Holbeton Village Hall Information Pack

Holbeton Village Hall Trustees Contacts:

Bookings:	Shula Fitzgerald	07940 734909 / 01752 830415	holbetonvillagehallbookings@hotmail.com
Chairperson:	Christine Tarrant	07718 140449 / 01752 830654	christinewtarrant@gmail.com
Treasurer:	Caroline Howarth	07879 441959 / 01752 830765	carolinehhowarth@gmail.com
Secretary:	Sue Collins	07796 000662 / 01752 830406	suecollins251@yahoo.com

Holbeton Village Hall
Premises Licence - Conditions & Operating Schedule

The Village Hall has a Premises Licence issued by South Hams District Council, authorising the following licensable activities at the times indicated.

Licensable activities authorised for the premises

Plays
Provision of Facilities for Dancing
Films
Live Music
Recorded Music
Performances of Dance

Note: The premises is not licensed for the sale of alcohol. If you wish to sell (or supply) alcohol to the public at your event you will need to make an application for a Temporary Events License (TEN) with South Hams District Council. The application process can take several weeks. Please refer to section 8 of the Standard Conditions of Hire.

The Hall is licensed to be open:

Monday to Friday	08.00 Hrs to Midnight
Saturday	08.00 Hrs to 23.45 Hrs
Sunday	08.00 Hrs to 22.30 Hrs

The performance of live music, playing of recorded music and dance are authorised between the times listed above.

The performance of a play is authorised between the following times:

Monday to Friday	08.00 Hrs to Midnight
Saturday	08.00 Hrs to 23.00 Hrs
Sunday	08.00 Hrs to 22.30 Hrs

The showing of a film is authorised as follows:

Monday to Saturday	10.00 Hrs to 23.30 Hrs
Sunday	10.00 Hrs to 22.30 Hrs

Information sheet for Hirers, Holbeton Village Hall

Opening and Closing the Village Hall

If you are a regular hirer, you will receive a key for the hall and must sign to say you have received this. Otherwise, village hall keys will be available from the Hiring Coordinator (or one of the named trustees on the front sheet of the information pack) and, after locking up, must be returned to one of the named trustees as soon as possible.

Please ensure that any outside caterers, contractors, and bar staff are aware of the hire period and that they will not be able to enter before or leave after the hire period.

In case of difficulty please contact the Hiring Coordinator (or in their absence one of the named trustees on the front sheet of the information pack).

Safety

The village hall has a No Smoking and No Vaping Policy.

In the event of a fire, the village hall should be evacuated in an orderly manner using the appropriate exits, and the Fire Brigade called by dialling 999.

The location of fire exits, and fire extinguishers must be noted before the village hall is occupied and the manner of opening Fire Doors should be made known to your guests. There is a floor plan in the village hall foyer (floor plan showing these is attached).

The village hall Accident Book is kept on the small shelf by the front door situated in the main entrance foyer and an entry must be made in it in respect of any accident on the premises in accordance with the instructions on the inside front cover of the book.

Please use the trolleys provided for moving chairs and tables in order to avoid injury. Please stack chairs and tables in the storeroom in the manner shown on the notice.

First aid boxes are located as shown on the attached floor plan.

Power Circuits / Heating

The hall is heated by overhead heaters. If the hall has not been in use for a few days, then this system may take a little time to heat up our large main hall. We ask that you do not adjust the heating controls. It is advised that you put the heating on at the earliest stage of your booking allowing the rooms to heat up in time for your event.

Car Parking

The village hall car park will accommodate a good number of cars if they are parked sensibly.

Consideration for Others

Please ask your guests to leave quietly at the close of your event. Car doors banging and loud talking in the car park are a disturbance to local residents.

Please do not attach anything to the walls, doors or other surfaces without our written consent.

Please leave the village hall clean and tidy. All rubbish must be placed in the outside bin and any recycling (bottles, cans etc) must be removed from site. We ask you to ensure tabletops are wiped clean before being stacked in the cupboard.

End of function checklist

Before leaving the hall please:

- Ensure that the water heater in the kitchen and cookers are turned off.
- Check that all electrical appliances except the freezer and fridge are turned off and unplugged.
- Turn out all lights.
- Close and lock, where possible, all internal doors.
- Secure all outside doors and windows.
- The overhead heaters will turn off automatically once they reach their pre-programmed time

Faults/ Damage/ Comments

Please report any faults or damage to the Hiring Coordinator as soon as possible so that they can be rectified quickly. We welcome any comments or observations that you may have about your hire of Holbeton Village Hall.

Health and Safety Procedures

It is the intention of the Holbeton Village Hall Management Committee to comply with all relevant health and safety legislation and to act positively where it can reasonably do so to prevent injury, ill health or any danger arising from its activities and operations.

All hirers and visitors are expected to recognise that there is a duty on them to comply with the practices set out by the Committee, with all safety requirements set out in the hiring agreement and with safety notices on the premises and to accept responsibility to do everything they can to prevent injury to themselves or others.

