



FARADAY



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.

<b>Broker / Intermediary</b>	Peacock Insurance Services Limited	<b>Agent</b>	Ark Insurance Group
<b>Policy number</b>	ARK_FUL_EH_016137		
<b>Effective date</b>	10/05/2017		
<b>Date of issue</b>	09 May 2017		
<b>Reason for issue</b>	New Business		
<b>Insurer</b>	Faraday Underwriting Limited		

#### Period of Insurance:

#### Premium:

<b>From</b>	10/05/2017	<b>Premium excluding IPT</b>	£
<b>To</b>	10/05/2018	<b>Insurance premium tax</b>	£
		<b>Total premium including IPT</b>	£

<b>Policyholder \ Contact name</b>	Sue Jack
<b>Business Name</b>	BJ's Bouncy Castles Ltd
<b>Address</b>	Suite 198, 145 Main Road Biggin Hill Westerham TN16 3JP
<b>Joint applicants (if applicable):</b>	
<b>Business Description:</b>	Equipment Hirer of the specified items listed below in 'Section 2B & 2C – Public and Products Liability'

<b>Policy number</b>	ARK_FUL_EH_016137
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<b>Effective date</b>	10/05/2017
<b>Date of issue</b>	09 May 2017

**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
Adult Assault/Obstacle Courses	£0.00	1
Bouncy Castle (All age groups)	£0.00	1
Inflatable Bungee Run	£0.00	1
Bouncy Castle (15 and under only)	£0.00	1
Set of Soft Play Shapes	£0.00	1
Gladiator Joust/ Pole Joust	£0.00	1
Gladiator Joust/ Pole Joust - Last Man Standing / Human Hippos	£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	Used at Licensed Premises?
Bouncy Castle (15 and under only)	Yes

Adult Assault/Obstacle Courses	Yes
Bouncy Castle (All age groups)	Yes
Inflatable Bungee Run	Yes
Bouncy Castle (15 and under only)	Yes
Set of Soft Play Shapes	Yes
Gladiator Joust/ Pole Joust	Yes
Gladiator Joust/Pole Joust Last Man Standing/Human Hippos	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 Liability: £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:

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.
- c) 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

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

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:

**Leisure10. 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
- (h) **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,

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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
- (l) 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)

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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) marquees 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

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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

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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
- (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 **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
- (t) **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

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- (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

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| <ul style="list-style-type: none"><li>(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</li><li>(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</li><li>(h) all activities are marshaled by trained and or experienced <b>Employees</b></li><li>(i) the ratio of supervisors and instructors to participants is 1:1</li></ul> |
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## 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 if I use BJ's Bouncy Castles Ltd





### **Equipment Hirers Insurance Key Facts**

This is a summary of cover highlighting the main features and benefits as well as the general conditions and exclusions of this Policy arranged through Ark Insurance Group. Full terms and conditions can be found in the Ark Policy booklet, that will be provided when you purchase your Policy or at any time on request. You will also receive a Policy Schedule showing the specific details of your Policy and the cover(s) you have selected. It is important that you read the policy document carefully when you receive it and any endorsements attached thereto.

**Name of the Insurer** This insurance is arranged through by Ark Insurance Group and underwritten by Faraday Underwriting Limited.

**Duration of Policy** The Policy will remain in force for 12 months from date of commencement, or as otherwise shown on your Policy Schedule.

### **Equipment Coverage**

With our Equipment Coverage our Bouncy Castle and Inflatable Play Equipment Policy will cover you for loss or damage to your Equipment for the following perils

- Fire
- Lightning
- Earthquake
- Explosion
- Aircraft and other aerial devices or articles dropped from them
- Riot civil commotion strikers locked out workers or persons taking part in labour disturbances ☐  
Malicious persons
- Theft
- Storm
- Flood
- Escape of water from any tank apparatus or pipe
- Falling trees ☐ Impact

### **Significant Features & Benefits applying to Equipment Coverage**

- Provides coverage whilst stored, in transit and whilst at contract sites

### **Significant & Unusual Exclusions or Limitations applying to Equipment Coverage**

- No cover applies for Equipment stored at licensed premises
- The place of Equipment storage must be inspected weekly and a log of inspections kept
- The place of Equipment storage must be constructed of brick, stone, slate or concrete and roofed with slate or tile or other non-combustible material. Equipment must be secured to the ground when fully inflated

## **Employer's Liability**

This insurance protects you against damages and legal costs that arise as a result of claims from employees suffering death, injury, illness or disease from their employment.

