NORMANTON TOWN COUNCIL

Mrs Donna Johnston FdA, FSLCC **Town Clerk & RFO**

T: 01924 893794

E: enquiries@normantontowncouncil.co.uk



The Town Hall High Street Normanton WF6 2DZ

W: normantontowncouncil.co.uk

To members of the Events Our ref: DJ/hs

Committee Date: 4th December 2023

Please Reply to: Donna

Dear Councillor,

You are hereby summoned to attend a meeting of the **EVENTS COMMITTEE** to be held on **Monday 11**th **December 2023** at **2.00pm** at **Normanton Town Hall**, High Street, Normanton, WF6 2DZ.

If you are unable to attend, please submit your apologies, with reasons, to the Town Clerk before the meeting.

Yours sincerely

Mrs Donna Johnston FdA, FSLCC

Town Clerk & RFO.

EVENTS COMMITTEE

Monday 11^{th} December 2023 at 2.00pm at Normanton Town Hall

AGENDA

To receive apologies for absence.	
Declarations of Interest	
Members are reminded of the requirement to make an	
they have an interest, in accordance with the code of conduct.	
Minutes	ENC A
To receive and sign the minutes of a meeting of the Events	
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Numbers 019-028; Pages 17-21).	
Review of Recent Events	ENC B
To review our recent events including:	
Remembrance Sunday	
Christmas Lights Switch On	
Children's Christmas Party	
Drone	
To receive a verbal update on the complaint about the drone	
at the Gala.	
Easter Colouring Competition	ENC C
To carry out a review of the Easter Colouring Competition and	
consider if the competition will proceed in 2024.	
Gala Entertainment	ENC D
To consider the entertainment to be pursued for the Gala in	
2024.	
Events Insurance	ENC E
To consider a quote for events insurance in the event of the	
cancellation of a major event.	
	appropriate declaration at the meeting on any item(s) in which they have an interest, in accordance with the Code of Conduct. Minutes To receive and sign the minutes of a meeting of the Events Committee held on Monday 6th November 2023 (Minute Numbers 019-028; Pages 17-21). Review of Recent Events To review our recent events including: Remembrance Sunday Christmas Lights Switch On Children's Christmas Party Drone To receive a verbal update on the complaint about the drone at the Gala. Easter Colouring Competition To carry out a review of the Easter Colouring Competition and consider if the competition will proceed in 2024. Gala Entertainment To consider the entertainment to be pursued for the Gala in 2024. Events Insurance To consider a quote for events insurance in the event of the

NORMANTON TOWN COUNCIL



MINUTES OF THE EVENTS COMMITTEE

Held on Monday 6th November 2023 at 2.00pm at Normanton Town Hall

Present: Councillor C Appleyard

Councillor D Appleyard

Councillor E Blezard - Chairman

Councillor S Hudson Councillor M Jennings

Councillor H Jones – Vice Chairman

Councillor P Mayne
Councillor J Medford
Councillor T Morgan
Councillor J Pritchard
Councillor P Sampson
Councillor K Wilson, JP

Donna Johnston – Town Clerk & RFO

Helen Senior – Admin Officer

Absent: Councillor F Marchant

Councillor C Parsons
Councillor D South

019. Apologies for Absence

RESOLVED that apologies be received on behalf of Councillor F Marchant and Councillor C Parsons.

020. Declarations of Interest

Members were reminded of the requirement to make an appropriate declaration at the meeting on any item(s) in which they had an interest, in accordance with the Code of Conduct.

There were no declarations made.

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021. Minutes

RESOLVED that the minutes of a meeting of the Events Committee held on Monday 2nd October 2023 (Minute Numbers 012-018; Pages 11-16) be received and signed.

The Chairman asked to record a vote of thanks to Wendy Wilson for her assistance at the Gala, giving out programmes and assisting with directions. It was agreed that a letter of thanks should be sent.

022. Review of Recent Events

Members considered the Halloween event that was held on 31st October 2023 and made the following comments:

The damp weather put a lot of people off, but the attendance was still good and those who attended had a great time.

There were some issues with vehicles needing access to the car park and a number of people who wanted to park onsite due to the rain.

There were problems with the public accessing the gazebo with the sound system which would need to be addressed for next time.

Entry forms weren't retained so numbers in attendance cannot be calculated.

Councillor T Morgan visited shops the following week and received great feedback from the businesses. The shops did run out of sweets by around 10am so it might be better to limit the Town Centre element to 1 or 2 hours. Some people visited in the afternoon when everything had gone.

It was suggested by one councillor that the Town Hall should be opened up again, but it was explained that it was difficult to run the event at various locations. There were not sufficient staffing resources to manage the event in multiple locations.

Suggestions for improvements included:
Making the event 10-12 or 10-1 as it was before.
Having activities available for the duration of the event.
Not having timed events such as fancy dress / dancing.
Having the dancing earlier in the day.

RESOLVED that the report be received and that a vote of thanks be recorded to Councillor T Morgan for her efforts in getting the shops involved and to all Councillors who attended on the day of the event.

023. Written Motion – Remembrance Sunday 2023

Following receipt of a written motion signed by three councillors in accordance with Standing Order 8a, members reconsidered the provision of refreshments at Remembrance Sunday.

RESOLVED that drinks on Remembrance Sunday will include, tea, coffee, soft drinks and alcohol.

024. Invited Guests at Remembrance Sunday

Members considered the approach to inviting guests to the Town Hall for refreshments after the Remembrance Sunday services. Members took into account the capacity of the building and fire regulations.

It was suggested that the approach should be reviewed for next year but that the cadets should be accompanied by the group leader and parents would not be able to attend due to space restrictions.

RESOLVED that the procedure for inviting guests should be reviewed for next year.

025. Events in 2023

Members considered the remainder of the events to be held in 2023 and considered quotes for services.

RESOLVED that the following purchases be approved.

Christmas Lights Switch On – Friday 24th November 2023

- Elf Costumes, Santa beard and white gloves purchased at a cost of £228.92.
- Grotto Gifts 270 Christmas books purchased from the Works at a cost of £270.00.
- Wrapping Paper 10 rolls of Christmas wrapping paper purchased at a cost of £20.00.
- Sweets 360 bags of Chocolate coins purchased from Amazon at a cost of £123.42.

Children's Christmas Party – Wednesday 6th December 2023

- Truffles the Magician £275.00.
- Gifts for the children Night Before Christmas x 350 from The Works at a cost of £350.00.

- Selection Boxes x 350 purchased from Cadbury at a cost of £461.03 including an £11.81 discount from their loyalty reward programme. (£1.31 each).
- Wrapping Paper 10 rolls of Christmas wrapping paper purchased at a cost of £20.00.
- Bags 300 Paper bags purchased from Booker at a cost of £38.97.

It was suggested that a grinch outfit and chocolate sprouts be purchased to assist with entertaining the queue outside. The Clerk was delegated authority to purchase these items.

026. Drone

The Town Clerk provided a verbal update on the complaint about the drone at the Gala. It was reported that the matter had been referred to the Police and an update was awaited.

RESOLVED that the report be received.

027. Communication

RESOLVED that the following items of communication be noted.

- Yorkshire Air Ambulance Letter of thanks
- Freespirits Cheerleading Thank you card for staff following the Gala.
- Altofts Junior School Thank you card following Free Fun Fair.

028. Events Budget 2024/25

Members considered the draft events budget for 2024/25.

They were mindful of the increasing budget and demands on staff time taken to deliver the wide range of events.

Members did not wish to reduce the level of events provided and put forward the following budget for consideration at the Finance Committee.

The budget represents an 11% increase on last year's budget, having discounted the one-off expenditure for the Coronation.

EVENT/BUDGET	2023/24 Budget	2024/25 Budget
Legal & Professional Fees	£2,500.00	£2,700.00
Gala	£27,000.00	£32,000.00
Flower Show	£2,600.00	£2,600.00
Remembrance Sunday	£3,000.00	£3,700.00
Christmas Party	£1,800.00	£1,500.00
Christmas Lights	£5,000.00	£5,000.00
Coronation (Jubilee)	£15,000.00	£0.00

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Party @ Haw Hill Park	£15,000.00	£16,000.00
Mayor Making	£3,000.00	£3,000.00
Civic Sunday	£500.00	£500.00
Easter Competition	£500.00	£500.00
Summer Band Concerts	£500.00	£800.00
Christmas Celebration	£200.00	£200.00
Halloween	£1,200.00	£1,500.00
Local Democracy Week	£120.00	£120.00
Other Events	£500.00	£500.00
(Yorkshire Day, D Day)		
	£78,420.00	£70,620.00

RESOLVED that an events budget of £70,620 be submitted to the Finance Committee.

In the absence of any further business, the Chairman thanked everyone for their attendance and closed the meeting.

NORMANTON TOWN COUNCIL EVENTS COMMITTEE

Monday 11th December 2023

REVIEW OF RECENT EVENTS

Members are asked to put forward their own assessment of the event, giving consideration to the various elements of the event build up and delivery.

The comments set out below are those of the Town Clerk and staff who worked at the events.

Remembrance Sunday

The event was once again very well attended at both Normanton and Altofts. The silence was around 90 seconds early.

We have received two complaints about not reading out the names of people laying wreaths.

There were 82 people present in the Town Hall for refreshments after the service. The food seemed to go down well, especially the puddings.

Drinks used:

Refreshments Remembrance Sunday 2023

White Wine 0
Red Wine 2
Rose Wine 1
Budweiser 7
John Smiths Smooth 5

Whiskey 1/3 bottle
Dark Rum 1 shot
Bacardi 0
Vodka 0
Gin 0
Raspberry Gin ¼ bottle
Brandy 0
Sherry 0

Soft Drinks / Mixers

Schloer 0 Coke Zero 20 Lemonade 5 Tango Orange 3 Tonic Water 1 Orange Squash 1 jug

Hot drinks were by far the most popular.

We therefore still have quite a lot of stock left over including 5 x white wine, 1 x red wine, 2 x rose wine, 33 Budweiser, 13 John Smiths plus the spirits.

Some suggestions from the day include:

- Better organisation of the handing out of service booklets as it was incredibly busy where the parade came into the park.
- 1 person in the park at 10am and two people outside the Town Hall giving booklets out before the parade sets off.

The draft budget is set out below, but many invoices have not yet been entered into Scribe:

Item	Budget	Actual	Variance
Band	£500.00	£500.00	£0.00
PA System	£230.00	£275.00	-£45.00
Wreaths	£120.00	£50.00	£70.00
Coaches	£420.00	£780.00	-£360.00
Advert	£20.00	£0.00	£20.00
Traffic			
Management	£1,000.00	£996.00	£4.00
Refreshments	£110.00	£104.54	£5.46
Catering (70x£6.00)	£600.00	£595.00	£5.00
	£3,000.00	£3,300.54	-£300.54

There has been an overspend due to the increased costs for the coaches.

The 2024 budget has been increased to £3,700.00.

Christmas Lights Switch On

The event went well and the addition of stalls and entertainment in the High Street was well received.

It would be good to have a few more stalls next year to attract people into the High Street.

Several stalls struggled with the wind in the High Street and had to take gazebos down for safety reasons.

One of the Cafes was unhappy with the placement of the stage as they felt it would block their business off. They were intending on closing at 5pm but stayed open for the duration of the event and appeared to be quite busy.

The grotto handed out almost 270 gifts which is on a par with previous years.

The two grottos did seem to get through the children slightly quicker but not as quick as anticipated.

The main issue was the elves having to get through the visitors in the corridor which was extremely busy, and issues with people needing to access the toilet.

The feedback from parents was that the grotto and Santas were very good. The grinch was well received by most people but some smaller children did cry.

A thank you email was received from Theatre People in respect of their performance on the main stage.

Some suggestions from the day include:

- We have a plan for 2024 to incorporate two grottos in community room 1 thereby avoiding the need to use the corridor to collect children which should speed things up.
- More upbeat music in the High Street.
- More stalls in the High Street.

The draft budget is set out below, but many invoices have not yet been entered into Scribe:

Item	Budget	Actual	Variance
Grotto Gifts & Paper	£400.00	£290.00	£110.00
PA System	£2,070.00	£2,070.00	£0.00
Presenter	£270.00	£270.00	£0.00
Entertainment	£1,000.00	£325.00	£675.00
Decorations	£350.00	£208.21	£141.79
Sweets	£150.00	£148.29	£1.71
Grotto	£0.00	£0.00	£0.00
First Aid	£180.00	£180.00	£0.00
Costumes	£50.00	£285.58	-£235.58
Refreshments	£180.00	£320.00	-£140.00
Cleansing	£150.00	£332.10	-£182.10
Security Stewards	£200.00	£168.00	£32.00
Barrier Hire	£0.00	£0.00	£0.00
Poster Design	£0.00	£0.00	£0.00
	£5,000.00	£4,597.18	£402.82

The budget for 2024 remains at £5,000.00.

Children's Christmas Party

At the time of writing, the party has not been held so a separate report will be circulated at the meeting.

NORMANTON TOWN COUNCIL EVENTS COMMITTEE

Monday 11th December 2023

EASTER COLOURING COMPETITION

Following recent discussions with the Chairman of the Events Committee, it has been agreed that we conduct a comprehensive review of the Easter Colouring Competition, aiming to assess its organisational demands and explore more efficient alternatives.

While the competition has been a longstanding tradition, it is crucial to recognise that adhering to tradition should not hinder our ability to adapt and optimise our processes for the betterment of our community.

