

Bramley Village Hall

Hiring Agreement

AGREED as follows:

In consideration of the hire fee Bramley Village Hall Trust agrees to permit the Hirer to use the Bramley Village Hall for the purpose and period(s) described in the on-line Booking Form.

PLEASE NOTE: Regular users/bookings take precedence over new bookings and, at present, are only entered onto the system for the next 12 months. If your booking is further ahead than 12 months, please call 0 74 64 74 9997 to discuss your booking. Your booking may be cancelled if the date is more than 12 months ahead.

Please read the Conditions below relating to the hire of rooms/space within Bramley Village Hall in conjunction with the *Standard Terms and Conditions* and the *Hirer's Public Liability Summary of Cover* (See below)

The Hirer (except regular Hirers) agrees to supply a Special Deposit of £100 to cover damages/breakages. A cheque for this deposit should be posted or delivered before the event to:

The Treasurer, BVHT, c/o 16 St Mark's Close, Bramley, Tadley RG26 5XE

If the Special Deposit is paid by BACS:

Bramley Village Hall Trust; Sort Code: 40 44 56; Account No: 81389556; Reference: Please use your Invoice Number

A Special Deposit cheque will be destroyed within 14 days of the termination of the period of hire or if paid by BACS the Special Deposit will be returned by BACS provided that no damage or loss has been caused to the premises and/or contents nor have any complaints been made to the appropriate Trust about noise or other disturbance during the period of the hiring as a result of the hiring. If the hirer fails to leave the hall in a tidy and clean condition and extra cleaning is needed, this charge will be deducted from the deposit.

The Hirer shall pay the Special Deposit and Booking fee as soon as possible after receiving acknowledgement of your booking request before the event for which Bramley Village Hall has been hired.

Please refer to our Cancellation Clause (No.21) in our Standard Terms and Conditions

Setting up and tidying away must be included within the hired time.

Setting up and tidying away is the responsibility of the Hirer.

All equipment must be returned to its rightful place and the facility left clean and tidy.

Bramley Village Hall Trust (BVHT) will, where possible, give the Hirer one month's notice if the premises will be unavailable but reserve the right to cancel the booking at any time if circumstances require it.

The Hirer will require the necessary licences and public liability insurance as necessary.

The Hirer agrees to produce information regarding licences, insurance and membership when requested to do so by BVHT.

Please note the following from BVHT's Insurance Policy

Inflatable Equipment Endorsement

Applicable to Section 9 Employers' Liability, Section 10 Public Liability and Section 11 Products Liability

The *Insured* must ensure that, in connection with bouncy castles or similar inflatable devices, that:

- 1** all operators have sufficient training and knowledge to understand the procedures and rules regarding the safe use and operation of such devices;
- 2** the maximum number of persons allowed in or on such devices at any time will not exceed the number outlined in the manufacturers' guidelines or recommendations and such devices are supervised at all times by the operator(s).
- 3** all outdoor devices have adequate anchorage points which must be used at all times.
- 4** all devices are inspected daily prior to use and at least annually by a competent person and the records of such inspections retained by the *Insured* for 3 years; and
 - a** all defects or risks to health & safety immediately rectified; or
 - b** the device taken out of use until satisfactorily repaired.
- 5** where hired in:
 - a** the *Insured* have in place a system of check to ensure that the supplier(s) of the inflatable device(s) has Public and Products Liability insurance and that the *Insured* keep a written record of their insurer and policy number; and
 - b** the limit of indemnity under such policy is £5,000,000 or equivalent to the limit of indemnity under the Public and Products Liability Sections of this policy, whichever is the lesser amount

Subject otherwise to the terms, conditions and exclusions of the Policy.

Trampoline Use Endorsement

Applicable to Section 10 Public Liability

Trampoline Use Endorsement

If any trampolines are hired and/or used by the *Insured* then the following precautions must be observed at all times when in use:

- 1** the equipment must be used in accordance with the manufacturer's instructions;
- 2** the equipment must be inspected by an authorised person before use each day and withdrawn from use until any such defect is rectified;
- 3** the equipment must be fully supervised by an authorised person who holds a relevant qualification from a recognised organisation;
- 4** no user shall be allowed to perform somersaults;
- 5** all users shall remove their footwear prior to use;
- 6** no person under the age of 6 or over the age of 14 shall be allowed to use the equipment.
- 7** no user shall be allowed to exit the trampoline by bouncing.

Subject otherwise to the terms, conditions and exclusions of the Policy.

