Employment practices liability and Charity, clubs and associations legal liability sections being cancelled from the date the missed instalment was due. **You** will not be entitled to any return of premium where this happens.

If a **claim** has been made or there has been any **circumstance** during the current **period of insurance** the annual premium remains due in full.

Law applicable to this policy

You and **we** can choose the law which applies to this **policy**. **We** propose that the Law of England and Wales apply. Unless **we** and **you** agree otherwise, the Law of England and Wales will apply to this **policy**.

Notification of potential claims

You may give **us** notice of any **circumstance** which might lead to a **claim** under this **policy** giving reasons for the expectation and including full details of the people and dates involved.

Where **we** accept the **circumstance** any future **claim** and/or **investigation** shall be deemed to have been made in the **period of insurance** in which the **circumstance** was first made.

Sanctions Condition

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of **your policy** that **we** will not provide cover, or pay any **claim** and/or **investigation** or provide any benefit under **your policy** to the extent that the provision of such cover, payment of such **claim** and/or **investigation** or provision of such benefit would expose **us**, or **our** parent, Subsidiary or any other AXA group member company to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America or any other territory.

Subrogation (our rights) condition

We will be entitled to undertake in **your** name or on **your** behalf steps to enforce rights against any other party before or after payment is made by **us**.

Third party rights condition

The rights of this contract will not be enforceable by any party other than **you** or **us** because of the Contract (Rights of Third Parties) Act 1999.

Policy exclusions

Your policy is subject to exclusions and these tell **you** what is not covered.

The Policy exclusions are set out below and apply to **your policy** as a whole. There are also specific exclusions under each section of cover under the heading 'What is not covered'.

Bodily injury or property damage exclusion

We will not cover any **claim, loss** (as defined in each section of the **policy**) or **investigation**:

- 1 for psychological or emotional distress other than an **employment practice claim**
- 2 for sickness, disease, bodily injury or death other than a **safety legislation claim** or **manslaughter claim**
- 3 for the loss, damage or destruction of any tangible property, electronic systems or data including loss of use of that property

unless arising directly from **your** breach of a duty of care for advice provided. Cover shall apply solely in excess of any other insurance policy available to **you** or any **insured person**.

Defined benefit pension schemes exclusion

We will not cover any **claim, loss** (as defined in each section of the **policy**) or **investigation** caused by:

- 1 an **insured person's** operation or administration of any defined benefit pension scheme

- 2 an **insured person's** breach of any legislation or regulation relating to any defined benefit pension scheme.

Excess exclusion

We will not pay the **excess** detailed in **your policy** schedule (under each section of cover).

Prior claims, investigations and circumstances exclusion

We will not cover any **loss** (as defined in each section of the **policy**) or **investigation** caused by any **claim, investigation** or **circumstance** which **you** were aware of before the start of the **period of insurance**.

Prior litigation exclusion

We will not cover any **claim, loss** (as defined in each section of the **policy**) or **investigation** caused by any previous or known litigation or proceedings (including allegations from the same or essentially the same facts) involving an **insured person, you** or an **outside company** started before the date of **your** first purchase of Trustees liability insurance.

Takeovers and mergers exclusion

We will not cover any **loss** (as defined in each section of the **policy**) or **investigation** caused by any **claim** for a **wrongful act** after **you** merge or consolidate with another charity, club or association.

Policy extensions

Extended claims notification period cover

Your schedule will show if **you** have this cover.

If **we** or **you** refuse to renew the **policy** for any reason other than nonpayment of premium or insolvency, **you** may purchase an extended claims notification period of 12 months upon payment of 50% of the full **policy** annual premium.

This extended notification period is only available if:

- 1 **we** receive **your** written notice of purchase within 30 days following the end of the **period of insurance**; and
- 2 the **policy** is not replaced by any other policy; and
- 3 at the end of the **period of insurance**, **you** have not merged with another charity, club or association.

If **we** offer renewal terms, conditions, **limits of liability** or premiums that are different from those of the expiring **policy**, this does not mean a refusal to renew.

Condition of the cover

Where **you** have taken this cover the policy Claims notification condition on page 8, is deleted and replaced with the following:

You must:

- 1 as soon as possible within the extended notification period
 - a give **us** notice of any **claim** under this **policy**, in accordance with the terms of each section

- b give **us** all the information **we** request
- 2 immediately
 - a on receipt send **us** every letter, court order, summons or other legal documents served upon **you**
 - b tell **us** about any **investigation**, prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential **claim**, in accordance with the terms of each section
 - c notify the police of any fraudulent or criminal activity upon discovery.

If **you** do not comply with this condition **we** have the right to refuse to pay **your claim**. **We** will not refund any premium to **you** if **you** cancel the extended notification period before it ends.

Trustees' liability section

Contents of this section

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What is covered	14
Optional section extension of cover	17
What is not covered	17
Section conditions	18

You schedule will show if this section is covered.

Meanings of defined terms

You can find the meanings for words in bold blue on page 30. There are some words that may only appear in this section or are defined differently. **You** can find the meanings to the defined terms for this section on page 35.

Limit of cover

The most **we** will pay for any one **claim** including **defence costs** and/or **investigation costs** is the **limit of liability**.

✓ What is covered

Additional limit for non-indemnifiable loss

Where the **limit of liability** has been exhausted, the **limit of liability** shall be increased by £100,000 per **claim** and/or **investigation** for each **insured person** provided that such limit shall be excess of:

- 1 any other available insurance
- 2 any other available indemnity.

Bail costs cover

We will pay on behalf of any **insured person bail costs** caused by a **claim** for a **wrongful act**.

Brexit cover

We will pay for any **insured person's loss** caused by a **claim** for a **wrongful act** in connection with the withdrawal of the United Kingdom from the European Union.

Circumstance investigation cover

We will pay the costs of **rradar** legal in the **investigation** of any **circumstance** reported to **us** during the **period of insurance** including the steps that might be appropriate to avert or reduce the potential of a **claim**.

The most **we** will pay for all **circumstance investigation claims** in any one **period of insurance** is £50,000.

Claims against an insured person cover

We will pay the **loss** incurred by any **insured person** caused by a **claim** for a **wrongful act**.

Company reimbursement cover

We will pay for the **loss** which **you** are legally allowed to pay on behalf of an **insured person** caused by a **claim** for a **wrongful act**.

Compensation for court attendance cover

We will pay **you** at the rate of £250 per day for each **insured person** and any accompanying husband, wife, civil or unmarried partner provided such **insured person's** attendance is needed in court in connection with any **claim** or investigation.

Crisis public relations costs cover

We will pay **crisis public relations costs** for any **insured person** caused by a **claim** for a **wrongful act**.

Deprivation of assets cover

We shall pay the **loss** of any **insured person** for **deprivation of asset expenses**.

The most **we** will pay under this cover is £100,000 for any one **claim**. This is also the most **we** will pay for all **deprivation of asset claims** in any one **period of insurance**.

Directors'/trustees' personal tax cover

We will pay the **defence costs** of any director or trustee in a personal tax investigation where **rradar** have assessed that such **defence costs** will prevent or mitigate a **claim** against **you** or an **insured person**.

The most **we** will pay under this cover is £25,000 for any one **claim**. This is also the most **we** will pay for all personal **tax investigation claims** in any one **period of insurance**. **Defence costs** are solely restricted to the costs of **rradar**.

Employment practice claims cover

We will pay for the loss caused by an **employment practice claim** during the **period of insurance** brought by a current, former or potential **employed person**.

This cover does not apply if the **insured person** is covered under the Employment practices liability section of this **policy**.

Extradition proceedings cover

We will pay, for any **insured person**, the **loss** caused by any **extradition proceedings** against any **insured person** during the **period of insurance** caused by a **claim** for any **wrongful act**.

Insolvency hearing costs cover

We will pay the **insolvency hearing costs** of any **insured person**.

The most **we** will pay under this cover is £25,000 any one **claim**. This is also the most **we** will pay for all **insolvency hearing costs claims** in any one **period of insurance**.

Investigation costs cover

We will pay the **investigation costs** caused by an **investigation** first notified as being required during the **period of insurance**.

Manslaughter claims cover

We will pay for the **defence costs** which **you** are legally allowed to pay on behalf of an **insured person** caused by a **manslaughter claim** against an **insured person** for a **wrongful act**.

Outside company cover

We will pay for the **loss** incurred by any **insured person** for any **wrongful act** within the **policy territories** carried out in their role as a trustee, director or officer of an **outside company**.

Provided that the **insured person** acts in that role at **your** written request and the **claim** does not arise from a **wrongful act** carried out after the **insured person** stopped acting in this role. **We** will only pay after any cover provided by the **outside company** to its trustees, directors or officers and any other insurance available to its trustees, directors and officers has been used.

Pension/employee benefit schemes cover

We will pay for the **loss** caused by a **claim** for a **wrongful act** in connection with an **insured person's** operation or administration of any of **your** pension schemes (other than a defined benefit scheme), employee benefit schemes or trust funds.

Personal charity/Not for profit association cover

We will pay for the **loss** incurred by any **insured person** for any **wrongful act** within the **policy territories** carried out in their role in a personal capacity as a director or officer of a charity or any not for profit organisation.

Pollution claims cover

We will pay for the **loss** arising from **pollution** caused by a **claim** for any **wrongful act**.

Retired trustees cover

In the event that this **policy** is not renewed or replaced with a similar policy, cover will continue for any **insured person** who voluntarily stops being a trustee before the date of non-renewal for reasons other than:

- 1 disqualification from holding such a position; or
- 2 a take-over or merger,

for an unlimited period from the date of non renewal (the "run-off period"), provided that:

- a cover will only apply to **claims** caused by any **wrongful act** carried out or alleged before the date of retirement of the **insured person**

- b the run-off period will run at the same time as any extended notification period
- c no similar insurance is in place elsewhere.

Safety legislation claims cover

We will pay for the **defence costs** which **you** are legally allowed to pay on behalf of an **insured person** caused by a **safety legislation claim** (or similar legislation in any other jurisdiction) against an **insured person** for a **wrongful act**.

Tax cover

If **you** become insolvent, this section will extend to pay for any **claim** against an **insured person** alleging a **wrongful act** relating to **your** unpaid tax liability within the **policy territories**.

Optional section extension of cover

Takeovers and mergers extension of cover

Your policy schedule will show if **you** have this cover.

If during the **period of insurance you** merge with another charity, club or association **you** may on payment of an additional premium, of 200% of the annual policy premium, request that this section continue in force for a period of 72 months from the expiry date of the current **period of insurance**.

This extension only applies to **claims** caused by any **wrongful act** carried out or alleged before the date of the takeover or merger.

x What is not covered

Deliberate or dishonest acts exclusion

We will not cover any **claim, loss** or **investigation** caused by:

- 1 a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation carried out by any **insured person**
- 2 an act by any **insured person** intended to obtain or which does obtain a personal profit or advantage which was not legally theirs
- 3 an act intended to obtain or which does obtain a profit for any company other than **you** where an **insured person** is a director, officer or employee of that company.

This exclusion will only apply after a court ruling or an admission by an **insured person** that such an act did take place.

Related party claims in the United States of America exclusion

We will not cover any **claim, loss** or **investigation** caused by any **claim** brought by **you**, an **outside company** or an **insured person** within or subject to the laws of the United States of America.

This exclusion will not apply to:

- 1 **defence costs**
- 2 any shareholder derivative proceedings in **your** name without **you** or any **insured person's** solicitation, assistance or participation
- 3 any **claim** brought by **you** liquidator, receiver or administrative receiver or similar body

- 4 any **employment practices claim**
- 5 any **claim** made by a previously **insured person** of **yours**
- 6 any **claim** seeking a contribution or indemnity if that **claim** would be covered by this section if made against an **insured person**.

Specific United States of America legislation exclusion

We will not cover any **claim**, **loss** or **investigation** caused by the following legislation in the United States of America:

- 1 any breach of the Racketeer Influenced and Corrupt Organizations Act 18 USC Sections 1961 et seq., any amendments to this Act or any rules or regulations made under it
- 2 any breach of the Securities Act of 1933 or the Securities Exchange Act of 1934, both as amended, the rules or regulations of the Securities Exchange Commission under either or both Acts, similar securities laws or regulations of any state, or any laws of any state relating to any transaction caused by, involving or relating to the sale of securities
- 3 any breach of the Employment Retirement Income Security Act of 1974 as amended, or any rules or regulations made under it, or similar provisions of any federal, state or local law.

Section conditions

The Policy conditions all apply equally to each **insured person** and to **you** other than:

Fair presentation of risk condition

The policy condition, Fair presentation of risk condition on page 9 will only apply under this section to an **insured person** who had knowledge of a misstatement or omission before the **period of insurance** that could affect the terms and/or conditions of this **policy**.

In these circumstances **we** waive **our** right to cancel the **policy** on the grounds of non-disclosure, fair presentation of risk or fraud.

Severability condition

All information which any **insured person** provided before **we** agreed to insure **you** will be considered as a separate application for each **insured person**.

The knowledge of or any statement made by any **insured person** will not be applied to any other **insured person** for the purposes of deciding whether cover is available for any **claim**.

Only statements made (whether in the Proposal or otherwise) and information possessed by any Trustee, Finance Director, Chief Executive, Human Resources Director, Managing Director or Chairman of **you** or any other person authorised by **you** to make statements on behalf of **you** shall be attributed to **you** in determining whether cover applies under **your policy**.

Employment practices liability section

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You schedule will show if this section is covered.

Meanings of defined terms

You can find the meanings for words in bold blue on page 30. There are some words that may only appear in this section or are defined differently. **You** can find the meanings to the defined terms for this section on page 36.

Limit of cover

The most **we** will pay for any one **claim** including **defence costs** and/or **investigation costs** is the **limit of liability**.

✓ What is covered

Claims by employees cover

We will pay for **you** or any **insured person's loss** caused by a **claim** by an **employed person** alleging an **employment practice wrongful act**.

The **excess** will not apply to any **claim** brought only against an **insured person**.

Claims by others cover

We will pay for **you** or any **insured person's loss** caused by a **claim** by anyone other than an **employed person** alleging an **employment practice wrongful act**.

Compensation for court attendance cover

We will pay **you** at the rate of £250 per day for each **insured person** and any accompanying husband, wife, civil or unmarried partner provided such **insured person's** attendance is needed in court in connection with any **claim** or **investigation**.

Investigation costs cover

We will pay for **your** or any **insured person's investigation costs** caused by an **investigation** first notified as being required during the **period of insurance**.

The **excess** will not apply to any **investigation** that only involves an **insured person**.