It is the policy of the Committee to carry out periodic risk assessments and to adopt procedures to minimise the risks identified through these assessments. The following practices must be followed to minimise risks:

- **Make sure that all emergency exit doors are clear and unlocked as soon as the hall is to be used and throughout the hiring**
- **Do not** operate or touch any electrical equipment where there are signs of damage, exposure of components or water penetration etc.
- **Do not** work on steps, ladders or at height until they are properly secured, and another person is present
- **Do not** leave portable electrical or gas appliances operating while unattended
- **Do not** attempt to move heavy or bulky items (e.g. stacked tables or chairs) - use the trolleys provided
- **Do not** attempt to carry or tip a water boiler when it contains hot water. Leave it to cool
- **Do not** allow children in the kitchen except under close supervision (e.g. for supervised cookery lessons or, in the case of older children, for supervised serving of food at functions). Avoid overcrowding in the kitchen and do not allow running
- **Wear** suitable protective clothing when handling cleaning or other toxic materials
- **Report** any evidence of damage or faults to equipment or the building's facilities to the Hiring Coordinator
- **Report** every accident in the accident book
- **Be aware and seek to avoid** the following risks:
  - creating slipping hazards on stairs, polished or wet floors – mop spills immediately
  - creating tripping hazards such as buggies, umbrellas, mops and other items left in halls and corridors
  - use adequate lighting to avoid tripping in poorly lit areas
  - risk to individuals while in sole occupancy of the building
  - risks involved in handling kitchen equipment e.g. cooker, water heater and knives
  - creating toppling hazards by piling equipment e.g. in store cupboards.

FIRE EVACUATION PLAN

1. On discovering a fire, you should sound the alarm using the nearest available fire alarm. Turn off all music / band stop playing so clear instruction can be heard.

2. In the event of a fire, the person in charge of the hall or function will instruct all persons

to leave the building, using the nearest available exits.

3. All persons should follow the most appropriate escape route to the Fire Assembly Point situated at the far side of the car park.

4. Call the Fire Brigade.

Ring 999 and give this address:

Holbeton Village Hall, Brent Hill, Holbeton, Devon PL8 1LW

Ensure The Address Has Been Repeated By The Fire Brigade

5. The person in charge of the hall should ensure that once the hall has been evacuated, members of the public do not re-enter the building to collect personal belongings, etc.

6. On the arrival of the Fire Brigade, the person in charge of the hall should report to the Officer in Charge that all persons are safe or should inform him / her of their last known position.

7. You should only attempt to extinguish the outbreak using the fire appliances provided if it is considered safe to do so.

8. You should call the following Village Hall personnel.

- The Chairman: **07718 140449 / 01752 830654**
- The Booking Secretary: **07940 734909 /01752 830415**
- Secretary: **07796 000662 / 01752 830406**

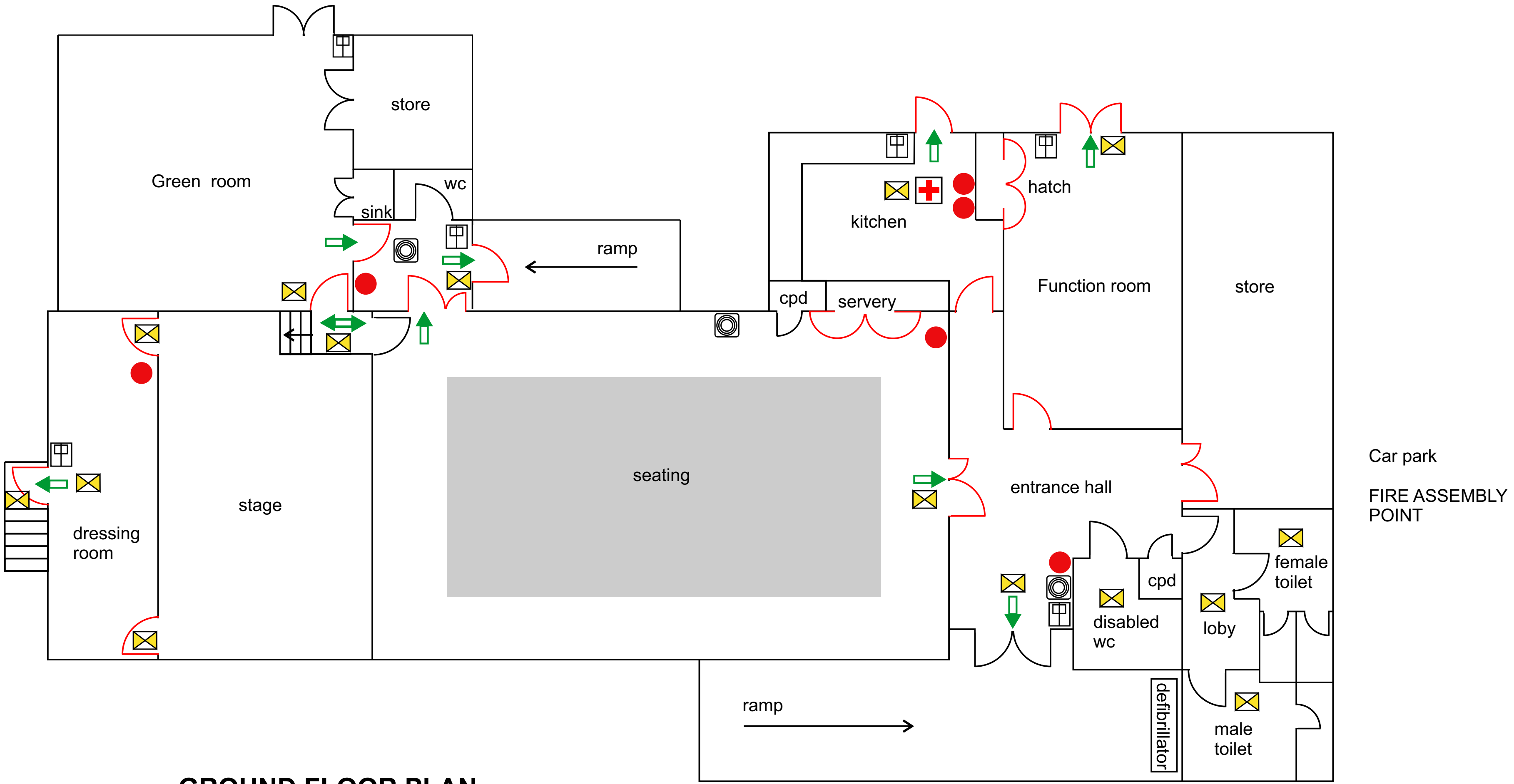
On no account must you tackle the fire until the safety of your party is confirmed.

Do not return to collect belongings.

Do not re-enter the premises until instructed to do so.

Do not leave the village hall grounds until everyone is accounted for.

BUILDING PLAN WITH EVACUATION ROUTES AND LOCATION OF FIRE EQUIPMENT



GROUND FLOOR PLAN

THEATRES ACT 1968

MAXIMUM NUMBER OF PERSONS THAT CAN BE SAFELY ACCOMMODATED IS:

MAIN HALL: 110 STANDING OR 90 SEATED AT TABLES.

- THEATRE SEATING: 110 HALF APRON, 99 FULL APRON.

NOTE: A CLEAR GANGWAY OF 1.05m SHOULD BE MAINTAINED AS SHOWN ON PLAN.

FUNCTION ROOM: 30 STANDING, 22 SEATED AT TABLES.

GREEN ROOM: 60 STANDING, 36 SEATED AT TABLES.

KEY

EMERGENCY EXIT

FIRE EXTINGUISHER

FIXED ALARM / CALL POINT MANUAL

EMERGENCY LIGHTING

FIXED ALARM WARNING DEVICE / CONTROL PANEL

FIRST AID BOX

FIRE DOOR

HOLBETON VILLAGE HALL, HOLBETON, PI8 1LW

Drawing July 2025. Not to scale. Drawn by C. Bray.

Holbeton Village Hall Safeguarding Policy and Procedures

Policy HVH (Holbeton Village Hall) will meet all legislative requirements for the protection of children, young persons, and vulnerable adults from any form of abuse whilst on our premises.

Procedures

The content of this document becomes the responsibility of HVH management committee, hirers, volunteers, contractors (whether paid or unpaid), and any persons on HVH premises, who all have a duty of care. Abuse may be in the form of physical, verbal, sexual, bullying, exclusion, neglect, or combinations of these, regardless of gender, ethnicity, disability, sexuality, religion or faith. All people associated with the HVH and its use have a collective and individual legal and moral responsibility for Safeguarding these vulnerable persons. All hirers are expected to have their own Safeguarding policy and procedures, or code of conduct, and failing that must obey this policy and its procedures (available on the HVH website). An assessment to avoid or minimise risk of abuse should be undertaken before an event, and appropriate remedial action taken as necessary. No adult shall have unsupervised access to children, young persons and/or vulnerable adults without possession, in advance of an event, of appropriate clearance such as DBS, except for their own parents/legal guardians. If a child, young person, or vulnerable adult has not been collected after an event, the responsibility of dealing with the situation rests solely with the hirer/event organiser, who, if necessary, must seek advice or involvement from the authorities or the Police. Any allegations of abuse occurring at an event must be dealt with by the hirer/event organiser. The HVH Safeguarding Representative must be informed. If it is an HVH event or within HVH responsibility the managing committee or its Safeguarding Representative will not carry out an investigation but will refer the matter to appropriate social services safeguarding teams and/or the Police. The designated HVH Safeguarding Representative is the Chairperson Christine Tarrant: 07718 140449 / 01752 830654

Definitions DBS Disclosure and Debarring Service. Certification from them is mandatory if working unsupervised with children. Abuse A violation of an individual's human or civil rights by any other person(s). Young Person are of secondary school age or above. Vulnerable Adult Someone who may be in need of services by reason of mental or other disability, age or illness, and who may not be able to take care of him(her)self or is unable to protect him(her)self against significant harm or exploitation.

Further Information: ACRE Information Sheet 5 Safeguarding (November 2020) from Action with Communities in Rural England.

Relevant Legislation The Care Act 2014 The Sexual Offences Act 2003Safeguarding Vulnerable Groups Act 2006, and the Protection of Freedoms Bill (amends SGVA 2006). Protection of Freedoms Act 2012 The Children's Act 1989 and 2004 GAN 18/02/2021

Hall Charges 2025

Facilities to be hired	2025 Rate	10% Reduced Rate
Main Hall		
Up to 4 hours	£40.00	£36.00
Hourly Rate	£14.50	NA
Function Room		
Up to 4 hours	£22.00	NA
Hourly Rate	£10.00	NA
Green Room		
Up to 4 hours	£25.00	NA
Hourly Rate	£11.00	NA
Kitchen		
Per Session	£22.00	NA
Garden		
External Function use of our toilets	£25.00	NA
The Entire Hall		
Weddings / Special events up to 3 days A Non-Refundable deposit of £150.00 is required at point of booking. The hire balance of £345.00 is payable 8 weeks in advance of the dated event.	£495.00	NA

<u>Payment & Cancellation Terms from March 2025</u>

Invoices will be generated monthly. Invoices are to be paid within 14 days of invoice date. Any cancelled sessions are to be logged with Shula Fitzgerald either by text to 07940 734909 or email to holbetonvillagehallbookings@hotmail.com. Any refund of cancelled bookings will be made with regard to section 25 of the Standard Conditions of Hire.