TO ARRANGE ACCESS PLEASE CONTACT THE CARETAKER 3 to 5 DAYS BEFORE THE EVENT:

Emelia Rutt 07715 861256

CONTACTS

Cat Hayward - Bookings@bvht.org.uk
Richard Beale - Treasurer@bvht.org.uk
Gareth Jones - Chairman@bvht.org.uk
0 74 64 74 9997 (answerphone)

BVHT has a Premises Licence and other permissions authorising the following regulated entertainment and licensable activities at the times indicated.

Bramley Village Hall		
The performance of plays	Weekdays	08.00 – 23.00
	Weekends	08.00 – 23.00
The exhibition of films	Weekdays	08.00 – 23.00
	Weekends	08.00 - Midnight
Indoor sporting events with an audience	Weekdays	08.00 – 23.00
	Weekends	08.00 – 23.00
Boxing or wrestling entertainment	N/A	
Performance of live music	Weekdays	08.00 – 23.00
	Weekends	08.00 - Midnight
Playing of recorded music	Weekdays	08.00 – 23.00
	Weekends	08.00 - Midnight
Performance of dance to an audience	Weekdays	08.00 – 23.00
	Weekends	08.00 – 23.00
Making Music	Weekdays	08.00 – 23.00
	Weekends	08.00 – 23.00
Dancing	Weekdays	08.00 – 23.00
	Weekends	08.00 – 23.00
Provision of hot food after 23.00	Weekdays	Temporary Event Notice required
	Weekends	required
Sale of alcohol to all adult users of the building	Weekdays	Temporary Event Notice required
	Weekends	required

If you wish alcohol to be available at your event you will need to seek written permission from BVHT in order for a bar to be provided by or arranged with the BVHT's Management Committee or for a Temporary Event Notice to be given for the event.

The hirer agrees not to exceed the maximum permitted number of people per room including the organisers/performers.

<i>Main Hall</i>	<i>120</i>
<i>Committee Room</i>	<i>50</i>
<i>Bramley Room</i>	<i>50</i>
<i>Frith Room</i>	<i>50</i>

Where a licensable activity will take place, the Hirer acknowledges receipt of a copy of the conditions of the Premises Licence, in accordance with which the hiring must be undertaken and agrees to comply with all the obligations therein. In order to hold a licensable activity on the premises or on part of the premises not covered by the hall's Premises Licence a Temporary Event Notice (TEN) will need to be given to the authority. The Hirer shall obtain the written consent of the BVHT's Management Committee on the form provided for this purpose before giving the licensing authority a TEN. Failure to do so will result in cancellation of the hiring without compensation because there is a limit to the number of TENs which can be granted annually for any premises. Lack of co-operation could affect future fundraising by the BVHT Management Committee and other local voluntary organisations.

The Hirer agrees with BVHT's Management Committee to be present (by the Hirer's authorised representative, if appropriate) during the hiring and to comply fully with this Hire Agreement.

It is hereby agreed that the Standard Conditions of Hire, together with any additional conditions imposed under the Premises Licence (see clause 2.3) or that the BVHT deems necessary, shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between BVHT and the Hirer.

None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

Bramley Village Hall

Standard Terms & Conditions

Standard Terms and Conditions of Hire

These standard conditions apply to all hiring of BVHT's premises. If the Hirer is in any doubt as to the meaning of the following the Bookings Secretary or other relevant person should immediately be consulted.

1. Age

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions under this Agreement relating to management and supervision of the premises are met.

2. Supervision

The Hirer shall, during the period of the hiring, be responsible for:

- supervision of the premises, the fabric and the contents;
- their care, safety from damage, however slight, or change of any sort; and
- the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway and safe collection by responsible adults of any children in the care of the hirer.

As directed by BVHT the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

3. Use of premises

The Hirer shall not use the premises for any purpose other than that described in the Booking Form and shall not sub-let or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

4. Gaming, betting and lotteries

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

5. Licensable activities

BVHT holds a Performing Rights Society (PRS) for Music Licence and a Phonographic Performance Licence (PPL) which permit the use of copyright music in any form, e.g. record, compact disc, tapes, radio, television or by performers in person. If other licences are required in respect of any activity in the premises, the Hirer should ensure that they hold the relevant licence or that BVHT holds it.

6. Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and BVHT's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided, or which is attended by children. The hirer shall also comply with BVHT's Health and Safety Policy which can be provided on request.

(a) The Hirer acknowledges that they have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Service and evacuating the hall;
- The location and use of fire equipment;
- Escape routes and the need to keep them clear;
- Method of operation of escape door fastenings;
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

(b) In advance of an entertainment or play the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order;
- That all escape routes are free of obstruction and can be safely used;
- That any fire doors are not wedged open;
- That exit signs are illuminated;
- That there is no obvious fire hazard on the premises.