Outside company cover

We will pay for the **loss** incurred by any **insured person** for any **employment practice wrongful act** carried out by an **insured person** in their role as an **employed person** of an **outside company**.

As long as the **insured person** acts in that role at **your** written request and the **claim** does not arise from a **wrongful act** carried out after the **insured person** stopped acting in this role.

We will only pay after any cover provided by the **outside company** to its trustees, directors or officers and any other insurance available to its trustees, directors and officers has been used.

x What is not covered

Claims outside of the United Kingdom exclusion

We will not cover any **claim, loss** or **investigation** caused by any **Employment practice claim** outside of the United Kingdom.

Collective bargaining agreements exclusion

We will not cover any **claim** caused by **your** failure to act in accordance with any collective bargaining agreement other than:

- 1 allegations of **retaliatory treatment**
- 2 **defence costs** and/or **investigation costs**.

Contractual payments exclusion

We will not cover any **claim** caused by **your** failure to pay any amount **you** must pay under contract to an **employed person**.

This includes but is not limited to:

- 1 payments for notice periods (contractual or statutory); or
- 2 any breach of any minimum wage requirements.

This exclusion does not apply to **defence costs** and/or **investigation costs**.

Deliberate and dishonest acts exclusion

We will not cover any deliberate breach of employment regulation, deliberately not following the advice provided by the employment helpline or other solicitor/human resources advisor, or any other dishonest or fraudulent act carried out by **you** or any **insured person**.

Legal requirements exclusion

We will not cover any **claim, loss** or **investigation** caused by **your** legal duties in relation to **your**:

- 1 health and safety requirements
- 2 payment of unemployment benefits
- 3 payment of social security benefits

- 4 payment of retirement benefits
- 5 payment of disability benefits.

This exclusion does not apply to **defence costs** for any **claim** caused by **retaliatory treatment**.

Non-compensatory payments exclusion

We will not cover any **claim**, **loss** or **investigation** caused by:

- 1 the failure to pay for anyone else's liability which **you** must legally take on under any contract or agreement. This does not apply to any **claim** that would have happened without such contract or agreement
- 2 any non-financial order
- 3 any amount for the costs of agreeing or refusing to agree with a court or other order for the reinstatement of an **employed person** other than basic salary from the original date of dismissal to the date of court or other order.

This exclusion does not apply to **defence costs** and/or **investigation costs**.

Pension rights exclusion

We will not cover any **claim** caused by:

- 1 any **employed person's** loss of any right or benefit under any pension scheme, private health insurance or other employee benefit scheme
- 2 the operation or administration of any pension or employee benefit scheme or trust fund
- 3 **your** breach of any legislation or regulation related to these activities.

This exclusion does not apply to **defence costs** and/or **investigation costs**.

Protective award exclusion

We will not cover any **loss** caused by any **claim** related to **your** failure to comply with the duty to consult requirements related to a redundancy situation under Sections 188 to 192 Trade Union and Labour Relations (Consolidation) Act 1992. This exclusion does not apply to **defence costs**.

Tax exclusion

We will not cover any **claim** caused by **your** failure to pay taxes. This exclusion does not apply to **defence costs** and/or **investigation costs**.

Trade Union membership exclusion

We will not cover any **claim** caused by membership or non-membership of any trade union or similar organisation other than:

- 1 allegations of **retaliatory treatment**
- 2 **defence costs** and/or **investigation costs**.

Transfer of Undertakings Exclusion

We will not cover any **loss** caused by any **claim**:

- 1 Brought against **you** under the Transfer of Undertakings (Protection of Employment) Regulations 2006:
- 2 Brought against a third party but which **you** could be liable for under the Transfer of Undertakings (Protection of Employment) Regulations 2006:
- 3 For an **Employment practice wrongful act** which occurred prior to a TUPE transfer of an **employed person** to **you**.

This exclusion does not apply to **defence costs**.

Section conditions

The Policy conditions all apply equally to each **insured person** and to **you** other than:

Fair presentation of risk condition

The policy condition, Fair presentation of risk condition shown on page 9 will only apply under this section to an **insured person** who had knowledge of a misstatement or omission before the **period of insurance** that could affect the terms and/or conditions of this **policy**.

Severability condition

All information which any **insured person** provided before **we** agreed to insure **you** will be considered as a separate application for each **insured person**.

The knowledge of or any statement made by any **insured person** will not be applied to any other **insured person** for the purposes of deciding whether cover is available for any **claim**.

With respect to any claim made against **you**. Only statements made (whether in the Proposal or otherwise) and information possessed by any Trustee, Finance Director, Chief Executive, Human Resources Director, Managing Director or Chairman of **you** or any other person authorised to make statements on behalf of **you** shall be attributed to **you** in determining whether cover applies under **your policy**.

Charity, clubs and associations legal liability section

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Your schedule will show if this section is covered.

Meanings of defined terms

You can find the meanings for words in bold blue on page 30. There are some words that may only appear in this section or are defined differently. **You** can find the meanings to the defined terms for this section on page 37.

Limit of cover

The most **we** will pay for any one **claim** including **defence costs** and/or **investigation costs** is the **limit of liability**.

Each **claim** will be treated as made when **we** receive written notice of the **claim**. **Investigation costs** will be treated as made when **your** or an **insured person's** attendance is notified as being required.

✓ What is covered

Breach of data protection cover

We will pay for **your loss** following a breach of data protection law.

Brexit cover

We will pay **your loss** caused by a **claim** for any **wrongful act** in connection with the withdrawal of the United Kingdom from the European Union.

Civil liability and professional negligence cover

We will pay for **your loss** caused by any **claim** made against **you** for any actual or alleged civil liability or professional negligence.

Compensation for court attendance cover

We will pay **you** at the rate of £250 per day for each **insured person** and any accompanying husband, wife, civil or unmarried partner provided such **insured person's** attendance is needed in court in connection with any **claim** or **investigation**.

Contractual liability cover

We will pay **your defence costs** caused by any contractual liability **claim**. The most **we** will pay under this cover is £100,000 for any one **claim**. This is also the most **we** will pay for all contractual liability **claims** in any one **period of insurance**.

Crisis public relations costs cover

We will pay **crisis public relations costs** caused by any **claim** made against **you** for a **wrongful act**.

Data protection breach cover

We will pay the costs of **rradar** legal in contacting **your** customers and suppliers as legally required following a data protection breach.

The most **we** will pay for this cover is £100,000 for any one **claim**.

Employee dishonesty cover

We will pay for **your** direct financial loss caused by the dishonesty of an **employed person** discovered during the **period of insurance**.

Provided that there was a clear intention to cause **you** financial loss or damage and for that person to obtain a financial gain other than salary, bonus or commission.

The most **we** will pay under this cover is £100,000 for any one **claim**. This is also the most we will pay for all Employee dishonesty claims in any one **period of insurance**.

Identity fraud cover

We will pay for **your loss** resulting from **identity fraud**.

Investigation costs cover

Pre-investigation cover is available via **rradar** helpline page 4.

We will pay for **your investigation costs** caused by an **investigation** against **you** which **you** first notified as being required during the **period of insurance**.

Judicial review cover

We will pay for **your loss** caused by any **claim** and/or **investigation** made against **you** as a result of a judicial review (as defined in the civil procedure rules).

Loss of documents cover

We will pay the costs of replacing or restoring any document, data or information lost, damaged or destroyed whilst in **your** possession (save for where any document, data or information loss, destruction or damage is caused by a **cyber act**) during the **period of insurance**.

The most **we** will pay under this cover is £100,000 for any one **claim**. This is also the most **we** will pay for all loss of documents **claims** in any one **period of insurance**.

Manslaughter claims cover

We will pay for **your defence costs** caused by a **manslaughter claim** made against **you** for a **wrongful act**.

Mitigation of loss cover

We will pay **your** costs and expenses incurred with **our** written consent to take action to mitigate a **loss** or potential **loss** or **claim**.

The most **we** will pay under this cover is £50,000 for any one **claim**. This is also the most **we** will pay for all mitigation of loss **claims** in any one **period of insurance**.

Negative social media crisis public relations costs cover

We will pay **crisis public relations costs** necessary to mitigate the adverse effect or potentially adverse effect to **your** reputation following any sustained negative publicity in relation to **your** business activities or practices that is posted on any internet based platform or social media website.

The most **we** will pay for all **negative social media public relations costs** in any one **period of insurance** is £25,000.

Other wrongful acts cover

We will pay for **your loss** caused by any **claim** made against **you** for a **wrongful act**.

Pension/employee benefit schemes cover

We will pay for **your loss** caused by any **claim** made against **you** for a **wrongful act** in connection with **your** operation or administration of any pension or employee benefit scheme or trust fund.

Pollution claims clean up costs cover

We will pay **your** loss for **pollution clean up costs** for any **claim** and/or **investigation** made against **you**. The most **we** will pay under this cover is £25,000

for any one **claim**. This is also the most **we** will pay for all **pollution clean up costs claims** in any one **period of insurance**.

Pollution claims cover

We will pay for **your defence costs** caused by any **claim** made against **you** for a **wrongful act** in connection with **pollution**. The most **we** will pay under this cover is £100,000 for any one **claim**. This is also the most **we** will pay for all **claims**, made against **you** for a **wrongful act** in connection with **pollution**, in any one **period of insurance**.

Regulatory mitigation cover

We will pay **your regulatory mitigation costs** for any regulatory self reporting.

Safety legislation claims cover

We will pay for **your defence costs** caused by a **safety legislation claim** made against **you** for a **wrongful act**.

Tax cover

We will pay for **your defence costs** caused by a **claim** for breach of any tax law, act or regulations.

Tax investigation cover

We will pay **your defence costs** for any **tax investigation**.

Telephone fraud cover

We will pay **your** direct financial loss discovered during the **period of insurance** caused by **telephone fraud**. The most **we** will pay under this cover is £10,000. This is also the most **we** will pay for all **telephone fraud claims** in any one **period of insurance**.

Third party electronic funds transfer cover

We will pay for **your** direct financial loss caused by the dishonesty of any third party accessing **your** computer systems and transferring funds with the intention of obtaining an improper financial gain.

The most **we** will pay under this cover is £10,000 for any one **claim**. This is also the most **we** will pay for all third party electronic fund transfer claims in any one **period of insurance**.

Third party fraud or forgery cover

We will pay **your** direct financial loss discovered during the **period of insurance** caused by **third party fraud or forgery**.

The most **we** will pay under this cover is £10,000. This is also the most **we** will pay for all **third party fraud or forgery claims** in any one **period of insurance**.

Section extensions

Legal pursuit extension

This extension attaches to and forms part of **your policy** and is subject to the policy conditions, exclusions and defined terms:

The cover

Aggregate limit of liability: £25,000
unless otherwise stated excess: £2,500
each and every **claim**

We will provide cover up to the **aggregate limit of liability** in any one **period of insurance** and subject to the **excess** stated provided that:

- 1 the **date of occurrence** happens during the **period of insurance** and occurs within the **policy territories** in connection to **your** business;

- 2 any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **policy territories**; and
- 3 all cover provided by this Legal pursuit extension relates solely to costs incurred by **rradar** legal.

Contract disputes and debt recovery cover

rradar legal will negotiate **your** legal rights in a contractual dispute entered into by **you** or on **your** behalf for the purchase, hire, sale or provision of goods, services or the lease, licence or tenancy of land or buildings.

Provided that:

- 1 the amount in dispute exceeds £500
- 2 any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the **policy territories** and
- 3 all cover provided by this Legal pursuit extension relates solely to costs incurred by **rradar** legal.
- 4 if the premium is payable on instalments, the instalments due and payable at the time of making the **claim** exceed £500
- 5 if the dispute relates to money owed to **you**, a **claim** is notified to **rradar** legal within 90 days of the money becoming due and payable.

Restrictive covenant cover

rradar will negotiate **your** legal rights in pursuing:

- 1 an undertaking or injunction against a former employee alleging breach of their **restrictive covenant** or **confidentiality clause**.
- 2 damages for breach of **restrictive covenant** or **confidentiality clause**.

Trespass, nuisance, person removal and property damage cover

rradar will negotiate for **your** legal rights in any dispute relating to **your** property, arising from nuisance, the need to remove any trespassing persons or damage to **your** property.

Additional exclusions applicable to Legal pursuit extension

We will not pay for:

- 1 any **excess** shown
- 2 any **claim** relating to:
 - a settlement payable under an insurance policy or loan, mortgage, pension, investment or borrowing;
 - b any dispute arising or relating to the renewal of a lease or tenancy agreement or rent review
- 3 the recovery of money and the interest due from another party other than disputes where the other party intimates that a defence exists
- 4 any **claim**, that in the opinion of **rradar** legal, has less than a 51% prospect of success
- 5 costs incurred before **rradar** legal have agreed to such costs being incurred.

Additional definitions applicable to Legal pursuit extension

Confidentiality clause

A term in **your** employment contract restricting the use of **your** information or trade secrets gained in the normal course of business.

Date of occurrence for contract disputes

The date of occurrence is when **you** or an **insured person** could reasonably be expected to become aware of the breach of contract.

Policy territories

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Aggregate limit of liability

The most **we** pay in total in any one **period of insurance** in respect of all **claims** made during the **period of insurance**.

Claim(s)

The costs of **rradar** advice and support in pursuing **your** legal rights under the terms and conditions of this Legal pursuit extension.

rradar	
	rradar Limited 13 Waterside Business Park Livingstone Road Hessle HU13 0EG Company registration number: 07738271

Restrictive covenant

An express term in **your** employment contract preventing an ex-employee acting in a manner that prejudices **your** business interests by:

- 1 competing with **you**
- 2 soliciting business from **your** customers
- 3 dealing with **your** customers
- 4 attempting to employ **your** employees for a reasonable time after leaving **your** employment.

x What is not covered

Claims outside of the policy territories exclusion

We will not cover any **loss** or **investigation** caused by any **claim** outside the **policy territories**.

Cyber act and loss of computer system exclusion

We will not cover any **claim**, **loss** or **investigation** caused by:

- 1 a **cyber act**
- 2 use of, inability to use, or partial or total unavailability or failure of any **computer system** provided the **computer system** is owned or controlled by **you** or on **your** behalf
- 3 any failure or interruption of service provided
 - a to **you** or any part acting on **your** behalf by an internet service provider, telecommunications provider or cloud provider but not including the hosting of hardware or software owned by **you**
 - b by any utility provider, but only where such failure or interruption of service impacts a **computer system** owned or controlled by **you** or any party acting on **your** behalf.

Defective workmanship exclusion

We will not cover any contractual liability or other wrongful acts claim caused by **your** actual or alleged defective workmanship.