### **Significant Features & Benefits applying to Employer's Liability**

- Provides protection for legal liability for damages and all costs up to a limit £10million within Great Britain (inc Northern Ireland), the Channel Islands or the Isle of Man
- Covers private work carried out for directors or executives with the consent of the Insured  Indemnity to principal
- Unsatisfied Court Judgements
- Health and Safety at Work Act and Corporate Manslaughter defence costs

Cross liabilities clause

Court attendance costs

### **Significant & Unusual Exclusions or Limitations applying to Employer's Liability**

- Cover is for any one claim or series of claims arising out of one occurrence, all costs and expenses paid are included within the limit
- Offshore work (unless required by compulsory insurance regulations to make a payment in respect of Injury then the limit is restricted to £5million) Road traffic Act legislation
- Arising from the manufacture, production, storage or handling of asbestos or any materials containing asbestos

## **Public & Products Liability**

Cover is provided in respect of legal liability in connection with your business to pay compensation including legal costs for:

- Accidental death or injury to any persons excluding employees
- Accidental loss or damage to third party property
- Accidental injury or accidental loss or damage caused by products supplied by you

### **Significant Features & Benefits applying to Public & Products Liability**

- Applies within Great Britain (inc Northern Ireland), the Channel Islands or the Isle of Man.
- Extends whilst temporarily elsewhere in the world whilst engaged in non-manual work in connection with the business
- Indemnity to principal
- Motor vehicles tool of trade risk
- Motor contingent liability
- Movement of obstructing vehicles
- Defective Premises Act
- Leased or rented premises
- Data Protection Act defence costs
- Consumer Protection Act and Food Safety Act defence costs
- Health and Safety at Work Act and Corporate Manslaughter defence costs
- Cross liabilities clause  Court attendance costs

## Significant & Unusual Exclusions or Limitations applying to Public & Products Liability

- The policy excess as stated in your Policy Schedule in respect of loss of or damage to third party property
- Public Liability is for any one claim or series of claims arising out of one occurrence, which does not exceed in the aggregate the limit of insurance stated in your Policy Schedule, but unlimited in the period of insurance. All costs and expenses are payable in addition to your insured limit
- Products Liability claims are limited in total to the limit stated in your Policy Schedule. All costs and expenses are payable in addition to your insured limit
  
- Pollution and contamination liability is excluded unless it is as a result of a sudden and unforeseen incident which takes place in its entirety at a specific time and place
- Goods manufactured sold supplied to USA/Canada
- Any losses arising out of your responsibilities under the Road Traffic Act
- Professional Indemnity
- Contractual liability
- Arising out of hazardous (to human health) component building material
- Arising from the manufacture, production, storage or handling of asbestos or any materials containing asbestos
- caused by any goods in the custody or control of the Insured
- Arising from unclean or dirty apparatus and/or Equipment
- Arising from abuse harassment discrimination or unfair treatment of any nature whether direct or indirect
- Arising from the use of the Equipment from an intoxicated person
- Arising from any person using the Equipment not removing footwear prior to use
- Arising from loss of or damage to plants shrubs and grass
- Arising where use of the Equipment was not supervised at all times by a responsible person over the age of seventeen
- Arising from attended hire where the Equipment was not supervised at all times by the Insured or a suitably qualified Employee

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- Arising from the Equipment not being fully secured to the ground at all times to the manufacturers recommendations when in use
- Arising from the Equipment not being installed erected or removed by the Insured or a suitably qualified Employee of the Insured
- Arising from any accident or event where the injured person has not sought professional medical assistance within two hours of the event causing the injury and records of the medical treatment are not available for our inspection
- Arising from any Equipment being operated on licensed premises that is not located in a fenced off glass free area
- Arising from Equipment that is deflated or in storage

## Exclusions to all Sections

- Radioactive contamination
- Punitive, multiplied or exemplary damages
- Terrorism (other than the statutory limit of £5m under the EL section) and War  Arising from any person using the Equipment not removing footwear prior to use

## Cancellation

The insured has no cancellation rights under this Policy.

### **Choice of Law**

Unless specifically agreed to the contrary this Insurance Policy shall be subject to English Law

### **Claims and Enquiries**

If you need to report a claim or an incident that may result in a claim or you have a general enquiry regarding your insurance policy, please contact your insurance broker in the first instance or **Ark Insurance Group on 02476 437611**

### **Complaints**

Faraday Underwriting Limited (referred to as “We”, “Our” and “Us”) aims to give its policyholders a high level of service at all times. If there are occasions when We do not meet your standards or you have concerns about the handling of a claim, Please contact us at Our registered address shown above or e-mail Us at: [faraday-compliance@faraday.com](mailto:faraday-compliance@faraday.com). We will do Our best to resolve the problem in a professional and timely manner.

In the event you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to The Complaints Officer at Faraday Underwriting Limited at Our registered address or at [faraday.complaints@faraday.com](mailto:faraday.complaints@faraday.com) or the Policyholder and Market Assistance team at Lloyd’s.

Their address is: Complaints

Fidentia House

Walter Burke Way

Chatham Maritime

Chatham

Kent

ME4 4RN

Telephone: 0207 327 5693

Facismile: 0207 327 5225

E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

We will handle your complaint as follows:

We will acknowledge your complaint as soon as We receive it. We will deal with your complaint as quickly as possible and provide you with a formal response within two weeks of receipt of the complaint. If compensation or redress is appropriate We will provide details with our response. If We feel your complaint is not justified full reasons for Our decision will be provided to you.

Details of the Lloyd’s complaint procedures are set out in a leaflet “Your Complaint – How We Can Help” available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address. If you remain dissatisfied after Lloyd’s has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service. Ark Insurance Group ©