7. Means of escape

(a) All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

(b) The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

8. Outbreaks of fire

The Fire Service shall be called to any outbreak of fire, however slight, and details thereof shall be given to the appropriate person of BVHT.

The village hall has no telephone so you are advised to bring a fully charged mobile telephone for use in case of emergency.

9. Health and Hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Safety (Temperature Control) Regulations 1995. The kitchens are provided with a refrigerators.

10. Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order and used in a safe manner in accordance with the Electricity at Work Regulations 1989 and any subsequent legislation. Where a residual circuit breaker is provided the hirer must make use of it in the interests of public safety.

11. Insurance and indemnity (Please refer to the Hirer's Public Liability Summary of Cover – below)

(a) The Hirer shall be liable for:

(i) the cost of repair of any damage (including accidental and malicious damage) done to any part of Bramley Village Hall (BVH) including the curtilage thereof or the contents of BVH;

(ii) all claims, losses, damages and costs made against or incurred by BVHT, its employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer; and

(iii) all claims, losses, damages and costs made against or incurred by BVHT their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer and, subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of BVHT's Management Committee and BVHT's employees, volunteers, agents and invitees against such liabilities.

(b) BVHT shall take out adequate insurance to insure the liabilities described in sub-clause (a)(i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a)(ii) and (iii) above. The Association shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of BVHT's Management Committee and BVHT's employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

(c) Where BVHT does not insure the liabilities described in sub-clauses (a) (ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to BVHT's authorised representative. Failure to produce such policy and evidence of cover will render the hiring void and enable BVHT to rehire the premises to another hirer.

BVHT is insured against any claims arising out of its own negligence.

12. Accidents and dangerous occurrences

*The Hirer must report all accidents involving injury to the public to a member BVHT's Management Committee as soon as possible and complete the relevant section in BVHT's accident book. Any failure of equipment belonging to BVHT or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury **must be reported**. BVHT's Authorised Representative will give assistance in making this report. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).*

Basic First Aid kits are supplied and maintained by BVHT. These are located in the Main Kitchen and the Bramley Room kitchen. Please note that BVHT is not responsible for the supply of First Aid beyond this. BVHT recommend that all Hirers have a nominated First Aider present at their event.

13. Explosives and flammable substances

The Hirer shall ensure that:

(a) Highly flammable substances (inc. balloons filled with flammable gas) are not brought into, or used in any part of, the premises and that;

(b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the relevant Trust. No decorations are to be put up near light fittings or heaters. No candles, pyrotechnics or other devices involving the use of real flame are used on the premises.

14. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of BVHT. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

15. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that in order to avoid disturbing neighbours and to avoid violent or criminal behaviour care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk or to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premises.

Alcohol may only be sold by members of BVHT's Management Committee or by professional bar services with the written permission of BVHT's Management Committee and in full compliance with the premises licensing conditions.

16. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by BVHT. No animals whatsoever are to enter the kitchen at any time.

17. Compliance with the Children Act 1989 and subsequent legislation, including work with vulnerable adults

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and subsequent legislation and that only fit and proper persons who have passed the appropriate Disclosure and Barring Service (DBS) checks have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide BVHT with a copy of their DBS Check and Child Protection Policy a DBS Reference Number on request.

18. Fly posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises and shall indemnify and keep indemnified each member of BVHT's Management Committee accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

19. Sale of goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed; as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

20. Film shows

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

21. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and BVHT is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of BVHT as follows:

Cancellation of a booking by a Hirer must be made to the BVHT Bookings Clerk (bookings@bvht.org.uk) and will only be effective once confirmed by them. The cancellation will be effective from the day of receipt of such notice. If the Hirer needs to cancel a booking, for whatever reason, they will then become liable to pay BVHT a cancellation fee as follows:

- 8 weeks prior to event - no charge
- 4 weeks prior to event - 50% charge
- 2 weeks prior to event - 75% charge (25% refund)
- Less than 2 weeks - full charge (no refund)

This Cancellation Fee will be deducted from any refund of the Hire Charge due. The Special Deposit will be returned in full.

BVHT reserves the right to cancel this hiring by written notice to the Hirer in the event of:

(a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;

(b) BVHT reasonably considering that:

(i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or

(ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring;

(c) the premises becoming unfit for the use intended by the Hirer;

(d) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but BVHT shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

22. End of hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced; otherwise BVHT shall be at liberty to make an additional charge. All equipment, inc. tables and chairs, must be left in a clean condition. Smoking is not permitted anywhere in the buildings. All rubbish is secured in suitable sacks and placed in the bins provided outside. The heating controls are left as the Hirer found them. Any keys should be returned to the Caretaker or Bookings Secretary on departure or to a nominated key holder as instructed.

23. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at Bramley Village Hall and comply with any other licensing condition for the premises.

24. Stored equipment

BVHT accepts no responsibility for any stored equipment or other property brought onto or left at the premises and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring, or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

BVHT may use its discretion in any of the following circumstances:

(a) failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended;

(b) failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in BVHT disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

25. No alterations

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of BVHT's Authorised Representative. The Hirer must remove all such articles at the end of the hiring unless otherwise agreed with BVHT. Any unauthorised articles left on the premises will be disposed of by BVHT as it thinks fit. The Hirer will make good to the satisfaction of BVHT any damage caused by such installation and removal.

26. No rights

The Booking Form constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

27. Dangerous and unsuitable performances

Performances involving danger to the public or of a sexually explicit nature which are likely to bring BVHT into disrepute or cause offence to the general public shall not be given.

28. Data Collection***How We Use Your Personal Information***

By 'personal information' we mean names, addresses, emails and phone numbers and possibly details on incidents. We may use this information to:

- communicate with you*
- keep financial records i.e. provide an audit trail to identify source of income*
- make it easier for you to make future bookings*
- deal with enquiries and incidents*
- inform you of other events in Bramley Village Hall that may be of interest to you*

Security of Data

- personal data we hold will not be shared with any third parties*
- Data will be held securely at all times and disposed of carefully*

29. BVHT's Rights

Bramley Village Hall Trust reserve their rights over lettings and have right of entry to the appropriate premises at all times.

Section 10 Public Liability

Insurer: Aviva Insurance Limited

Cover	Limits	Main Conditions and Exclusions
<ul style="list-style-type: none"> ✓ Legal liability for damages and costs in respect of accidental injury to person, accidental damage to property or accidental nuisance occurring in connection with the business of the Insured as well as legal costs incurred <p>Please see Page 16 for guidance regarding permitted activities.</p>	As specified	Exclusions <ul style="list-style-type: none"> × Injury sustained by any Person Employed × Any loss resulting from <ul style="list-style-type: none"> × pollution and/or contamination (gradually operating) × the use of vehicles where compulsory insurance required × the use of any vessel or craft exceeding 4 metres in length × Property in the care, custody or control of the insured × Offshore work × Cyber liabilities × Injury by one participant to another whilst taking part in contact sport
Automatic Extensions (unless stated otherwise)		
<ul style="list-style-type: none"> ✓ Contingent Motor Liability ✓ Overseas Personal Liability if insured is temporarily outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man but excluding USA or Canada ✓ Data Protection legislation (as specified up to £1,000,000) ("Claims Made") ✓ Defective Premises Act 1972 ✓ Libel and Slander (for actions brought within Territorial Limits up to £250,000) ("Claims Made") ✓ Wrongful Arrest ✓ Indemnity of Member to Member ✓ Organised Protests, Marches and Demonstrations (subject to advanced written approval such as by the Police) ✓ Hirers' Liability with a limit up to £1,000,000 		
Condition - Care and Risk Management Condition in regard to Health & Safety and Safeguarding procedures		
<ul style="list-style-type: none"> ✓ Written policies and procedures in accordance to National Minimum Care Standard for safeguarding against abuse and assault ✓ Any persons responsible for unsupervised access to any persons in your care: <ul style="list-style-type: none"> ▪ Disclosure Barring Service checks ▪ Undergoes appropriate induction and training every 3 years ✓ Ensure all reasonable measures to retain for at least 15 years: <ul style="list-style-type: none"> ▪ DBS checks and written engagement records ▪ training records ▪ accident and report registers ▪ records of alleged, actual or threatened Abuse ▪ any referral, assessment, treatment and care plans 		
Alternative Optional Endorsement: Abuse – Exception and Grant Back Endorsement* ("Claims Made")		
<ul style="list-style-type: none"> ✓ Alternative Optional Endorsement provides cover for Abuse on a "claims made" up to the agreed limit on the Schedule. Please see the Policy for full details. 		