Hirers' Public Liability Summary of Cover

Subject to agreement by our policyholder, public liability insurance is available to charitable organisations, voluntary organisations, not-for-profit groups and individuals using our policyholder's premises when hired or loaned out to them.

Policyholder details

Name of policyholder: (being the person, company or organisation from whom the premises are hired)	Holbeton Village Hall
Policyholder's policy number:	CCP 2281107

Hirers' details

Name of hirer:	

Instructions for:

1) ANSVAR POLICYHOLDER

- If you agree to provide a hirer of your premises cover under your policy for public liability (whether or not a charge has been included), then a copy of this summary and the Hirers' Public Liability Extension should be provided to the hirer.
- You should keep a record of each hire or loan of the premises.
- Any tenants or sub-tenants using your premises should arrange separate insurance cover in their own name as the Hirers' Public Liability Extension is not designed to provide the cover they would need.

2) HIRER OF THE POLICYHOLDER'S PREMISES

- This summary outlines the main features of cover and significant exclusions that applies to you.
- Do read the Hirers' Public Liability Extension (you should be given a copy of this document by the policyholder) that contains all the terms, conditions, exclusions and special requirements that you need to comply with.
- Hirers' Public Liability Extension is provided in respect of the use of our policyholder's premises only and does not extend to your activities at any other location.
- It is your responsibility to check with the policyholder that their insurance policy has not been cancelled and that the period of insurance covers the date(s) when you use the premises.
- The Hirers' Public Liability Extension may not be sufficient to meet your insurance needs and you should consider obtaining advice from an insurance advisor about having your own insurance policy.
- At the request of the policyholder, we will defend claims and pay for damages to third parties if you are found to be legally liable.

Making a claim

- If a claim is made against the hirer, then the hirer must notify the policyholder as soon as is reasonably possible.
- The policyholder must not delay in advising us or their insurance advisor about a claim.
- Should the hirer notify us in the first instance, we will need to obtain a request to deal with the claim from our policyholder.
- The hirer and the policyholder must not make any promise to pay a claim.
- Any letter or document in respect of a claim must be sent immediately to us unanswered.

Our 24-hour claims number is 0345 606 0431.
Our address is Ansvar Insurance, Ansvar House, St Leonard's Road, Eastbourne. East Sussex, BN21 3UR.

Summary of Hirers' Public Liability cover

Cover and limits	Significant exclusions
Hirers liability - legal liability for injury to the public or damage to their property by persons or organisations hiring the policyholder's premises under a contractual agreement during the period of insurance and occurring at the premises in the course of the hirers' activities A minimum indemnity limit of £2,000,000 for any one claim including costs and expenses (a higher indemnity limit may apply depending on the type of policy or if selected by the policyholder)	£250 excess for third-party property damage Abuse (physical, sexual, medical or psychological) and insulting behaviour Bodily injury to a hirer's employee or volunteer Contractual liability Commercial organisations for their business activities Defamation, libel and slander Fines or penalties Firework displays or bonfire events Goods sold or supplied other than food or drink at the premises Professional advice, error or services Property being worked upon Specified excluded activities or activities involving the use of specified excluded items Terrorism Treatment other than first aid Use of mechanically propelled vehicles Use of the premises by political, lobbying or activist groups

Special requirements

- These are aimed at reducing the risk of liability for loss, damage or injury.
- They only apply if they relate to the hirer's activities.
- We will not pay a claim (unless we say otherwise) if the hirer fails to keep to a special requirement.
- See the Hirers' Public Liability Extension document for full details of the special requirements.

Special requirements	Summary of special requirements
Using bouncy castles and other land based inflatables or trampolines	Supervision and safety requirements for equipment
Use of gym equipment	Supervision and training
Use of a baptistry	Safety checks and procedures
Face painting and henna tattoos	Safety procedures and hygiene precautions
Fixed outdoor adventure and playground equipment	Supervision

Complaints procedure

If you have any reason to complain about the advice or services you have received, please contact us as soon as possible. Full details of our complaints procedure are contained within the Hirers' Public Liability Extension document.

Ansvar Insurance
Ansvar House, 31 St Leonards Road
Eastbourne, East Sussex, BN21 3UR

Phone: **0345 60 20 999** or **01323 737541**
Email: ansvar.insurance@ansvar.co.uk
www.ansvar.co.uk

Ansvar insurance, is a business division of Ecclesiastical Insurance Office plc (EIO) Reg No 24869. EIO is registered in England at Benefact House, 2000, Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom.

Member of:
Association of British Insurers

Ansvar is a trading name of Ecclesiastical Insurance Office who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 113848.

Phone: **0800 111 6768**

UW146.1(CCPHLS) 01/17

437 HIRERS' PUBLIC LIABILITY EXTENSION (£5M INDEMNITY LIMIT)
The extension of cover by this endorsement forms part of the insurance ***we*** provide to ***our policyholder*** under the terms, exceptions and conditions of their policy with ***us*** subject to the variations set out in this endorsement.

