

Thank you for purchasing insurance from Leisure-Insure Ltd

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.**

3. Information provided during your application (if applicable)

If this policy was purchased without you completing a proposal form (i.e. if you purchased it on our website or over the phone), details of every question you were asked and every response you provided is listed.

It is **very important** that you please check the answers you provided to the questions we asked to make sure they are correct as any inaccuracies therein **could invalidate this policy and your cover.**

Schedule of Insurance

Policy Wording: CSL-C 0619 - POLICY – LI (UK)
Policy Number: WU00561740
Unique Market Reference: B1262BW0126419
Period of Insurance: From: 15:49 On: 25/08/2019
To: 00:00 On: 25/08/2020

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: Castles 4 U Ltd
Correspondence Address: 133 Western Road, Goole, Yorkshire, DN14 6RF
Business: Hire & Operation of Leisure/Play Equipment as Specified Herein Only
Territory: United Kingdom of Great Britain & Northern Ireland, the Isle of Man & the Channel Isles

The Premium

Premium: £329.75
Insurance Premium Tax 12.00%: £39.57
Leisureinsure Fee: £21.44
Total Payable: £390.75

Security

XL Catlin Insurance Company UK Ltd

Material Damage: Not Insured

Business Interruption: Not Insured

Employers Liability: Not Insured

Public Liability: Insured

Excess: £250

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 No.	Item Description (including ancillary equipment)
1	2 x Bouncy Castle/Combi Castle (for persons under 17 yrs) 12' x 14'
2	1 x Combi Castle used by persons under 17 years of age 16' x 14'
3	1 x Inflatable Slide between 10' & 20' platform 18' x 24'
4	1 x Bouncy Castle/Combi Castle used by persons of any age 15' x 17'

Product Liability: Insured

Excess: £250

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

Inflatable/Leisure Play Equipment

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 experience **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 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;
- (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 Inflatable play 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;
- (l) 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 with a platform height 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.

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

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.

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.

Excess Waiver

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

- (a) Nil in respect of the first **Claim** notified to **Us**.
- (b) As stated in your Schedule for all subsequent Claims notified to **Us**.

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

Insured: Castles 4 U Ltd

Policy Number: WU00561740

Reference:

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 Leisure-Insure Ltd
- 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, Leisure-Insure Ltd.
- 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.
- xi. Confirm that correspondence address I/we have provided to Leisureinsure is our habitual residence.

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.

Data Protection Act 1998. It is understood by the Insured and/or the Insured Persons that any information provided to Leisure-Insure Ltd regarding the Insured and / or the Insured Person will be processed by Leisure-Insure Ltd, 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 immediately
- b. It is my/our responsibility to ensure that Leisureinsure are aware of any reason why I/we cannot comply with the above

Notification of Claims and Circumstances to:

Leisure-Insure Ltd

Network Point

Range Road

Witney

Oxon

OX29 0YN

Email: info@leisureinsure.co.uk

Phone: +44 (0)1993 700761

A handwritten signature in black ink, appearing to be 'Paul Quinn', written over a horizontal line.

Signed: Authorised Signatory

Date of issue: 25/08/2019

Information provided during your application

The following are a list of questions we have asked you during the application process, and the response you have given. It is imperative that you check that this information is correct as it forms the basis of this contract, and any inaccuracies could result in a claim not being met.

Question	Answer
Do you require use of your equipment at any Nightclub?	No
Are you a Licensee or are any items of equipment sited at the same licensed premises more than 4 times in any 12 month period of insurance?	No
Do you require Nil excess on your first claim (public liability and associated free covers)	Yes