Deliberate or dishonest acts exclusion

We will not cover any **claim**, **loss** or **investigation** caused by:

- 1 a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation carried out by any **insured person** acting for **you**. This exclusion does not apply to any regulatory self reporting
- 2 an act by any **insured person** intended to obtain or which does obtain a personal profit or advantage which was not legally theirs other than a claim under the employee dishonesty, telephone fraud, third party fraud or forgery or third party electronic funds transfer cover
- 3 an act intended to obtain or which does obtain a profit for any company other than **you** where an **insured person** is a director, officer or employee of that company.

Employment exclusion

We will not cover any **claim**, **loss** or **investigation** caused by any **employment practice claim**.

Employee dishonesty, telephone fraud, third party fraud or forgery and third party funds transfer exclusion

We will not cover any **claim**, **loss** or **investigation** caused by employee dishonesty or third party funds transfer in relation to:

- 1 any accounting or arithmetical error, omission or unexplained shortage
- 2 any default on a credit or other loan agreement
- 3 any loss of interest, loss of profit or any other indirect financial loss.

We will also not cover **your** costs of establishing the amount of **your** direct financial loss.

Failure to fund pension, share ownership or employee benefit schemes exclusion

We will not cover any **claim, loss** or **investigation** caused by **your** failure to fund any pension, share ownership employee benefit or any other similar scheme.

Products liability exclusion

We will not cover any **claim, loss** or **investigation** caused by the sale, manufacture, installation or supply of any of **your products**. This exclusion does not apply to any **investigation costs cover** and/or criminal/regulatory proceeding.

Virus exclusion

Other than as provided by **cyber liability** cover, **we** will not cover any **claim, loss** or **investigation** caused by the transmission or receipt of a **virus or similar mechanism**.

Section condition

Severability condition

Only statements made (whether in the Proposal or otherwise) and information possessed by any Trustee, Finance Director, Chief Executive, Human Resources Director, Managing Director or Chairman of the charity or association or any other person authorised by **you** to make statements or complete the proposal shall be attributed to **you** in determining whether cover applies under **your policy**.

Meanings of defined terms

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Meanings which apply to the Employment practices liability section	36
Meanings which apply to the Charities, clubs and associations legal liability section	37

Meanings which apply to the whole policy

These meanings apply throughout **your policy**. If a word or phrase has a defined meaning, it will be highlighted in bold blue print and will have the same meaning wherever it is used.

Bail costs

Costs agreed with **us**, to pay for a bond to guarantee an **insured person's** bail or equivalent in another country as required by a court of law.

Circumstance

- 1 Any verbal or written complaint made against **you** or an **insured person** that could give rise to a **claim**. This does not include any routine employment disciplinary action or dismissal.
- 2 Any non-routine regulatory intervention, serious accident or near miss likely to give rise to a **claim** and/or **investigation**.

Claim

Any written demand or civil, criminal, arbitration or regulatory proceeding first made against **you** or an **insured person** during the **period of insurance**:

- 1 seeking monetary damages
- 2 seeking a penalty or other legal action and alleging a **wrongful act**
- 3 alleging an **employment practice wrongful act**. Any claims involving the same or essentially the same facts shall be treated as one claim.

Meanings of defined terms *continued*

Crisis public relations consultants

Specialist crisis public relations consultants as appointed in writing by **rradar** legal or **us**.

Crisis public relations costs

Costs incurred by the **crisis public relations consultants** following a **claim** and/or **investigation** to prevent, limit or reduce the actual or potential damage to **your** or any **insured person's** reputation from negative publicity or media attention.

Defence costs

Costs agreed with **us**, in writing, to:

- 1 investigate or defend any **claim**
- 2 fund an appeal against a ruling or judgement (including payment of an appeal bond).

Employed person

Anyone:

- 1 under a contract of service or apprenticeship with **you** or a worker as defined in Section 230 of the Employment Rights Act 1996
- 2 who is
 - a employed by **you** or for **you** on a labour only basis
 - b hired to **you** or borrowed by **you** from another employer
 - c a voluntary helper or someone taking part in a work experience or training scheme.and under **your** control or supervision.

Employment practice claim

- 1 any **claim** by any **employed person** for any actual or alleged:
 - a wrongful, unfair or constructive dismissal, discharge or termination of employment
 - b breach of written or implied contract
 - c employment related misrepresentation, wrongful denial of a career opportunity, failure to grant employment or negligent employee evaluation
 - d harassment, unlawful discrimination or failure to provide adequate employee procedures and policies
 - e **retaliatory treatment**
 - f defamation or invasion of privacy
- 2 any other **claim** happening only as a result of **you** employing any current, former or prospective **employed person**.

Employment practice wrongful act

- 1 any actual or alleged act, conduct, error or omission carried out or attempted by **you**, an **insured person** or a third party where **you** are held to be legally responsible for any actual or alleged:
 - a wrongful, unfair or constructive dismissal, termination of employment
 - b breach of written or implied contract
 - c employment related misrepresentation, wrongful denial of a career opportunity, failure to grant employment or negligent employee evaluation

Meanings of defined terms *continued*

d harassment, unlawful discrimination or failure to provide adequate employee procedures and policies

e **retaliatory treatment**

f defamation or invasion of privacy

2 any other **claim** happening only as a result of **you** employing any current, former or prospective **employed person**.

Employment related benefits

Any payment to an **insured person** as well as normal salary including:

- 1 payments made or due (including options to purchase, acquire or sell) under a share option
- 2 pension scheme or other employee benefit program incentive or deferred salary.

Excess

The first amount of any **claim** or **claims** as detailed in **your policy** schedule for which **you** are responsible. The excess applies to **loss** (as defined in each section of the **policy**), **crisis public relation costs**, **defence costs** and **investigation costs**, however the excess will only be charged at the end of each **claim** and/or **investigation**.

Extradition proceeding

Any **claim** or proceeding brought against an **insured person** under United Kingdom extradition law or similar law in any other country.

Insolvency hearing clause

Costs incurred by **rradar** in any **insured person's defence costs** in any official investigation into **your** or an **insured person's** affairs following **your** insolvency or administration.

Insured person

- 1 Any person who was, is, or during the **period of insurance** becomes a trustee, director, member or officer of **yours**.
- 2 Any natural person acting in the capacity as a trustee of **yours** (not including any administrator, liquidator, receiver or auditor).
- 3 Any shadow director as defined under United Kingdom law or similar legislation in any other country.
- 4 Any **employed person** of **yours**.
- 5 Any trustee of any pension or employee benefit scheme or trust fund operated or administered by **you**.
- 6 The lawful husband, wife, civil or unmarried partner of an insured person described in 1 to 5 above, only because of their relationship, following a **claim** against the insured person.
- 7 The estates, heirs or legal representatives of any insured person above who has died or become incapacitated, insolvent or bankrupt but only in relation to a **claim** against the insured person.

Meanings of defined terms *continued*

Investigation

Other than investigations by HMRC, any official hearing, investigation, examination, official enquiry or enquiry into **you** or an **insured person's** business carried out by any government department, regulator or third party with legal rights to do so.

For HMRC investigations, investigation is restricted to those enquiries undertaken by the Special Civil Investigations Office under Code of Practice 8 or Code of Practice 9, an enquiry held under section 60 or 61 of the VAT Act 1994 or any matters handled by the National Investigations Service of HMRC.

Investigation does not include any routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation into the business activities of **your** industry which is not related only to **you** or any **insured person's** conduct.

Investigation costs

Legal and other professional costs and expenses agreed with **us** in writing, incurred directly by **you** or an **insured person** in preparing for and attending any **investigation**.

This does not include salary or any other additional costs of **yours**.

Limit of liability

The amount shown in **your policy** schedule as the limit of liability.

Manslaughter claim

Any court action brought for manslaughter, corporate manslaughter, corporate homicide or culpable homicide.

Outside company

Any company other than **you**:

- 1 that is a charity or association, or;
- 2 in which **you** hold any issued share capital

but this does not include

- a any company registered in the United States of America
- b any listed company
- c any financial services company.

Period of insurance

The period from the start date to the expiry date of **your** cover, shown in **your policy** schedule.

Policy

The policy and schedule and any endorsements attached or issued.

Pollutant

Any contaminant, irritant or other substance including, but not limited to: asbestos, lead, smoke, vapour, water, oil, oil products, dust, fibres, soot, fumes, acids, alkalis, chemicals, waste (including materials that have been or are intended to be recycled, reconditioned or reclaimed).

Pollution

Actual, alleged or threatened discharge, seepage, treatment, removal, disposal, dispersal, emission, release or escape of any **pollutant** or any regulatory order, direction or request to test for, monitor, remove, contain, treat, detoxify, or neutralise any **pollutant**.

Meanings of defined terms *continued*

Pollution clean up costs

Costs incurred by **you** or imposed by the Environment Agency to **investigate** and clean up any **pollution** incident.

Regulatory mitigation costs

Costs incurred by **you** in reporting and representing **you** following a report to any official regulator to reduce or avoid any potential fine or penalty.

Retaliatory treatment

Any actual or alleged action by **you** against an **employed person** as a result of the **employed person** using or trying to use their legal rights.

This includes but is not limited to their rights under employment discrimination statutes.

Safety legislation claim

Any court action alleging a breach of statutory duty under health and safety, consumer protection or food safety legislation.

Subsidiary

Any company where **you**:

- 1 own more than 50% of the share capital
- 2 have a majority of the voting rights
- 3 have the right to appoint or remove a majority of the company's board of directors
- 4 control a majority of its voting rights under a written agreement with other shareholders or members.

If a company ceases to be a subsidiary cover will continue but only for a **claim** caused by a **wrongful act** carried out before it stopped being a subsidiary.

Tax investigation

- 1 Aspect investigation by HM Revenue and Customs
- 2 Full enquiry by HM Revenue and Customs
- 3 A challenge following a compliance review by HM Revenue and Customs regarding Income Tax, PAYE regulations, National Minimum Wage and National Insurance contributions
- 4 An appeal to VAT or Duties Tribunal up to and including First Tier Tribunal or Upper Tribunal.

Tax investigation will not include:

- a any costs incurred in the normal completion of tax or VAT returns
- b any tax investigation where returns have been submitted more than 30 days after the statutory filing deadline
- c any tax investigation where **you** or any **insured person** have failed to maintain proper accounting records
- d any tax investigation where **rradar** assesses HMRC findings to be reasonable and there is no realistic prospect of a successful defence.

Virus or similar mechanism

Program code, programming instruction or any other set of instructions intentionally constructed with the ability to damage, interfere or otherwise adversely affect computer programs, data files or operations whether involving self replication or not, including but not limited to trojan horses, worms or logic bombs.

We/us/our

AXA Insurance UK plc.

Meanings of defined terms *continued*

You/your/yourself

The charity, club or association shown in the **policy** schedule as the insured.

Meanings which apply to the Trustees' liability section

These meanings apply within the Trustees' liability section of **your policy**.

If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in the Trustees' liability section.

Deprivation of assets expenses

Costs and expenses of any **insured person** paid directly to provide the services listed below as a direct result of any interim or interlocutory order confiscating or suspending the rights of ownership over personal assets or real property of any **insured person** during the **period of insurance**

- 1 schooling
- 2 housing
- 3 utilities or
- 4 personal insurances.

Such costs shall only be paid where a personal allowance has been directed by a Court to meet such payments and that personal allowance has been exhausted.

Loss

Costs and expenses of any claimant which an **insured person** becomes legally liable to pay and incurred with **our** prior written agreement, to investigate or defend a **claim** against any **insured person** and this will include

- 1 **defence costs and investigation costs**
- 2 awards of damages (including punitive and exemplary damages where legally allowed)
- 3 pre and post judgement interest on a judgement or award covered by this section
- 4 settlements

but this will not include any criminal fines or penalties, taxes (other than those covered under the Tax cover), salary or **employment related benefits**. Civil fines are covered only where they are insurable under United Kingdom law.

Policy territories

Worldwide.

Wrongful act

Any actual or alleged act, error or omission carried out or attempted by an **insured person** during the performance of their duties but only in their role as **your** trustee, director, officer or **employed person** including:

- 1 breach of any duty, including fiduciary or statutory duty
- 2 breach of trust
- 3 negligence, negligent misstatement, misleading statement or negligent misrepresentation
- 4 defamation
- 5 wrongful trading as defined under United Kingdom law
- 6 breach of warranty or authority

Meanings of defined terms *continued*

- 7 any other act, error or omission attempted or allegedly carried out or attempted by an **insured person** only because of their position as a trustee, director, officer or **employed person of yours**.

You/your

In addition to the policy definition this will include:

- 1 a **subsidiary**, and any **subsidiary** created or acquired during the **period of insurance** provided that the newly created or acquired **subsidiary**:
 - a is not registered outside of Great Britain, Northern Ireland, the Channel Islands or Isle of Man
 - b does not trade any of its **securities** on any exchange

But only for a **claim** against an **insured person** caused by a **wrongful act** carried out after the date of creation or acquisition.

- 2 any pension or employee benefit scheme or trust fund of yours.

Meanings which apply to the Employment practices liability section

These meanings apply within the Employment practices liability section of **your policy**.

If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in the Employment practices liability section.

Loss

Costs and expenses of any claimant and monetary regulatory penalties which **you** or an **insured person** becomes legally liable to pay and incurred with **our** prior written consent, to investigate or defend a **claim** against **you** or any **insured person** and this will include:

- 1 **defence costs** and **investigation costs**
- 2 awards of damages (including punitive and exemplary damages where legally allowed)
- 3 pre and post judgement interest on a judgement or award covered by this section
- 4 settlements

But this will not include any civil, regulatory or criminal fines or penalties, salary or **employment related benefits**.

Policy territories

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

You/your

In addition to the policy definition this will include:

- 1 a **subsidiary**, and any **subsidiary** created or acquired during the **period of insurance**

provided that the newly created or acquired subsidiary is not registered outside of the United Kingdom;

But only for a **claim** against you or an **insured person** caused by a **wrongful act** carried out after the date of creation or acquisition

- 2 any pension or employee benefit scheme or trust fund of yours.

Meanings which apply to the Charity, clubs and associations legal liability section

These meanings apply within the Charity, clubs and associations legal liability section of **your policy**.

If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in the Charity, clubs and associations legal liability section.

Cyber act

Any malicious attempt or attempts to damage, disrupt or gain access to **computer systems** networks or devices by cyber means including an incident in which data, **computer systems** or networks are accessed or affected in a non authorised way.

Identity fraud

Any agreement entered into by anyone other than **you**, pretending to be **you**, for the purpose of committing a criminal or malicious act.