Definitions
Some words or phrases used in this endorsement are in ***bold italics*** and have the particular meanings that are stated below unless otherwise specified. If they are not in ***bold italics*** then their normal everyday meaning will apply. These definitions apply equally where used in the singular or plural unless otherwise stated. The definitions below apply solely in respect of the cover under this endorsement.

act of terrorism	an act including, but not limited to, the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or goverment(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear
agreement	the hire or loan contract between the ***policyholder*** and the ***hirer*** concerning the use of the ***premises*** The following is not included under an ***agreement***: a) any form of tenancy agreement for the ***premises***
asbestos	asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or any derivatives of asbestos
bodily injury	death, illness, injury or disease
claim	the ***policyholder's*** request to ***us*** for indemnity, reimbursement or benefit under the terms of this endorsement, provided that a claim includes a single loss or series of losses arising from one event consequent on or attributable to one source or original cause
costs and expenses	• legal costs and expenses recoverable from the ***hirer*** by any claimant • defence costs and expenses of the ***hirer*** incurred with ***our*** written consent
damage / damaged	physical loss, destruction or damage
defamation	defamation, libel, slander and slander of title to goods
excess	the first amount of each and every agreed ***claim*** that the ***hirer*** will be asked to pay
hirer	the person or organisation hiring or loaning the ***premises*** under an ***agreement*** with the ***policyholder***
hirer's employee	any person: • under a contract of service or apprenticeship with the ***hirer*** • who is hired to, supplied to or borrowed by the ***hirer*** • engaged under a work experience or similar scheme • helping as a volunteer while under the ***hirer's*** direct control and supervision and working for the ***hirer*** at the ***premises*** in connection with the ***agreement***
period of insurance	the period of hire under the ***agreement*** provided this period does not exceed the expiry or cancellation date of the ***policyholder's*** policy
policyholder	the person(s), company or organisation (including a body of trustees or board of directors) for whom ***we*** provide this insurance and from whom the ***hirer*** has hired the ***premises*** under the ***agreement***
premises	the premises at the location insured by ***us*** under the ***policyholder's*** policy
we / us / our	Ansvar Insurance - a business division of Ecclesiastical Insurance Office plc

Continued…

437 HIRERS' PUBLIC LIABILITY EXTENSION (£5M INDEMNITY LIMIT)

Continued...

The following extension is added to section 8 of the policy for ***our policyholder***:

WHAT IS COVERED

At the ***policyholder's*** request ***we*** will indemnify the ***hirer*** for all sums which the ***hirer*** becomes legally liable to pay as damages and ***costs and expenses*** following a claim against them for accidental:

- ***bodily injury*** to any person
- ***damage*** to the ***premises*** or its contents belonging to the ***policyholder*** or for which the ***policyholder*** is responsible
- ***damage*** to other material property not belonging to nor in the custody or control of the ***hirer***

occurring during the ***period of insurance*** in connection with the ***hirers'*** activities and happening at the ***premises***, provided the ***hirer*** keeps to all the terms of this endorsement.

Within ***costs and expenses***, ***we*** will also pay the cost of legal representation at any Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction incurred with ***our*** written consent.

WHAT IS NOT COVERED

1. £250 ***excess*** for each ***claim*** for ***damage*** to material property or the ***premises***.
2. Liability covered by any other policy or indemnity.
3. ***Damage*** to material property:
   a) or any part on which the ***hirer*** or any ***hirer's employee*** is or has been working where the ***damage*** results from such work
   b) belonging to or held in trust by the ***hirer*** or borrowed, rented, leased or hired for use by the ***hirer*** other than:
      i. personal property (including vehicles and contents) of the ***hirer's*** visitors, partners, directors or ***hirer's employees***
      ii. the ***premises*** or its contents hired under the ***agreement***.
4. Fines, penalties or punitive, exemplary, aggravated or multiplied damages.
5. Liquidated damages.
6. Any compensation awarded by a court of criminal jurisdiction.
7. Liability directly or indirectly caused by, resulting from or in connection with:
   a) an ***act of terrorism*** regardless of any other contributory cause
   b) any action taken in controlling, preventing, suppressing or in any way relating to an ***act of terrorism***.

   If ***we*** allege that by reason of this exclusion any ***claim*** is not covered by this endorsement the burden of proving the contrary shall be upon the ***hirer***.
8. Any liability directly or indirectly arising out of, or in any way connected with, any actual or alleged:
   a) physical or psychological abuse, or
   b) the intentional inappropriate administration or non-administration of any drug, medicine or substance, or
   c) conduct of a sexual nature including sexual molestation, assault, gratification, coercion, harassment or pressure of any kind, or
   d) repeated or continuing threatening abusive or insulting words or behaviour.
9. Liability arising from:
   a) ***bodily injury*** to any ***hirer's employee***
   b) use of the ***premises*** by any lobbying, political or activist groups
   c) any of the following activities:
      abseiling, aerial activities of any kind, air rifle or clay pigeon shooting, archery, American football or Australian rules football, animal riding of any kind, assault courses, climbing (other than children's playground equipment), firewalking, firework displays or bonfire events, forest school activities, Gaelic football, go-karting, gymnastics, javelin throwing, martial arts or fighting sports of any kind, Olympic style weightlifting, paint-balling, parkour or freerunning, powerlifting, professional sport of any kind, racing or time trials (other than on foot), rugby, water activities of any kind (other than swimming) or zorbing
   d) football where:
      i. the ***hirer's*** football team(s) is (are) participating in a league system (including official training and practice sessions)
      ii. the ***hirer*** manages, controls or organises a football league system
   e) any activity that involves the use of:
      airborne lanterns, bicycles (other than for normal road use), cables or wires, climbing walls, elastic ropes, fireworks or explosive items, land or kite or fly boards of any kind, land or sand or ice yachts of any kind, motorised fairground rides, water based play inflatables, roller blades, rope courses, sandboards, skates, skateboards, skis, sleds, snowboards, snowtubes of any kind, toboggans, weaponry or zip wires
   f) use of the ***premises*** by commercial organisations for business activities
   g) error or omission in the provision of professional services
   h) treatment of any kind (other than first aid)
   i) counselling, advice, design, formula or specification whether given for a fee or not
   j) ***defamation***
   k) or caused by goods (including their containers, packaging, labelling or instructions) sold, supplied, hired out, constructed, installed, erected, serviced, repaired, altered, processed, treated or otherwise worked upon by or on behalf of the ***hirer*** other than food or drink sold or supplied by the ***hirer*** for consumption on the ***premises*** in connection with the ***hirer's*** activities
   l) ownership, possession or use by the ***hirer***, or on the ***hirer's*** behalf, or any person entitled to cover under this extension, of any:
      i. watercraft (other than hand or foot propelled) and craft designed to travel through air or space
      ii. mechanically propelled vehicles (other than loading and unloading unless cover is provided by any other policy)
   m) ***damage*** to, or the cost incurred by anyone in recalling, replacing, repairing or reinstating goods, or in making any refund on the price paid for any goods sold or supplied

Continued...

Continued...

n) an agreement unless liability would have existed without the agreement
o) any offence under the Corporate Manslaughter and Corporate Homicide Act 2007 or any replacement or amending legislation committed or alleged to have been committed by the ***hirer***.

10. ***Damage***, consequential loss, liability, cost or expense directly or indirectly caused by, or contributed to by, or arising from:
    a) ionising radiation from, or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
    b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
    c) any weapon or device employing atomic or nuclear fission and/or fusion, or other like reaction, or radioactive force or matter
    d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter
    Part d) does not extend to radioactive isotopes other than nuclear fuel or nuclear waste when such isotopes are on the property insured and are being prepared, stored or used in the normal course of operations by the ***hirer*** or ***policyholder*** for the commercial, agricultural, medical, scientific or other similar peaceful purposes for which they were intended
    e) any chemical, biological, bio-chemical or electromagnetic weapon.

    However, this exclusion does not apply to losses arising from naturally occurring radioactive gases released from the earth such as Radon.
11. ***Damage***, consequential loss, liability, cost or expense directly or indirectly occasioned by happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.
12. Any liability, cost or expense arising from pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the ***period of insurance***.
    All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.
    Pollution or contamination shall be deemed to mean:
    a) all pollution or contamination of buildings or other structures or water or land or the atmosphere; and
    b) all ***damage*** or ***bodily injury*** directly or indirectly caused by such pollution or contamination.
13. Any liability arising from ***damage*** to information represented or stored electronically including but not limited to code or series of instructions, operating systems, software programs or firmware.
14. Any liability arising directly or indirectly from:
    a) any mining, processing, manufacturing, removing, handling, disposing of, treatment of, distributing or storing of ***asbestos***
    b) fears of the consequences of exposure to, or inhalation of ***asbestos***.
15. Any ***claim*** if the ***hirer*** failed to comply with a special requirement and such failure caused, or worsened the liability, unless otherwise stated in the special requirement.

Special requirements for Hirers' Public Liability Extension
Where the stated activity is undertaken by the ***hirer***, the ***hirer*** is required as a condition precedent to ***our*** liability:

1 USE OF BOUNCY CASTLES, OTHER LAND-BASED INFLATABLES OR TRAMPOLINES

a) if the ***hirer*** uses any bouncy castle and/or any other land-based inflatable, to ensure that:
    - access and use is controlled by an adult authorised by the ***hirer*** at all times
    - when used outside a building, it is securely anchored to the ground at each anchor point
    - each anchor point is signed, or otherwise marked to be made easily visible, and wrapped to prevent injury
    - soft matting is used to cover hard surfaces adjacent to the front or any open sides where there is a risk of injury from falling from the inflatable.

SPECIAL NOTES RELATING TO BOUNCY CASTLES (not forming part of this policy wording)
Those who use bouncy castles are at an increased risk of injury, particularly children and others who may not be aware of the dangers. Where you provide, or are responsible for, bouncy castles we expect you to take extra care to prevent injuries by making sure measures are put in place that help reduce this risk and our guidelines are:
a) to follow the manufacturer's or supplier's safety recommendations
b) requiring children to remove sharp articles like shoes, buckles or jewellery
c) not allowing overcrowding, particularly by children (to help prevent knocking into each other)
d) not allowing a mix of large and small children at the same time (to avoid larger children crushing the smaller ones)
e) not allowing use by adults and children at the same time
f) not allowing any access to the very youngest children, e.g. under 2 years old.

2 USE OF GYM EQUIPMENT

to take reasonable precautions to ensure that any gym facility or equipment the ***policyholder*** provides to the ***hirer***, and any of the ***hirer's*** own gym equipment, are not used by any unauthorised persons and that:
- any equipment for Olympic-style weightlifting or powerlifting is not used
- they are supervised by a qualified gym instructor at all times when in use, or
- they are only used by unsupervised persons who have undergone an induction or training course held by a qualified gym instructor and then been authorised by the ***hirer***.

