Leisure Insure .

Company Number OC311741 Authorised & regulated by the Financial Conduct Authority Registration number 430849 Leisureinsure LLP Network Point Range Road Witney OX29 OYN

Telephone: 01993 700761 Facsimile: 0870 766 8392

www.leisureinsure.co.uk

Thank you for purchasing insurance from Leisureinsure LLP.

This document includes;

1. Your Schedule of Insurance

This contains details of what you are insured for. It is important that you read this carefully to ensure that you have the correct cover for your needs. If you have any queries whatsoever regarding your cover please contact us.

2. Statement of Fact

Please make sure that you can comply with this as failure to do so may invalidate this policy and your cover.

Schedule of Insurance		
Wording:	S&LC 0915 - LI UK	
Policy Number:	108960	
Period of Insurance:	Time: 00:00	From: 05/12/2017
	Time: 00:00	To: 05/12/2018
Local standard time at the Insured's address stated below		

This policy will not automatically renew: notice is hereby given that cover will terminate and not be renewed at the expiry date unless a new agreement is reached between the **Insurer** and the **Insured**.

The Insured	
Name:	Mr. Bouncy Castle Ltd
Correspondence Address:	Flat D, Fitzroy Court, Bradbourne Road, Sevenoaks, TN13 3PY
Premises:	n/a
Business:	Supervised Operation of Leisure Equipment as Specified Herein Only
Territory:	United Kingdom of Great Britain & Northern Ireland, the Isle of Man & the Channel Isles

Premium: £2,712 Insurance Premium Tax (12.00%) £325.4	
Leisure Insure Fee £200.0	
Total Premium: £3,237	.85

Security

Catlin Insurance Company (UK) Ltd

Material Damage: Insured

The property covered is as stated in each Material Damage Specification

The **Insured** shall be entitled to claim under only one Material Damage Specification in respect of each item of property which has sustained **Damage**. The Specification should be read in conjunction with the policy wording

Territory: At the Premises unless otherwise stated below

Excess: £2,500 in respect of subsidence, heave or landslip, otherwise £250

Item	Item Description (including ancillary equipment)	Specification	Territory	Sum Insured
No				
1	1 x Inflatable Twin Lane Bungee Run	5.2.5	United Kingdom	£2,900
2	2 x Inflatable Last Man Standing (Electric)	5.2.5	United Kingdom	£12,000
3	1 x Inflatable Slide Under 20' Platform 13' x 20'	5.2.5	United Kingdom	£3,750
4	2 x Children Only Combi Castle 20' x 22'	5.2.5	United Kingdom	£8,000
5	1 x Children Only Combi Castle 18' x 22'	5.2.5	United Kingdom	£4,000
6	1 x Children Only Inflatable Castle 13' x 15'	5.2.5	United Kingdom	£700
7	1 x Children Only Inflatable Castle 11' x 15'	5.2.5	United Kingdom	£500
8	1 x Children Only Inflatable Castle-Peppa 7' x 10'	5.2.5	United Kingdom	£200
9	1 x Children Only Inflatable Castle-Thomas 7' x 10	5.2.5	United Kingdom	£200
10	2 x Adult/Children Obstacle Course 12' x 50'	5.2.5	United Kingdom	£12,000
11	1 x Children Only Obstacle Course 10' x 45'	5.2.5	United Kingdom	£2,500
12	1 x Adult/Children Inflatable Castle 20' x 25'	5.2.5	United Kingdom	£2,000
13	1 x Adult/Children Inflatable Castle 18' x 19'	5.2.5	United Kingdom	£500
14	1 x Gladiator Duel 18' x 19'	5.2.5	United Kingdom	£1,000
15	2 x Adult/Children Inflatable Castles 18' x 20'	5.2.5	United Kingdom	£3,600
16	1 x Children Only Obstacle Course 15' x 35'	5.2.5	United Kingdom	£3,600
17	1 x Children Only Obstacle Course 10' x 27'	5.2.5	United Kingdom	£2,500
18	1 x Children Only Combi Castle 15.5 x 23.5'	5.2.5	United Kingdom	£2,000
19	1 x Children Only Combi Castle 16.5'x 25'	5.2.5	United Kingdom	£1,500
20	1 x Children Only Combi Castle 15' x 18'	5.2.5	United Kingdom	£1,000
21	1 x Children Only Inflatable Disco Dome 20' x 24'	5.2.5	United Kingdom	£3,500
22	1 x Ball Pool 1.3m Diameter	5.2.5	United Kingdom	£500
23	1 x Toddler Only Bounce & Slide 12'2" x 11'	5.2.5	United Kingdom	£1,000