Loss

Costs and expenses of any claimant and monetary regulatory penalties which **you** become legally liable to pay and incurred with **our** prior written agreement to investigate or defend a **claim** against **you** and this will include:

- 1 **defence costs and investigation costs**
- 2 awards of damages (including punitive and exemplary damages where legally allowed)

- 3 pre and post judgement interest on a judgement or award covered by this section
- 4 settlements.

But this will not include any criminal fines or penalties, taxes, salary or employment related benefits.

Regulatory civil fines are covered only where they are insurable under United Kingdom law and are restricted to the following:

- a Fees for intervention payments due under Health and Safety (Fees) Regulations 2012
- b Penalties due under Pensions Act 2008, 2004 and earlier legislation
- c Environment Agency, Scottish Environmental Protection Agency or equivalent fees following an **investigation**.

Policy territories

Great Britain, Northern Ireland, the Channel Islands and Isle of Man.

Products

Products that **you** supply, provide or deliver including containers, packaging, labelling, instructions, advice and services in connection with **your** product.

Telephone fraud

The dishonest access and use of **your** telephone systems by any third party.

Third party fraud or forgery

- 1 The signing, creation or alteration of any cheque, draft, promissory note or other written or electronic instruction with the intention to deceive.

Meanings of defined terms *continued*

- 2 Telephonic or written instructions acted on by **you** when the instructions are purported to have come from an **insured person**, client, customer, supplier or financial institution but have in fact come from a fraudster.

Wrongful act

Any actual or alleged act, error or omission carried out or attempted by **you** including but not limited to:

- 1 breach of any duty, including fiduciary or statutory duty
- 2 breach of trust
- 3 negligence, negligent misstatement, misleading statement or negligent misrepresentation
- 4 breach of warranty or authority
- 5 any civil liability.

You/your

In addition to the policy definition this will include:

- 1 a **subsidiary**, and any **subsidiary** created or acquired during the **period of insurance** as long as the newly created or acquired **subsidiary** is not registered outside of the United Kingdom;

But only for a **claim** against you caused by a **wrongful act** carried out after the date of creation or acquisition.

- 2 Any pension or employee benefit scheme or trust fund of yours.

Making a complaint

AXA Insurance aims to provide the highest standard of service to every customer.

If **our** service does not meet **your** expectations **we** want to hear about it so **we** can try to put things right.

All complaints **we** receive are taken seriously. Following the steps below will help **us** understand **your** concerns and give **you** a fair response.

How to make your complaint

The majority of complaints can be resolved quickly and satisfactorily by the department **you** are dealing with. If **your** complaint relates to a claim on **your policy**, please contact the department dealing with **your** claim. If **your** complaint relates to anything else, please contact the agent or AXA office where **your policy** was purchased. Telephone contact is often the most effective way to resolve complaints quickly.

Alternatively **you** can write to **us** at:

AXA Insurance complaints:



AXA Insurance
Commercial complaints
AXA House
4 Parklands
Lostock
Bolton
BL6 4SD

All claims complaints:



Tel: **01204 815359**



Email: **commercial.complaints@axa-insurance.co.uk**

When **you** make contact please tell **us** the following information:

- Name address and postcode, telephone number and email address (if **you** have one).
- **Your** policy and/or claim number, and the type of policy **you** hold.
- The name of **your** insurance agent/firm (if applicable).
- The reason for **your** complaint.

Any written correspondence should be headed 'COMPLAINT' and **you** may include copies of supporting material.

Beyond AXA

Should **you** remain dissatisfied following **our** final written response, **you** may be eligible to refer **your** case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. The FOS can only consider **your** complaint if **we** have given **you our** final decision.

You have six months from the date of **our** final response to refer **your** complaint to the FOS. This does not affect **your** right to take legal action.

Making a complaint *continued*

The Financial Ombudsman Service



Financial Ombudsman
Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR



Telephone:
0800 023 4567*
or **0300 123 9123****

Fax: **020 7964 1001**



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

Website:
**www.financial-
ombudsman.org.uk**

Telephone calls may be monitored or recorded.

Financial Services Compensation Scheme (FSCS)

AXA Insurance UK plc are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation in the unlikely event **we** cannot meet **our** obligations to **you**. This depends on the type of insurance, size of the business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk).

Our promise to you

We will

- Acknowledge written complaints promptly.
- Investigate **your** complaint quickly and thoroughly.
- Keep **you** informed of progress of **your** complaint.
- Do everything possible to resolve **your** complaint.
- Learn from **our** mistakes.
- Use the information from complaints to continuously improve **our** service.

** free for people phoning from a 'fixed line' (for example, a landline at home)*

*** free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02*

This document is available in other formats.

If you would like a Braille, large print or audio version, please contact your insurance adviser.

www.axa.co.uk

AXA Insurance UK plc

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Group of Companies. AXA Insurance UK plc is authorised by the
Prudential Regulation Authority and regulated by the Financial
Conduct Authority and the Prudential Regulation Authority.
Telephone calls may be monitored and recorded.



THE GREAT CROSS TRUST

England & Wales - Charity number 1098276

Accounts

The Great Cross Trust Annual Report 2023

Properties

The tenant for No1 has left and a new tenant will move in on November 10th.

All rents are up to date as are gas and electric checks.

A review of paintwork will take place next year.

Insurance quotes will be requested. Inspection of the properties will take place in June next year.

Financial

. Our investment has shown a small growth over the year. A change of investment to a provider with lower charges and a slightly better track record will take place.

Our general financial position is good with £35,206 in the current account and £86,000 in the savings account. Our Cumberland Account has been closed and the money transferred to our savings account. We need to find a better home for some of our savings. At some stage we will top up our investment. We will also investigate other savings accounts.

Diane Dixon was authorised to be a signatory for accounts to replace John Ellwood.

Discussions continue with Barclays about transfer of our account to a trust account.

Officers

DD and EF will continue in their present roles. DD will act as temporary chairman until we get new trustees.

Tenancies

A rent rise of 10% was agreed to take place in June next year. This will be reviewed in two years.

I

Water Meters

It was agreed that tenants could have water meters installed provided that infrastructure was not affected.

Trustees

L Mosely and J Ellwood are stepping down as trustees. A list of suggestions for possible trustees has been drawn up

THE GREAT CROSS TRUST

FINANCIAL STATEMENTS

FOR THE YEAR ENDED 31 DECEMBER 2023

Registered Charity Number: 1098276

THE GREAT CROSS TRUST

FINANCIAL STATEMENTS

FOR THE YEAR ENDED 31 DECEMBER 2023

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Independent Examiner's Report	1
Statement of Financial Activities	2
Statement of Financial Position	3
Notes to the Financial Statements	4 to 6

**THE GREAT CROSS TRUST
INDEPENDENT EXAMINER'S REPORT TO THE TRUSTEES
OF THE GREAT CROSS TRUST
FOR THE YEAR ENDED 31 DECEMBER 2023**

I report to the trustees on my examination of the financial statements charity for the year ended 31 December 2022 set out on the following pages.

Responsibilities and basis of report

As the trustee of the charity you are responsible for the preparation of the financial statements in accordance with the requirements of the Charities Act 2011 ('the Act').

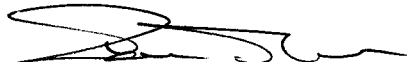
I report in respect of my examination of the charity's financial statements carried out under section 145 of the 2011 Act and in carrying out my examination I have followed all the applicable Directions given by the Charity Commission under section 145(5)(b) of the Act.

Independent examiner's statement

I have completed my examination. I confirm that no material matters have come to my attention in connection with the examination giving me cause to believe that in any material respect:

1. accounting records were not kept in respect of the charity as required by section 130 of the Act; or
2. the financial statements do not accord with those records; or
3. the financial statements do not comply with the applicable requirements concerning the form and content of accounts set out in the Charities (Accounts and Reports) Regulations 2008 other than any requirement that the accounts give a 'true and fair' view which is not a matter considered as part of an independent examination.

I have no concerns and have come across no other matters in connection with the examination to which attention should be drawn in this report in order to enable a proper understanding of the accounts to be reached.



Ian Thompson (ICAEW)
Saint & Co
Chartered Accountants & Registered Auditors
The Old Police Station
Church Street
Ambleside
Cumbria
LA22 0BT

13/5/24..... Date

THE GREAT CROSS TRUST
STATEMENT OF FINANCIAL ACTIVITIES
FOR THE YEAR ENDED 31 DECEMBER 2023

	Unrestricted Funds	Restricted Funds	Total Funds 2023	Total Funds 2022
Notes	£	£	£	£
INCOME				
Income from charitable activities				
Rents from cottages	49,340	-	49,340	50,040
Insurance claim	-	-	-	-
	<u>49,340</u>	<u>-</u>	<u>49,340</u>	<u>50,040</u>
Investment income				
Bank and building society interest	789	-	789	222
Total Income	<u>50,129</u>	<u>-</u>	<u>50,129</u>	<u>50,262</u>
EXPENDITURE				
Charitable activities				
Managing agents' fees	7,322	-	7,322	6,637
Heat and light	-	-	-	-
Repairs and renewals	12,789	-	12,789	43,569
Grounds maintenance	1,387	-	1,387	5,095
Insurance	2,547	-	2,547	1,838
Bookkeeping	669	-	669	517
Sundries	83	-	83	-
Governance costs:				
Accounts and independent examination	750	-	750	696
Investment advisor fee	1,088	-	1,088	-
Legal fees	-	-	-	-
Total Expenditure	<u>26,635</u>	<u>-</u>	<u>26,635</u>	<u>58,352</u>
NET INCOME	23,494	-	23,494	(8,090)
Gains / (Loss) on investments	4 10,229	-	10,229	(14,427)
Transfers	-	-	-	-
Net Movement in Funds	<u>33,723</u>	<u>-</u>	<u>33,723</u>	<u>(22,517)</u>
Reconciliation of Funds:				
Total Funds brought forward	226,370	1,084,082	1,310,452	1,332,969
Total Funds carried forward	<u>260,093</u>	<u>1,084,082</u>	<u>1,344,175</u>	<u>1,310,452</u>

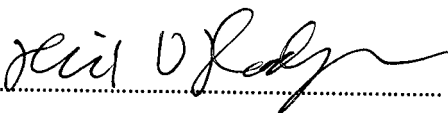
The statement of financial activities includes all gains and losses recognised in the year. All income and expenditure derive from continuing activities.

The notes on pages 4 to 6 form part of these accounts.

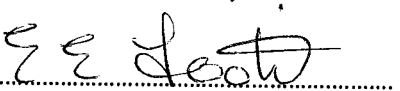
THE GREAT CROSS TRUST
STATEMENT OF FINANCIAL POSITION
FOR THE YEAR ENDED 31 DECEMBER 2023

	Notes	2023		2022	
		£	£	£	£
FIXED ASSETS					
Tangible fixed assets	3		1,084,082		1,084,082
Investments	4		134,375		125,234
CURRENT ASSETS					
Debtor - rent arrears		1,355		1,005	
Prepayments		2,595		-	
Bank community accounts		37,366		14,517	
Business reserve account		86,931		66,254	
Building society accounts		-		21,811	
		<u>128,247</u>		<u>103,587</u>	
LIABILITIES: AMOUNTS FALLING DUE					
WITHIN ONE YEAR					
Creditors & accruals		<u>(2,529)</u>		<u>(2,451)</u>	
		<u>(2,529)</u>		<u>(2,451)</u>	
NET CURRENT ASSETS			125,718		101,136
NET ASSETS	5		<u>1,344,175</u>		<u>1,310,452</u>
FUNDS					
Restricted	6		1,084,082		1,084,082
Unrestricted	6		260,093		226,370
TOTAL FUNDS	6		<u>1,344,175</u>		<u>1,310,452</u>

These financial statements were approved by the Board of Trustees on the 13/05/2024 and are signed on their behalf by:


.....

Mr David Dodgson


.....

Mrs E Footit

The notes on pages 4 to 6 form part of these accounts.

THE GREAT CROSS TRUST
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 DECEMBER 2023

1. ACCOUNTING POLICIES

Basis of accounting

The financial statements have been prepared under the historical cost convention, as modified by the revaluation of certain fixed assets, and in accordance with the provisions of FRS102 Section 1A, "The Financial Reporting Standard applicable in the UK and the Republic of Ireland", the Accounting and Reporting by Charities - Statement of Recommended Practice 2015 and the Charities Act 2011. The financial statements are prepared in sterling, which is the functional currency of the entity.

Judgements and key sources of estimation uncertainty

The preparation of the financial statements requires management to make judgements, estimates and assumptions that affect the amounts reported. These estimates and judgements are continually reviewed and are based on experience and others factors, including expectations of future events that are believed to be reasonable under the circumstances.

The only judgement that has been made that could have a material effect on the carrying amounts of assets is in respect of freehold land and property. Freehold property depreciation and valuation policies are detailed below.

Depreciation

Freehold Property - no depreciation is charged on the properties because they are maintained in such a state of repair that their estimated residual value is not less than their cost/valuation.

Freehold property valuation

The freehold land and property, known as Great Cross Cottages, was valued in September 2002 at the request of the bank for mortgage lending purposes only. The revaluation reserve reflecting this valuation is shown in the notes to the accounts. There is no policy to revalue this freehold property since that date. The other freehold property, known as Chance Cottages, is stated at original cost.

Investments

Listed investments are measured at fair value with changes in fair value being recognised in the Statement of Financial Activities.

Income

This is included on a receivable basis. Income given specifically to provide a fixed asset is initially allocated to the appropriate restricted fund. If the use of the asset then acquired is restricted there is no movement on the restricted fund; if the use of the asset is unrestricted the expenditure is reflected by a transfer from the restricted fund to the appropriate unrestricted fund.

Expenditure

This is included in the statement on an accruals basis.

THE GREAT CROSS TRUST
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 DECEMBER 2023

2. TRUSTEES' REMUNERATION & EXPENSES AND STAFF COSTS

No remuneration directly or indirectly out of the funds of the charity was paid or payable for the year to any trustee or to any person or persons known to be connected with any of them.

No expenses were paid to any trustee any person connected with them.

There were no employees / staff costs in 2023 (2022: none).