Challenges and Considerations:

- 1. Scheduling Conflicts: The timing of the competition coincides with the issuing of allotment invoices and the receipt of payments, creating a significant workload during an already busy period in the office.
- 2. Data Entry Complexity: Each competition entry requires data entry, involving details such as the entrant's name, age, school, and any dietary requirements.
- 3. Communication Hurdles: Contacting schools to decipher illegible entries adds an extra layer of complexity and time.
- 4. Judging Logistics: Processing and organising approximately 350 entries for judging, whether electronically or on paper, has proven to be labour-intensive.
- 5. Resource Inefficiencies: Printing out emailed entries and creating individual certificates for each participant results in a considerable waste of resources.
- 6. Post-Event Obligations: After judging, the administrative burden continues with entering results, distributing certificates, and coordinating prize deliveries to schools.
- 7. No desire for Community Engagement: Many schools have opted out of a visit from the Mayor to distribute prizes with most asking for the prizes to be dropped off at reception. Only one Mayoral visit having been requested in 2022 and 2023. Prior to Covid, the Mayor would visit every school to give out prizes.
- 8. GDPR Compliance: To adhere to data protection regulations, all paper and electronic entries must be appropriately shredded or deleted post-competition.

Potential Alternatives:

- 1. School-Led Competitions: Empower schools to organise their own Easter colouring competitions with support from Normanton Town Council, allowing them to handle judging and administration internally.
- 2. Reallocate Resources: In the event schools opt out of the colouring competition, consider repurposing Easter Eggs and associated funds for other school Easter activities that align with their specific needs i.e., raffle prizes, Easter Bonnet Competition etc.
- 3. Community Support: Redirect funds to support Easter activities organised by The Well Project within the community, potentially yielding a broader and more impactful outreach.
- 4. Cancellation: Cancelling the competition completely.

By reassessing our approach to the Easter Colouring Competition, we have an opportunity to enhance efficiency, reduce administrative burden, and ensure that our resources are deployed in the most impactful manner.

NORMANTON TOWN COUNCIL EVENTS COMMITTEE

Monday 11th December 2023

GALA ENTERTAINMENT

As we prepare for the upcoming Gala, I would like to provide an overview of our historical entertainment strategies, the challenges faced in the aftermath of Covid, and proposed solutions for a captivating event in 2024.

Historical Context:

Traditionally, our Gala has featured main arena attractions that have been a highlight for attendees. However, securing such attractions has become increasingly challenging, especially in the post-Covid era. In 2023, we opted for smaller side attractions, a decision met with mixed feedback from some councillors who felt these offerings were inadequate.

Current Status:

To address concerns and elevate the entertainment experience, members of the Council have been provided with the Daubney Agency brochure and a proposal from Midland Entertainment which showcase a diverse range of entertainment options. The objective is to explore fresh, engaging alternatives that cater to a broad audience.

Bookings for 2024:

In a proactive move, we have secured a booking for 'Dangerous Steve' in 2024. His performance promises to bring excitement and thrill to the Gala, offering a unique experience for attendees.

Entertainment Plan for 2024:

To ensure a well-rounded and entertaining Gala, the following recommendations are proposed:

- 1. Main Arena Attractions: Given the challenges in securing large-scale main arena attractions, it is recommended that members explore unique and captivating acts from the Daubney Agency or Midland Entertainment. This could include a variety of performers, such as acrobats, bikes, animals, illusionists, or interactive entertainers, to cater to diverse tastes.
- 2. Side Attractions: Considering the feedback from this year, it is recommended that members carefully curate a selection of smaller side attractions that enhance the overall ambiance of the Gala. These could include street performers, interactive booths, and family-friendly activities.

- 3. Parade Band: To lead the parade and infuse it with energy, it is recommended that members book a vibrant and dynamic band. Their musical prowess will create a festive atmosphere and set the tone for a memorable parade.
- 4. Optimal Slot Filling: To maximise entertainment throughout the day, it is proposed that we organise the entertainment into 7×30 -minute slots, ensuring a seamless flow of attractions and activities from 1pm until 4pm. Two of these slots have been filled by Dangerous Steve. This will keep attendees engaged and create a dynamic event experience.

Next Steps:

- Members of the Events Committee are to select the entertainment that they are most interested in pursuing for 2024.
- Initiate discussions with the Daubney Agency and/or Midland Entertainment to explore availability, costs, and logistics for selected entertainment options.
- A report will be brought to the next Events Committee meeting for members to consider.

NORMANTON TOWN COUNCIL EVENTS COMMITTEE

Monday 11th December 2023

EVENT INSURANCE

As we strategically plan for the upcoming key annual events, including the Party @ Haw Hill Park, Gala Weekend, and Christmas Lights Switch On, it is prudent to consider the addition of event cancellation insurance to our risk management strategy. This report outlines the benefits of event cancellation insurance and its potential positive impact on safeguarding the success and financial stability of our events.

Background:

Our key annual events serve as vital community engagements and contribute significantly to the vibrancy of our town. However, unforeseen circumstances, such as adverse weather conditions, public emergencies, or other unexpected disruptions, can pose a threat to the successful execution of these events.

Benefits of Event Cancellation Insurance:

1. Financial Protection:

In the event of cancellation due to circumstances beyond our control (e.g., adverse weather, public emergencies), event cancellation insurance provides financial protection. It covers incurred expenses and potential revenue losses, mitigating the financial impact on the council.

2. Risk Mitigation:

Insurance acts as a risk mitigation tool, providing a safety net against unforeseen circumstances that could jeopardise the execution of our key events. This ensures that the council is well-prepared for unexpected challenges.

3. Enhanced Planning Confidence:

Knowing that our events are covered by cancellation insurance enhances our planning confidence. We can invest time and resources into organising high-quality events without the constant worry of financial repercussions in case of cancellation.

4. Contractual Obligations:

Event cancellation insurance helps fulfil contractual obligations with vendors, performers, and suppliers, even in the face of unforeseen circumstances. This ensures that our professional relationships remain strong and that contractual commitments are honoured.

5. Community Assurance:

The inclusion of event cancellation insurance demonstrates our commitment to the community by assuring them that we are taking proactive measures to ensure the success and stability of key annual events. It reinforces the council's dedication to delivering memorable and reliable community experiences.

Next Steps:

1. Evaluate Insurance Quotation:

Consider the proposal from our existing insurers on event cancellation coverage tailored to our specific needs. Quote £1,768.76.

2. Assess Cost-Benefit Analysis:

Conduct a cost-benefit analysis to determine the financial implications of including event cancellation insurance for each key annual event. Party @ Haw Hill Park 2023 is the first event to be completely cancelled due to the weather in decades.

3. Present Recommendations:

Based on the evaluation and analysis, present recommendations to the Finance Committee for consideration and approval.

The addition of event cancellation insurance aligns with our commitment to delivering successful and reliable events for the community while minimising financial risks.

On the following pages, you will find the proposal from Hiscox Event Insurance.



Private & Confidential

Mrs Donna Johnston Normanton Town Council Town Hall **High Street** Normanton West Yorkshire WF6 2DZ United Kingdom

23rd October 2023

Dear Mrs Johnston,

Insurance Policy: Special Events Client Name: Normanton Town Council Client Reference Number: 44690090 Quote Reference: 615395474 Effective Date: 13/07/2024

Following our recent discussions, we are delighted that you have requested a quotation from Gallagher.

Enclosed is your quotation, which is valid for 90 days from the date of this letter. This is based on your requirements which you disclosed to us in our recent discussions. Our understanding of your requirements are shown in the enclosed documentation.

There are a number of documents enclosed and it is important that you review each of them. Within this letter we have summarised what we consider to be the most important points to assist you. We have directed you to those documents, or parts of documents, which you must read carefully.

Your Premium(s) for the forthcoming year are detailed as follows:

Policy	Insurer	Premium	Insurance Premium Tax	Total Due
Special Events	Hiscox Insurance Company Limited via Hiscox Insurance Company Limited	£1,579.25	£189.51	£1,768.76
Total		£1,579.25	£189.51	£1,768.76

Blenheim House 1-2 Bridge Street Guildford Surrey **GU1 4RY**

Tel: 01483 462 860

www.ajg.com/uk



Special Events

Your Requirements and Our Recommendations

Event Cancellation Insurance

Our Recommendation(s)

We recommend that this policy is placed with Hiscox Insurance Company Limited based upon your requirements to purchase a Event Cancellation policy and the price, extent of cover and policy benefits provided by the insurer.

Our recommendation is based on your requirements to the levels of cover we have discussed which is summarised in the attached quotation schedule and statement of fact.

- We have recommended that your cover is placed with the insurer(s) named within your schedule.
- We believe the cover(s) provided is the most suitable from the insurers that we have approached and based on the information you have provided.
- Please ensure you read your documentation pack carefully to confirm that the cover meets your requirements, paying particular attention to exclusions, warranties, conditions, excesses and limits.

If you require any changes to be made or information corrected, please contact us as soon as possible, as failure to do so could mean that your insurance is voided, or may lead to the insurer not paying all or part of your claim.

We would draw your attention to your Duty of Fair Presentation obligations, along with the importance of checking that you have adequate sums insured. Full details can be found in the Important Information section.

We would draw your attention to your Duty of Fair Presentation obligations, along with the importance of checking that you have adequate sums insured. Full details can be found in the Important Information section.

Market Selection

We have obtained terms from one insurer only.

Significant Terms, Conditions, Warranties, Exclusions and Subjectivities

Your **policy documents** will record what is insured and against what **Insured Perils** (risks) apply, along with details of any **Warranties** which sets out those things which you must make sure happen or have in place at all times. Your cover may be subject to **Exclusions** and **Endorsements**, which set out additional **Policy Terms** which are particularly important. Please also consider any **Conditions** with which you have to comply in order for your cover to be valid and for you to make a claim.

It is important that you read and make sure that you understand the full extent of the cover that is provided by your insurance policy. The policy wording should be read in conjunction with your policy schedule. Please read these carefully as they may have an impact on the validity of your cover and/or your ability to make recovery for any claims made.



If there are any areas of the policy which you are concerned about or do not understand, or where you are unable to comply, then please contact us to discuss in further detail. It may be possible, albeit at higher cost, to obtain wider or less restrictive cover.

Payment Options

Our standard payment terms are payment on or before your policy inception or renewal date. This ensures we receive your funds in time to settle our Insurer accounts where there are strict requirements.

You can pay by the following options:-

- Cheque
- Bank Transfer (BACS)

Next Steps

Should you need any assistance or wish to review our recommendation in anyway, please do contact Gallagher Insurance on 01483 462860 or via community@ajg.com.

We look forward to receiving your instructions.

Yours sincerely,

Gavin Sherritt Cert CII

Business Development Executive - Community (Part of PSE) Direct Dial: 077562 16298 Email: gavin_sherritt@ajg.com

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Enclosures	Action Required by You
Statement of Fact(s)	Information you have provided to us and on which your policy is based. Please review and advise us of any changes required.
Quote Schedule(s)	Please review and advise us immediately if there are any terms you are unable to comply with or do not understand.
Policy Summary(s)) Notice to Policyholder/Summary of Changes	An overview of the proposed cover including limits. Please read in conjunction with your policy and advise us immediately if there are any terms you are unable to comply with or do not understand.
Important Information	Please read and retain.
Our Terms of Business	Please read and retain.



Important Information

Please read this section carefully as it contains important terms and may require you to take action.

1. Sums Insured and Under-Insurance (Average)

Please ensure you are insured for the full value of risk in accordance with the policy terms and conditions. We strongly recommend that you obtain professional valuations for reinstatement purposes of buildings, machinery and plant at regular intervals. Sums insured and limits of indemnity should be kept under review throughout the period of insurance.

It is important that you are NOT under-insured. Make sure you have insured your buildings for the full rebuilding cost including allowances for architects costs and site clearance, and your contents for their full replacement value as new items.

You must notify us if the full replacement value of your contents or full rebuilding cost of your buildings exceeds the amount shown on your schedule.

The insurer will only be able to settle claims at the percentage you are actually insured for. For example, if the value of your contents shown on your schedule only represents 70% of the full replacement value then the insurer will not pay more than 70% of your claim.

2. Duty of Fair Presentation

When you answer questions or agree with assumptions during the quotation process, you must disclose material facts or circumstances about the risk(s) you want to insure. A material fact or circumstance is something that would influence the judgement of an insurer in deciding whether or not to insure the risk.

This is known as a 'duty of fair presentation' and includes disclosing the following:

- Information that you, your firm's senior management, or anyone responsible for arranging your insurance knows, or should know in relation to your business; and
- Information that would be revealed by a reasonable search of information available to you or by making enquiries, and could include information held within your business or by someone else (such as your insurance broker).
- Remember that if you fail to meet this duty, it could mean that the policy is void, or that
 the insurer is not liable to pay all or part of your claim(s).

Examples of material facts or circumstances include the following (please note these have been provided as examples only and the list is not exhaustive):

- Being declared bankrupt, participating in an Individual Voluntary Arrangement (IVA) or protected deed of trust in Scotland or making a compromise arrangement with creditors.
- Other policies in place covering the same risk.
- Previous claims or incidents which may have led to a claim but for which you did not actually submit a claim.



- Any caution, charge or conviction of a criminal offence for you or any director/business partner/trustee
- Any motoring convictions or disqualification by any director/business partner/trustee or any driver of a company vehicle in respect of a motor insurance application
- The organisation, directors, partners or trustees having been prosecuted or received a prohibition or improvement notice for failure to comply with any Health and Safety, Welfare or Environmental Protection legislation
- Being declined cover by other insurers or having special terms imposed
- Changes to your business activities
- Changes to the Police response to alarm signals.

Please remember that if any of your details, material facts or circumstances change during the policy period, you must always notify us immediately.

3. Policy Terms, Conditions and Exclusions

Insurers may impose warranties and/or restrictive endorsements and where any of your policies are subject to a warranty, compliance is an absolute requirement at all times.

In addition to warranties (or in some instances, in place of) policies may contain "conditions precedent to liability". Failure to comply with a condition precedent may mean that the insurer will not be liable for any loss.

Please pay particular attention to any warranties and/or restrictive endorsements as failure to fully comply with any warranty/endorsement terms could suspend or invalidate the policy cover.

Similarly, policies also contain general conditions that apply to all policyholders; for example, 'Notification of Claims' and alteration in risk. You should familiarise yourself and comply with all conditions.

Full details of any warranties, terms, conditions and exclusions are contained within your policy wording and schedule. For your protection, it is essential that you read your policies carefully to ensure you are familiar with all of the terms, warranties, conditions and exclusions.

If at any time you are unable to comply with a warranty, condition precedent to liability, or any other policy terms, conditions, exclusions or insurers' requirements, please let us know immediately as the requirements imposed will continue to apply until insurers have accepted that you are compliant with policy terms and confirmed cover.

If you have any queries or questions regarding the policy term, conditions or exclusions please contact us immediately.

4. Administration Fees

Where we charge an administration fee in respect of the operational cost of setting up, administering or cancelling your policy, e.g. postage, stationery and licensing fees. The administration fee is not subject to Insurance Premium Tax and is separate to any other



broker fee charged and/or commission earned for our services.

Activity	Annual premium under £500	Annual premium over £500
New Business and Renewal administration fee	£50	£65
Cancellation administration fee	£50	£50
Mid-term adjustment administration fee	£50	£50

There is a cap of £350 in total for administration fees per customer per year.

5. Basis of our services

The services we provide are outlined in our **Terms of Business Agreement (TOBA)**. A copy of which is provided in Appendix 1 of this report. **Please read this carefully as we will provide our services in line with this.**

We act on an 'advised' basis which means that we will be making a personal recommendation of a specific insurance policy(ies) based on information you have given us around your particular requirements and circumstances. When acting on an 'advised' basis, we act as Agent of the Customer (that is to say, we represent the customer) in order to select appropriate cover(s) from different insurance markets.

6. Short Form Privacy Notice

We are the data controller of any personal data you provide to us. We collect and process personal data in order to offer and provide insurance services and policies and to process claims. Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop our products and services and to comply with our legal and regulatory obligations. This may involve sharing information with, and obtaining information from, our group companies and third parties such as (re)insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us to monitor and improve the service we provide as well as for regulatory purposes.

Please see our Privacy Notice for further information on how your personal data is used, shared, disclosed and retained, your rights in relation to your personal data and how to contact our Data Protection Officer. Our Privacy Notice can be found at https://www.aig.com/uk/privacy-policy/

From time to time we may make important updates to our Privacy Notice and these may in turn affect the way we use and handle your data. Please ensure you review our Privacy Notice periodically to ensure you are aware of any changes.

If you are entering into this agreement in the course of your business, or as a charity, for charitable purposes and providing information on other individuals to us, for example your



employees and/or any other party that would be covered under the insurance policy we may be placing or services we may provide to you, you shall ensure that individuals whose personal data you are providing to us have been provided with fair processing notices that are sufficient in scope and purpose, and that you have obtained all appropriate consents, where required, or are otherwise authorised, to transfer the personal data to us and enable us to use the personal data and process the personal data for the purposes of this agreement and as set forth in our Privacy Notice. You must not share personal data with us that is not necessary for us to offer, provide or administer our services to you.

7. Fraud Awareness

To help prevent fraud - before requesting your bank details to provide you with a refund by phone, we will always validate with you information that we hold on file; information that only you would know. This information could include your address or specific policy details. Any refund we provide will only be for one of three reasons:

- 1) overpaid funds
- 2) a reduction in your cover
- 3) cancellation

Arthur J. Gallagher Insurance Brokers Limited will never request sensitive information, such as, passwords, usernames or a mother's maiden name.

If you receive a phone call and are unsure it is from us, you can always call us to verify we are who we say we are. Please call your usual contact, or call us on the telephone number shown within this document.

8. Making a Claim

Step 1 Reporting a claim

- You will need to notify your insurer as soon as possible after an incident, preferably by telephone.
- You will find your insurer's claims line number within your policy document, as well as highlighted within your renewal pack.
- Delay in notifying your insurer of an incident or a claim can potentially prejudice your/your insurer's position and can cause difficulty with acceptance of your claim, either in part or in full.
- In the event of injury and/or damage to another party or their property, it is important that
 no admission of liability is made, as this may also prejudice your/your insurer's position.
 Any third party claim or correspondence should be immediately passed to your insurers,
 unanswered.
- Appropriate steps should be taken to minimise any further loss or damage, where possible.
- When calling your insurers, it is important that you have the following key information available, which will help them identify you and assist with data protection protocols, thereby reducing any potential delays in providing you with their initial advice:
 - Policyholder's name
 - Policyholder's address and postcode
 - Policy number
- In order for insurers to give you the most accurate advice and guidance on the notification call, there are some key pieces of information that they will need to know:



- What happened? When? Where?
- What is the extent of the loss, damage, injury? Consider physical and financial/trading impacts.
- What is the impact to you or the policyholder?
- What is being done to help prevent further loss, damage or injury?
- Who is the best person for insurers to liaise with, what is their relationship with the policyholder and what are their contact details?

It's understood that some of the information may only be indicative at the outset, but the more accurate the information provided, the more likely the advice given will meet your needs and also assist with the progress of your claim.

- Your insurer will advise of next steps, allocate a claims reference number and also provide detail as to who will be your contact throughout the claim.
- Where the services of other parties may be required, insurers will provide details as to who this will be and the services that they will provide.
- Examples include loss adjuster on large or complex claims, Solicitors/Investigators on Liability issues or claims, Engineers/Approved Repairers on Motor claims insurers should also discuss and agree with you the best method and frequency of updates/next contact.

If you have opted to purchase our Gallagher Business Assist Loss Preparation and Presentation services and your claim relates to a Material Damage (Property) or Business Interruption incident, likely to exceed £10k, please activate that service by contacting the Gallagher Business Assist Team immediately on 03330 100 787 or email gallagherbusinessassistclaims@ajg.com.

Step 2 Claims Handling & Investigation

- In order to evaluate and progress any claim, insurers more often than not will require additional supporting documentation from you.
- Insurers should clearly articulate what they require from you and the reasons why.
 Typically this will be estimates or invoices and anything that may help them evaluate your claim against the policy coverage that you have in place.
- Delays and/or omissions can in some circumstances lead to issues with acceptance of a claim in part or in full. It is therefore important that you reply to any requests and supply the information required at your earliest opportunity, in order to assist with progressing your claim.
- Should you not understand or wish to query any request from your insurer or their agent, it
 is recommended that you call them at the earliest opportunity to discuss and seek clarity
 from them.
- Insurers will look to agree with you what the next steps may be relating to any repair, replacement, defence, or interim actions required.
- Interim payments can sometimes be agreed, particularly on large claims or where the claim creates cash-flow issues. Where appropriate you should ask insurers whether this is a possibility.

If you have opted to purchase our Gallagher Business Assist Loss Preparation and Presentation services and your claim relates to a

Material Damage (Property) or Business Interruption incident, likely to exceed £10k, please activate that service by contacting the Gallagher Business Assist Team immediately on 03330 100 787 or email gallagherbusinessassistclaims@ajg.com



Step 3 Conclusion/Resolution of Claim

- Once insurers have received sufficient supporting documentation and assessed them against the policy coverage in place, they will advise you regarding what a resolution of your claim may look like.
- Payments to be made (in part or in full) should be clearly explained by insurers, including their calculation.
- If for any reason the claim will not be met (in part or in full), insurers should clearly explain the reason why and provide evidence, where appropriate.
- Excess Any settlement agreed will be subject to the deduction of the applicable policy excess. This can be verified by referring to your policy documents.
- VAT If the policyholder is VAT registered, in the majority of situations the policyholder will be responsible for the VAT element of any invoice relating to the claim.

Exceptions - Assistance and Complaints

- Escalations and complaints regarding services provided by the insurer should, in the first instance, be directed to the appropriate insurers as soon as the issue arises or is identified
- Each insurer will have a formal escalation and complaint protocol in place, the details
 of which will be contained within your policy wording, which should give you suitable
 guidance.
- If however you encounter any difficulties identifying the appropriate process and/or insurer contact details, you can contact our Claims Help Desk on 03330 100 799 or email <u>claims helpdesk@ajg.com</u>, to assist you with ensuring that your issue or complaint reaches the appropriate insurer contact.

Examples of where we may be able to assist include:

- If you are having difficulty making contact with your insurer.
- Your insurers are unable to trace your policy.
- You require additional clarification regarding the claims process.
- Your insurers are failing to provide you with the appropriate level of service.



Terms of Business Agreement

Arthur J. Gallagher Insurance Brokers Limited

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Scope and application

This agreement, together with any separate written agreement between you and Arthur J. Gallagher Insurance Brokers Limited ('AJGIBL'), sets out the terms on which we agree to act for you when we are instructed to provide services by you.

In this agreement 'we', 'us' and 'our' means AJGIBL. References to 'insurers' include insurers, underwriters, managing agents or, where applicable, reinsurers with whom we place business. As appropriate, references to 'insurance' or 'insured' include reinsurance and reinsured respectively. Additionally, any reference to 'policy' shall mean an insurance or reinsurance policy, as appropriate.

It is important that you read this agreement carefully as it contains details of our statutory and regulatory responsibilities and your contractual obligations, on which we intend to rely.

If there is anything you do not understand in this agreement you should inform us otherwise we will assume you are providing your informed consent to this agreement.

We specifically draw your attention to the following sections:

- a) What do we do?
- b) How are we paid for our services?
- c) How do we handle your money?
- d) Your obligations
- e) Conflicts of interest
- f) Complaints
- g) Limitation of Liability

Where your business is operated through an incorporated company, trust, limited liability partnership or partnership, we are entitled to assume that the recipient of this agreement has obtained authorisation or is entitled to consent to these terms on your behalf.

If you are a company or other body corporate, unless otherwise expressly stated in any separate written agreement between you and AJGIBL, you agree to and accept the terms of this agreement on your own behalf and on behalf of each of your group companies (where those group companies are receiving the benefit of our services). You will ensure that each of your group companies will act on the basis that it is a party to and bound by the agreement. All references in this agreement to 'you' and 'your' mean you and each of your group companies.

If you have instructed another insurance broker to deal with us on your behalf, we will assume unless told otherwise that the broker has full authority to agree the terms of this agreement with us and to deal with us on your behalf as your agent in relation to all matters covered by this agreement

This agreement replaces any terms of business agreement that we may have previously agreed with you. If you have a separate service level agreement in place with us then the terms of that agreement must be read together with this agreement. In the event of a conflict, the terms of your service level agreement will take precedence over this agreement.

We may change the terms of this agreement from time to time. This may be:

- a) to reflect changes in our services or in market practice
- b) to reflect legal or regulatory developments, or
- c) to improve the clarity of this agreement.

We will tell you if we have materially changed these terms for any of these reasons and, in any event we will inform you of such changes before your policy is due to renew.

We may also change the terms of this agreement for other reasons, but if we do, we will notify you in advance and you will have the right to terminate this agreement within 30 days of such notification.

Who are we?

AJGIBL is a company incorporated and registered in Scotland with company number SC108909 whose registered office is at Spectrum Building, 55 Blythswood Street, Glasgow, G2 7AT. You can find out more about us at www.ajg.com/uk/.

We are an insurance intermediary, risk management and consulting firm authorised and regulated by the Financial Conduct Authority ('FCA'). Our FCA firm reference number is 311786. We are permitted by the FCA to act as a general insurance intermediary, to arrange credit and collect payments. You can check these details by visiting the FCA's website (www. fca.org.uk/register) or by contacting the FCA on 0800 111 6768 (+44 20 7066 1000 from overseas).

What do we do?

As an insurance intermediary, we usually act for you. We offer access to general insurance products and services provided by a wide range of UK and international insurers, including Lloyd's of London.

Our services include advising you on your insurance needs, arranging insurance policies with insurers in order to meet those needs, provide associated risk management services and any other insurance related services. We will also help you to make changes to your insurance policy if required and will remind you when your policy is due for renewal as appropriate. Unless your policy states otherwise, or we agree, we will provide you with assistance in submitting a claim and with obtaining reimbursement from insurers.

In certain circumstances, we may act for your insurer, for example, where we have delegated underwriting authority and/or claims settlement authority, or where we have entered into a managing general agency agreement with one or more insurers. In cases where we are acting on behalf of the insurer, we will be acting as their agent. Please see the section headed Conflicts of interest for more information about how we manage these arrangements.

Arthur J. Gallagher Insurance Brokers Limited is authorised and regulated by the Financial Conduct Authority. Registered Office: Spectrum Building, 55 Blythswood Street, Glasgow, G2 7AT. Registered in Scotland. Company Number: SC108909. www.ajg.com/uk/.

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We cannot arrange insurance for you until we have received complete instructions from you. Your insurance cover is not in place until we have confirmed it to you in writing or we have issued evidence of cover.

We do not offer advice in relation to tax, accounting, regulatory or legal matters (including sanctions) and you should take separate advice as you consider necessary regarding such matters.

Which insurers do we use?

In finding an insurance solution that meets your demands and needs, we may either conduct a market analysis of potential insurers, or we may only consider a specific product from a single insurer, or products from a panel of insurers. We may also place your insurance using alternative access to insurers, including through our managing general agents, which may include our group managing general agent, Pen Underwriting and our other group companies who may have similar arrangements with insurers.

We use publicly available information, including information produced by credit rating agencies, to identify insurers with whom we will consider placing your business. We do not guarantee the financial status of any insurer. You may require us to use an insurer that we would not ordinarily recommend due to their credit rating. In the event of an insurer experiencing financial difficulties, you may still have a liability to pay any outstanding premium and we are not responsible for any shortfall in amounts due to you in respect of any claims.

We are available to discuss with you any concerns you have with the insurer you have chosen for your insurance policy(ies).

How are we paid for our services?

Payment for our services may be by way of:

- a) a fee that we agree in advance with you;
- b) brokerage/commission, which is a percentage of the total annual insurance premium paid by you and given to us by the insurers with whom we place your business; or
- administration charges, in addition to any insurance premiums, for administration of your policy, including amending and cancelling any policy.

Payment for our services may be a combination of (a) (b) and (c). We do not intend to apply any commission value to the taxation element of any insurance premium.

Details of any fees/charges, whether applicable under (a), or (c), together with details of services to which these relate and the basis on which these are made, will be declared to you in advance of them being incurred so that you are able to make an informed decision. Where we are not able to provide an actual fee/charge, we will provide you with the basis of calculation of any fee/charge.

We may receive additional payments such as a profit share or profit commission from insurers, for instance, from insurers payable under a delegated underwriting authority or other facility or individual contract in recognition of overall profitability. We may also earn income from arranging premium finance.

We may also earn income from insurers or other sources in other ways. For example, we may receive income from insurers for ancillary services provided solely on their behalf.

Upon request, we will be pleased to provide details of any income we are due or have received as a result of placing your business. Unless we specifically agree otherwise, brokerage/commission and fees are earned when we arrange an insurance policy for you, or in the case of any other service when we commence providing that service to you.

However in respect of any payment made to us this will only be recognised as payment for the service when we have reconciled your payment. We will be entitled to retain all fees and brokerage in respect of the full period of contract(s) of insurance arranged by us including in circumstances where your policy has been terminated and your insurers have returned pro- rated net premium. Consistent with long established market practice, we will deduct our brokerage and other commissions from the premium once received.

If you decide to terminate our appointment in relation to policies we have placed on your behalf and where, (i) the policy or policies have not expired, and (ii) premium is due on the policy or those policies, we are entitled to any brokerage/commission originally due on the policy or policies and you will ensure the broker subsequently appointed to administrate the policy or policies agrees and accepts to collect the brokerage/commission and remit to us in good time.

How do we maintain your privacy?

We are the data controller of any personal data you provide to us. We collect and process personal data in order to offer and provide insurance services and policies and to process claims. Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop our products and services and to comply with our legal and regulatory obligations. This may involve sharing information with, and obtaining information from, our group companies and third parties such as (re)insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us to monitor and improve the service we provide as well as for regulatory purposes.

Please see our Privacy Notice for further information on how your personal data is used, shared, disclosed and retained, your rights in relation to your personal data and how to contact our Data Protection Officer. Our Privacy Notice can be found at https://www.ajg.com/uk/privacy-policy/ From time to time we may make important updates to our Privacy Notice and these may in turn affect the way we use and handle your data. Please ensure you review our Privacy Notice periodically to ensure you are aware of any changes.

If you are entering into this agreement in the course of your business, or as a charity, for charitable purposes and providing information on other individuals to us, for example your employees and/or any other party that would be covered under the insurance policy we may be placing or services we may provide to you, you shall ensure that individuals whose personal data you are providing to us have been provided with fair processing notices that are sufficient in scope and purpose, and that you have obtained all appropriate consents, where required, or are otherwise authorised, to transfer the personal data to us and enable us to use the personal data and process the personal data for the purposes of this agreement and as set forth in our Privacy Notice. You must not share personal data with us that is not necessary for us to offer, provide or administer our services to you.

Confidential information

During the course of this agreement we shall both provide the other with information (other than personal information) and each party will treat information received from the other relating to this Agreement as confidential and will not disclose it to any other person not entitled to receive such information except as may be necessary to fulfil their respective obligations in relation to this agreement and except as may be required by applicable law or regulatory authority. For the avoidance of doubt, and always observing the requirement to ensure your information is held in a confidential manner, we shall be entitled to disclose such information relating to you (where necessary) to perform our obligations under this agreement, to insurers or reinsurers, actuaries, auditors, professional agents, advisers or other parties that we may require in order to provide our service to you. This section will not apply to information which was rightfully in the possession of a party prior to this agreement or which is already public knowledge/ becomes so at a future date (otherwise than as a result of a breach of this section) or which is trivial or obvious.

How do we handle your money?

In our role as an intermediary between you and your insurers we may hold money:

- paid by you to be passed on to insurers
- paid to us by your insurers, to be passed on to you
- paid by you to us for our services, but which we have not yet reconciled.

For your protection, the way that we handle your money is designed to protect your interests in the event of our financial failure.

Insurer Money (money we hold as agent of an insurer):

Where we have an agreement with your insurer to hold money as their agent, any premiums you pay to us are treated as having been received by the insurer as soon as they are received by us. Claims payments and/or premium refunds are treated as received by you when they are actually paid to you.

Where we receive monies as agent of your insurer, we can only deal with that money in accordance with the instructions of the insurer. This means that, for example, if you want us to return such monies to you, we can only do so with the agreement of the insurer.

Client Money (money we hold as your agent):

Where we do not have an agreement with your insurer to hold money as their agent, we will hold premiums you pay to us as your agent. Money we receive from your insurer which is payable to you will be your property whilst we hold it.

We may also hold money as your agent where you have paid this to us in respect of our fee for a service, until such time as we have reconciled the payment against the relevant service.

Money we hold as your agent is referred to as 'Client Money'.

FCA rules require us to keep Client Money separate from our own money. We hold Client Money with an approved bank, segregated in a client account subject to a Non-Statutory Trust ('NST'). The aim of the NST is to protect you in the event of our financial failure. If such an account is held outside the United Kingdom, it may be subject to different laws and regulations, which may mean that the Client Money held in that account is not protected to the same extent as it would be if it were held in the United Kingdom, or at all. Please tell us if you do not wish us to hold any money for you in a particular iurisdiction.

We may use Client Money held in the NST on behalf of one client ('Client A') to pay another client's premium ('Client B') before we receive such premium from Client B. We may also make claims payments/ premium refunds to other clients before monies are received from the insurer. Although there may be occasions when we do this, it is not our policy to routinely cross- fund in this way. For the avoidance of doubt, we may not use Client Money to pay ourselves commissions before we receive the relevant premium from you.

We may invest Client Money held in the NST in accordance with FCA rules relating to Client Money. If we do invest money in this way, we will be responsible for meeting any shortfall in the value of the investments at the time of their realisation. Any interest or profits earned on Client Money held by us will be retained by us for our own use, rather than paid to you.

Any interest earned on Client Money held by us will be retained by us for our own use, rather than paid to you.

Holding both insurer and Client Money

We may hold both insurer and Client Money together in the NST. When this happens, your interests as our client will continue to be protected.

Payment to third parties:

We may transfer Client Money to another person, such as another broker or settlement agent, for the purpose of carrying out a transaction on your behalf through that person. This may include brokers and settlement agents outside the UK. The legal and regulatory regime applying to a broker or settlement agent outside the UK may be different from that of the UK. This means that, in the event of a failure of the broker or settlement agent, this money may be treated in a different manner from that which would apply if the money were held by a broker or settlement agent in the UK. You may notify us if you do not wish us to pass your money to a person in a particular jurisdiction.

We may also transfer Client Money to a professional services firm such as a loss adjuster, surveyor or valuer unless you instruct us otherwise.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme ('FSCS'). You may be entitled to compensation from the FSCS if we cannot meet our financial obligations to you. This depends on the type of insurance contract that we have arranged for you, certain eligibility criteria and the circumstances of the claim.

Further details regarding the FSCS are available online at www.fscs.org.uk or by calling 0800 678 1100 (+44 20 7741 4100 from overseas).

Separately, your insurer and/or you may be covered by a different compensation scheme.

Your obligations

You will not instruct us to provide services which would cause us, nor use our services in any way, to violate applicable laws including without limitation bribery, anti-corruption, money laundering sanctions, or data protection laws.

You are required to make a fair presentation of the risk to an insurer which discloses every material circumstance which you know or ought to know relating to the risk to be insured. This includes information known by your senior management and those responsible for arranging your insurance as well as information which would reasonably have been revealed by a reasonable search of information available to you.

A circumstance is material if it would influence the judgment of a prudent insurer in determining whether to provide insurance for the risk and, if so, on what terms. Disclosure must be reasonably clear and accessible to a prudent insurer. Material representations of fact must be substantially correct and material representations of expectation/belief must be made in good faith. Failure to comply with the duty of fair presentation could mean that your policy of insurance is void or that insurers are not liable to pay all or part of your claim(s).

The above duty of disclosure is the applicable duty under the laws of England, Wales, Scotland and Northern Ireland. You may have different obligations if your policy of insurance is subject to a different law. As a minimum, we expect you to disclose your information in accordance with the duty set out above.

For certain types of insurance covers you may be required to complete and sign a proposal form or questionnaire. Take care to ensure that the information you provide is complete and accurate. Note that if you are aware of anything that you feel may be material to the proposed policy of insurance you should disclose it, even if there does not appear to be a question on the proposal form or questionnaire that covers the particular point. If you are in any doubt as to whether information is material, you should disclose it.

Anti-bribery, corruption and financial crime

You agree that you will ensure that at all times you comply with all laws, statutes and regulations that apply to you relating to antibribery and corruption, including the UK Bribery Act 2010 and (if it applies to you or any of your group companies) the US Foreign and Corrupt Practices Act 1977. Accordingly, if you accept gifts or nospitality offered to you by us or any of our group of companies, we will deem the acceptance to be in accordance with any gifts & hospitality policy/ies you may have.

Please be aware that we are required to obtain adequate 'Know Your Client' information about you. In order to prevent bribery, corruption, fraud or other financial crime, we may take further steps, including notification to the relevant authorities, carrying out status and credit checks using credit reference agencies, and other screening background checking as appropriate.

Policies may include clauses on financial and trade sanctions, anti-money laundering and export controls, ('Sanctions'). How you comply with Sanctions is specific to your business: you should take legal advice where necessary and pay special attention to relevant policy clauses.

To comply with financial crime or Sanctions requirements, we may be prohibited from providing broking or risk consulting services, including placement and claims handling services; may be required to take actions such as freezing the funds in which parties subject to Sanctions have an interest; or may make regulatory notifications or licence applications as required or appropriate in accordance with Sanctions. Your insurers and other third parties we deal with, such as financial institutions, may also apply their own policies or restrictions.

You acknowledge and agree that we reserve the right to take steps to comply with financial crime or Sanctions (and we will not be liable to you for this or for similar steps taken by third parties).

You should advise us of all of the countries connected to the (re)insurance you require. We reserve the right not to perform obligations under this agreement to the extent that this would be contrary to our commercial risk appetite or where performance would be impracticable including because of bank policies restricting the processing of premiums, claims funds or fees related to such countries or related parties.

Please be aware that we are generally restricted from providing broking, claims handling or other services that relate to Cuba and Iran-including because of significant difficulties in processing payments and other commercial and reputational considerations.

Your premium payment obligations

Insurers require you to pay premium at or before the start date of each policy, or as otherwise specified under the policy terms. You must pay all monies due in cleared funds in accordance with the amounts and on or before the dates specified in our invoice(s). If you do not make payment within that period, insurers may cancel your policy and may also require that you pay a premium in relation to the time that you have been on risk. It is therefore very important that you meet all payment dates.

Where you have instructed us to obtain insurance on your behalf, to the extent that we are required to meet your premium payment obligations, we reserve the right to recover those monies from you.

Use of Premium Finance Companies:

You may be able to pay premium payments by instalments through a credit scheme operated by a third party premium finance company or insurer. Please note that we can only pay premium to insurers on your behalf once we have cleared funds from you or the premium finance company.

Please note that we do not recommend any particular credit provider. If you wish to pay premium by instalments, we are able to introduce you to credit providers (which may include a third party premium finance company or an insurer). There may be other credit providers (including insurers) able to offer better credit terms than those that made available to you by a party we have introduced you to.

Where you decide to enter into a credit scheme for the payment of premium, you will receive separate terms and conditions from the relevant premium finance company or insurer which will govern that arrangement. You agree that, in accordance with the terms of any such credit scheme or otherwise, we may instruct your insurer to cancel your policy if you are in default under the credit scheme and that any return premium or other payment due from the insurer may be applied to discharge your liability or liability we have assumed on your behalf under the credit scheme without further reference to you.

Your policy documents

You will receive written terms and conditions of any insurance policy we arrange for you. Please check these documents and advise us as soon as reasonably practicable if the terms of the cover arranged are not in accordance with your requirements. Please pay special attention to the claims notification provisions and to any warranties and conditions (including as to the payment of premium) as any failure to comply with these terms may invalidate your cover.

The documents relating to your insurance will confirm the basis of the cover from the relevant insurer(s) and provide their details and if applicable, the insurer's agent. It is therefore important that you keep all of your policy documents in a safe place. It is our current practice to retain client information for at least six years or such other period required under relevant law or regulations.

Making a claim

Your insurance policy will usually require you to notify all claims and/or circumstances that may give rise to a claim as soon as possible. If you are unsure whether a matter needs to be notified please contact us and we will endeavor to assist you.

Where we have agreed to handle claims on your behalf, we will do so fairly and promptly. If we receive claims payments for you, we will remit them to you as soon as reasonably practicable after receipt.

We reserve the right to charge an additional or separate fee (based on the nature of the work and duration and agreed with you in advance) to negotiate a large or complex claim on your behalf.

Conflicts of interest

Circumstances may arise where we have a conflict of interest between us (including our managers, employees or agents) or another of our group companies and you, or between you and another of our clients. We always aim to treat you fairly and avoid conflicts of interest. We never deliberately put ourselves in a position where our interests, or our duty to another party, prevent us from discharging our duty to you.

We may arrange insurance for you through another company in the Arthur J. Gallagher group which acts on behalf of one or more insurers. An example may include a placement with a separate underwriting team within Arthur J. Gallagher Insurance Brokers Limited, Pen Underwriting Limited or Arthur J. Gallagher UK Limited.

In arranging an insurance solution that meets your demands and needs, we will ensure that our duty to you does not conflict with the duties that an Arthur J. Gallagher group company owes to the insurers that it represents.

We may act as agent of an insurer under a delegated underwriting authority and/or delegated claims settlement authority. In these instances, where we act as your agent for your insurance needs we will always act in your best interests when arranging your policy.

As part of paying your claim, your insurer may require us to deduct the value of sums due (such as premiums or instalments under a credit scheme) before sending the balance of any claims payment to you.

We follow our own conflict management policies and procedures (for example, using information barriers). These are designed to prevent any conflicts of interest adversely affecting or compromising your interests. However, in some cases, where we cannot be reasonably confident that we can prevent the risk of damage to your interests, we will discuss this with you. If you have any concerns in relation to conflicts of interests, please contact us.

Complaints

We value our relationship with you and we welcome feedback on the service you receive from us. Please tell us if you are dissatisfied with part of our service so that we can improve our products or services. Our aim is that you should benefit from a high quality service using our experience and breadth of insurance broking expertise. We always try to provide a high standard of service but if you ever have cause to complain, please do so by contacting your usual AJG representative by whatever means is convenient to you.

If you wish to deal with someone wholly independent of the branch or division that has been servicing your business, please contact:

Address: Complaints Management Team Spectrum Building 55 Blythswood Street Glasgow

G2 7AT

Email: commercialcomplaintsuk@ajg.com

We will acknowledge written complaints promptly. Our complaints procedure is available on request.

If you feel that we have not been able to resolve the matter to your satisfaction, after this process you may have the right (subject to eligibility) to refer your complaint to the Financial Ombudsman Service; this address is:

The Financial Ombudsman Service Exchange Tower London E14 9SR

Telephone: 0800 0234 567 (from landline) Telephone: 0300 123 9 123 (from mobile)

Email:complaint.info@financial-ombudsman.org.uk

Website: http://www.financial-ombudsman.org.uk

Whether or not you make a complaint to us and/or refer your complaint to the Financial Ombudsman Service, your right to take legal action will not be affected.

Other territories

Other territories may also offer complaints and dispute resolution arrangements that we are required to follow where we are held to be doing business there.

Right of set-off

If you are a business, we may at any time, without notice to you, set off any liability of yours to us against any liability of us to you, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this agreement.

If the liabilities to be set off are expressed in different currencies, we may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by us of our rights under this clause will not limit or affect any other rights or remedies available to us under this agreement or otherwise..

Intellectual property rights

We (or our licensors) will retain all ownership, title, copyright and other intellectual property rights in all materials developed, designed or created by us before or during the provision of services to you including systems, methodologies, software, know-how and working papers. We will also retain all ownership, title, copyright and other intellectual property rights in all reports, written advice or other materials provided by us to you. We grant you a royalty - free licence to use those materials, but only for the purposes for which they were created under this agreement and only for as long as this agreement remains in force.

Termination

Without prejudice to any rights that have accrued under this agreement or any other rights or remedies, either party may terminate the services contemplated under this agreement by giving not less than 30 days' notice in writing to the other.

If our appointment as your broker is terminated or not renewed, we reserve the right to charge an additional or separate fee, agreed with you in advance, for any ongoing services performed from the date on which our appointment terminates. The terms of this agreement will continue to apply in relation to those ongoing services

Notwithstanding anything else contained in this agreement, we are not required to act for you, or to continue to act for you, if we reasonably consider that to do so would put us in breach of, or would expose us or our affiliates to fines, penalties or sanctions under, any laws, regulations or professional rules. In such circumstances, we will be entitled to terminate our existing relationship with you with immediate effect and will not be responsible or liable to you for any direct or indirect loss which you or any other party may suffer as a result.

Cancellation of your policy

Your insurance contract may include a cancellation clause. For more details, please refer to your insurer's policy documents. If you wish to cancel a policy please let us know. If your policy is cancelled, the insurer will determine any return premium in relation to policies placed by us.

Please see the section above 'How are we paid for our services?' in relation to our rights to payment of brokerage/commission and fees in the event of policy termination.

Currency conversion

We may have to convert funds to another currency in order to settle amounts due to insurers. If a repayment of funds is due to you or is requested by you after the currency is converted, then any such payment will be made in the currency to which the funds have been converted. Any shortfall arising from exchange differences remains your liability. If you pay a premium in a different currency or to a bank account in a different currency from that requested, we may, at our discretion, either return the funds to you or convert the money to the required currency. In the latter case, the converted funds will be applied against the amount due with any shortfall arising from exchange differences remaining your liability.

Severability

The invalidity, illegality or unenforceability of any of the provisions of this agreement will not affect the validity, legality or enforceability of the remaining provisions in this agreement.

Notices

If notice is given to us under or in connection with this agreement, except as expressly provided in this agreement, it must be in writing and sent to our registered address. We are entitled to give you a notice under or in connection with this agreement at your registered address (if a company or limited liability partnership) or at your last known address (in any other case).

Third party rights

A person who is not party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term contained in this agreement.

Unexpected acts or events

Neither party will be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In that event, the affected party will notify the other as soon as reasonably practicable.

Transfer of this agreement

Neither party can transfer their rights nor obligations under this agreement in whole or in part to anyone else, except that:

- we may transfer all or some of our rights and/or obligations to one or more other members of the Arthur J Gallagher group of companies; and
- either party may transfer all or some of our rights and/or obligations to someone else with the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

Governing law and jurisdiction

The law of England and Wales will apply to this agreement unless, at the date of this agreement, your registered office or principal place of business is situated in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case the law of that jurisdiction will apply.

The parties irrevocably agree that the courts of England and Wales will have the necessary jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter.



Normanton Town Council Town Hall High Street Normanton WF6 2DZ

IF PAYING BY **DIRECT BANK** TRANSFER PLEASE CHECK BANK DETAILS BELOW AS THEY MAY HAVE CHANGED SINCE YOUR LAST INVOICE

Pro-Forma Invoice

Client Ref: Policy Ref: 44690090 615395474

Invoice Date:

23 October 2023

			Amounts (£)	Cost (£)
Special Events	Hiscox Insurance Company Limited Term: 13/07/24 - 29/11/24	Premium Insurance Premium Tax	1,579.25 189.51	1,768.76
	TOTAL		<u> </u>	1,768.76

Payment due on or before effective date.

If you would like to pay by credit/debit card please contact us on 077562 16298. Payments by direct bank transfer should be made to the following account, using reference - 44690090.

Bank: Lloyds Bank Plc

Account Name: AJGIBL GBP CLIENT NST ACCOUNT

Account Number: 19511668

Sort Code: 30-80-12 **Swift BIC: LOYDGB21F09**

IBAN Number: GB30 LOYD 3080 1219 5116 68

COMMENTS:

FOR BANK TRANSFER PLEASE QUOTE REFERENCE ON YOUR PAYMENT AND EMAIL REMITTANCE DETAILS TO UK.Glasgow.AJGIBL.Remittances @ajg.com

products we provide



Policy summary

What is a policy summary?

This document contains policy summaries for each of the available event insurance covers.

Policy wordings:

21532 WD-EVE-UK-ORG&EXH-GTC(1) (General terms and conditions)
21537 WD-EVE-UK-ORG-CNX(1) (Organiser cancellation)
21536 WD-EVE-UK-ORG&EXH-PYD(1) (Property)
21535 WD-EVE-UK-ORG&EXH-EL(1) (Employers' liability)
21533 WD-EVE-UK-ORG-MON(1) (Money)

Type of insurance: a combination of cancellation, property, public liability, employers' liability and money.

However, in order to give our customers the flexibility to choose the cover they require, some of the covers described here are optional. These summaries outline the key information about each available cover so you can, subject to the covers you have purchased, be confident that you have understood what you have bought and what you are covered for. However, you should carefully read your policy and your schedule in full and ensure that you understand which of the covers you have selected and the policy terms and conditions that apply. If you have any queries you should contact Hiscox or your insurance broker. Your schedule will set out the covers that you have chosen.

Underwritten by: Hiscox Underwriting Ltd on behalf of Hiscox Insurance Company Limited or Syndicate 3624 at Lloyd's managed by Hiscox Syndicates Limited. Please refer to your policy schedule for full details.

Your obligations/general conditions

Remember, your premium and insurance are based on the details you have provided to us. Please make sure this information accurately reflects your circumstances and that you inform us immediately if anything needs to change. Please also tell us of any changes in circumstances that may affect the services provided by us or the cover provided by your policy. This is particularly important before taking out a policy, but it also applies throughout the life of the policy too.

You need to consider:

- if you fail to fairly present the risk to us, including by failing to disclose any information material to the insurance, you could invalidate the policy, claims may not be paid or the amount we pay may be reduced;
- we will not make any payment in respect of anything you knew, or ought to have known, before the start of the period of insurance which would be likely to result in a claim or loss;
- you should read and check all insurance documents to ensure that you are aware of the cover, limits and other terms that apply;
- if you fail to let us know of any changes to your circumstances during the period of insurance or, if when telling us about such changes you fail to present the risk to us fairly, you could invalidate the policy, claims may not be paid or the amount we pay may be reduced;
- please be aware of all terms and conditions of your policy because failure to comply with them could invalidate it or result in us not paying a claim or reducing the amount we pay;
- if you make a fraudulent claim or try to deceive us, we may terminate the policy.

Cancellation rights

You may cancel this insurance in accordance with the terms and conditions in the relevant section of this policy. Please refer to the relevant section(s) for full details. We may cancel this policy by sending you ten days' notice to your correspondence address shown in the schedule if you fail to pay the premium in accordance with the written conditions we provide. However, we will automatically cancel any employers' liability cover that you have purchased if you cancel public liability cover.

Law and jurisdiction

Unless specifically agreed to the contrary this insurance shall be subject to English law and the policy wording will be in English. If there is a dispute it will only be dealt with in the courts of England.



Policy summary

In the event of a claim

If you suffer a loss and need to make a claim you should contact us, and your insurance broker if you have one, within seven days. Our number is shown on your schedule. If anything happens that might be covered under the policy, you must comply with the obligations set out in What to do when a loss occurs within the General terms and conditions, together with any obligations set out under Your obligations in the section or sections under which you are making the claim. It is particularly important that you notify us of the incident or event giving rise to the claim in accordance with the notification provisions set out in the relevant section of the policy. If someone brings or threatens to bring a claim against you, you must not make any admission of liability or make any offer of settlement or appoint solicitors or other legal representation without our prior written agreement.

If you do not comply with these obligations, we may be entitled to refuse to cover you entirely, or reduce the amount we pay, for that particular claim. As with any insurance, you have an obligation to take reasonable steps to mitigate any loss or liability.

In the event of a claim, you must bear the amount of the corresponding deductible stated on the policy schedule, if applicable.

For all claims you will need to provide your Hiscox policy number and full details of the claim including the date, amount claimed and circumstances.

Under insurance

Where the amount insured in respect of:

- your irrecoverable expenses or loss of profit; or
- any item or potential loss;

covered under any section of this policy is based upon estimates provided by you of the maximum potential loss or total value of such item(s) and we discover that the estimate provided is less than the maximum potential loss or actual value, we may reduce any payment we make. Please refer to your policy for the full conditions.

Any questions? Any complaints?

If you have any concerns about your policy or you are dissatisfied about the handling of a claim and wish to complain you should, in the first instance, contact Hiscox Customer Relations using the details below.

If ever you're unhappy about anything we do, or fail to do, please contact our customer services team. They'll do all they can to put things right, but if you're still not satisfied, we'll tell you how to take your case to the Financial Ombudsman Service.