Business Interruption: Not Insured

Employers' Liability: Insured

Limit of Liability:

£10,000,000 any one Occurrence

Subject to the following sub-limits which shall be part of and not in addition to the above limit:Terrorism:£5,000,000 any one OccurrenceAsbestos:£5,000,000 any one Occurrence

Covered Jurisdictions:

United Kingdom of Great Britain & Northern Ireland, the Isle of Man & the Channel Isles

Category	Wageroll
Manual Excluding Height Work Over 5m	£15,000

Public Liability: Insured		
Excess:	£1,000	
Limit of Liability:	£5,000,000 any one Occurrence	
	Subject to the following extension which shall be part of and not in addition to the above limit: Pollution Liability: £1,000,000 any one Occurrence and in the aggregate	
Business Premises:	The Business is carried on from premises in the following territories and no others for the purposes of this Section:	
Territory:	United Kingdom of Great Britain & Northern Ireland, the Isle of Man & the Channel Isles	

Item	Item Description (including ancillary equipment)
No 1	1 Inflatable Turin Long Dungan Dun
-	1 x Inflatable Twin Lane Bungee Run
2	2 x Inflatable Last Man Standing (Electric)
3	1 x Inflatable Slide Under 20' Platform 13' x 20'
4	2 x Children Only Combi Castle 20' x 22'
5	1 x Children Only Combi Castle 18' x 22'
6	1 x Children Only Inflatable Castle 13' x 15'
7	1 x Children Only Inflatable Castle 11' x 15'
8	1 x Children Only Inflatable Castle-Peppa 7' x 10'
9	1 x Children Only Inflatable Castle-Thomas 7' x 10
10	2 x Adult/Children Obstacle Course 12' x 50'
11	1 x Children Only Obstacle Course 10' x 45'
12	1 x Adult/Children Inflatable Castle 20' x 25'
13	1 x Adult/Children Inflatable Castle 18' x 19'
14	1 x Gladiator Duel 18' x 19'
15	2 x Adult/Children Inflatable Castles 18' x 20'
16	1 x Children Only Obstacle Course 15' x 35'
17	1 x Children Only Obstacle Course 10' x 27'
18	1 x Children Only Combi Castle 15.5 x 23.5'
19	1 x Children Only Combi Castle 16.5'x 25'
20	1 x Children Only Combi Castle 15' x 18'
21	1 x Children Only Inflatable Disco Dome 20' x 24'
22	1 x Ball Pool 1.3m Diameter
23	1 x Toddler Only Bounce & Slide 12'2" x 11'

Products Liability: Insured

Excess:	£1,000	
Limit of Liability:	£5,000,000 any one Occurrence and in the aggregate	
	Subject to the following extension which shall be part of and not in addition to the above limit: Pollution Liability: £100,000 any one Occurrence and in the aggregate	
Products sold or supplied to:	United Kingdom of Great Britain & Northern Ireland, the Isle of Man & the Channel Isles	

Professional Liability: Not Insured

Trustees Liability: Not Insured

Trustees Personal Accident: Not Insured

Portable Equipment Security & Storage Conditions

Cover under all individual policy Sub-Sections is subject to the following additional conditions, unless agreed otherwise in writing:

Any building in which your equipment is stored:

- (a) is made only of brick, stone, concrete or other non-combustible construction and roofed with tile, slate or other non-combustible construction;
- (b) does not have flat felt roofing that exceeds 25% of the entire roof;
- (c) you are the sole occupant thereof;
- (d) to the best of your knowledge there has not been any cases of flooding at or within a 200 metres radius of premises in the last ten years;
- (e) with an intruder alarm, has said intruder alarm set in its entirety when the premises are closed or unattended;
- (f) all final exit timber doors also fitted with mortice deadlocks conforming to British Standard 3621:1980;
- (g) has all final exit timber doors fitted with frames at least 45mm thick;
- (h) has all double leaf final exit doors are fitted with security bolts at the top and bottom of the first closing leaf;
- (i) must have all security devices including locks, fastening, shutters and other means of protecting Your Premises put in to full and effective operation, and be maintained in good order throughout the period of this insurance;
- (j) is never unoccupied for more than thirty consecutive days.