Please see further details of cover also applying to Employers' and Products Liability on page 10

Part A

Section 10 | Public Liability

Definition:

Territorial Limits means (unless expressly stated to the contrary in this Section or any other part of this Policy, the *Schedule* or any Endorsement which may be attached to this Policy), Great Britain, Northern Ireland, the Channel Islands and the Isle of Man. In respect of this Section 10 cover is extended to include:

- 1 the *Business Activities* of any *Person Employed* ordinarily resident in the territories named above, but temporarily engaged in the *Business* elsewhere in the world;
- 2 elsewhere in the world for any *Persons Employed* temporarily outside the *Territorial Limits* provided that such individuals are *Persons Employed* by virtue of being under a Contract of Service or apprenticeship with the *Insured* and such Contract of Service or apprenticeship was entered into in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

The Cover

The *Insurers* shall indemnify the *Insured* and any *Additional Insured* :

- 1 against legal liability for damages and claimant's costs and expenses in respect of:
 - a accidental *Injury* sustained by any person;
 - b accidental *Damage to Property*;
 - c accidental *Nuisance*;occurring during the *Period of Insurance* within the *Territorial Limits* in connection with the *Business*;
- 2 in respect of *Legal Costs* in connection with any *Event* which is or may be the subject of indemnity under 1 above.

Limit of Liability

- 1 Irrespective of:
 - a the number of parties and/or entities entitled to indemnity;
 - b the number of claimants;the liability of the *Insurers* under this Section including all Extensions in respect of any one *Event* shall not exceed the Limit of Liability as stated in the *Schedule*.
- 2 *Legal Costs* payable by the *Insurers* shall be paid in addition to the Limit of Liability unless as otherwise stated in the *Schedule*, provided that:
 - a if a payment of damages and/or claimant's costs and expenses exceeding the Limit of Liability has to be made by the *Insured* to settle any claim;and
 - b the *Insurers* are liable to pay *Legal Costs* in addition to the Limit of Liability;then the liability of the *Insurers* for *Legal Costs* shall be limited to such proportion as the Limit of Liability bears to the amount paid by the *Insured* in settlement of such claim. Nothing contained in this clause shall be construed to vary or override Condition 2 of Sections 9, 10 and 11 Conditions of this Policy.

However, in respect of any liability subject to the jurisdiction of any Court of Law in the United States of America or Canada, their territories or possessions, and any judgement, award, order or settlement in any such Court or orders for enforcement of judgement, award, order or settlement made elsewhere by way of reciprocal agreement, convention or otherwise, including any order made anywhere in the world to enforce such judgement, award, order or settlement either in whole or in part, the Limit of Liability as stated in the *Schedule* is inclusive of *Legal Costs*.

Section 10 Extensions

The following Extensions shall apply, subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

1 Contingent Motor Liability

Notwithstanding Section Exclusion 4, the *Insurers* shall indemnify the *Insured* (and no other) against legal liability for damages and claimant's costs and expenses arising out of the use and in the course of the *Business* of any mechanically propelled vehicle not the property of nor provided by the *Insured*.

This Extension shall not apply to legal liability for damages and claimant's costs and expenses:

- a arising while such vehicle is being driven by the *Insured* or any *Additional Insured*, other than any *Person Employed*;
- b in respect of loss of or damage to such vehicle or to any property conveyed therein;
- c arising out of the use of any such vehicle owned or provided by any principal for whom the *Insured* is working or any sub-contractor acting for or on behalf of the *Insured*;
- d arising outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man;
- e notwithstanding Condition 3 to Sections 9, 10 and 11 Conditions, where indemnity is provided by any other insurance;
- f caused or arising whilst such vehicle is engaged in racing, pace-making, reliability trials or speed testing;
- g caused or arising whilst such vehicle is being driven with the general consent of the *Insured* or their representative by any person who to the knowledge of the *Insured* or other such representative does not hold a licence to drive such a vehicle, unless such person has held and is not disqualified from holding or obtaining such a licence.

2 Movement of Obstructing Vehicles

Section 10 Exclusion 4 shall not apply to liability caused by or arising from any vehicle (not owned or hired by or lent to the *Insured*) being driven by the *Insured* or by any *Person Employed* with the *Insured's* permission whilst such vehicle is being moved for the purpose of allowing free movement of any vehicle owned, hired by or lent to the *Insured* or any *Person Employed*, provided that:

- 1 all movements are limited to vehicles parked on or obstructing the *Premises*;
- 2 the vehicle causing obstruction will not be driven by any person unless such person is licensed and / or competent to drive the vehicle;
- 3 the vehicle causing obstruction is driven by use of the owner's ignition key;
- 4 the *Insurers* shall not provide indemnity against liability:
 - a in respect of damage to such vehicle;
 - b in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle.

3 Overseas Personal Liability Indemnity

The *Insurers* shall indemnify the *Insured* and, if the *Insured* so requests, any *Person Employed* against legal liability for damages and claimant's costs and expenses incurred in a personal capacity while temporarily outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man but excluding any country or territory which operates under the law of the United States of America or Canada in connection with the *Business*.

This Extension will not apply to legal liability for damages and claimant's costs and expenses:

- a arising out of the ownership or occupation of land or buildings;
- b notwithstanding Condition 3 to Sections 9, 10 and 11 Conditions, where indemnity is provided by any other insurance.

Where stated in the *Schedule* (or otherwise by Endorsement hereto) as 'Insured' the following Extension shall apply, subject always to the limits, terms, conditions and exclusions of this Section and the Policy

13 Hirers' Liability Extension

In respect of any arrangement entered into by the *Insured* whereby permission is granted to persons, groups or organisations who do not operate under their own trading name and not otherwise indemnified hereunder for the use of any part of the *Insured's* property, this Policy extends to indemnify such persons, groups or organisations against legal liability for damages and claimant's costs and expenses in respect of *Injury* sustained by any person and/or *Damage to Property* arising from such use.

Provided as a condition precedent to the liability of the *Insurers* that:

- 1 such persons, groups or organisations are not entitled to indemnity under any other Policy or policies;
- 2 the *Insured* shall ensure that the activity of such persons, groups or organisations shall be limited to *Hirer Activities*;
- 3 the *Insured* shall require all such persons, groups or organisations to agree signed and dated terms and conditions of hire which shall include as a minimum the following details and provisions:
 - a the parties to the contract, the period, the activity being undertaken and any fee involved;
 - b the agreed opening hours for the premises;
 - c the need for adequate supervision bearing in mind the nature of the event and the age of the attendees;
 - d the hirer's responsibility for all safety and security systems including fire extinguishers and escape routes;
 - e the hirer's responsibility for compliance with food, health and hygiene legislation;
 - f the hirer's responsibility for the condition and safe use of any electrical equipment brought on to the premises and any restrictions regarding the type of equipment or its use permitted on the premises;
 - g that heating is limited to the existing heating and that no additional heating may be introduced;
 - h the type of licences held for the premises and a warning that the hirer may need to apply for their own licence(s) if necessary;
 - i restrictions relating to any activity which might cause nuisance e.g. parking, noise levels and removal of litter;
 - j the hirer's responsibility relating to the number of persons allowed on the premises and the hirer's obligation to monitor this;
- 4 the *Insured* shall ensure that no contracts are entered into with any person under the age of 18 (eighteen) years old;
- 5 the *Insured* shall keep a register of all hirings made.

No liability shall attach to the *Insurers* in respect of *Injury*, loss or damage giving rise to a claim:

- a arising out of *Care and Treatment* other than emergency first aid;
- b made by any member of the group or organisation against another member of the group or organisation.

Such persons, groups or organisations shall, as though they were the *Insured*, observe, fulfil and be subject to the terms, conditions and exclusions of this Policy in so far as they can apply.

Indemnity in respect of such claims shall not exceed £1,000,000 or other amount as may be shown on the *Schedule* (inclusive of *Legal Costs* and other costs and expenses) for any claim or number of claims arising out of any one *Event* and the *Insured* shall bear the *Excess* as stated in the *Schedule*.

If the liability which is the subject matter of a claim under this Extension is insured under any other insurance, the *Insurers* shall not be liable under this Policy, except in respect of any excess beyond the maximum amount which would be payable under such other insurance had this Extension not been in effect.

Section 10 Exclusions

This Section shall not apply to legal liability for damages and claimant's costs and expenses and/or *Legal Costs*:

1 Injury Sustained by Persons Employed

for *Injury* sustained by any *Person Employed* arising out of and in the course of employment by the *Insured* in the *Business*.

2 Product

directly or indirectly caused by, arising from or in connection with any *Product(s)* (other than food or drink for consumption on the *Insured's* Premises).

3 Pollution or Contamination

directly or indirectly caused by, arising from or in connection with *Pollution or Contamination*.

4 Vehicles

arising out of the ownership, possession or use of any mechanically propelled vehicle by or on behalf of the *Insured* in circumstances where insurance or security is required under the provisions of any road traffic legislation but this Exclusion shall not apply to:

- a mechanical plant while operating as a tool of trade;
 - b the loading or unloading of any vehicle;
- except in respect of legal liability for which:
- i insurance or security is required by law;
 - ii indemnity is provided by any motor insurance contract.

5 Vessels and Craft

arising out of the ownership, possession or use by or on behalf of the *Insured* of any vessel or craft designed to travel in, on or through water and/or air and/or space but this Exclusion shall not apply to waterborne craft not exceeding 4 (four) metres in length on inland or *United Kingdom* territorial waters.

6 Property in the Insured's Care, Custody or Control

in respect of *Damage to Property* which at the time of the *Event* giving rise to such liability is the property of or held in trust by or in the care, custody or control of the *Insured* or any *Person Employed*, other than:

- i personal effects including vehicles and their contents of any *Person Employed* or visitor to the *Insured*;
- ii premises including their contents, not owned by or leased or rented to the *Insured* but temporarily occupied by the *Insured* for the purposes of undertaking work in connection with the *Business*, provided that this paragraph ii shall not include any property to which i above applies;
- iii premises and their fixtures and fittings leased or rented to the *Insured*, provided that where such liability has been accepted by agreement, indemnity shall only be provided by the *Insurers* to the extent that such liability would have attached in the absence of the said agreement;

7 Work Offshore

arising from or in connection with any work undertaken *Offshore*.

8 War

directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military or usurped power, whether war be declared or not.

9 Cyber Liabilities

in respect of any claim or loss arising directly or indirectly from, or in connection with, or consisting of any loss, destruction or damage, or failure or loss of *Electronic Data*, resulting directly or indirectly from or in connection with:

- a *Virus or Similar Mechanism*;
- b *Denial of Service Attack*;
- c unauthorised access to or use of computer and electronic equipment;

However *Insurers* will not exclude any liability in respect of any ensuing accidental *Bodily Injury* or accidental *Damage* which is not otherwise excluded.

10 Participant to Participant

directly or indirectly incurred by the *Insured* arising out of *Injury* or *Damage to Property* caused by any participant to any other participant whilst actively participating in a contact sport or other competitive event or training session organised, arranged, hosted, managed or supervised by the *Insured* or a *Person Employed* where the sport, event or training session concerned permits direct physical contact, impact or force within its rules.

Section 10 Conditions

1 Shared Premises

In respect of *Injury* or *Damage* happening on the *Premises* for which the tenants become legally liable and where individual liability for such *Damage* or *Injury* cannot be determined, or where such liability may be the joint responsibility of more than one tenant, this Policy will only pay its rateable proportion of such claim, dependent upon the total number of tenants that may bear a proportion of such responsibility. This clause will not apply to costs and expenses incurred in the defence of such claim.

2 Loss of or Damage to Underground Services

The *Insurers* shall only indemnify the *Insured* under Section 10 Public Liability against legal liability for damages and claimant's costs and expenses directly or indirectly arising from damage to any services located underground if and provided that, prior to commencement of any work which involves digging, boring or excavation, the *Insured* has:

- a taken or caused to be taken all reasonable steps to identify the location of any services under the site of the work. Reasonable steps shall include the use of Openreach's 'Click Before You Dig' service, access to which is via the Openreach website in circumstances where it is possible Openreach cables are under such site;
- b retained a written record of the steps taken to locate any services located underground and a plan of the services located and signature of any third party authorising, advising, directing or indicating the location of underground services;
- c conveyed the location of such services to any party carrying out such work on behalf of the *Insured* and retained a record.

3 Heat Away from Insured's own Premises

It is a condition precedent to the liability of the *Insurers* that where the *Insured* is using any process which involves the application of heat away from the *Insured's* own *Premises*:

- a the immediate area in which the operation is to be carried out has been segregated to the greatest practicable extent by the use of screens made of metal and/or fire retardant material;
- b the whole of the segregated area has been adequately cleaned and freed from combustible material before operations commence;
- c combustible floors, substances in or surrounding the segregated area have been liberally covered with sand or protected by overlapping sheets of incombustible material before operations commence;
- d where work is being carried out in any enclosed area an additional *Person Employed* or an employee of the occupier or of the main contractor is present at all times to guard against the outbreak of fire;
- e such application of heat has been specifically authorised and signed for by the occupier or the main contractor who must also approve the safety arrangements;
- f the following are in readiness for immediate use at the scene of operations:
 - i suitable fire extinguishers by number and size for the scope of operations;
 - and/or
 - ii hoses connected up for immediate use and successfully tested prior to the commencement of the operations;

- g a thorough examination has been made in the vicinity of the operations approximately one hour after the termination of each operation. In the event that it is not practicable for such examination to be carried out by a *Person Employed* then appropriate arrangements must be made with and signed off by the occupier;
- h before burning off metal work built into or projecting through walls or partitions an examination has been made including the area on the other side of any walls or partitions to ensure that no combustible material is in danger of ignition either directly or by conducted heat;
- i when the *Insured* burns debris away from their *Premises* the following precautions are taken on each occasion:
 - i fires are in a cleared area and at a distance of at least 10 (ten) metres from any property;
 - ii fires are attended at all times;
 - iii suitable fire extinguishers by number and size are kept available at the scene of operations for immediate use;
 - iv fires are extinguished at least one hour prior to leaving the contract site at the end of each working day.