Telephone: 0800 1164 627

Address: Hiscox Customer Relations

The Hiscox Building Peasholme Green York YO1 7PR United Kingdom

Email: customer.relations@hiscox.com

If you remain dissatisfied with the way your complaint has been dealt with you may ask the Financial Ombudsman Service to review your case. This does not affect your legal rights.

The address is: Financial Ombudsman Service Exchange Tower London E14 9SR

Telephone: 0800 023 4567

+44 20 7964 0500 from outside the United Kingdom Email: complaint.info@financial-ombudsman.org.uk

If you contact them or us, please quote the policy number shown in the schedule.

If we can't meet our obligations to you, you may be entitled to compensation. In that case, rest assured we're fully covered by the Financial Services Compensation Scheme (FSCS).



Policy summary

Event organiser - cancellation

Key benefits: what risks are you protected against?

Cover for irrecoverable expenses (and loss of profits, if selected) if the event is cancelled, postponed, abandoned, curtailed or relocated as a sole and direct result of a cause during the period of insurance which is entirely beyond your control. Please refer to your policy schedule for any limits applying.

We will also cover claims for damages you are liable to pay under contract for failure to vacate the premises at the termination date as a sole and direct result of a cause during the period of insurance which is entirely beyond your control.

We will also cover:

- reasonable and necessary additional expenses incurred with our permission to avoid or reduce a covered loss;
- reasonable and necessary additional expenses incurred without our permission in an emergency to avoid or reduce a covered loss;
- reasonable expenses incurred with our permission to avoid or reduce a loss in respect of subsequent events that are part
 of a series of events with the event that is cancelled, postponed, abandoned, curtailed or relocated; and
- any fees that you are not under a legal obligation to return but where it is commercially essential for you to do so. We will
 only provide this cover where you are covered for loss of profits.

Significant or unusual exclusions and limitations

You must ensure that all necessary contracts in connection with the insured event(s) are agreed and confirmed in writing with you and that all necessary authorisations, including but not limited to any licenses, permits, visas or intellectual property rights, are obtained in a timely manner and are valid for the period of the insured event(s). If you do not, we may reduce any payment we make by an amount equal to the detriment we have suffered as a result.

We will not pay for losses caused by:

- your contractual breach other than for failure to vacate the venue due to a cause beyond your control or the control of other specified persons or entities;
- unavailability of the venue due to works rendering it unusable or the absence of necessary permits or licenses;
- the financial failure of any person, corporation, entity or venture;
- lack of or inadequate receipts, sales, interest, support or finance;
- any communicable disease, including any fear or threat of or any action taken in controlling, preventing, suppressing, responding or in any way relating to such communicable disease;
- failure, outage or absence of any satellite, teleconferencing, web conferencing or similar audio, visual, data or image communication links to or from the insured event;
- any cyber-attack, hacker or social engineering communication affecting you or any third party, including any fear or threat
 of such an incident or any action taken in controlling, preventing, suppressing, responding or in any way relating to a such
 an incident:
- any negligent act, error or omission in the operation or maintenance of any computer or digital technology such as
 development, installation, patching or upgrading or any other unintentional or negligent act, error or omission by anyone in,
 affecting or relating to the use or operation of any computer or digital technology;
- war or nuclear risks, including any fear or threat of or any action taken in controlling, preventing, suppressing, responding or in any way relating to such an incident;
- pollution or contamination, unless discovered during the period of insurance; or
- the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials.

Unless otherwise agreed by us in writing, we will not pay for losses caused by:

- national, court or religious mourning unless the individual is under 75, the insured event is in a specified country, the death or funeral is in the same country and it coincides with the date of the insured event;
- your (or any other person(s) or group(s) of persons) non-attendance or non-appearance at the insured event;
- adverse weather in respect of any insured event taking place outdoors, under canvas or within a temporary structure or in respect of any insured event where this insurance is purchased within 14 days of the start of the event;
- actual or threatened strike, industrial action or labour disputes unless the insured event is in the United Kingdom, Channel Islands or the Isle of Man and the inception date of this policy precedes the start of the insured event by at least 90 days;
- any partial or total mechanical failure or breakdown of, unavailability of, failure of or inability to access, process us or operate any computer or digital technology affecting you or any third party;
- any or any part of any virtual or online insured event unless declared to us and agreed by us in writing;



Policy summary

- terrorism, including any fear or threat of or any action taken in controlling, preventing, suppressing, responding or in any way relating to terrorism;
- any actual or threatened civil commotion, including any lawful action taken to secure or maintain public order; or
- any alteration or variation to the event.



Policy summary

Event organiser - property

Key benefits: what risks are you protected against?

This insurance protects your event property or the event property of others for which you are legally liable against physical loss or damage whilst such property is at the event or is in transit to and from it. We will pay you for damage occurring during the period of insurance, up to the amounts shown in the schedule. We have the option to repair or replace such lost or damaged property. If selected, cover can also be included for technical equipment, marquees or temporary structures.

Your policy will automatically include cover for up to £50,000 for physical loss of or damage to buildings, fixtures and fittings, plant and machinery at the venue where the event is held.

We will also cover your liability under contract to pay continuing hire charges for equipment hired in by you whilst such equipment is being repaired or replaced following covered damage under this section. We will pay up to the lesser of 25% of the market value of the item, £100,000 or the policy limit.

Significant or unusual exclusions and limitations

You must ensure that:

- all insured property is adequately packed and secured given the nature of the item and how it is transported.
- the doors, windows and openings of any unattended vehicle in which insured property is left are securely locked, any
 vehicle alarm is activated and all insured property is completely hidden in the storage compartment, boot or trailer and,
 if the unattended vehicle is left between sunset and sunrise, that it is kept in a securely locked enclosed building or a
 secured compound;
- when hiring in any property or equipment you complete and record an inventory check, inspect all items for damage prior
 to acceptance and only return items to a person authorised to accept their return within the hire company;
- you, your agents and your employees:
 - maintain property and equipment in good condition and repair;
 - exercise due diligence and take reasonable steps to avoid or diminish any accident, injury, loss or damage, or any circumstance likely to give rise to a loss or claim insured under this policy;
 - ensure that all fire alarm systems, security systems and physical protections are fully engaged whenever a location is left unattended;
 - ensure that all property and equipment used or in use outside is fully protected against prevailing weather conditions and is used in accordance with the manufacturer's guidance and instructions.

If you fail to comply with these obligations and any others under this section, we may refuse to pay your claim or reduce any payment we make for the claim by an amount equal to the detriment we have suffered as a result.

The policy does not cover:

- property once you have sold it;
- property once you have leased, hired or rented it to others once it has passed from your legal ownership or control;
- buildings you own or normally occupy;
- machinery, plant, fixtures, fittings or other property forming part of the venue where you act as venue owner/manager and organiser of the insured event;
- any watercraft, aircraft or vehicles licensed for use on any public road unless on static display at the insured event;
- any form of data;
- plants, trees, animals or living things of any kind;
- works of art:
- technical equipment (or lighting elements and bulbs forming part of such technical equipment), marquees or temporary structures unless agreed by us in writing and specified in your schedule.

We will not pay for:

- · mysterious disappearance or unexplained loss;
- loss of or damage to technical equipment or marquees unless we have agreed to cover such equipment in writing;
- theft of property from an unattended vehicle in which insured property is left unless the vehicle is securely locked, any
 vehicle alarm is activated and all insured property is completely hidden in the storage compartment, boot or trailer and,
 if the unattended vehicle is left between sunset and sunrise, it is kept in a securely locked enclosed building or a
 secured compound;



Policy summary

- terrorism, war, nuclear risks or communicable disease, including any fear or threat of or any action taken in controlling, preventing, suppressing, responding or in any way relating to such an incident;
- the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials.
- the costs of reconstituting data or the value of any lost or distorted records or data;
- damage to or any loss arising in respect of any item of computer or digital technology which is directly caused by:
 - a cyber attack or hacker; or
 - its digital connectivity to any other item of computer or digital technology which is affected by a cyber attack or hacker.

However, we will pay for any other damage or loss which is caused by the cyber attack or hacker and which is insured under this section.



Policy summary

Event organiser – public liability

Key benefits: what risks are you protected against?

Public and products liability insurance covers you when you have to pay compensation to any third-party for accidental injury to them or damage to their property, occurring during the period of insurance and within the period of tenancy of the insured event. We will pay up to the limit of indemnity stated in the policy schedule for claims against you arising from:

- bodily injury or property damage;
- trespass or nuisance, interference with any easement or right of air, light, water or way committed during the period of insurance;
- false arrest, detention, malicious prosecution or eviction.

We will also pay defence costs incurred with our agreement for covered claims in addition to the sum insured (subject to certain exceptions) and legal costs to defend you if any government or any administrative or regulatory body brings a criminal action against you in relation to a covered claim.

Significant or unusual exclusions and limitations

We will not pay for claims arising from:

- death or bodily injury resulting from the use or application of any treatment, therapy or cosmetic product;
- goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by you other than food and drink supplied at the event;
- damage to property owned by you or in your care custody or control or the custody of any person under contract of service with you. This exclusion does not apply to:
 - property belonging to an employee or visitor while at the venue
 - the venue, including its contents, fixtures and fittings, leased or rented to you other than damage caused by the use of tools to the structure of the venue or its fixtures and fittings;
- ownership, possession, provision or use of any fireworks, bonfires, pyrotechnics, sparklers or any airborne lanterns unless provided by, set up and operated by a contractor who has their own public liability insurance indemnifying you as their client;
- ownership, possession, provision or use of any mechanically driven ride or inflatable play equipment unless they have been provided by, set up and operated by a contractor who has their own public liability insurance which indemnifies you as their client;
- ownership, possession, maintenance or use of any aircraft, remotely-controlled unmanned aerial vehicle, also known as a drone, or other aerial device;
- ownership, possession, maintenance or use of any hovercraft, self-balancing motorised scooter, watercraft (other than hand-propelled or sailing craft less than 20 feet in length on inland waters) or any mechanically propelled vehicles and their trailers. This does not apply to:
 - watercraft or mechanically propelled vehicles which are contained within the confines of the venue for the purposes of display, exhibition or demonstration; or
 - any mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation; or
 - the loading or unloading of any vehicle off the highway;
- terrorism, war or nuclear risks, including any fear or threat of or any action taken in controlling, preventing, suppressing, responding or in any way relating to such an incident;
- communicable disease or fear or threat of any such communicable disease unless:
 - the insured event is in the UK, the Channel Islands or the Isle of Man; or
 - in respect of any communicable disease which is directly attributable to food and drink supplied by you or on your behalf during the insured event;
- the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials;
- death or bodily injury of any participant caused by the action or inaction of any other participant taking part in any activity;
- injury to any person arising out of and in the course of their employment (or apprenticeship) with you;
- tour operators' liability.



Policy summary

Event organiser - employers' liability

Key benefits: what risks are you protected against?

Employers' liability insurance is compulsory for those who have employees. It covers you for compensation you have to pay to your employees for accidental injury to them, occurring during the period of insurance and in the course of their work for you at the insured event. We will pay up to the limit of indemnity stated in the policy schedule for:

- claims against you arising from death, bodily or mental injury or disease of an employee or volunteer arising out of their work for you;
- defence costs incurred with our agreement for covered claims. These costs are included within the limit of indemnity;
- legal costs to defend you if any government or any administrative or regulatory body brings a criminal action against you in relation to a claim;
- your employees' judgments for bodily injury which remain outstanding against any defendant for six months, provided that
 the injury arose out of their work for you, we would have covered your liability if you had caused the injury, and the
 judgment is assigned to us.

Significant or unusual exclusions and limitations

We will not pay for claims arising from any:

- deliberate or reckless act committed or condoned by you;
- bodily injury occurring offshore;
- claim or loss due to death or any bodily or mental injury or disease of any of your employees or volunteers whilst in, upon, boarding or alighting from a vehicle where insurance or security is required under any road traffic legislation or where you are entitled to indemnity from another source;
- war or nuclear risks, including any fear or threat of or any action taken in controlling, preventing, suppressing, responding or in any way relating to such an incident;
- the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials.

This insurance complies with the compulsory cover that you are required by law to have. You must repay all payments we are required to make under the legal provisions governing compulsory insurance of liability to employees, which we would not have been liable to pay under this section of the policy in the absence of such law.



Policy summary

Event organiser - money

Key benefits: what risks are you protected against?

Money insurance protects you for the loss of or damage to money which belongs to you, or for which you are legally liable:

- whilst it is at the venue:
 - in your personal custody or the personal custody of an employee authorised by you; or
 - in a locked safe with all keys removed;
- in the event of a robbery or attempted robbery whilst money is in transit within agreed geographical limits shown in your schedule:
 - between the venue and a bank, building society or post office; or
 - by road, rail, water, air or in person, including while being loaded, unloaded and temporarily housed overnight away from the venue.

Significant or unusual exclusions and limitations

You must comply with the following conditions:

- amounts between £10,000 and £15,000 must be carried by at least two able bodied adult employees;
- amounts between £15,000 and £25,000 must be carried by at least three able bodied adult employees;
- amounts in excess of £25,000 must be carried by a professional security company.

If you do not, we will not make any payment unless you can demonstrate that such non-compliance could not have increased the risk of the loss occurring in the circumstances in which it occurred.