Continued...

437 HIRERS’ PUBLIC LIABILITY EXTENSION (£5M INDEMNITY LIMIT)

Continued…

Special requirements for Hirers’ Public Liability Extension
Where the stated activity is undertaken by the ***hirer***, the ***hirer*** is required as a condition precedent to ***our*** liability:

3 USE OF A BAPTISTRY
to ensure that any baptistry used must:
- always be attended by a responsible person authorised by the ***hirer*** when it is being filled with water
- be attended by a responsible person authorised by the ***hirer*** or roped off or warning notice displayed when the baptistry cover is removed
- before anyone enters the water have the electrical heating apparatus to the baptistry turned off and disconnected from the mains supply and checked by a responsible person authorised by the ***hirer***
- if portable, be checked by a responsible person authorised by the ***hirer*** before each use to ensure that it remains in good condition and that there are no apparent defects that might cause ***bodily injury*** or ***damage***.

4 FACE PAINTING AND HENNA TATTOOS
if the ***hirer*** applies any face paints or henna tattoos, to ensure that they are not applied to any person:
- under three years old
- who has open cuts or sores on their face
- who has a cold sore or conjunctivitis or any other known infectious skin condition

and in addition the ***hirer*** must:
- carry out a skin test prior to the application of any face paints or henna tattoos where any person has food allergies or allergic reactions to soaps, skin creams and the like
- clean any equipment before each application
- only use professional face paints and henna tattoos that comply with current safety legislation or regulations.

5 FIXED OUTDOOR ADVENTURE AND PLAYGROUND EQUIPMENT
if the ***hirer*** uses any fixed outdoor adventure or children’s playground equipment at the ***premises***, to ensure that it is supervised by responsible persons authorised by the ***hirer*** at all times when in use.

Claims settlement for Hirers’ Public Liability Extension

The most ***we*** will pay, including ***costs and expenses***, for:
- all ***claims*** in total if more than one party is entitled to cover for the same occurrence
- all ***claims***, in any one ***period of insurance***:
  - caused by food or drink sold or supplied
  - arising from pollution or contamination
- any ***claim*** for liability other than relating to food or drink sold or supplied or pollution or contamination

is £5,000,000.

This limit forms part of, and is not in addition to, the indemnity limit for the ***policyholder's*** Public and Products Liability cover.

General Conditions for Hirers' Public Liability Extension

1. LANGUAGE AND LAW APPLICABLE
We will communicate with the ***policyholder*** and the ***hirer*** in English at all times.
Cover under this endorsement shall be governed by and construed in accordance with the law of England and Wales unless the ***policyholder’s*** legally registered address is located in Scotland in which case the law of Scotland shall apply. If there is any dispute as to which law applies it shall be English law.

2. RIGHTS OF THIRD PARTIES
A person or company who is not party to this policy or endorsement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy or endorsement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

3. CANCELLATION
If the ***policyholder’s*** policy is cancelled in accordance with its terms and conditions then the insurance by this endorsement is cancelled at the same time and cover for any hiring after the cancellation date of the policy will accordingly no longer be effective.
It is the ***policyholder’s*** responsibility to advise the ***hirer*** of cancellation that affects any ***agreement***.

Continued…

437 HIRERS’ PUBLIC LIABILITY EXTENSION (£5M INDEMNITY LIMIT)

Continued...

General Conditions for Hirers' Public Liability Extension

4. FRAUD
If the ***hirer*** or anyone acting for the ***hirer*** or any other person claiming to obtain benefit under this endorsement:
- make(s) a false, fraudulent or exaggerated ***claim***
- support(s) a ***claim*** by any false or fraudulent document, device or statement
- cause(s) an event by a wilful or wrongful act which results in a ***claim***

then ***we***:
- will not pay the ***claim*** and ***we*** have the right to recover from the ***hirer*** any part payments made prior to discovery of the fraudulent act
- have the right to:
    a) refuse any ***claim*** arising after a fraudulent act
    b) cancel the cover by this endorsement from the date of a fraudulent act even if this policy or endorsement expired before the discovery of the fraudulent act
    (If ***we*** cancel this endorsement, ***we*** will notify the ***policyholder*** in writing by special delivery to the ***policyholder's*** last known address)
    c) keep the premium.

We will still remain responsible for legitimate ***claims*** before the fraudulent act.

5. CLAIMS PROCEDURE (POLICYHOLDER AND HIRER'S DUTIES)
It is a condition precedent to ***our*** liability under this extension that the ***policyholder*** and the ***hirer*** comply with the following (at their expense).

a) When the:
    - ***hirer*** becomes aware of a possible ***claim***, the ***hirer*** shall notify the ***policyholder*** as soon as is reasonably possible,
    - ***policyholder*** becomes aware of a possible ***claim***, the ***policyholder*** shall notify ***us*** as soon as is reasonably possible.

b) If the ***claim*** relates to, or includes, any allegations or proceedings made against the ***hirer***, or any person who is entitled to indemnity under this extension, the ***policyholder*** and the ***hirer*** shall:
    - not admit, deny, negotiate or agree a settlement without ***our*** written consent
    - send to ***us***, unanswered, every writ, summons or other communication immediately it is received without making any acknowledgement
    - send to ***us*** written details of any related inquest, legal inquiry, prosecution or procedure immediately it is known to the ***policyholder*** or the ***hirer***.

c) The ***policyholder*** and the ***hirer*** shall:
    - give all assistance, information and documentation ***we*** may reasonably require within any reasonable timescales ***we*** may set
    - not abandon any property to ***us***.

d) If requested by ***us*** the ***policyholder*** or the ***hirer*** shall:
    - complete ***our*** appropriate claim form
    - provide a statutory declaration of the truth of the ***claim***.