Any shipping container in which your equipment is stored:

- (a) is land owned or leased by You;
- (b) has both access doors fitted with at least one 6mm-16mm Mul-T-Lock (C Series) closed shackle padlock on each leaf;
- (c) has the central closing point where both access doors meet fitted with at least one 11mm-13mm Mul-T-Lock slide bolt lock incorporating a metal covering box.

In the event of breach of the above Additional Condition(s), **We** shall have no liability under this policy, unless **You** show that noncompliance with this condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Inflatable and Leisure Play

Additional Conditions

Cover under all individual policy Sub-Sections is subject to the following additional conditions:

- (a) All equipment is in good condition and is maintained and operated in accordance with manufacturers' recommendations;
- (b) Equipment must be fully secured to the ground as per the manufacturers' recommendations;
- (c) All equipment is erected by the Insured or suitably experienced Employees of the Insured;
- (d) No person(s) who are visibly intoxicated through alcohol, drugs or any other intoxicating substance shall be permitted to use any equipment;
- (e) Equipment must not be used in a venue operating with a late licence, providing entertainment, often with a dancefloor and / or security staff;
- (f) When the Bouncy Castle or other Inflatable/Leisure device is operated by or on behalf of the **Insured** it shall be supervised in accordance with the manufacturers' recommendations, and supervised at all times by a responsible person who is at least eighteen (18) years of age. This minimum age may be reduced to sixteen (16) years if there is also a responsible adult supervisor on site;
- (g) All Equipment must be thoroughly inspected every twelve (12) months by a competent person and you must retain documentary evidence of such. If you are in doubt as to whether that person or company is "competent" please contact Leisureinsure;
- (h) All persons remove their footwear and spectacles prior to using the equipment;
- (i) No food, drink, chewing gum or smoking is permitted on any of the equipment;
- (j) Adults and Children (see definitions below) are not permitted to use the equipment at the same time, except where an adult is accompanying their/a child;
- (k) Where equipment is hired out without being accompanied and operated by the Insured, or suitably experienced Employee of the Insured, Terms and Conditions of Hire must be signed for as accepted by the person hiring the equipment. These Conditions must include all the safety instructions contained within this Clause;
- (I) Rodeo Bulls and Multi-rides must be accompanied and operated by the Insured, or suitably experienced **Employee(s)** of the **Insured**, at all times. Users must be at least 1.1 metres tall or at least ten (10) years of age;
- (m) Slides in excess of twenty (20) feet high must always be manned by the **Insured** and one (1) **Employee** of the **Insured**, one (1) positioned at the top of the slide and one (1) at the base;
- (n) Slides in excess of twenty (20) feet high must not be used when the wind or gusts of wind are in excess of the maximum safe wind speed specified by the manufacturer or Force five (5) on the Beaufort Scale for 30-38 KPH (19-24 MPH) whichever is the lower.

For the purpose of this condition:

- (a) 'Adults' means any person(s) over seventeen (17) years of age;
- (b) 'Children' means any person(s) aged seventeen (17) years or under.

In the event of breach of the above Additional Condition(s), **We** shall have no liability under this policy, unless **You** show that noncompliance with this condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Excess

The Excess under the Public Liability sub-section for Injury shall be:

- (a) £500 for each and every Claim in respect of slides in excess of twenty (20) feet high;
- (b) £500 for each and every Claim in respect of rodeo bulls;
- (c) £250 for each and every Claim in all other cases;
- (d) Regardless of the above, £50 for each and every **Claim** where **You** are a BIHA/IIHF/TIPE/NAIH member.

Date of Issue: 29 November 2017

Signed: Authorised signatory

Notification of Claims and Circumstances to:

Leisureinsure LLP Network Point Range Road Witney Oxon OX29 0YN Email: <u>info@leisureinsure.co.uk</u> Phone: +44 (0)1993 700761

Statement of Fact

Failure to comply with this statement of fact will invalidate the policy and will result in any claim being declined.