We will not pay for losses arising from:

- theft or dishonesty committed by or in collusion with any principal, shareholder, partner or director or other officer or any
 employee of yours unless such theft by your employees is discovered within seven days of its occurrence;
- · unexplained loss or disappearance or inventory shortage;
- the loss or theft of money from any unattended vehicle;
- the loss or theft of money at the venue when the venue is unattended or closed for business unless the money is placed in a safe and all keys to that safe have been removed from the venue;
- any social engineering communication, fraud or dishonesty, other than direct physical theft of money;
- any electronic, online or cryptocurrency; including Bitcoin;
- terrorism, war, nuclear risks or communicable disease, including any fear or threat of or any action taken in controlling, preventing, suppressing, responding or in any way relating to such an incident;
- the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials.

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INSURANCE DETAILS

Underwritten by: Hiscox Underwriting Ltd on behalf of the insurers listed for each section of the policy

INSURED DETAILS

Insured: Normanton Town Council

Address: Town Hall

High Street Normanton WF6 2DZ

General terms and

21532 WD-EVE-UK-ORGEXH-GTC(1)

conditions wording: The General terms and conditions apply to this policy in conjunction with the specific wording

detailed in each section below

Total Premium: £ 1,579.25 Total Tax: £ 189.51 Total: £ 1,768.76



(Page: 2)

Event Name: Xmas Lights

Tenancy dates from: 29/11/2024 to 29/11/2024

Venue: Town Hall

High Street Normanton WF6 2DZ

CANCELLATION AND ABANDONMENT

Section wording: 21537 WD-EVE-UK-ORG-CNX(1)
Insurer: Hiscox Insurance Company Limited

The **sum insured** for each of the coverage parts of this section are shown below. With the exception of 'extra cover', each sum insured applies as part of and not in addition to **your** overall **sum insured** of £ 4,000

In addition to your overall sum insured of £ 4,000 we will pay up to £ 1,200 in respect of 'extra cover'.

The maximum amount we will pay under this section is therefore £ 5,200

What is Covered	Sum Insured	Deductible
Expenses	£ 4,000	Nil
Failure to vacate	£ 4,000	Nil
Additional expenses	£ 4,000	Nil
Emergency expenses	£ 4,000	Nil
Future event protection	£ 4,000	Nil
Claims expense	£ 4,000	Nil
Return of fees	Nil	Nil
Extra cover	£ 1,200	Nil
Adverse Weather - Outdoor Event	£ 4,000	Nil

Deductible Applies to: Each and every loss

Endorsements

1158.0 Removal of cover: strikes and industrial action

1172.0 Addition of cover: adverse weather

(Page: 3

Event Name: Normanton Gala Weekend
Tenancy dates from: 14/09/2024 to 15/09/2024

Venue: Haw Hill Park

Castleford Road Normanton WF6 2HB

CANCELLATION AND ABANDONMENT

Section wording: 21537 WD-EVE-UK-ORG-CNX(1)
Insurer: Hiscox Insurance Company Limited

The **sum insured** for each of the coverage parts of this section are shown below. With the exception of 'extra cover', each sum insured applies as part of and not in addition to **your** overall **sum insured** of \pounds 30,000

In addition to your overall sum insured of £ 30,000 we will pay up to £ 1,500 in respect of 'extra cover'.

The maximum amount we will pay under this section is therefore £ 31,500

What is Covered	Sum Insured	Deductible
Expenses	£ 30,000	Nil
Failure to vacate	£ 30,000	Nil
Additional expenses	£ 30,000	Nil
Emergency expenses	£ 1,500	Nil
Future event protection	£ 30,000	Nil
Return of fees	Nil	Nil
Extra cover	£ 1,500	Nil
Adverse Weather - Outdoor Event	£ 30,000	Nil

Deductible Applies to: Each and every loss

Endorsements

1158.0 Removal of cover: strikes and industrial action

1172.0 Addition of cover: adverse weather

CRISIS CONTAINMENT

Section wording: 15236 WD-EVE-UK-ORG-CRI(1)
Insurer: Hiscox Insurance Company Limited

Sums insured: £ 25,000

Sums insured applies :per crisis and in the aggregate

(Page: 4)

Geographical Limits: Worldwide

Sub Limits

Outside working hours discretionary crisis

£ 2,000

mitigation costs

Endorsements

9003.0 Crisis containment provider: Hill & Knowlton

(Page: 5

Event Name: Party Park

Tenancy dates from: 13/07/2024 to 13/07/2024

Venue:

Haw Hill Park Castleford Road Normanton

CANCELLATION AND ABANDONMENT

Section wording: 21537 WD-EVE-UK-ORG-CNX(1)
Insurer: Hiscox Insurance Company Limited

The **sum insured** for each of the coverage parts of this section are shown below. With the exception of 'extra cover', each sum insured applies as part of and not in addition to **your** overall **sum insured** of £ 15,000

In addition to your overall sum insured of £ 15,000 we will pay up to £ 4,500 in respect of 'extra cover'.

The maximum amount we will pay under this section is therefore £ 19,500

What is Covered	Sum Insured	Deductible
Expenses	£ 15,000	Nil
Failure to vacate	£ 15,000	Nil
Additional expenses	£ 15,000	Nil
Emergency expenses	£ 15,000	Nil
Future event protection	£ 15,000	Nil
Claims expense	£ 15,000	Nil
Return of fees	Nil	Nil
Extra cover	£ 4,500	Nil
Adverse Weather - Outdoor Event	£ 15,000	Nil

Deductible Applies to: Each and every loss

Endorsements

1158.0 Removal of cover: strikes and industrial action

1172.0 Addition of cover: adverse weather

Endorsements which apply to whole policy

The following terms and conditions apply to the whole policy.

Clause 34.0 Making a claim

Clause 1235.0 Additional Benefit: The Hiscox Risk Academy

All extensions are printed in full on a separate sheet

Underwriter: James Slim

Date of issue: 20/10/23

Quote valid
until 17/11/23

Page: 6)

The General Terms of this policy and the terms, conditions and exclusions of the relevant section all apply to this endorsement except as modified below:

Cancellation and abandonment: endorsements

Clause

1158.0

Removal of cover: strikes and industrial action

This **endorsement** applies to the Cancellation and abandonment section of the **policy** only.

What is not covered 9. is amended to read as follows:

9. any strike, industrial action or labour disputes, whether actual or threatened.

Underwriter: James Slim Quote valid
Date of issue: 20/10/23 until 17/11/23

Page: 7)

Clause 1172.0

Addition of cover: adverse weather

This **endorsement** applies to the Cancellation and abandonment section of the attached **policy** only.

The following is added to What is covered:

Adverse weather

If the **insured event** is necessarily and unavoidably **postponed**, **abandoned**, **cancelled**, **curtailed** or **relocated** as a sole and direct result of **adverse weather we** will pay up to the **sum insured** for **your**:

- 1. irrecoverable expenses; and
- loss of profit;

as listed in the schedule, less any savings you are able to make.

In the event of a loss you must prove to our reasonable satisfaction that:

- 1. you have paid or legally have to pay and are unable to recover the expenses; and
- 2. the profit, if listed in the schedule, would have been earned had the insured event taken place:

The following is added to **Special definitions for this section**:

Adverse weather

Extreme weather conditions which:

- 1. occur on the day of the **insured event** and are deemed by the event organiser to pose a serious threat to the safety of those attending the **insured event**; or
- occur during the period of insurance and result in conditions which the local authority consider to pose a serious threat to the safety of those attending the insured event; or
- occur during the period of insurance and prevent you or the event organiser from undertaking the necessary set up to enable the insured event to proceed due to:
 - a. concern for the safety of those responsible for the necessary set up;
 - b. reasons of physical impossibility.

Crisis containment: endorsements

Underwriter:	James Slim	Quote valid
Date of issue:	20/10/23	until 17/11/23

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Clause 9003.0 Crisis containment provider: Hill & Knowlton

Crisis line contact number (24 hours): +44(0)800 8402783 / +44 (0)1206 711796

Crisis containment provider: Hill & Knowlton

This contact number will go through to **us** during **working hours**, and will go directly to Hill & Knowlton outside of these hours.

If you first become aware of a **crisis** outside of **working hours**, you must notify **us** of the **crisis** as soon as possible within **working hours** by telephoning +44(0)800 8402783 or +44 (0) 1206 711796.

CONDITIONS, EXCLUSIONS AND EXTENSIONS

Clause 34.0

Making a claim

If **you** suffer a loss and need to make a claim **you** should notify **us** and **your** insurance broker, if **you** have one, as soon as reasonably possible using the contact information below:

Mr Robert Campbell or Mr Alex Whitaker Hyperion Adjusters Ltd 76/77 Watling Street London EC4M 9BJ

Robert Campbell:

Direct Tel: +44 (0) 20 7236 8927
Mobile: +44 (0) 7976 942912
E-mail: rcampbell@hyperionadjusters.com

<mailto:rcampbell@hyperionadjusters.com>

Or

Alex Whitaker:

Direct Tel: +44 (0) 20 7236 1099
Mobile: +44 (0) 7741 248196
Email: awhitaker@hyperionadjusters.com
<mailto:awhitaker@hyperionadjusters.com>

You will need to provide **your** policy number and full details of the claim, including the date, amount and circumstances of loss.

Underwriter: James Slim Quote valid
Date of issue: 20/10/23 until 17/11/23

Page: 9)

Clause 1235.0

Additional Benefit: The Hiscox Risk Academy

The Hiscox Risk Academy provides an interactive learning and information management system and assessment centre for you and your employees to help you better manage risks and minimise disruption to your business. The Academy allows you to manage, track and deliver training and assessments in a simple online environment.

The interactive training is tailored to the needs of your business and covers topics including fire safety, slips, trips and falls as well as mental health awareness. The editable documents and templates allow you to identify and monitor risks in your own workplace.

This service is provided as a complimentary part of your policy with Hiscox and can be accessed by registering at riskacademy.hiscox.co.uk

Clause

Using your personal information

Hiscox is a trading name of a number of Hiscox companies. The specific company acting as a data controller of your personal information will be listed in the documentation we provide to you. If you are unsure you can also contact us at any time by telephoning 01904 681198 or by emailing us at dataprotectionofficer@hiscox.com

We collect and process information about you in order to provide insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide.

For further information on how your information is used and your rights in relation to your information please see our privacy policy at www.hiscox.co.uk/cookies-privacy.

Underwriter: James Slim Quote valid
Date of issue: 20/10/23 until 17/11/23

INFORMATION ABOUT US

Name Hiscox Underwriting Ltd

Registered address 22 Bishopsgate

London EC2N 4BQ United Kingdom

Company registration Registered in England number 02372789

Status Authorised and regulated by the Financial Conduct Authority

This policy is underwritten by Hiscox Underwriting Ltd on behalf of the insurers listed below.

Insurers

These insurers provide cover as specified in each section of the schedule.

Name Hiscox Insurance Company Limited

Registered address 22 Bishopsgate

London EC2N 4BQ United Kingdom

Company registration Registered in England number 00070234

Status Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority

Underwriter: James Slim

Date of issue: 20/10/23

Quote valid

until 17/11/23



Event insurance

Policy wording

Please read this insurance document, together with any endorsements and the schedule, very carefully. If anything is not correct, please let **us** know as soon as possible.

This wording is fully protected by the laws of copyright. No unauthorised use or reproduction is permitted.

Our promise to you

In return for the premium **you** have paid, **we** agree to insure **you** in accordance with the terms and conditions of the **policy**.

Ben Horton

CUO, Hiscox Underwriting Ltd

Complaints procedure

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service. If **you** have any concerns about **your** policy or **you** are dissatisfied about the handling of a claim and wish to complain **you** should, in the first instance, contact Hiscox Customer Relations using the details below:

Hiscox Customer Relations The Hiscox Building Peasholme Green York YO1 7PR

By telephone on 0800 1164 627 or +44 (0)1904 681198 By email at customer.relations@hiscox.com

Where **you** are not satisfied with the final response from Hiscox, **you** may be able to refer **your** complaint to the Financial Ombudsman Service (FOS).

You can contact them in one of the following ways:

In writing:

The Financial Ombudsman Service Exchange Tower London E14 9SR

By phone: 0800 023 4567

By email: complaint.info@financial-ombudsman.org.uk

Website: hwww.financial-ombudsman.org.uk



General definitions

Words shown in **bold** type have the same meaning wherever they appear in this **policy**.

The words defined below are used throughout this **policy**. Any other definitions are shown in the section to which they apply.

Communicable disease

Any communicable, infectious or contagious disease, including any related variation, strain, virus, complex or syndrome.

Computer or digital technology

Any **programs**, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology or communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

Computer or digital technology error

Any negligent act, error or omission by anyone in the:

- 1. creation, handling, entry, modification or maintenance of; or
- on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of;

any computer or digital technology.

Cyber attack

Any digital attack or interference, whether by a hacker or otherwise, designed to:

- a. gain access to;
- b. extract information from;
- c. disrupt access to or the operation of; or
- d. cause damage to:

any data or computer or digital technology, including but not limited to any:

- programs designed to damage, disrupt, extract data from, or gain access to any data or computer or digital technology including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
- 2. denial of service attack or distributed denial of service attack.

Deductible

The amount you must bear as the first part of each agreed claim or loss.

Endorsement

A change to the terms of the **policy**.

Hacker

Anyone, including an employee of **yours**, who gains unauthorised access to or unauthorised use of any:

- 1. computer or digital technology; or
- data held electronically by you or on your behalf.

