

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 0616 - LI UK (AFFINITY)
Policy Number: 100390
Period of Insurance: Time: 00.01 From: 06/01/2018
Time: 00.00 To: 06/01/2019

Inclusive 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: AR Entertainments Ltd
Correspondence Address: 1 Mount Pleasant Way, Stokesley Business Park, Stokesley, N. Yorks, TS9 5NZ
Premises: N/A
Business: Hire & Operation of Leisure/Play Equipment as Specified Herein
Territory: United Kingdom of Great Britain & Northern Ireland, the Isle of Man & the Channel Isles

The Premium

Premium: £5,968.63
Insurance Premium Tax (12.00%) £716.24
Total Premium: £6684.87

Security

Catlin Insurance Company (UK) Ltd

Material Damage: Not Insured

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 **Occurrence**

Asbestos: £5,000,000 any one **Occurrence**

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

Category	Wageroll
Clerical Wage Roll	£100,000
Manual Wage Roll	£110,000

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	Climbing Wall
2	Human Roulette
3	Surf Machine/Snow Board
4	Rodeo Bull
5	Space Ball
6	Airbourne Adventure
7	Bungee Run
8	Inflatable Helter Skelter Ride
9	Soccer Shoot Out
10	Speed Test
11	Pillow Wars
12	Rock n Roll Jousting
13	Kangeroo Boxing
14	Human Football Table
15	Inflatable Volley Ball
16	Human Demolition Zone
17	Laser Quest
18	Pirate Ship
19	Inflatable Wakka Mole
20	Event Slide
21	Bouncy castle 21 x 25 ft
22	Bouncy castle/Ball Pool
23	Bouncy Castle 12 x 12 ft
24	Farm Yard Play Zone
25	2 x Foam Cannons
26	800W PA & CD System
27	2 x 1000W Speakers/Amps
28	Batak pro
29	9 Hole Crazy Golf
30	12 x Casino Tables
31	2 x Illuminated Fun Guys
32	4 x Vision Racers - Car Simulators
33	Scalextric - 6 Lane
34	Fun Tattoos
35	Gold Cup Horse Racing
36	Remote Control Cars
37	Waffle On A Stick
38	11 x Traditional Side Stalls
39	Soft Play Creche
40	Archery
41	Dance Machine/Wii Sports
42	Garden Games
43	Push Ball
44	Garden & Indoor Croquet
45	4 x Air Hockey
46	4 x Table Footballs

47	2 x Table Tennis
48	Space Hoppers
49	Stocks
50	Welly Wanging
51	Quoits
52	4 x Boules Sets
53	2 x Darts
54	2 x Wobblers
55	On Target
56	Limbo
57	Croqkick
58	Skittle Alley
59	Lawn Darts
60	2 x Badminton
61	Giant Games
62	2D (x2) & 3D Connect 4
63	3 x Jenga Games
64	Chess
65	Draughts
66	Snakes & Ladders
67	Downfall
68	2 x Ker Plunks
69	Dominoes
70	Ludo
71	Pick Up Sticks
72	Twister
73	Operation
74	Noughts & Crosses
75	Yahtzee
76	Buzzer
77	I-Cube
78	Popcorn Machine
79	Candyfloss Machine
80	Grabber Arcade Machine
81	Inflatable Assault Course
82	Photo Booth
83	Meltdown
84	Shooting Gallery
85	Didicars
86	Neuron Race
87	1 x Dash n Grab
88	1 x Choco Marshmallow Kebab
89	1 x Freefall Inflatable
90	1 x Jungle Run
91	1 x Mirror Me Photo Booth
92	Twist Air
93	2 x Pool Tables
94	Volleyball
95	Shuffleboard
96	Inflatable Archery
97	Inflatable Darts
98	Virtual Reality
99	1 x Chocolate Fountain
100	1 x Unclimbable Ladder
101	1 x Extreme Arena Inflatable
102	1 x Dizzy X Inflatable
103	1 x Laser Battle Zone Equipment

Products 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 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 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) 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;
- (f) 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;
- (g) All persons remove their footwear and spectacles prior to using the equipment;
- (h) No food, drink, chewing gum or smoking is permitted on any of the equipment;
- (i) 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;
- (j) 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;
- (k) 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 metre tall or at least ten (10) years of age;
- (l) 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;
- (m) 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.
- (n) The **Insured** and one (1) **Employee** of the **Insured** must supervise the Free Fall Inflatable at all times, one (1) positioned at the top and one (1) at the base. A crowd barrier must be in place at a safe distance from the landing zone and exit. Only one participant to Jump from the inflatable or be on the landing cushion of the inflatable at any one time.

For the purpose of this condition:

- (o) 'Adults' means any person(s) over seventeen (17) years of age;
- (p) '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 non-compliance 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 member.



Date of Issue: 12 January 2018

Signed: Authorised signatory

Notification of Claims and Circumstances to:

Leisureinsure LLP

Network Point

Range Road

Witney

Oxon

OX29 0YN

Email: info@leisureinsure.co.uk

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:	AR Entertainments Ltd
Policy Number:	100390
Reference:	ARENT-1

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:

https://leisureinsure.co.uk/content/certificatedocuments/Leisureinsure-Insurance_Act_2015-v3_24-05-17.pdf

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***

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: 100390

Name of Policyholder: AR Entertainments 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: 06/01/2018

Date of Expiry of Insurance: 06/01/2019
Both days Inclusive

We hereby certify that:

1. The insurance to which this Certificate relates satisfies the requirements of the relevant law applicable to Great 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:

- (A) Where the employer is a company to which Regulation 3(2) of the Regulations applies, the Certificate shall state in a prominent 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