4 Care and Risk Management Condition

If in relation to any claim there is a failure to fulfil any of the following conditions, the *Insured* will lose their right to indemnity or payment for the claim.

You must ensure that:

- a You adhere to and maintain written policies and procedures in accordance with the appropriate National Minimum Care Standard for safeguarding the welfare of any person in *Your* care against abuse, assault or molestation.
- b Any person working for *You* or on *Your* behalf, voluntarily or paid, in a role which has unsupervised access to any person in the care of the *Insured*:
 - i has undergone satisfactory Disclosure Barring Service (DBS) or similar statutory disclosure checks prior to engagement in those duties;
 - ii undergoes satisfactory Disclosure Barring Service (DBS) or similar statutory disclosure rechecks every 3 years;
 - iii has access to and is acquainted with and receives formal training in the *Insured's* protection policy with formal update training based upon current best practice at intervals not exceeding 3 years;
 - iv receive formal induction protection training prior to commencement of their duties and are supervised during their probationary service period.
- c You will take all reasonable measures to ensure that *You* securely retain for no less than 15 years:
 - i employment and engagement applications, references, identity verification, records of Disclosure Barring Service (DBS) or similar statutory disclosure checks and related correspondence in respect of;
 - ii *Your* protection policy, revisions and records of *Your* protection policy training delivered to any person working for *You* or on *Your* behalf in a care role or having unsupervised access to any person in *Your* care.
 - iii *Your* accident and incident registers
 - iv records of any alleged, actual or threatened abuse, assault or molestation and action taken including notifications to the appropriate authorities
 - v all referral, assessment, treatment and care plans and related correspondence for any person in *Your* care.

Section 10 Optional Endorsement ("Claims Made")

Where stated in the *Schedule* (or otherwise by Endorsement hereto) as 'Applicable' the following Endorsement shall apply, to this Section 10 Public Liability subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

Abuse – Exception and Grant Back Endorsement

Abuse Definition

means *Injury* as a result of:

- 1 physical or psychological abuse;
- 2 the intentional inappropriate administration or non-administration of any drug medicine or substance;
- 3 repeated or continuing threatening abusive or insulting words or behaviour;
- 4 conduct of a sexual nature including sexual molestation gratification coercion harassment or pressure of any kind.

Exclusion

We will not provide cover in respect of any claim for the alleged actual attempted or threatened *Abuse* of any person except as stated in **The Cover – Abuse** below

The Cover - Abuse

Subject otherwise to the terms of the Policy.

The Exclusion above shall not apply to this Section 10 Public Liability and We will provide cover to *You* against *Your* legal liability to pay damages and claimant's costs and expenses in respect of any *Abuse* claim for the alleged actual attempted or threatened *Abuse* of any person which is first made against *You* and notified to *Us* during the *Period of Insurance*.

Retroactive Date: as stated in the *Schedule* in the event this Endorsement is applicable.

The maximum We will pay, inclusive of costs and expenses, in respect of all claims made against the *Insured* during any one *Period of Insurance* is as stated in the *Schedule*. This limit is part of, and not in addition to, the *Limit of Indemnity* applicable to Section 10 Public Liability of this Policy.

The Indemnity provided by this Endorsement only applies to claims made against the *Insured* during the currency of this Endorsement.

As part of this Endorsement the following Additional Conditions and Additional Exceptions apply:

Additional Conditions

If in relation to any *Abuse* claim *You* have failed to fulfil any of the following conditions *You* will lose *Your* right to indemnity or payment for that claim

- 1 You shall give written notice to *Us* as soon as practicable if, during the *Period of Insurance*, *You*:
 - a receive any *Abuse* claim;
 - b receive any notice of intention to make an *Abuse* claimIn the event that it is not possible to give *Us* such notice before the end of the *Period of Insurance* then *You* must do so not later than 7 days after the end of the *Period of Insurance*.
- 2 If *You* become aware of any circumstance that might give rise to an *Abuse* claim *You* shall give written notice to *Us* of such circumstance as soon as practicable and in any event not later than the last day of the *Period of Insurance*

Any *Abuse* claims subsequently arising from any circumstance notified to *Us* shall be deemed to have been made during the *Period of Insurance* in which the notice of such circumstance was first received by *Us*.

Additional Exceptions

We will not provide cover:

- 1 where cover is provided by another insurance policy;
- 2 for any claim made against *You* for the alleged actual attempted or threatened *Abuse* of any person committed prior to the Retroactive Date stated above;
- 3 for any claim that has been notified under any other insurance attaching prior to the inception of this Endorsement;
- 4 for any claim that *You* were or should, after reasonable enquiry, have been aware of prior to the inception of this Endorsement.