



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 | Agent | Ark Insurance Group |
| Policy number | ARK/FAR/EH/11698 | | |
| Effective date | 16/05/2014 | | |
| Date of issue | 13 May 2014 | | |
| Reason for issue | New Business | | |
| Insurer | Faraday Reinsurance Co. Limited | | |

Period of Insurance:

Premium:

| | | | |
|-------------|------------|------------------------------------|---------|
| From | 16/05/2014 | Premium excluding IPT | £172.87 |
| To | 16/05/2015 | Insurance premium tax | £10.37 |
| | | Total premium including IPT | £183.24 |

| | |
|--|---|
| Policyholder \ Contact name | Mr Paul Johnston |
| Business Name | P.j. Leisure |
| Address | 24 Wayfarers Way Swinton Manchester M27 5UZ |
| Joint applicants (if applicable): | |



| | |
|-----------------------|------------------|
| Policy number | ARK/FAR/EH/11698 |
| Effective date | 16/05/2014 |
| Date of issue | 13 May 2014 |

| Sections of cover | | | | | | | | | | | | | | | |
|--|----------------|-----------------|-----------------|-----------------------------------|-------|---|-----------------------------------|-------|---|-----------------------------------|-------|---|---|-------|---|
| Section 1 – Equipment Damage | | | | | | | | | | | | | | | |
| Do you require Theft or Material Damage cover to your apparatus: No | | | | | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>Apparatus Type</th> <th>Total Value</th> <th>Number of items</th> </tr> </thead> <tbody> <tr> <td>Bouncy Castle (15 and under only)</td> <td>£0.00</td> <td>1</td> </tr> <tr> <td>Bouncy Castle (15 and under only)</td> <td>£0.00</td> <td>1</td> </tr> <tr> <td>Bouncy Castle (15 and under only)</td> <td>£0.00</td> <td>1</td> </tr> <tr> <td>Inflatable Slide - Platform Height 0' to 9' 11"</td> <td>£0.00</td> <td>1</td> </tr> </tbody> </table> | 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 | Inflatable Slide - Platform Height 0' to 9' 11" | £0.00 | 1 |
| 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 | | | | | | | | | | | | | |
| Inflatable Slide - Platform Height 0' to 9' 11" | £0.00 | 1 | | | | | | | | | | | | | |
| <i>N.B. The apparatus order above is listed in the same order and refers to those apparatus detailed in the statement of fact.</i> | | | | | | | | | | | | | | | |
| Total Value of Equipment: | | | | | | | | | | | | | | | |
| Excess applicable to this section: £250 (reducing to £100 in respect of Fire and Theft) | | | | | | | | | | | | | | | |
| Endorsements applicable to this section listed below: | | | | | | | | | | | | | | | |
| Section 2A – Employers Liability | | | | | | | | | | | | | | | |
| Limit of indemnity: £0.00 | | | | | | | | | | | | | | | |
| Excess applicable to this section: Nil | | | | | | | | | | | | | | | |
| Endorsements applicable to this section listed below: | | | | | | | | | | | | | | | |
| <u>Leisure19. PERSONAL PROTECTIVE EQUIPMENT (PPE)</u> | | | | | | | | | | | | | | | |
| It is a condition precedent to the COMPANYS liability under this Insurance that | | | | | | | | | | | | | | | |



Administered by:
Ark Insurance Group

FARADAY



Insurance undertaking:
Faraday Reinsurance Co. Limited
Corn Exchange, 55 Mark Lane, London EC3R 7NE

- (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 | Used at Licensed Premises? |
|---|----------------------------|
| Bouncy Castle (15 and under only) | Yes |
| Bouncy Castle (15 and under only) | Yes |
| Bouncy Castle (15 and under only) | Yes |
| Inflatable Slide - Platform Height 0' to 9' 11" | Yes |

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 indemnity: £5,000,000.00 (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:

- For all apparatus listed above as 'No' to 'Used at Licensed Premises' the following endorsement applies:

BC102 - The **equipment** must not be owned by or operated on a licensed premise.

- For all apparatus listed above as 'Yes' to 'Used at Licensed Premises' the following endorsement applies:

BC106 - The **equipment** is supervised at all times by the **insured** or a suitable qualified **employee** who must be aged over seventeen years.

- For all apparatus listed above described as used by 'Children' or persons '15 and under only' in its description, the following endorsement applies:

BC103- Inflatable **equipment** is only used by persons aged fifteen or under.

- For all apparatus listed above described as used by 'Adults' in its description the following endorsement applies:

BC104 - The **equipment** must not be used by **children**.

- If Face Painting is listed above the following endorsement applies:

BC108 - The COMPANY shall not indemnify the INSURED 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.

- Should you have any of the apparatus listed below the following endorsement applies:

BC106 - The **equipment** is supervised at all times by the **insured** or a suitable qualified **employee** who must be aged over seventeen years.



- Adult Activity Castle
- Adult Assault/ Obstacle Courses
- Bouncy Boxing - per pair
- Equaliser
- Inflatable Bar Fly
- Inflatable Bungee Run
- Inflatable laser quest
- Inflatable Slide - Platform Height of 20' or higher
- Inflatable Slide - Platform Height 10' - 19'11"
- Non spinning bull
- Pillow Fight
- Quad Bikes with inflatable barrier
- Velcro Olympics
- Zorbs\Sphere

- Applicable to all risks

Leisure 6. GENERAL CLAUSE

The **COMPANY** will not indemnify the **INSURED** under this Insurance in respect of any claim arising out of or in connection with work undertaken on behalf of the **INSURED** by bona fide independent contractors (not defined as an **EMPLOYEE** under this Insurance) unless at the time of engaging such contractors the **INSURED** obtains and retains a copy of the relevant insurance policy schedule or other proof thereof that such contractors have in force

- (a) an approved Employers Liability insurance in accordance with any law relating to compulsory insurance of liability to **EMPLOYEES** and
- (b) Public and Products Liability insurance suitable for the nature of the work undertaken on behalf of the **INSURED** and with a limit of indemnity not less than that applying to this Policy and containing an indemnity to principals clause

The **COMPANY** will not indemnify the **INSURED** in respect of any loss that

- (c) arises from equipment not maintained and operated in accordance with the manufacturer's instructions
- (d) is caused by one participant to another participant and or a member to another member
- (e) arises from abuse of any nature whether direct or indirect

The **INSURED** hereby warrants that all people engaged who will have contact with minors must be checked by and registered with the Criminal Records Bureau (CRB). Failure to comply with this warranty may render the Policy inoperative in the event of a claim

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

Leisure10. LEISURE PURSUITS CONDITION

It is a condition precedent to the **COMPANYS** liability under of 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) in respect of persons under the age of 16 years the **INSURED** obtains a signed indemnity form by a parent or guardian of the minor
- (h) the **INSURED** 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 the **INSURED** and made available for the **COMPANY** 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 the **INSURED** and made available for the **COMPANY** upon request

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

The **COMPANY** shall not indemnify the **INSURED** in respect of:

- (a) any liability in respect of pyrotechnics explosives fireworks and or similar
- (b) any losses resultant from the pursuits of climbing or abseiling without the use of safety ropes (not applicable to rock rotating climbing units)

- If Mobile DJ is listed above the following endorsement applies:

Leisure12. MOBILE DISC JOCKEY CONDITION

The **COMPANY** shall not indemnify the **INSURED** under this Insurance 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 the **COMPANYS** liability under Section 2 of 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 the **INSURED** and or experienced **EMPLOYEES** of the **INSURED** 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 the **INSURED** 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
- (j) 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
- (l) 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 the **INSURED** 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) the **INSURED** 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
- (t) The **INSURED** 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 the **INSURED** and made available for the **COMPANY** upon request

The **COMPANY** shall not indemnify the **INSURED** in respect of:

- i) the carriage of passengers



- ii) any use where insurance is required by virtue of the Road Traffic Act
- iii) the operation of any vehicle over or on any kind of man-made obstacle or apparatus
- iv) any activities not specified herein
- v) 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 the **COMPANYS** liability under Section 2 of this Insurance in respect of all paintball and or airsoft activities undertaken that

- (a) the **INSURED** do not allow persons to use their own paint markers unless they are inspected and choreographed by the **INSURED** 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) The **INSURED** have a minimum age limit of 8 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) all activities are marshaled by trained and or experienced **EMPLOYEES**
- (i) the ratio of supervisors and instructors to participants is 1:1