3. TANGIBLE FIXED ASSETS

	Great Cross Cottages and Land	Chance Cottages	Total Freehold Property
	£	£	£
Cost/Valuation			
Brought forward	710,224	373,858	1,084,082
Additions	-	-	-
Carried forward	<u>710,224</u>	<u>373,858</u>	<u>1,084,082</u>
Depreciation			
Brought forward & carried forward	<u>-</u>	<u>-</u>	<u>-</u>
Net Book Value			
At 31 December 2023	<u>710,224</u>	<u>373,858</u>	<u>1,084,082</u>
At 31 December 2022	<u>710,224</u>	<u>373,858</u>	<u>1,084,082</u>

4. INVESTMENTS

	Listed Investment Portfolio
	£
Value at 31 December 2022	125,234
Additions	-
Portfolio fees	(1,088)
Fair value movement	10,229
Value at 31 December 2023	<u>134,375</u>

THE GREAT CROSS TRUST
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 DECEMBER 2023

5. ANALYSIS OF NET ASSETS BETWEEN FUNDS

	Tangible Fixed Assets £	Investments £	Net Current Assets/ (Liabilities) £	Total £
Restricted Funds				
Great Cross Cottages and Land (cottages originally donated by Miss Mary Chance for local letting and cannot be sold)				
Cost	155,718	-	-	155,718
Revaluation Reserve September 2002	554,506	-	-	554,506
	<u>710,224</u>	<u>-</u>	<u>-</u>	<u>710,224</u>
Chance Cottages (SLDC planning restriction to be let to local people at affordable rents and not to be sold)				
Cost	373,858	-	-	373,858
	<u>1,084,082</u>	<u>-</u>	<u>-</u>	<u>1,084,082</u>
Unrestricted Funds				
General Fund	-	134,375	125,718	260,093
	<u>-</u>	<u>134,375</u>	<u>125,718</u>	<u>260,093</u>
Total Funds	<u><u>1,084,082</u></u>	<u><u>134,375</u></u>	<u><u>125,718</u></u>	<u><u>1,344,175</u></u>

6. RECONCILIATION OF MOVEMENT IN FUNDS

	Funds brought forward £	Net income/ (expenditure) £	Gains £	Funds carried forward £
Restricted Funds				
Great Cross Cottages and Land				
Cost	155,718	-	-	155,718
Revaluation Reserve September 2002	554,506	-	-	554,506
	<u>710,224</u>	<u>-</u>	<u>-</u>	<u>710,224</u>
Chance Cottages				
Cost	373,858	-	-	373,858
	<u>1,084,082</u>	<u>-</u>	<u>-</u>	<u>1,084,082</u>
Unrestricted Funds				
General Fund	226,370	23,494	10,229	260,093
	<u>226,370</u>	<u>23,494</u>	<u>10,229</u>	<u>260,093</u>
Total Funds	<u><u>1,310,452</u></u>	<u><u>23,494</u></u>	<u><u>10,229</u></u>	<u><u>1,344,175</u></u>

THE GREAT CROSS TRUST

FINANCIAL STATEMENTS

FOR THE YEAR ENDED 31 DECEMBER 2023

Registered Charity Number: 1098276

THE GREAT CROSS TRUST

FINANCIAL STATEMENTS

FOR THE YEAR ENDED 31 DECEMBER 2023

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**THE GREAT CROSS TRUST
INDEPENDENT EXAMINER'S REPORT TO THE TRUSTEES
OF THE GREAT CROSS TRUST
FOR THE YEAR ENDED 31 DECEMBER 2023**

I report to the trustees on my examination of the financial statements charity for the year ended 31 December 2022 set out on the following pages.

Responsibilities and basis of report

As the trustee of the charity you are responsible for the preparation of the financial statements in accordance with the requirements of the Charities Act 2011 ('the Act').

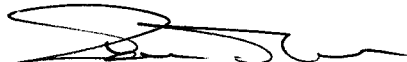
I report in respect of my examination of the charity's financial statements carried out under section 145 of the 2011 Act and in carrying out my examination I have followed all the applicable Directions given by the Charity Commission under section 145(5)(b) of the Act.

Independent examiner's statement

I have completed my examination. I confirm that no material matters have come to my attention in connection with the examination giving me cause to believe that in any material respect:

1. accounting records were not kept in respect of the charity as required by section 130 of the Act; or
2. the financial statements do not accord with those records; or
3. the financial statements do not comply with the applicable requirements concerning the form and content of accounts set out in the Charities (Accounts and Reports) Regulations 2008 other than any requirement that the accounts give a 'true and fair' view which is not a matter considered as part of an independent examination.

I have no concerns and have come across no other matters in connection with the examination to which attention should be drawn in this report in order to enable a proper understanding of the accounts to be reached.



Ian Thompson (ICAEW)
Saint & Co
Chartered Accountants & Registered Auditors
The Old Police Station
Church Street
Ambleside
Cumbria
LA22 0BT

13/5/24..... Date

THE GREAT CROSS TRUST
STATEMENT OF FINANCIAL ACTIVITIES
FOR THE YEAR ENDED 31 DECEMBER 2023

	Notes	Unrestricted Funds £	Restricted Funds £	Total Funds 2023 £	Total Funds 2022 £
INCOME					
Income from charitable activities					
Rents from cottages		49,340	-	49,340	50,040
Insurance claim		-	-	-	-
		<u>49,340</u>	<u>-</u>	<u>49,340</u>	<u>50,040</u>
Investment income					
Bank and building society interest		789	-	789	222
		<u>50,129</u>	<u>-</u>	<u>50,129</u>	<u>50,262</u>
EXPENDITURE					
Charitable activities					
Managing agents' fees		7,322	-	7,322	6,637
Heat and light		-	-	-	-
Repairs and renewals		12,789	-	12,789	43,569
Grounds maintenance		1,387	-	1,387	5,095
Insurance		2,547	-	2,547	1,838
Bookkeeping		669	-	669	517
Sundries		83	-	83	-
Governance costs:					
Accounts and independent examination		750	-	750	696
Investment advisor fee		1,088	-	1,088	-
Legal fees		-	-	-	-
		<u>26,635</u>	<u>-</u>	<u>26,635</u>	<u>58,352</u>
Total Expenditure					
NET INCOME		23,494	-	23,494	(8,090)
Gains / (Loss) on investments	4	10,229	-	10,229	(14,427)
Transfers		-	-	-	-
		<u>33,723</u>	<u>-</u>	<u>33,723</u>	<u>(22,517)</u>
Net Movement in Funds					
Reconciliation of Funds:					
Total Funds brought forward		226,370	1,084,082	1,310,452	1,332,969
Total Funds carried forward		<u>260,093</u>	<u>1,084,082</u>	<u>1,344,175</u>	<u>1,310,452</u>

The statement of financial activities includes all gains and losses recognised in the year. All income and expenditure derive from continuing activities.

The notes on pages 4 to 6 form part of these accounts.

THE GREAT CROSS TRUST
STATEMENT OF FINANCIAL POSITION
FOR THE YEAR ENDED 31 DECEMBER 2023

	Notes	2023		2022	
		£	£	£	£
FIXED ASSETS					
Tangible fixed assets	3		1,084,082		1,084,082
Investments	4		134,375		125,234
CURRENT ASSETS					
Debtor - rent arrears		1,355		1,005	
Prepayments		2,595		-	
Bank community accounts		37,366		14,517	
Business reserve account		86,931		66,254	
Building society accounts		-		21,811	
		<u>128,247</u>		<u>103,587</u>	
LIABILITIES: AMOUNTS FALLING DUE WITHIN ONE YEAR					
Creditors & accruals		<u>(2,529)</u>		<u>(2,451)</u>	
		<u>(2,529)</u>		<u>(2,451)</u>	
NET CURRENT ASSETS			125,718		101,136
NET ASSETS	5		<u>1,344,175</u>		<u>1,310,452</u>
FUNDS					
Restricted	6		1,084,082		1,084,082
Unrestricted	6		260,093		226,370
TOTAL FUNDS	6		<u>1,344,175</u>		<u>1,310,452</u>

These financial statements were approved by the Board of Trustees on the 13/05/2024 and are signed on their behalf by:

David Dodgson

Mr David Dodgson

E E Footit

Mrs E Footit

The notes on pages 4 to 6 form part of these accounts.

THE GREAT CROSS TRUST
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 DECEMBER 2023

1. ACCOUNTING POLICIES

Basis of accounting

The financial statements have been prepared under the historical cost convention, as modified by the revaluation of certain fixed assets, and in accordance with the provisions of FRS102 Section 1A, "The Financial Reporting Standard applicable in the UK and the Republic of Ireland", the Accounting and Reporting by Charities - Statement of Recommended Practice 2015 and the Charities Act 2011. The financial statements are prepared in sterling, which is the functional currency of the entity.

Judgements and key sources of estimation uncertainty

The preparation of the financial statements requires management to make judgements, estimates and assumptions that affect the amounts reported. These estimates and judgements are continually reviewed and are based on experience and others factors, including expectations of future events that are believed to be reasonable under the circumstances.

The only judgement that has been made that could have a material effect on the carrying amounts of assets is in respect of freehold land and property. Freehold property depreciation and valuation policies are detailed below.

Depreciation

Freehold Property - no depreciation is charged on the properties because they are maintained in such a state of repair that their estimated residual value is not less than their cost/valuation.

Freehold property valuation

The freehold land and property, known as Great Cross Cottages, was valued in September 2002 at the request of the bank for mortgage lending purposes only. The revaluation reserve reflecting this valuation is shown in the notes to the accounts. There is no policy to revalue this freehold property since that date. The other freehold property, known as Chance Cottages, is stated at original cost.

Investments

Listed investments are measured at fair value with changes in fair value being recognised in the Statement of Financial Activities.

Income

This is included on a receivable basis. Income given specifically to provide a fixed asset is initially allocated to the appropriate restricted fund. If the use of the asset then acquired is restricted there is no movement on the restricted fund; if the use of the asset is unrestricted the expenditure is reflected by a transfer from the restricted fund to the appropriate unrestricted fund.

Expenditure

This is included in the statement on an accruals basis.

THE GREAT CROSS TRUST
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 DECEMBER 2023

2. TRUSTEES' REMUNERATION & EXPENSES AND STAFF COSTS

No remuneration directly or indirectly out of the funds of the charity was paid or payable for the year to any trustee or to any person or persons known to be connected with any of them.

No expenses were paid to any trustee any person connected with them.

There were no employees / staff costs in 2023 (2022: none).

3. TANGIBLE FIXED ASSETS

	Great Cross Cottages and Land	Chance Cottages	Total Freehold Property
	£	£	£
Cost/Valuation			
Brought forward	710,224	373,858	1,084,082
Additions	-	-	-
Carried forward	<u>710,224</u>	<u>373,858</u>	<u>1,084,082</u>
Depreciation			
Brought forward & carried forward	<u>-</u>	<u>-</u>	<u>-</u>
Net Book Value			
At 31 December 2023	<u>710,224</u>	<u>373,858</u>	<u>1,084,082</u>
At 31 December 2022	<u>710,224</u>	<u>373,858</u>	<u>1,084,082</u>

4. INVESTMENTS

	Listed Investment Portfolio
	£
Value at 31 December 2022	125,234
Additions	-
Portfolio fees	(1,088)
Fair value movement	10,229
Value at 31 December 2023	<u>134,375</u>

THE GREAT CROSS TRUST
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 DECEMBER 2023

5. ANALYSIS OF NET ASSETS BETWEEN FUNDS

	Tangible Fixed Assets £	Investments £	Net Current Assets/ (Liabilities) £	Total £
Restricted Funds				
Great Cross Cottages and Land (cottages originally donated by Miss Mary Chance for local letting and cannot be sold)				
Cost	155,718	-	-	155,718
Revaluation Reserve September 2002	554,506	-	-	554,506
	<u>710,224</u>	<u>-</u>	<u>-</u>	<u>710,224</u>
Chance Cottages (SLDC planning restriction to be let to local people at affordable rents and not to be sold)				
Cost	373,858	-	-	373,858
	<u>1,084,082</u>	<u>-</u>	<u>-</u>	<u>1,084,082</u>
Unrestricted Funds				
General Fund	-	134,375	125,718	260,093
	<u>-</u>	<u>134,375</u>	<u>125,718</u>	<u>260,093</u>
Total Funds	<u><u>1,084,082</u></u>	<u><u>134,375</u></u>	<u><u>125,718</u></u>	<u><u>1,344,175</u></u>

6. RECONCILIATION OF MOVEMENT IN FUNDS

	Funds brought forward £	Net income/ (expenditure) £	Gains £	Funds carried forward £
Restricted Funds				
Great Cross Cottages and Land				
Cost	155,718	-	-	155,718
Revaluation Reserve September 2002	554,506	-	-	554,506
	<u>710,224</u>	<u>-</u>	<u>-</u>	<u>710,224</u>
Chance Cottages				
Cost	373,858	-	-	373,858
	<u>1,084,082</u>	<u>-</u>	<u>-</u>	<u>1,084,082</u>
Unrestricted Funds				
General Fund	226,370	23,494	10,229	260,093
	<u>226,370</u>	<u>23,494</u>	<u>10,229</u>	<u>260,093</u>
Total Funds	<u><u>1,310,452</u></u>	<u><u>23,494</u></u>	<u><u>10,229</u></u>	<u><u>1,344,175</u></u>

THE GREAT CROSS TRUST

England & Wales - Charity number 1098276

Accounts

Great Cross Trust Charity No 1098276

Minutes of the Annual General Meeting held Wednesday November 9th 2022 at the Buff Club, Grasmere

Present: John Ellwood, Stephen Dixon, Lisa Mosey, Ella Footit, David Dodgson, Diane Dixon

1. The meeting wished to put on record their appreciation for the outstanding work for the trust of the late Christine Batey. A brief silence was held in her memory.

2 Deborah Lund of Carter Jonas gave us a summary of the properties in the trust. All rents are up to date. We have carried out extensive repair and renovation work over the last year. This is now almost complete. C J have had problems contacting the residents of No 3 re replacement of fence and cooker hood. Of more concern is the completion of electrical test work required by law. CJ to check whether this has been done, if not a deadline be given to A Leech and if this is not met the work to be re-contracted. It was pointed out that the trust will be responsible for sweeping chimneys from next year. CJ will assess the situation. We are awaiting insurance quotation.

3 Rents. Rents will remain unchanged. Those properties that have controlled rents will have these assessed sometime in the spring, but not necessarily have rent increases imposed.

Deborah was thanked for her contribution and the official agenda was followed.

4. Apologies: None.

5 Minutes of previous meeting. These were approved and signed.

6. Matters arising: None

7. Chairman's report. A brief summary of the year was given. A fuller version will be circulated by JE.

8. Chairman. J Ellwood was re-elected as chairman for the following year.

9 Duties and Election of officers.(Secretary/Treasurer) Since the death of CB the officers duties have been split into a) liaison with Carter Jonas and property tenants and b) administration which includes dealing with bank accounts and charity commission. EF agreed to continue with a and DD for b. This was approved by the meeting.