Insured:	Mr. Bouncy Castle Ltd
Policy Number:	108960
Reference:	MRBOU-5

I/we:

- i. Confirm that the following statements apply to any company/organisation I/we have been involved in the management of e.g. a director/member/owner/principal etc.
- ii. Comply with the terms and conditions contained in the written quotation provided by Leisureinsure LLP.
- iii. Confirm that the Insured (unless a Body Corporate) is over the age of 18 years.
- iv. Confirm that during the last 5 years I/we have not had any claim made against me/us nor had any accident or loss which would have resulted in a claim being made had insurance been in force, other than those advised to, and acknowledged in writing by, Leisureinsure LLP.
- v. Confirm that no Insurer has refused to accept a proposal from me/us, nor refused to continue a Policy of Insurance held by me/us.
- vi. Confirm that no Insurer has imposed any special terms on any Policy of Insurance held by me/us.
- vii. Confirm neither I, nor any of my Business Partners or Directors have been convicted (or charged with but not yet convicted) of any criminal offence other than minor driving offences not resulting in disqualification (this statement does not apply to any conviction which is spent under the Rehabilitation of Offenders Act 1974).
- viii. Confirm that I/we have never been prosecuted under the Health and Safety at Work Act or other Statute or regulation.
- ix. Have not been the subject of any insolvency proceedings (including bankruptcy, liquidation or voluntary arrangements), any director disqualification proceedings, any County Court Judgment.
- x. Confirm that to the best of my knowledge and belief the information provided in connection with this insurance, whether in my own hand or not, is true and I have not withheld any important information.

Duty of Fair Presentation

The rules governing what information you must disclose to your insurers before the insurance policy is taken out have changed. This new requirement is called the 'Duty of Fair Presentation'

How to Comply?

To comply with the 'Duty of Fair Presentation', prior to the start of the Policy you must:

- A. Disclose "every material circumstance which the you/senior management knows or ought to know" (this can include disclosing the limits of the information you are able to provide); or
- B. "failing that, [provide] disclosure which gives the us/insurer sufficient information to put a prudent insurer on notice that it needs to make further enquiries for the purposes of revealing those material circumstances".

A material circumstance is one which "would influence the judgement of a prudent insurer in determining whether to take the risk and, if so, on what terms". If you fail to disclose a material circumstance that could invalidate this policy, which could result in your claim being rejected. If you are any doubt about what to disclose, or indeed whether to disclose something, please contact us immediately.

We have also produced a Briefing Note which you may find to be of some use. It can be viewed by following this link: <u>https://leisureinsure.co.uk/content/certificatedocuments/Leisureinsure-Insurance_Act_2015-v3_24-05-17.pdf</u>

Data Protection Act 1998. It is understood by the Insured and/or the Insured Persons that any information provided to Leisureinsure LLP regarding the Insured and / or the Insured Person will be processed by Leisureinsure LLP, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling of claims, if any, which may necessitate providing such information to third parties.

I/we understand that:

- a. If any of the information above is incorrect I/we will notify Leisureinsure LLP immediately
- b. It is my/our responsibility to ensure that Leisureinsure are aware of any reason why I/we cannot comply with the above

Leisure Insure .

Certificate of Employers' Liability Insurance (See Note A)

In accordance with Regulation 5 of the Employers' Liability (Compulsory Insurance) (Amendment) Regulations 2008 (the Regulations), one or more copies of this Certificate must be displayed at each place of business at which the Policyholder employs persons covered by the Policy. This requirement will be satisfied if the Certificate is made available in electronic form and each relevant employee to whom it relates has reasonable access to it in that form.

Policy Number:	108960
Name of Policyholder:	Mr. Bouncy Castle Ltd
	Including all subsidiary companies as advised to Catlin Insurance Company (UK) Ltd Except any specifically excluded below
Excluded Subsidiary Companies:	
Date of Commencement of Insurance:	05/12/2017

Both days Inclusive

05/12/2018 Date of Expiry of Insurance:

We hereby certify that:

- The insurance to which this Certificate relates satisfies the requirements of the relevant law applicable to Great 1. Britain, Northern Ireland, the Isle of Man, the Island of Guernsey, the Island of Jersey and the Island of Alderney (See Note B), and
- 2. (a) the minimum amount of cover provided by the Policy is no less than £5,000,000.00 (See Note C)

Signed:

Paul Jardine, Director On behalf of Catlin Insurance Company (UK) Ltd. Notes:

- Where the employer is a company to which Regulation 3(2) of the Regulations applies, the Certificate shall state in a prominent (A) place, either that the Policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.
- (B) Specify applicable law as provided for in Regulation 4(6) of the Regulations.
- (C) See Regulations 3(1) of the Regulations and delete whichever of Paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy. Paragraph 2(b) does not apply and has been deleted.

Registered office: 20 Gracechurch Street, London, EC3V 0BG Registered in England No. 5328622 Catlin Insurance Company (UK) Ltd. is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority