

Administered by: Ark Insurance Group

Issued under Unique Market Reference Number: B1262BW00324





Insurance undertaking: Faraday Underwriting Limited

## **Leisure Policy Schedule**

This schedule forms part of your policy and should be read together with your policy document and statement of fact. If any of the information is incorrect, please contact your insurance adviser.

#### Sum Insured

It is essential and in your own interest that you consider the adequacy of your cover advising us immediately of any increases or alterations required. Please check that the sums insured within this policy schedule represent the full re-instatement value of your property. Failure to specify an accurate sum insured could result in claims payments being reduced by the proportion of the stated sum insured to the correct value at risk.

#### **Material Facts**

All material facts must be disclosed. Failure to do so could invalidate your insurance. A material fact is one that is likely to influence an insurer in the assessment and acceptance of the proposal (e.g. any criminal conviction concerning dishonesty). Material facts must be disclosed in relation to you and all persons who are to be insured. If you are in any doubt as to whether a fact is material or not, then it should be disclosed to the Insurer. If any changes in circumstances arise during the period of insurance cover please provide full details.

Broker / Intermediary	Peacock Insurance Services Limited	Agent	Ark Insurance Group
Policy number	ARK-FUL-EH-017400		
Effective date	24/05/2018		
Date of issue	25 May 2018		
Reason for issue	New Business		
Insurer	Faraday Underwriting Limited		

#### Period of Insurance: Premium:

From	24/05/2018	Premium excluding IPT	£285.38
То	24/05/2019	Insurance premium tax	£34.25
		Total premium including IPT	£310 63

Policyholder \ Contact name	Sean Macdonald
Business Name	Bicester Bouncy Caste Hire
Address	68 Vicarage Lane Steeple Claydon Buckingham MK18 2PR
Joint applicants (if applicable):	
Business Description:	Equipment Hirer of the specified items listed below in 'Section 2B & 2C – Public and Products Liability'

Policy number	ARK-FUL-EH-017400
Effective date	24/05/2018
Date of issue	25 May 2018

### Sections of cover

## Section 1 - Equipment Damage

## Do you require Theft or Material Damage cover to your apparatus: No

Apparatus Type	Total Value	Number of items
Bouncy Castle (15 and under only)	£0.00	1
Bouncy Castle (15 and under only)	£0.00	1
Bouncy Castle (15 and under only)	£0.00	1
Bouncy Castle (15 and under only)	£0.00	1
Bouncy Castle (15 and under only)	£0.00	1
Bouncy Castle (15 and under only)	£0.00	1
Bouncy Castle (All age groups)	£0.00	1
Human Table Football	£0.00	1
Inflatable Slide - Platform Height 10' - 19'11"	£0.00	1

### N.B. The apparatus order above is listed in the same order and refers to those apparatus detailed in the statement of fact.

Total Sum Insured: £0.00

Excess applicable to this section: £250 (reducing to £100 in respect of Fire and Theft)

Endorsements applicable to this section listed below:

None

# Section 2A - Employers Liability

Limit of Liability: £0.00

Excess applicable to this section: Nil

Endorsements applicable to this section listed below:

## Leisure19. PERSONAL PROTECTIVE EQUIPMENT (PPE)

It is a condition precedent to the COMPANYS liability under this Insurance that

- (a) all **EMPLOYEES** are made aware of the dangers of not using personal protective equipment
- (b) personal protective equipment is provided
- (a) a register is maintained which demonstrates that **EMPLOYEES** have received appropriate training and are fully conversant with the way in which to access such personal protective equipment.

## Section 2B & 2C - Public and Products Liability

Apparatus Type	Number of items
Bouncy Castle (15 and under only)	1
Bouncy Castle (15 and under only)	1
Bouncy Castle (15 and under only)	1
Bouncy Castle (15 and under only)	1
Bouncy Castle (15 and under only)	1
Bouncy Castle (15 and under only)	1
Bouncy Castle (All age groups)	1
Human Table Football	1
Inflatable Slide - Platform Height 10' - 19'11"	1

N.B. The apparatus order above is listed in the same order and refers to those apparatus detailed in the statement of fact.

Limit of Liability: £1,000,000.00 (Aggregate total for period of cover as shown above.)