We will not deal with, continue to deal with or pay, any ***claim*** if the ***policyholder*** or the ***hirer*** fail to comply with any part of this condition where such failure adversely affected ***our*** liability for, or the amount of, any ***claim***. Any payment on account of a ***claim*** already made by ***us*** shall be repaid to ***us***.

6. CLAIMS PROCEDURE (OUR RIGHTS)
If the ***policyholder*** agrees that ***we*** may indemnify the ***hirer*** for a ***claim*** under this extension, ***we*** have the right to:
- settle any liability ***claim*** by payment of the indemnity limit (less any sum or sums already paid or incurred) or any less amount for which, at ***our*** discretion, the ***claim*** can be settled. ***We*** will then relinquish control of the ***claim*** and be under no further liability
- at any time, and at ***our*** expense, to:
    i. start, take over, defend and conduct any legal action in the name of the ***hirer***
    ii. prosecute in the name of the ***hirer*** for ***our*** benefit any ***claim*** for indemnity or damages

    and ***we*** will have full discretion in the conduct and settlement of any such action.

7. OTHER INSURANCE
If at the time any ***claim*** arises under this extension the ***policyholder*** or the ***hirer*** is, or would be, but for the existence of this extension, entitled to cover under any other insurance, ***we*** will only pay for any additional amount beyond the amount which would have been payable under such other insurance had this extension not been effected.

8. ARBITRATION
Provided ***we*** have admitted liability for a ***claim***, any unresolved dispute as to the amount to be paid shall be referred to arbitration in accordance with the statutory provisions in force at the time to:
- an agreed arbitrator, or if an arbitrator cannot be agreed
- an arbitrator appointed by the Chartered Institute of Arbitrators following a request from either party provided they have given seven days written notice to the other party.

The ***policyholder*** must not take legal action against ***us*** over the dispute before the arbitrator has reached a decision.

Continued...

437 HIRERS’ PUBLIC LIABILITY EXTENSION (£5M INDEMNITY LIMIT)

Continued...

General Conditions for Hirers' Public Liability Extension

9. SANCTIONS
We shall not provide any cover under this policy or be liable to pay any ***claim*** or provide any benefit to the extent that the provision of such cover, payment of such ***claim*** or provision of such benefit would expose ***us*** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

If any such sanction, prohibition or restriction takes effect during the ***period of insurance you*** or ***we*** may cancel that part of this policy which is affected with immediate effect by giving such notice in writing.

In such circumstances, ***we*** shall return a proportionate premium for the unexpired period of cover provided no ***claims*** have been paid or are outstanding.

10. REASONABLE CARE (HIRER'S DUTIES)
At all times during the currency of this extension, the ***hirer*** must take reasonable steps to ensure:
- appropriate precautions are in place to prevent accidents, ***damage*** or ***bodily injury***
- any property on hire from the ***policyholder*** is protected
- appropriate care in the selection and supervision of the ***hirer’s employees***
- all statutory and other obligations and regulations imposed by any authority are complied with.

Complaints procedure

If you are unhappy with our products or service, please contact us as soon as possible.

You can complain in writing or by phone at any time to:

Ansvar Insurance
Ansvar House, St Leonards Road, Eastbourne, East Sussex, BN21 3UR
Phone: **0345 60 20 999** or **01323 737541**
Email: ansvar.insurance@ansvar.co.uk

Our promise to you

We will aim to resolve your complaint within one business day.

To resolve your complaint we will:
- investigate your complaint thoroughly and impartially;
- keep you informed of the progress of the investigation; and
- respond in writing to your complaint as soon as possible.
- For more complicated issues, we may need a little longer to investigate and we may ask you for more information to help us reach a decision.

If you are not satisfied with our response, or if we have not completed our investigation within eight weeks, we will tell you about your right to take the complaint to:

Financial Ombudsman Service
Exchange Tower, London, E14 9SR
Phone: **0800 023 4567**
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombusman.org.uk

If you have bought your insurance online, you can also register your complaint on the Online Dispute Resolution website which has been set up by the European Commission.
Website: http://ec.europa.eu/consumers/odr/

This complaints procedure does not affect your right to take legal proceedings.

Ansvar Insurance
Ansvar House, 31 St Leonards Road
Eastbourne, East Sussex, BN21 3UR

Phone: 0345 60 20 999 or 01323 737541
Email: ansvar.insurance@ansvar.co.uk
www.ansvar.co.uk

Ansvar insurance, is a business division of
Ecclesiastical Insurance Office plc (EIO) Reg No 24869.
EIO is registered in England at Benefact House, 2000,
Pioneer Avenue,Gloucester Business Park, Brockworth,
Gloucester, GL3 4AW, United Kingdom.

Member of:
Association of British Insurers

Ansvar is a trading name of Ecclesiastical Insurance Office who are
authorised by the Prudential Regulation Authority and regulated
by the Financial Conduct Authority and the Prudential Regulation
Authority. Firm Reference Number 113848.

Phone: 0800 111 6768

UW151(HL5M) 01/17