11. New Trustee. Diane Dixon was elected as a new trustee and was welcomed by the chairman.

12. Year End accounts. These were approved by the meeting.

13. Financial position. We have ca £16000 in the current account which is a bit lower than normal owing to the large number of jobs undertaken this year. We should have sufficient funds there to see out the year. We have plenty of reserves. The investment has made a paper loss over the last few weeks. Hopefully this will recover in the long term.

14. Charity commission. The records are up to date. DD will add Diane on to the trustees.

15. Banking arrangements. DD, JE and EF are signatories for the Cumberland and Barclays account. Emma Benson is also a signatory of the Barclays account. JE needs to be set up to approve online transfers.

16 Grass-cutting. EF had been given a quote which looks interesting. DD will ask for quotes in February from all parties and a decision made then.

17. Next Year's AGM. This will hopefully be held November 8th 2023 subject to room and Carter Jonas availability. JE to get provisional room booking.

18. DiD raised subject of damp in no 8. The tenant should contact CJ in the first instance.

19. Thanks were proposed to the Buffs for allowing us to use their hall.

Meeting closed at 7.05pm

THE GREAT CROSS TRUST

Unaudited Financial Statements for the year ended
31 December 2022

Registered Charity Number 1098276

THE GREAT CROSS TRUST

FINANCIAL STATEMENTS

FOR THE YEAR ENDED 31 DECEMBER 2022

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Statement of Financial Position	3
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THE GREAT CROSS TRUST
INDEPENDENT EXAMINER'S REPORT TO THE TRUSTEES
OF THE GREAT CROSS TRUST
FOR THE YEAR ENDED 31 DECEMBER 2022

I report to the trustees on my examination of the financial statements charity for the year ended 31 December 2022 set out on the following pages.

Responsibilities and basis of report

As the trustee of the charity you are responsible for the preparation of the financial statements in accordance with the requirements of the Charities Act 2011 ('the Act').

I report in respect of my examination of the charity's financial statements carried out under section 145 of the 2011 Act and in carrying out my examination I have followed all the applicable Directions given by the Charity Commission under section 145(5)(b) of the Act.

Independent examiner's statement

I have completed my examination. I confirm that no material matters have come to my attention in connection with the examination giving me cause to believe that in any material respect:

1. accounting records were not kept in respect of the charity as required by section 130 of the Act; or
2. the financial statements do not accord with those records; or
3. the financial statements do not comply with the applicable requirements concerning the form and content of accounts set out in the Charities (Accounts and Reports) Regulations 2008 other than any requirement that the accounts give a 'true and fair' view which is not a matter considered as part of an independent examination.

I have no concerns and have come across no other matters in connection with the examination to which attention should be drawn in this report in order to enable a proper understanding of the accounts to be reached.



Ian Thompson (ICAEW)
Saint & Co
Chartered Accountants & Registered Auditors
The Old Police Station
Church Street
Ambleside
Cumbria
LA22 0BT

15/3/23
..... Date

THE GREAT CROSS TRUST
STATEMENT OF FINANCIAL ACTIVITIES
FOR THE YEAR ENDED 31 DECEMBER 2022

	Notes	Unrestricted Funds £	Restricted Funds £	Total Funds 2022 £	Total Funds 2021 £
INCOME					
Income from charitable activities					
Rents from cottages		50,040	-	50,040	51,346
Insurance claim		-	-	-	-
		<u>50,040</u>	<u>-</u>	<u>50,040</u>	<u>51,346</u>
Investment income					
Bank and building society interest		222	-	222	254
Total Income		<u>50,262</u>	<u>-</u>	<u>50,262</u>	<u>51,600</u>
EXPENDITURE					
Charitable activities					
Managing agents' fees		6,637	-	6,637	6,810
Heat and light		-	-	-	-
Repairs and renewals		43,569	-	43,569	17,038
Grounds maintenance		5,095	-	5,095	1,760
Insurance		1,838	-	1,838	1,796
Bookkeeping		517	-	517	363
Sundries		0	-	0	50
Governance costs:					
Accounts and independent examination		696	-	696	672
Investment advisor fee		-	-	-	-
Legal fees		-	-	-	-
Total Expenditure		<u>58,352</u>	<u>-</u>	<u>58,352</u>	<u>28,489</u>
NET INCOME		(8,090)	-	(8,090)	23,111
Gains / (Loss) on investments	4	(14,427)	-	-14,427	7,209
Transfers		-	-	-	-
Net Movement in Funds		<u>(22,517)</u>	<u>-</u>	<u>(22,517)</u>	<u>30,320</u>
Reconciliation of Funds:					
Total Funds brought forward		248,887	1,084,082	1,332,969	1,302,649
Total Funds carried forward		<u>226,370</u>	<u>1,084,082</u>	<u>1,310,452</u>	<u>1,332,969</u>

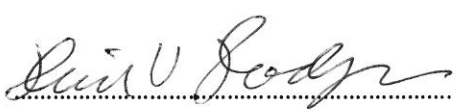
The statement of financial activities includes all gains and losses recognised in the year.
All income and expenditure derive from continuing activities.


The notes on pages 4 to 6 form part of these accounts.

THE GREAT CROSS TRUST
STATEMENT OF FINANCIAL POSITION
FOR THE YEAR ENDED 31 DECEMBER 2022

	Notes	2022		2021	
		£	£	£	£
FIXED ASSETS					
Tangible fixed assets	3		1,084,082		1,084,082
Investments	4		125,234		139,661
CURRENT ASSETS					
Debtor - rent arrears		1,005		1,005	
Prepayments		-		1,838	
Bank community account		14,517		20,961	
Business reserve account		66,254		66,190	
Building society accounts		21,811		21,653	
		<u>103,587</u>		<u>111,647</u>	
LIABILITIES: AMOUNTS FALLING DUE WITHIN ONE YEAR					
Creditors & accruals		(2,451)		(2,421)	
		<u>(2,451)</u>		<u>(2,421)</u>	
NET CURRENT ASSETS			101,136		109,226
NET ASSETS	5		<u>1,310,452</u>		<u>1,332,969</u>
FUNDS					
Restricted	6		1,084,082		1,084,082
Unrestricted	6		226,370		248,887
TOTAL FUNDS	6		<u>1,310,452</u>		<u>1,332,969</u>

These financial statements were approved by the Board of Trustees on the 14/03/2023
and are signed on their behalf by:

 Mr David Dodgson

 Mr John Ellwood

The notes on pages 4 to 6 form part of these accounts.

THE GREAT CROSS TRUST
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 DECEMBER 2022

1. ACCOUNTING POLICIES

Basis of accounting

The financial statements have been prepared under the historical cost convention, as modified by the revaluation of certain fixed assets, and in accordance with the provisions of FRS102 Section 1A, "The Financial Reporting Standard applicable in the UK and the Republic of Ireland", the Accounting and Reporting by Charities - Statement of Recommended Practice 2015 and the Charities Act 2011. The financial statements are prepared in sterling, which is the functional currency of the entity.

Judgements and key sources of estimation uncertainty

The preparation of the financial statements requires management to make judgements, estimates and assumptions that affect the amounts reported. These estimates and judgements are continually reviewed and are based on experience and others factors, including expectations of future events that are believed to be reasonable under the circumstances.

The only judgement that has been made that could have a material effect on the carrying amounts of assets is in respect of freehold land and property. Freehold property depreciation and valuation policies are detailed below.

Depreciation

Freehold Property - no depreciation is charged on the properties because they are maintained in such a state of repair that their estimated residual value is not less than their cost/valuation.

Freehold property valuation

The freehold land and property, known as Great Cross Cottages, was valued in September 2002 at the request of the bank for mortgage lending purposes only. The revaluation reserve reflecting this valuation is shown in the notes to the accounts. There is no policy to revalue this freehold property since that date. The other freehold property, known as Chance Cottages, is stated at original cost.

Investments

Listed investments are measured at fair value with changes in fair value being recognised in the Statement of Financial Activities.

Income

This is included on a receivable basis. Income given specifically to provide a fixed asset is initially allocated to the appropriate restricted fund. If the use of the asset then acquired is restricted there is no movement on the restricted fund; if the use of the asset is unrestricted the expenditure is reflected by a transfer from the restricted fund to the appropriate unrestricted fund.

Expenditure

This is included in the statement on an accruals basis.

THE GREAT CROSS TRUST
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 DECEMBER 2022

2. TRUSTEES' REMUNERATION & EXPENSES AND STAFF COSTS

No remuneration directly or indirectly out of the funds of the charity was paid or payable for the year to any trustee or to any person or persons known to be connected with any of them.

No expenses were paid to any trustee any person connected with them.

There were no employees / staff costs in 2022 (2021: none).

3. TANGIBLE FIXED ASSETS

	Great Cross Cottages and Land	Chance Cottages	Total Freehold Property
	£	£	£
Cost/Valuation			
Brought forward	710,224	373,858	1,084,082
Additions	-	-	-
Carried forward	<u>710,224</u>	<u>373,858</u>	<u>1,084,082</u>
Depreciation			
Brought forward & carried forward	<u>-</u>	<u>-</u>	<u>-</u>
Net Book Value			
At 31 December 2022	<u>710,224</u>	<u>373,858</u>	<u>1,084,082</u>
At 31 December 2021	<u>710,224</u>	<u>373,858</u>	<u>1,084,082</u>

4. INVESTMENTS

	Listed Investment Portfolio
	£
Value at 31 December 2021	139,661
Additions	-
Fair value movement	(14,427)
Value at 31 December 2022	<u>125,234</u>

The cost of the investment portfolio held at the balance sheet date is £129,400 (2021: £134,023).

THE GREAT CROSS TRUST
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 DECEMBER 2022

5. ANALYSIS OF NET ASSETS BETWEEN FUNDS

	Tangible Fixed Assets £	Investments £	Net Current Assets/ (Liabilities) £	Total £
Restricted Funds				
Great Cross Cottages and Land (cottages originally donated by Miss Mary Chance for local letting and cannot be sold)				
Cost	155,718	-	-	155,718
Revaluation Reserve September 2002	554,506	-	-	554,506
	<u>710,224</u>	<u>-</u>	<u>-</u>	<u>710,224</u>
Chance Cottages (SLDC planning restriction to be let to local people at affordable rents and not to be sold)				
Cost	373,858	-	-	373,858
	<u>1,084,082</u>	<u>-</u>	<u>-</u>	<u>1,084,082</u>
Unrestricted Funds				
General Fund	-	125,234	101,136	226,370
	<u>-</u>	<u>125,234</u>	<u>101,136</u>	<u>226,370</u>
Total Funds	<u>1,084,082</u>	<u>125,234</u>	<u>101,136</u>	<u>1,310,452</u>

6. RECONCILIATION OF MOVEMENT IN FUNDS

	Funds brought forward £	Net income/ (expenditure) £	Gains £	Funds carried forward £
Restricted Funds				
Great Cross Cottages and Land				
Cost	155,718	-	-	155,718
Revaluation Reserve September 2002	554,506	-	-	554,506
	<u>710,224</u>	<u>-</u>	<u>-</u>	<u>710,224</u>
Chance Cottages				
Cost	373,858	-	-	373,858
	<u>1,084,082</u>	<u>-</u>	<u>-</u>	<u>1,084,082</u>
Unrestricted Funds				
General Fund	248,887	(8,090)	(14,427)	226,370
	<u>248,887</u>	<u>(8,090)</u>	<u>-</u>	<u>226,370</u>
Total Funds	<u>1,332,969</u>	<u>-8,090</u>	<u>-</u>	<u>1,310,452</u>

THE GREAT CROSS TRUST

Unaudited Financial Statements for the year ended
31 December 2022

Registered Charity Number 1098276

THE GREAT CROSS TRUST

FINANCIAL STATEMENTS

FOR THE YEAR ENDED 31 DECEMBER 2022

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THE GREAT CROSS TRUST
INDEPENDENT EXAMINER'S REPORT TO THE TRUSTEES
OF THE GREAT CROSS TRUST
FOR THE YEAR ENDED 31 DECEMBER 2022

I report to the trustees on my examination of the financial statements charity for the year ended 31 December 2022 set out on the following pages.

Responsibilities and basis of report

As the trustee of the charity you are responsible for the preparation of the financial statements in accordance with the requirements of the Charities Act 2011 ('the Act').

I report in respect of my examination of the charity's financial statements carried out under section 145 of the 2011 Act and in carrying out my examination I have followed all the applicable Directions given by the Charity Commission under section 145(5)(b) of the Act.

Independent examiner's statement

I have completed my examination. I confirm that no material matters have come to my attention in connection with the examination giving me cause to believe that in any material respect:

1. accounting records were not kept in respect of the charity as required by section 130 of the Act; or
2. the financial statements do not accord with those records; or
3. the financial statements do not comply with the applicable requirements concerning the form and content of accounts set out in the Charities (Accounts and Reports) Regulations 2008 other than any requirement that the accounts give a 'true and fair' view which is not a matter considered as part of an independent examination.

I have no concerns and have come across no other matters in connection with the examination to which attention should be drawn in this report in order to enable a proper understanding of the accounts to be reached.



Ian Thompson (ICAEW)
Saint & Co
Chartered Accountants & Registered Auditors
The Old Police Station
Church Street
Ambleside
Cumbria
LA22 0BT

15/3/23
..... Date

THE GREAT CROSS TRUST
STATEMENT OF FINANCIAL ACTIVITIES
FOR THE YEAR ENDED 31 DECEMBER 2022

	Notes	Unrestricted Funds £	Restricted Funds £	Total Funds 2022 £	Total Funds 2021 £
INCOME					
Income from charitable activities					
Rents from cottages		50,040	-	50,040	51,346
Insurance claim		-	-	-	-
		<u>50,040</u>	<u>-</u>	<u>50,040</u>	<u>51,346</u>
Investment income					
Bank and building society interest		222	-	222	254
Total Income		<u>50,262</u>	<u>-</u>	<u>50,262</u>	<u>51,600</u>
EXPENDITURE					
Charitable activities					
Managing agents' fees		6,637	-	6,637	6,810
Heat and light		-	-	-	-
Repairs and renewals		43,569	-	43,569	17,038
Grounds maintenance		5,095	-	5,095	1,760
Insurance		1,838	-	1,838	1,796
Bookkeeping		517	-	517	363
Sundries		0	-	0	50
Governance costs:					
Accounts and independent examination		696	-	696	672
Investment advisor fee		-	-	-	-
Legal fees		-	-	-	-
Total Expenditure		<u>58,352</u>	<u>-</u>	<u>58,352</u>	<u>28,489</u>
NET INCOME		(8,090)	-	(8,090)	23,111
Gains / (Loss) on investments	4	(14,427)	-	-14,427	7,209
Transfers		-	-	-	-
Net Movement in Funds		<u>(22,517)</u>	<u>-</u>	<u>(22,517)</u>	<u>30,320</u>
Reconciliation of Funds:					
Total Funds brought forward		248,887	1,084,082	1,332,969	1,302,649
Total Funds carried forward		<u>226,370</u>	<u>1,084,082</u>	<u>1,310,452</u>	<u>1,332,969</u>

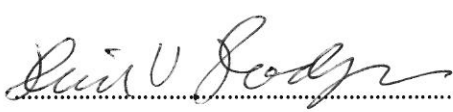
The statement of financial activities includes all gains and losses recognised in the year.
All income and expenditure derive from continuing activities.