Excess applicable to this section: £250 in respect of Third Party Property Damage

Endorsements applicable to this section listed below:

It is a condition precedent to liability that You have a signed contract in place with the hirer of the **Equipment** which contains the following conditions as a minimum:

- a) A responsible Adult (17+) must supervise the Inflatable Equipment at all times when in use.
- b) Inflatable Equipment will be fully secured to the ground at all times during use as per the manufacturers' recommendations.
- Always ensure Children are not pushing, colliding, fighting or behaving in a manner likely to injure or cause distress to others.
- d) that no person or persons under the influence of alcohol and/or prescribed and/or non prescribed drugs and/or any other intoxicating substance will use or supervise the **Equipment**.
- e) Do not allow Children & Adults on the Inflatable **Equipment** at the same time.
- f) Do not allow children around the back of the Inflatable Equipment unsupervised.
- g) Ensure that no-one with a history of back or neck problems or any medical condition which could reasonably be aggravated by using the **Equipment** is allowed on the Inflatable.
- h) Please ensure that participants are not attempting somersaults and are clothed appropriately with nothing in their pockets
- If Face Painting is listed above the following endorsement applies:

**BC108** - **We** shall not cover **You** unless any paints and cosmetics used are manufactured using non-toxic cosmetically approved ingredients and comply with EU and FDA regulations and must be removable with soap.

If Water Walkers / Mobile Climbing Wall is listed above the following endorsement applies:

#### Leisure 10. LEISURE PURSUITS CONDITION

It is a condition precedent to liability under this Insurance that

- (a) that no person or persons under the influence of alcohol and or prescribed drugs and or non prescribed drugs and or any other intoxicating substance will be allowed to participate or supervise the activity at anytime
- (b) all instructors and leaders hold the correct National Governing Bodies (NGB) qualification or have had an appropriately NGB-qualified technical advisor assess them.

Where there is no relevant NGB qualification all instructors and leaders have received appropriate training and assessment for or are appropriately experienced to undertake instruction in the activities concerned

- (c) all activities are supervised by trained and experienced instructors
- (d) all participants of any water activity wears buoyancy aids
- (e) canoeing and kayaking activities do not exceed BCU grade 2
- (f) all participants using bicycles wear helmets
- (g) all participants of abseiling and climbing wear protective head gear and utilise safety ropes in all circumstances (not applicable to rock rotating climbing units, indoor climbing walls or indoor bouldering) in respect of persons under the age of 16 years **You** obtain a signed indemnity form by a parent or guardian of the minor
- You shall obtain a signed suitability to participate form from all participants declaring their fitness existing injuries and or any medical conditions. A copy of said declaration must be retained by the insured and made available for insurers upon request.

In respect of persons under 16 years a counter signature by the parent or guardian is mandatory. A copy of said declaration must be retained by **You** and made available for **Us** upon request

- (i) all participants must complete and sign a declaration to confirm that:
  - i) they have been given a safety briefing on the risks involved,
  - ii) that they accept that these activities are dangerous and can result in death and or injury,
  - iii) that they accept the risks involved and are responsible for their own actions and or involvement

In respect of persons under 16 years a counter signature by the parent or guardian is mandatory. A copy of said declaration must be retained by **You** and made available for **Us** upon request

(j) all equipment must be operated in accordance with manufacturers recommendations.

We shall not cover You in respect of:

- (k) any liability in respect of pyrotechnics explosives fireworks and or similar
- (I) any losses resultant from the pursuits of climbing or abseiling without the use of safety ropes (not applicable to rock rotating climbing units, indoor climbing walls or indoor bouldering)
  - If Marquee Hire is listed above the following endorsement applies:

## Leisure11. MARQUEE CONDITION

It is a condition precedent to liability under this Insurance that

- (a) only associated equipment is hired out with the marquees
- (b) marguees are only erected and dismantled by You and or suitably experienced Employees of Yours
- (c) You comply with the MUTA Codes of Practice
- (d) a MUTA Site Safety Checklist is completed by an experienced individual for each and every hire
- (e) a signed contract or Terms and Conditions is obtained from each client which includes that the client must inform our insured of the location of any underground services

We shall not cover You in respect of:

- (f) damage to the ground erection site or surface
- (g) damage to the marquees whilst being erected and dismantled
- (h) any liability in respect of pyrotechnics explosives fireworks and or similar
  - If **Mobile DJ** is listed above the following endorsement applies:

### Leisure12. MOBILE DISC JOCKEY CONDITION

We shall not cover You in respect of:

- (a) the operation of foam cannons bubble machines and or similar
- (b) any liability in respect of pyrotechnics explosives fireworks and or similar

 If Junior Quads', Off Road Karts, 'Quad Operator is listed above the following endorsement applies (not applicable if equipment is battery powered):

### Leisure13. MOTORSPORTS CONDITION

It is a condition precedent to liability under this Insurance in respect of quad bikes and off road karts and off road vehicle activities that

- (a) no more than one person is allowed in any one kart at any one time
- (b) no alcohol is sold or supplied during any event
- (c) that no person or persons under the influence of alcohol and or prescribed drugs and or non prescribed drugs and or any other intoxicating substance will be allowed to participate or supervise the activity at anytime
- (d) spectators shall be kept behind an adequate barrier separated from the track side and shall not be permitted to enter the circuit whilst activities are in operation
- (e) the track is adequately marshaled by You and or experienced Employees of Yours at all times during all events
- (f) full face helmets (BSI 6658-1985 or the newer UN ECE 22.05) gloves and suitably sized overalls are worn by all participants
- (g) if participants do not wish to wear overalls they must sign a disclaimer to this affect and **You** and or experienced **Employees** must ensure that each participant does not have any loose clothing which may cause injury

- (h) fire extinguishers are kept available for use
- (i) first aid medical facilities are kept available for use and at least one person qualified in first aid must be on site at all times when open for business
- fuel is kept in a safe environment and any re fuelling takes place in a safe environment away from participants and spectators
- (k) activities shall be provided within a designated area only
- (I) all karts be fitted with full roll cages side netting and four point harnesses
- (m) the insured shall comply with the All-Terrain Motor Vehicles (Safety) Regulations 1989
- (n) quad bike treks shall be accompanied front and rear by **You** and or suitably experienced **Employees** of all of which must be at least 18 years of age
- (o) where quad treks consist of three bikes or less only one instructor or suitable **Employee** need accompany them
- (p) quad treks shall take place on private land only
- (q) You shall apply barrier protection methods at strategic areas where deemed necessary and apply an adequate run-off
- (r) where quads or karts are operated on a mobile basis circuits shall be entirely protected by an inflatable barrier hay bales or tyre walls (tyres must be tethered together and stacked at least three high)
- (s) all equipment must be operated in accordance with manufacturers recommendations
- You shall obtain a signed suitability to participate forms from all participants declaring their fitness existing injuries and or any medical conditions

A copy of said declaration must be retained by the insured and made available for insurers upon request.

In respect of persons under 16 years, a counter signature by the parent or guardian is mandatory.

A copy of said declaration must be retained by the insured and made available for insurers upon request

- (u) all participants must complete and sign a declaration to confirm that:
  - (i) they have been given a safety briefing on the risks involved,
  - (ii) that they accept that these activities are dangerous and can result in death and or injury,
  - (iii) that they accept the risks involved and are responsible for their own actions and or involvement.

In respect of persons under 16 years a counter signature by the parent or guardian is mandatory. A copy of said declaration must be retained by **You** and made available for **Us** upon request

We shall not cover You in respect of:

- (v) the carriage of passengers
- (w) any use where insurance is required by virtue of the Road Traffic Act
- (x) the operation of any vehicle over or on any kind of man-made obstacle or apparatus
- (y) any activities not specified herein
- (z) any liability in respect of any vehicle not listed or specified herein

If Paintball Target Tunnel or Mobile Trailer Laser Quest is listed above the following endorsement applies:

#### Leisure16. PAINTBALL/AIRSOFT/ LASER TAG CONDITION

It is a condition precedent to liability under this Insurance in respect of all Paintball and/or Airsoft activities undertaken that:

- (a) You do not allow persons to use their own paint markers unless they are inspected and chronographed by You prior to their use
- (b) Pre-game safety briefings in accordance with UKPSF and UKARA guidelines are given to all participants before games all participants complete a pre-game disclaimer
- (c) all participants participating in paintball and air soft activities wear protective clothing (a minimum of goggles facemask and overalls which fully cover all limbs)
- (d) first aid medical facilities are kept available for use and at least one person qualified in first aid must be on site at all times when open for business
- (e) You have a minimum age limit of 11+ years applicable for people to participate in paintball and air soft activities
- (f) that no person or persons under the influence of alcohol and or prescribed drugs and or non-prescribed drugs and or any other intoxicating substance will be allowed to participate or supervise the activity at anytime
- (g) all equipment shall meet British Safety Standards (BSI) and or European Directive Standards (CE) and all masks

- markers bottles regulators and any other equipment shall be appropriately stamped
- (h) (i) all activities are marshaled by trained and or experienced **Employees**
- the ratio of supervisors and instructors to participants is 1:1

Please find below a sample Hire agreement, this or a similar agreement MUST be signed for every hire where you or an employee will not be in attendance and retained by you for the insurers inspection if required.

The below 'Hire Checklist' should be completed in every instance before the equipment is used,

Please print or photocopy these for your own use.

#### HIRE AGREEMENT & SAFETY INSTRUCTIONS

#### Including Terms and Conditions of Hire

It is the responsibility of the person who is hiring this Equipment to ensure that all possible steps are taken to avoid injury or damage to the Inflatable.

Please ensure that the following Safety Instructions are followed:

- Inflatable Equipment will be fully secured to the ground at all times during use as per the manufacturers' recommendations.
- Ensure that the area around the unit is completely clear at all time.
- Do not allow anyone on the Equipment during inflation or deflation.
- A responsible Adult (17+) must supervise the Inflatable at all times when in use.
- Do not allow Children & Adults on the Inflatable at the same time unless for the sole purpose of assisting a child.
- Please ensure that participants are not attempting somersaults and are clothed appropriately with nothing in their pockets.
- Climbing, hanging or sitting on walls is DANGEROUS and must not be allowed.
- Avoid large and small Children from using it at the same time.
- No food, drinks or chewing gum to be allowed on the Inflatable.
- All shoes, glasses, jewellery, badges MUST be removed before using the Inflatable.
- No smoking or barbeques near or within an unsafe distance of the Inflatable.
- Always ensure that the Inflatable is not overcrowded, and limit numbers according to the age and size of Children using it.
- Always ensure Children are not pushing, colliding, fighting or behaving in a manner likely to injure or cause distress to others.
- No pets, toys or sharp instruments are allowed on the Inflatable.
- Do not allow anyone to bounce on the front safety step.
- Ensure that no-one with a history of back or neck problems or any medical condition which could reasonably be aggravated by using the equipment is allowed on the Inflatable.
- Do not allow children around the back of the Inflatable unsupervised
- The Inflatable should not be used if it becomes wet on the jumping area or in the event of rain, the unit should not be used.
- In the event that the blower stops working, please ensure all users get off the inflatable immediately.
- No person or persons under the influence of alcohol and/or prescribed and/or non prescribed drugs and/or any other intoxicating substance will use or supervise the Equipment.

IF YOU ARE UNSURE OF ANYTHING, PLEASE CONTACT US.

## DISCLAIMER - Please note that all persons using this Inflatable do so at their own risk.

The person/s or organisation hiring this Inflatable equipment will be responsible/liable for any damage or injury occurring from or as a result of misuse or reckless use.

These guidelines are for the safety of all people using this equipment, and it is the sole responsibility of the hirer to ensure they are fully adhered to at all times.

We cannot accept any responsibility for any injury caused to anyone using this equipment.

I have read the above agreement and fully understand and accept the conditions as above.

I am aware that whilst in my care I am fully responsible for the Equipment and will pay for any loss or damage that may occur.

# I HEREBY AGREE TO ABIDE BY THE TERMS AND CONDITIONS LISTED ABOVE

HIRE DATE & TIME	SIGNED
NAME IN FULL	

Date:	
Time:	
Customer Name:	

# **HIRE CHECKLIST**

Yes	No
Setup area clear of debris and/or sharp objects.	
Inflatable(s) are stable and on level ground.	
Inflatable(s) have been suitably anchored to the ground.	
Blower(s) are securely attached & a safe distance from the equipment.	
Electrical cords are in good working order.	
There are no visible tears, rips or seams to the inflatable.	
Equipment left fully inflated and in working order.	
Hire agreement & safety instructions signed by customer	

Customer SIGNED
Hirer SIGNED
NAME IN FULL
POSITION