The notes on pages 4 to 6 form part of these accounts.

THE GREAT CROSS TRUST
STATEMENT OF FINANCIAL POSITION
FOR THE YEAR ENDED 31 DECEMBER 2022

	Notes	2022		2021	
		£	£	£	£
FIXED ASSETS					
Tangible fixed assets	3		1,084,082		1,084,082
Investments	4		125,234		139,661
CURRENT ASSETS					
Debtor - rent arrears		1,005		1,005	
Prepayments		-		1,838	
Bank community account		14,517		20,961	
Business reserve account		66,254		66,190	
Building society accounts		21,811		21,653	
		103,587		111,647	
LIABILITIES: AMOUNTS FALLING DUE WITHIN ONE YEAR					
Creditors & accruals		(2,451)		(2,421)	
		(2,451)		(2,421)	
NET CURRENT ASSETS			101,136		109,226
NET ASSETS	5		1,310,452		1,332,969
FUNDS					
Restricted	6		1,084,082		1,084,082
Unrestricted	6		226,370		248,887
TOTAL FUNDS	6		1,310,452		1,332,969

These financial statements were approved by the Board of Trustees on the 14/03/2023
and are signed on their behalf by:


..... Mr David Dodgson


..... Mr John Ellwood

The notes on pages 4 to 6 form part of these accounts.

THE GREAT CROSS TRUST
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 DECEMBER 2022

1. ACCOUNTING POLICIES

Basis of accounting

The financial statements have been prepared under the historical cost convention, as modified by the revaluation of certain fixed assets, and in accordance with the provisions of FRS102 Section 1A, "The Financial Reporting Standard applicable in the UK and the Republic of Ireland", the Accounting and Reporting by Charities - Statement of Recommended Practice 2015 and the Charities Act 2011. The financial statements are prepared in sterling, which is the functional currency of the entity.

Judgements and key sources of estimation uncertainty

The preparation of the financial statements requires management to make judgements, estimates and assumptions that affect the amounts reported. These estimates and judgements are continually reviewed and are based on experience and others factors, including expectations of future events that are believed to be reasonable under the circumstances.

The only judgement that has been made that could have a material effect on the carrying amounts of assets is in respect of freehold land and property. Freehold property depreciation and valuation policies are detailed below.

Depreciation

Freehold Property - no depreciation is charged on the properties because they are maintained in such a state of repair that their estimated residual value is not less than their cost/valuation.

Freehold property valuation

The freehold land and property, known as Great Cross Cottages, was valued in September 2002 at the request of the bank for mortgage lending purposes only. The revaluation reserve reflecting this valuation is shown in the notes to the accounts. There is no policy to revalue this freehold property since that date. The other freehold property, known as Chance Cottages, is stated at original cost.

Investments

Listed investments are measured at fair value with changes in fair value being recognised in the Statement of Financial Activities.

Income

This is included on a receivable basis. Income given specifically to provide a fixed asset is initially allocated to the appropriate restricted fund. If the use of the asset then acquired is restricted there is no movement on the restricted fund; if the use of the asset is unrestricted the expenditure is reflected by a transfer from the restricted fund to the appropriate unrestricted fund.

Expenditure

This is included in the statement on an accruals basis.

THE GREAT CROSS TRUST
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 DECEMBER 2022

2. TRUSTEES' REMUNERATION & EXPENSES AND STAFF COSTS

No remuneration directly or indirectly out of the funds of the charity was paid or payable for the year to any trustee or to any person or persons known to be connected with any of them.

No expenses were paid to any trustee any person connected with them.

There were no employees / staff costs in 2022 (2021: none).

3. TANGIBLE FIXED ASSETS

	Great Cross Cottages and Land	Chance Cottages	Total Freehold Property
	£	£	£
Cost/Valuation			
Brought forward	710,224	373,858	1,084,082
Additions	-	-	-
Carried forward	<u>710,224</u>	<u>373,858</u>	<u>1,084,082</u>
Depreciation			
Brought forward & carried forward	<u>-</u>	<u>-</u>	<u>-</u>
Net Book Value			
At 31 December 2022	<u>710,224</u>	<u>373,858</u>	<u>1,084,082</u>
At 31 December 2021	<u>710,224</u>	<u>373,858</u>	<u>1,084,082</u>

4. INVESTMENTS

	Listed Investment Portfolio
	£
Value at 31 December 2021	139,661
Additions	-
Fair value movement	(14,427)
Value at 31 December 2022	<u>125,234</u>

The cost of the investment portfolio held at the balance sheet date is £129,400 (2021: £134,023).

THE GREAT CROSS TRUST
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 DECEMBER 2022

5. ANALYSIS OF NET ASSETS BETWEEN FUNDS

	Tangible Fixed Assets £	Investments £	Net Current Assets/ (Liabilities) £	Total £
Restricted Funds				
Great Cross Cottages and Land (cottages originally donated by Miss Mary Chance for local letting and cannot be sold)				
Cost	155,718	-	-	155,718
Revaluation Reserve September 2002	554,506	-	-	554,506
	<u>710,224</u>	<u>-</u>	<u>-</u>	<u>710,224</u>
Chance Cottages (SLDC planning restriction to be let to local people at affordable rents and not to be sold)				
Cost	373,858	-	-	373,858
	<u>1,084,082</u>	<u>-</u>	<u>-</u>	<u>1,084,082</u>
Unrestricted Funds				
General Fund	-	125,234	101,136	226,370
	<u>-</u>	<u>125,234</u>	<u>101,136</u>	<u>226,370</u>
Total Funds	<u>1,084,082</u>	<u>125,234</u>	<u>101,136</u>	<u>1,310,452</u>

6. RECONCILIATION OF MOVEMENT IN FUNDS

	Funds brought forward £	Net income/ (expenditure) £	Gains £	Funds carried forward £
Restricted Funds				
Great Cross Cottages and Land				
Cost	155,718	-	-	155,718
Revaluation Reserve September 2002	554,506	-	-	554,506
	<u>710,224</u>	<u>-</u>	<u>-</u>	<u>710,224</u>
Chance Cottages				
Cost	373,858	-	-	373,858
	<u>1,084,082</u>	<u>-</u>	<u>-</u>	<u>1,084,082</u>
Unrestricted Funds				
General Fund	248,887	(8,090)	(14,427)	226,370
	<u>248,887</u>	<u>(8,090)</u>	<u>-</u>	<u>226,370</u>
Total Funds	<u>1,332,969</u>	<u>-8,090</u>	<u>-</u>	<u>1,310,452</u>

THE GREAT CROSS TRUST

England & Wales - Charity number 1098276

Accounts

Who would have thought when we met here in 2020 that we would still be battling with the problems and restrictions created by the Covid pandemic a year later. However we have managed with the help of Deborah Lund to keep work on the property's moving albeit at a slower pace and I am sure she will make every effort to diminish the backlog as soon as possible—Thankyou Deborah.

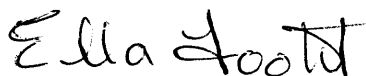
Over two days in October I visited all the property's with Deborah and pleased to say we were given a warm welcome by all the tenants. We accumulated a list of several jobs which need attention and in need of discussion between all Trustees—some major and some only minor but nevertheless necessary. All three Boilers at Chance Cottages have now been replaced and working efficiently. The trees we planted have yet to bear fruit but maybe someone will get an Apple Pie next year!! The grass has been very well maintained and I would recommend we continue to use the same garden company.

Thank you to you all for your input over the last year in order to preserve Great Cross and Chance Cottages for many years to come. Thank you to David Dodgson for being the Anchor Man on our finances along with David Allen & Co. In particular I would like to thank Christine Batey our secretary for all her efficient and Stirling work in what has been a very traumatic and trying year in her personal life, but never losing sight of her commitments to Great Cross Trust—this I feel is commendable.

My final thanks go to Grasmere R.A.O.B for accommodating us here for our AGM 2020/21 in order to maintain the social distancing required for our safety, and Dennis & Christine Batey for preparing the room.

It has been my privilege to be chairperson to such an integral organisation in our village. It is now time for someone else to take the reigns, although I will remain a Trustee

Ella Footit



THE GREAT CROSS TRUST

FINANCIAL STATEMENTS

FOR THE YEAR ENDED 31 DECEMBER 2021

Registered Charity Number: 1098276

THE GREAT CROSS TRUST

FINANCIAL STATEMENTS

FOR THE YEAR ENDED 31 DECEMBER 2021

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THE GREAT CROSS TRUST
INDEPENDENT EXAMINER'S REPORT TO THE TRUSTEES
OF THE GREAT CROSS TRUST
FOR THE YEAR ENDED 31 DECEMBER 2021

I report to the trustees on my examination of the financial statements charity for the year ended 31 December 2021 set out on the following pages.

Responsibilities and basis of report

As the trustee of the charity you are responsible for the preparation of the financial statements in accordance with the requirements of the Charities Act 2011 ('the Act').

I report in respect of my examination of the charity's financial statements carried out under section 145 of the 2011 Act and in carrying out my examination I have followed all the applicable Directions given by the Charity Commission under section 145(5)(b) of the Act.

Independent examiner's statement

I have completed my examination. I confirm that no material matters have come to my attention in connection with the examination giving me cause to believe that in any material respect:

1. accounting records were not kept in respect of the charity as required by section 130 of the Act; or
2. the financial statements do not accord with those records; or
3. the financial statements do not comply with the applicable requirements concerning the form and content of accounts set out in the Charities (Accounts and Reports) Regulations 2008 other than any requirement that the accounts give a 'true and fair' view which is not a matter considered as part of an independent examination.

I have no concerns and have come across no other matters in connection with the examination to which attention should be drawn in this report in order to enable a proper understanding of the accounts to be reached.

Ian Thompson (ICAEW)
Saint & Co
Chartered Accountants & Registered Auditors
The Old Police Station
Church Street
Ambleside
Cumbria
LA22 0BT

..... Date

THE GREAT CROSS TRUST
STATEMENT OF FINANCIAL ACTIVITIES
FOR THE YEAR ENDED 31 DECEMBER 2021

	Notes	Unrestricted Funds £	Restricted Funds £	Total Funds 2021 £	Total Funds 2020 £
INCOME					
Income from charitable activities					
Rents from cottages		51,346	-	51,346	50,040
Insurance claim		-	-	-	-
		<u>51,346</u>	<u>-</u>	<u>51,346</u>	<u>50,040</u>
Investment income					
Bank and building society interest		254	-	254	302
Total Income		<u>51,600</u>	<u>-</u>	<u>51,600</u>	<u>50,342</u>
EXPENDITURE					
Charitable activities					
Managing agents' fees		6,810	-	6,810	6,383
Heat and light		-	-	-	-
Repairs and renewals		17,038	-	17,038	16,494
Grounds maintenance		1,760	-	1,760	2,001
Insurance		1,796	-	1,796	1,678
Bookkeeping		363	-	363	355
Sundries		50	-	50	25
Governance costs:					
Accounts and independent examination		672	-	672	672
Investment advisor fee		-	-	-	-
Legal fees		-	-	-	-
Total Expenditure		<u>28,489</u>	<u>-</u>	<u>28,489</u>	<u>27,608</u>
NET INCOME		23,111	-	23,111	22,734
Gains on investments	4	7,209	-	7,209	2,300
Transfers		-	-	-	-
Net Movement in Funds		<u>30,320</u>	<u>-</u>	<u>30,320</u>	<u>25,034</u>
Reconciliation of Funds:					
Total Funds brought forward		218,567	1,084,082	1,302,649	1,277,615
Total Funds carried forward		<u>248,887</u>	<u>1,084,082</u>	<u>1,332,969</u>	<u>1,302,649</u>

The statement of financial activities includes all gains and losses recognised in the year.
All income and expenditure derive from continuing activities.

The notes on pages 4 to 6 form part of these accounts.

THE GREAT CROSS TRUST
STATEMENT OF FINANCIAL POSITION
FOR THE YEAR ENDED 31 DECEMBER 2021

	Notes	2021		2020	
		£	£	£	£
FIXED ASSETS					
Tangible fixed assets	3		1,084,082		1,084,082
Investments	4		139,661		82,452
CURRENT ASSETS					
Debtor - rent arrears		1,005		350	
Prepayments		1,838		-	
Bank community account		20,961		25,544	
Business reserve account		66,190		91,182	
Building society accounts		21,653		21,407	
		<u>111,647</u>		<u>138,483</u>	
LIABILITIES: AMOUNTS FALLING DUE WITHIN ONE YEAR					
Creditors & accruals		<u>2,421</u>		<u>2,368</u>	
		<u>2,421</u>		<u>2,368</u>	
NET CURRENT ASSETS			109,226		136,115
NET ASSETS	5		<u><u>1,332,969</u></u>		<u><u>1,302,649</u></u>
FUNDS					
Restricted	6		1,084,082		1,084,082
Unrestricted	6		248,887		218,567
TOTAL FUNDS	6		<u><u>1,332,969</u></u>		<u><u>1,302,649</u></u>

These financial statements were approved by the Board of Trustees on the
and are signed on their behalf by:

..... Mr David Dodgson

..... Mrs Ella Footit

The notes on pages 4 to 6 form part of these accounts.

THE GREAT CROSS TRUST
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 DECEMBER 2021

1. ACCOUNTING POLICIES

Basis of accounting

The financial statements have been prepared under the historical cost convention, as modified by the revaluation of certain fixed assets, and in accordance with the provisions of FRS102 Section 1A, "The Financial Reporting Standard applicable in the UK and the Republic of Ireland", the Accounting and Reporting by Charities - Statement of Recommended Practice 2015 and the Charities Act 2011. The financial statements are prepared in sterling, which is the functional currency of the entity.

Judgements and key sources of estimation uncertainty

The preparation of the financial statements requires management to make judgements, estimates and assumptions that affect the amounts reported. These estimates and judgements are continually reviewed and are based on experience and others factors, including expectations of future events that are believed to be reasonable under the circumstances.

The only judgement that has been made that could have a material effect on the carrying amounts of assets is in respect of freehold land and property. Freehold property depreciation and valuation policies are detailed below.

Depreciation

Freehold Property - no depreciation is charged on the properties because they are maintained in such a state of repair that their estimated residual value is not less than their cost/valuation.

Freehold property valuation

The freehold land and property, known as Great Cross Cottages, was valued in September 2002 at the request of the bank for mortgage lending purposes only. The revaluation reserve reflecting this valuation is shown in the notes to the accounts. There is no policy to revalue this freehold property since that date. The other freehold property, known as Chance Cottages, is stated at original cost.

Investments

Listed investments are measured at fair value with changes in fair value being recognised in the Statement of Financial Activities.

Income

This is included on a receivable basis. Income given specifically to provide a fixed asset is initially allocated to the appropriate restricted fund. If the use of the asset then acquired is restricted there is no movement on the restricted fund; if the use of the asset is unrestricted the expenditure is reflected by a transfer from the restricted fund to the appropriate unrestricted fund.

Expenditure

This is included in the statement on an accruals basis.

THE GREAT CROSS TRUST
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 DECEMBER 2021

2. TRUSTEES' REMUNERATION & EXPENSES AND STAFF COSTS

No remuneration directly or indirectly out of the funds of the charity was paid or payable for the year to any trustee or to any person or persons known to be connected with any of them.

No expenses were paid to any trustee any person connected with them.

There were no employees / staff costs in 2021 (2020: none).

3. TANGIBLE FIXED ASSETS

	Great Cross Cottages and Land	Chance Cottages	Total Freehold Property
	£	£	£
Cost/Valuation			
Brought forward	710,224	373,858	1,084,082
Additions	-	-	-
Carried forward	<u>710,224</u>	<u>373,858</u>	<u>1,084,082</u>
Depreciation			
Brought forward & carried forward	<u>-</u>	<u>-</u>	<u>-</u>
Net Book Value			
At 31 December 2021	<u>710,224</u>	<u>373,858</u>	<u>1,084,082</u>
At 31 December 2020	<u>710,224</u>	<u>373,858</u>	<u>1,084,082</u>

4. INVESTMENTS

	Listed Investment Portfolio
	£
Value at 31 December 2020	82,452
Additions	50,000
Fair value movement	7,209
Value at 31 December 2021	<u>139,661</u>

The cost of the investment portfolio held at the balance sheet date is £134,023 (2020: £80,061).

THE GREAT CROSS TRUST
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 DECEMBER 2021

5. ANALYSIS OF NET ASSETS BETWEEN FUNDS

	Tangible Fixed Assets £	Investments £	Net Current Assets/ (Liabilities) £	Total £
Restricted Funds				
Great Cross Cottages and Land (cottages originally donated by Miss Mary Chance for local letting and cannot be sold)				
Cost	155,718	-	-	155,718
Revaluation Reserve September 2002	554,506	-	-	554,506
	<u>710,224</u>	<u>-</u>	<u>-</u>	<u>710,224</u>
Chance Cottages (SLDC planning restriction to be let to local people at affordable rents and not to be sold)				
Cost	373,858	-	-	373,858
	<u>1,084,082</u>	<u>-</u>	<u>-</u>	<u>1,084,082</u>
Unrestricted Funds				
General Fund	-	139,661	109,226	248,887
	<u>-</u>	<u>139,661</u>	<u>109,226</u>	<u>248,887</u>
Total Funds	<u><u>1,084,082</u></u>	<u><u>139,661</u></u>	<u><u>109,226</u></u>	<u><u>1,332,969</u></u>

6. RECONCILIATION OF MOVEMENT IN FUNDS

	Funds brought forward £	Net income/ (expenditure) £	Gains £	Funds carried forward £
Restricted Funds				
Great Cross Cottages and Land				
Cost	155,718	-	-	155,718
Revaluation Reserve September 2002	554,506	-	-	554,506
	<u>710,224</u>	<u>-</u>	<u>-</u>	<u>710,224</u>
Chance Cottages				
Cost	373,858	-	-	373,858
	<u>1,084,082</u>	<u>-</u>	<u>-</u>	<u>1,084,082</u>
Unrestricted Funds				
General Fund	218,567	23,111	7,209	248,887
	<u>218,567</u>	<u>23,111</u>	<u>-</u>	<u>248,887</u>
Total Funds	<u><u>1,302,649</u></u>	<u><u>23,111</u></u>	<u><u>-</u></u>	<u><u>1,332,969</u></u>

THE GREAT CROSS TRUST

FINANCIAL STATEMENTS

FOR THE YEAR ENDED 31 DECEMBER 2021

Registered Charity Number: 1098276

THE GREAT CROSS TRUST

FINANCIAL STATEMENTS

FOR THE YEAR ENDED 31 DECEMBER 2021

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**THE GREAT CROSS TRUST
INDEPENDENT EXAMINER'S REPORT TO THE TRUSTEES
OF THE GREAT CROSS TRUST
FOR THE YEAR ENDED 31 DECEMBER 2021**

I report to the trustees on my examination of the financial statements charity for the year ended 31 December 2021 set out on the following pages.

Responsibilities and basis of report

As the trustee of the charity you are responsible for the preparation of the financial statements in accordance with the requirements of the Charities Act 2011 ('the Act').

I report in respect of my examination of the charity's financial statements carried out under section 145 of the 2011 Act and in carrying out my examination I have followed all the applicable Directions given by the Charity Commission under section 145(5)(b) of the Act.

Independent examiner's statement

I have completed my examination. I confirm that no material matters have come to my attention in connection with the examination giving me cause to believe that in any material respect:

1. accounting records were not kept in respect of the charity as required by section 130 of the Act; or
2. the financial statements do not accord with those records; or
3. the financial statements do not comply with the applicable requirements concerning the form and content of accounts set out in the Charities (Accounts and Reports) Regulations 2008 other than any requirement that the accounts give a 'true and fair' view which is not a matter considered as part of an independent examination.

I have no concerns and have come across no other matters in connection with the examination to which attention should be drawn in this report in order to enable a proper understanding of the accounts to be reached.

Ian Thompson (ICAEW)
Saint & Co
Chartered Accountants & Registered Auditors
The Old Police Station
Church Street
Ambleside
Cumbria
LA22 0BT

..... Date

THE GREAT CROSS TRUST
STATEMENT OF FINANCIAL ACTIVITIES
FOR THE YEAR ENDED 31 DECEMBER 2021

	Notes	Unrestricted Funds £	Restricted Funds £	Total Funds 2021 £	Total Funds 2020 £
INCOME					
Income from charitable activities					
Rents from cottages		51,346	-	51,346	50,040
Insurance claim		-	-	-	-
		<u>51,346</u>	<u>-</u>	<u>51,346</u>	<u>50,040</u>
Investment income					
Bank and building society interest		254	-	254	302
		<u>254</u>	<u>-</u>	<u>254</u>	<u>302</u>
Total Income		<u>51,600</u>	<u>-</u>	<u>51,600</u>	<u>50,342</u>
EXPENDITURE					
Charitable activities					
Managing agents' fees		6,810	-	6,810	6,383
Heat and light		-	-	-	-
Repairs and renewals		17,038	-	17,038	16,494
Grounds maintenance		1,760	-	1,760	2,001
Insurance		1,796	-	1,796	1,678
Bookkeeping		363	-	363	355
Sundries		50	-	50	25
Governance costs:					
Accounts and independent examination		672	-	672	672
Investment advisor fee		-	-	-	-
Legal fees		-	-	-	-
		<u>28,489</u>	<u>-</u>	<u>28,489</u>	<u>27,608</u>
Total Expenditure		<u>28,489</u>	<u>-</u>	<u>28,489</u>	<u>27,608</u>
NET INCOME		23,111	-	23,111	22,734
Gains on investments	4	7,209	-	7,209	2,300
Transfers		-	-	-	-
		<u>30,320</u>	<u>-</u>	<u>30,320</u>	<u>25,034</u>
Net Movement in Funds		<u>30,320</u>	<u>-</u>	<u>30,320</u>	<u>25,034</u>
Reconciliation of Funds:					
Total Funds brought forward		218,567	1,084,082	1,302,649	1,277,615
Total Funds carried forward		<u>248,887</u>	<u>1,084,082</u>	<u>1,332,969</u>	<u>1,302,649</u>

The statement of financial activities includes all gains and losses recognised in the year.
All income and expenditure derive from continuing activities.

The notes on pages 4 to 6 form part of these accounts.

THE GREAT CROSS TRUST
STATEMENT OF FINANCIAL POSITION
FOR THE YEAR ENDED 31 DECEMBER 2021

	Notes	2021		2020	
		£	£	£	£
FIXED ASSETS					
Tangible fixed assets	3		1,084,082		1,084,082
Investments	4		139,661		82,452
CURRENT ASSETS					
Debtor - rent arrears		1,005		350	
Prepayments		1,838		-	
Bank community account		20,961		25,544	
Business reserve account		66,190		91,182	
Building society accounts		21,653		21,407	
		<u>111,647</u>		<u>138,483</u>	
LIABILITIES: AMOUNTS FALLING DUE WITHIN ONE YEAR					
Creditors & accruals		<u>2,421</u>		<u>2,368</u>	
		<u>2,421</u>		<u>2,368</u>	
NET CURRENT ASSETS			109,226		136,115
NET ASSETS	5		<u><u>1,332,969</u></u>		<u><u>1,302,649</u></u>
FUNDS					
Restricted	6		1,084,082		1,084,082
Unrestricted	6		248,887		218,567
TOTAL FUNDS	6		<u><u>1,332,969</u></u>		<u><u>1,302,649</u></u>

These financial statements were approved by the Board of Trustees on the
and are signed on their behalf by:

..... Mr David Dodgson

..... Mrs Ella Footit

The notes on pages 4 to 6 form part of these accounts.

THE GREAT CROSS TRUST
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 DECEMBER 2021

1. ACCOUNTING POLICIES

Basis of accounting

The financial statements have been prepared under the historical cost convention, as modified by the revaluation of certain fixed assets, and in accordance with the provisions of FRS102 Section 1A, "The Financial Reporting Standard applicable in the UK and the Republic of Ireland", the Accounting and Reporting by Charities - Statement of Recommended Practice 2015 and the Charities Act 2011. The financial statements are prepared in sterling, which is the functional currency of the entity.

Judgements and key sources of estimation uncertainty

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The only judgement that has been made that could have a material effect on the carrying amounts of assets is in respect of freehold land and property. Freehold property depreciation and valuation policies are detailed below.

Depreciation

Freehold Property - no depreciation is charged on the properties because they are maintained in such a state of repair that their estimated residual value is not less than their cost/valuation.

Freehold property valuation

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Investments

Listed investments are measured at fair value with changes in fair value being recognised in the Statement of Financial Activities.

Income

This is included on a receivable basis. Income given specifically to provide a fixed asset is initially allocated to the appropriate restricted fund. If the use of the asset then acquired is restricted there is no movement on the restricted fund; if the use of the asset is unrestricted the expenditure is reflected by a transfer from the restricted fund to the appropriate unrestricted fund.

Expenditure

This is included in the statement on an accruals basis.

THE GREAT CROSS TRUST
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 DECEMBER 2021

2. TRUSTEES' REMUNERATION & EXPENSES AND STAFF COSTS

No remuneration directly or indirectly out of the funds of the charity was paid or payable for the year to any trustee or to any person or persons known to be connected with any of them.

No expenses were paid to any trustee any person connected with them.

There were no employees / staff costs in 2021 (2020: none).

3. TANGIBLE FIXED ASSETS

	Great Cross Cottages and Land	Chance Cottages	Total Freehold Property
	£	£	£
Cost/Valuation			
Brought forward	710,224	373,858	1,084,082
Additions	-	-	-
Carried forward	<u>710,224</u>	<u>373,858</u>	<u>1,084,082</u>
Depreciation			
Brought forward & carried forward	<u>-</u>	<u>-</u>	<u>-</u>
Net Book Value			
At 31 December 2021	<u>710,224</u>	<u>373,858</u>	<u>1,084,082</u>
At 31 December 2020	<u>710,224</u>	<u>373,858</u>	<u>1,084,082</u>

4. INVESTMENTS

	Listed Investment Portfolio
	£
Value at 31 December 2020	82,452
Additions	50,000
Fair value movement	7,209
Value at 31 December 2021	<u>139,661</u>

The cost of the investment portfolio held at the balance sheet date is £134,023 (2020: £80,061).

THE GREAT CROSS TRUST
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5. ANALYSIS OF NET ASSETS BETWEEN FUNDS

	Tangible Fixed Assets £	Investments £	Net Current Assets/ (Liabilities) £	Total £
Restricted Funds				
Great Cross Cottages and Land (cottages originally donated by Miss Mary Chance for local letting and cannot be sold)				
Cost	155,718	-	-	155,718
Revaluation Reserve September 2002	554,506	-	-	554,506
	<u>710,224</u>	<u>-</u>	<u>-</u>	<u>710,224</u>
Chance Cottages (SLDC planning restriction to be let to local people at affordable rents and not to be sold)				
Cost	373,858	-	-	373,858
	<u>1,084,082</u>	<u>-</u>	<u>-</u>	<u>1,084,082</u>
Unrestricted Funds				
General Fund	-	139,661	109,226	248,887
	<u>-</u>	<u>139,661</u>	<u>109,226</u>	<u>248,887</u>
Total Funds	<u><u>1,084,082</u></u>	<u><u>139,661</u></u>	<u><u>109,226</u></u>	<u><u>1,332,969</u></u>

6. RECONCILIATION OF MOVEMENT IN FUNDS

	Funds brought forward £	Net income/ (expenditure) £	Gains £	Funds carried forward £
Restricted Funds				
Great Cross Cottages and Land				
Cost	155,718	-	-	155,718
Revaluation Reserve September 2002	554,506	-	-	554,506
	<u>710,224</u>	<u>-</u>	<u>-</u>	<u>710,224</u>
Chance Cottages				
Cost	373,858	-	-	373,858
	<u>1,084,082</u>	<u>-</u>	<u>-</u>	<u>1,084,082</u>
Unrestricted Funds				
General Fund	218,567	23,111	7,209	248,887
	<u>218,567</u>	<u>23,111</u>	<u>-</u>	<u>248,887</u>
Total Funds	<u><u>1,302,649</u></u>	<u><u>23,111</u></u>	<u><u>-</u></u>	<u><u>1,332,969</u></u>