Insured event

The exhibition(s), conference(s), show(s), meeting(s) or other event(s) shown in the schedule.

Period of insurance

The length of time for which this insurance is in force as shown in the schedule.

This insurance document and the schedule, including any endorsements.

Personal data

Policy

Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.

Program

A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment, systems or devices.

Social engineering

Any request directed to you or someone on your behalf by a person improperly seeking to



communication

obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property that such person or third party is not entitled to.

Sum insured

The most that we will pay as shown in the schedule.

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 government(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.

Venue

The place(s) stated in the schedule where the **insured event** is to be held together with other accommodation which is essential to the holding of the **insured event**.

We/us/our

The insurer shown in the schedule.

You/your

The insured named in the schedule.

General conditions

The following conditions apply to the whole of this **policy**. Any extra conditions are shown in the sections to which they apply.

1. Information

In agreeing to insure **you** and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must provide a fair presentation of the risk and must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete. A fair presentation is one which clearly discloses in a reasonably clear and accessible manner all material facts which **you** (including **your** senior management and those responsible for arranging this insurance) know or ought to know following a reasonable search.

- 2. If you fail to make a fair representation
- a. If we establish that you deliberately or recklessly failed to present the risk to us fairly, we may treat this policy as if it never existed and refuse to make any payment under it. You must reimburse all payments already made by us and we will be entitled to retain all premiums paid.
- b. If we establish that you failed to present the risk to us fairly but that your failure was not deliberate or reckless, the remedy we will have available to us will depend upon what we would have done had you made a fair presentation of the risk, as follows:
 - i. if we would not have provided this policy, we may treat it as if it never existed and refuse to make any payment under it. You must reimburse all payments already made by us. We will refund any premiums you have paid; or
 - ii. if we would have provided this policy on different terms (other than as to premium), we will treat it as if it had been provided on such different terms from the start of the period of insurance. This may result in us making no payment for a particular claim or loss. You must reimburse any payment made by us that we would not have paid if such terms had been in effect.
- 3. Change in circumstances

You must tell us or your insurance broker, if you have one, as soon as reasonably possible, of any change in your circumstances which occur before or during the period of insurance and which may materially affect this policy (a material fact or circumstance is one which might affect our decision to provide insurance or the conditions of that insurance). We may then change the terms and conditions of this. If you are in any doubt, you should speak to us or your insurance broker, if you have one.

- 4. If you fail to notify us of a change of circumstances
- a. If **we** establish that **you** deliberately or recklessly failed to:
 - i. notify **us** of a change of circumstances which may materially affect the **policy**; or
 - ii. comply with the obligation in 1. above to make a fair presentation of the risk to us when providing us with information in relation to a change of circumstances;

we may treat this **policy** as if it no longer existed from the date of such change of circumstances and refuse to make any payment under it in respect of any claim made or any loss occurring after that date. **You** must reimburse all payments already made by **us** relating to claims made or losses occurring after such date. **We** will be entitled to



retain all premiums paid.

- b. If **we** establish that **you** failed to notify **us** of a change of circumstances or to make a fair presentation of the risk to **us** when providing **us** with information in relation to a change of circumstances, but that **your** failure was not deliberate or reckless, the remedy **we** will have available to **us** will depend upon what **we** would have done had **you** fairly presented the change of circumstances to **us**, as follows:
 - i. if we would have cancelled this policy, we may treat it as cancelled from the date that such cancellation would have been effective and refuse to make any payment under it in respect of any claim made or any incident occurring after that date. You must reimburse any payments already made by us relating to claims made or losses occurring after such date. We will refund any premiums you have paid in respect of any period after the date when cancellation would have been effective; or
 - ii. if we would have provided this policy on different terms (other than as to premium), we will treat it as if it had been provided on such different terms from the date when your circumstances changed. This may result in us making no payment for a particular claim or loss.
- 5. Premium payment

We will not make any payment under this policy until you have paid the premium.

6. Reasonable precautions

You must ensure that all reasonable care and measures are taken in order to avoid or diminish a loss under this **policy** including:

- a. ensuring that any property to be exhibited or used at the **insured event** arrives in good time;
- ensuring that all ground surfaces of the venue location are inspected for the removal of all tripping and/or slipping risks within 24 hours of the opening date of the insured event;
- ensuring that all infrastructure, connections, extranet, intranet, broadband, VLAN's, cabling, equipment, systems, WIFI, bandwidth and signal necessary for the successful fulfilment of the insured event(s) are sufficient and have been fully tested in advance of the insured event;
- d. in a prudent and timely manner in advance of the **insured event** ensuring that sufficient allowances have been made to accommodate travel time, set up time and all relevant testing and rehearsal time.

Please ensure that **you** fulfil **your** obligations under this condition. Not doing so can mean a claim is more likely or is worse than it should have been.

If **you** make a claim under this insurance and **we** determine that the loss, damage, liability, cost or expense that has resulted in a claim has been caused or adversely impacted directly by **your** failure to comply with **your** obligations under this condition, **we** may refuse to pay a claim or reduce the amount of any payment **we** make for the claim, unless **you** can demonstrate that such non-compliance could not have increased the risk of the loss, damage, liability, cost or expense occurring in the circumstances in which it occurred.

7. Multiple insureds

The most we will pay is the relevant sum insured shown in the schedule.

If more than one insured is named in the schedule, the total amount **we** will pay will not exceed the amount **we** would be liable to pay any one of **you**.

You agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the **policy**.

8. Other insurance

We will not make any payment under this **policy** where **you** would be entitled to be paid under any other insurance if this **policy** did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this **policy** not been effected. If such other insurance is provided by **us** the most **we** will pay under this **policy** will be reduced by the amount payable under such other insurance.

9. Maintenance and inspection of records

You must maintain adequate records. **We** shall have the right to inspect, at any reasonable time, the insured property and **your** records relating to this insurance and to take any copies **we** may require.



10. Cancellation

You may only cancel this insurance in accordance with the terms and conditions set out in the relevant section of this **policy**.

We may cancel this **policy** by sending **you** ten days' notice by recorded post to **your** correspondence address shown in the schedule if **you** fail to pay the premium in accordance with the written conditions **we** provide.

11. Law and jurisdiction

Unless some other law is agreed in writing, this **policy** is governed by English law. If there is a dispute it will only be dealt with in the courts of England.

12. Third parties

You and **we** are the only parties to this **policy**. Nothing in this **policy** is intended to give any person any right to enforce any term of this **policy** which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

13. Arbitration

Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.

General exclusions

The following exclusions apply to the whole of this **policy**. Any extra exclusions are shown in the sections to which they apply.

This **policy** does not cover loss, damage or liability directly or indirectly caused by, contributed to by, resulting from or in connection with:

- a. the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials;
 - any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;
 - war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;
 - d. any fear or threat of 1.a. to 1.c. above; or
 - e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 1.a. to 1.d. above;
- 2. confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.

What to do when a loss occurs

The following claims conditions apply to the whole of this **policy**. Any other claims conditions and procedures are shown in the section to which they apply.

Please ensure that **you** fulfil the obligations set out below. Not doing so may affect a claim or could result in **your** insurance being invalid.

How to make a claim

- 1. Please:
 - a. tell us and your insurance broker, if you have one, as soon as reasonably possible but in no event later than seven days after becoming aware of any incident which may result in a claim. If you think a crime has been committed, you must also tell the police as soon as possible and obtain a crime reference number from them.
 - b. give us or any agent acting on our behalf, full details as soon as reasonably possible of any incident which may result in a claim and give them all the information and assistance that they may require and co-operate fully in the investigation or adjustment of the claim.
 - c. forward to **us**, as soon as reasonably possible, every letter of claim, claim form or correspondence **you** receive if someone is holding **you** responsible for causing injury to a person or loss or damage to property.
 - d. do not admit responsibility or make an offer of payment without **our** written agreement.

If **you** fail to do so, **you** shall be liable to **us** for an amount equal to the detriment **we** have suffered as a result of **your** failure to comply with this obligation, which **we** may deduct from any payment **we** make under this **policy**.



Fraud

- If you or anyone entitled to cover in respect of any claim or loss, or anyone on behalf of you or such other person, tries to deceive us by deliberately giving us false information or making a fraudulent claim under this policy then:
 - a. **we** shall be entitled to give **you** notice of termination of the **policy** with effect from the date of any fraudulent act or claim or the provision of such false information;
 - we shall be entitled to refuse to make any payment under the policy in respect of any claim made or any loss occurring after the date of any fraudulent act or claim or the provision of such false information;
 - you must reimburse all payments already made by us relating to claims made or losses occurring after the date of any fraudulent act or claim or the provision of such false information; and
 - d. we shall be entitled to retain all premiums paid;

This does not affect **your** rights in relation to any claim made or loss occurring before the date of any fraudulent act or claim or the provision of such false information.

3. Where this **policy** provides cover for any individual who, or entity that, is not a party to the **policy**, and where such an individual or entity (or anyone on their behalf) tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy**, **our** rights set out in 2. above apply only to any individual or entity that gave the false information or made the fraudulent claim.

Recovering a loss payment

We shall be entitled at **our** discretion to take over and conduct in **your** name the investigation, defence, pursuit or settlement of any claim.

We will be entitled to pursue recovery of payments made under this insurance, in **your** name but at **our** expense, and **you** must give **us** all assistance **we** may reasonably require.



Policy wording

Please read the schedule to see if **your** loss of irrecoverable **expenses** or loss of **profit** are covered.

The General terms and conditions and the following terms and conditions all apply to this section.

What is covered

 Irrecoverable expenses and loss of profit If the **insured event** is necessarily and unavoidably **postponed**, **abandoned**, **cancelled**, **curtailed** or **relocated** as a sole and direct result of a cause which occurs during the **period of insurance** and is entirely beyond **your** control, or the control of **your** employees or agents or the event organiser, sponsors or financial supporters **we** will pay for **your**:

- a. irrecoverable expenses;
- b. loss of profit;

as listed in the schedule, less any savings you are able to make.

In the event of a loss you must prove to our reasonable satisfaction that:

- a. you have paid or legally have to pay and are unable to recover the expenses;
- b. the **profit**, if listed in the schedule, would have been earned had the **insured event** taken place.

Any fees or charges **you** retain will be deducted from the amount which **we** would otherwise have been liable to pay under this **policy**.

2. Failure to vacate

We will pay any claim for damages for which you are legally liable under contract to pay for failing to vacate the venue at the termination date agreed with the owners or management of the venue, as a sole and direct result of a cause which occurs during the period of the insured event and is entirely beyond your control or the control of your employees or agents or the event organiser, sponsors or financial supporters.

Additional covers

If **we** have agreed to pay a claim for **your** irrecoverable **expenses** or loss of **profit**, as insured under item 1 above, **we** will automatically extend **your** insurance to include the following additional covers provided a monetary amount for such cover(s) is shown in the schedule. The monetary amount(s) shown in the schedule for such cover(s) is included within and not in addition to the overall **sum insured** shown in the schedule.

3. Additional expenses

We will pay all reasonable and necessary additional expenses incurred by **you** to avoid or reduce a loss under this section. **We** will only provide this cover if:

- a. you have first obtained our prior written agreement; and
- b. such additional expenses do not exceed the amount of loss thereby avoided or reduced.

We will also, subject to **our** prior written agreement, pay the reasonable and necessary costs of advising exhibitors, visitors, delegates or providers of services to the **insured event** of circumstances which have materially affected the **insured event** and which have given rise to a loss insured under this **policy**.

4. Emergency expenses

If, between the build-up and breakdown phase of the **insured event**, **you** are unable to contact **us** in order to obtain **our** prior approval to any reasonable and necessary expenses to avoid or reduce a loss under this section **you** should proceed with any action that is necessary to avoid or reduce such loss. **We** will only provide this cover if **you** can prove to **our** reasonable satisfaction that:

- a. the emergency measures taken were reasonable and necessary; and
- b. the expenses incurred do not exceed the amount of loss thereby avoided or reduced.
- 5. Future event protection

If the **insured event** is part of a series of events during the **period of insurance** or is scheduled to reoccur after the expiry of this **policy we** will pay for the reasonable additional expenses **you** incur, with **our** prior written agreement, to minimise any adverse effect a loss insured under this **policy** may have on a subsequent event.

6. Return of fees

If loss of profit is listed in the schedule we will, subject to our prior written agreement, pay for



Policy wording

any refund of fees or charges which **you** are under no legal obligation to refund for attendance, advertising, media or sponsorship of the **insured event**. **We** will only provide such cover if **you** can prove, to **our** reasonable satisfaction, that it is commercially essential to refund such fees or charges.

Any fees or charges **you** retain will be deducted from the amount which **we** would otherwise have been liable to pay under this **policy**.

Extra cover

If we have agreed to pay a claim for your irrecoverable expenses or loss of profit, as insured under item 1 above, we will increase the overall sum insured by the amount shown in your schedule to cover damages, as described in item 2. Failure to vacate above, and any reasonable and necessary expenses, fees or charges, as described in items 3. through to 6. of Additional covers above. We will only provide this cover if the overall sum insured shown in your schedule has been exhausted by a claim we have agreed to pay.

How much we will pay

The most we will pay is the sum insured shown in the schedule.

Reinstated cover for postponed or relocated insured events

If by **postponing** or **relocating** an **insured event** a claim under this section could be avoided or reduced, in return for payment to **us** of an additional premium, **we** will reinstate cover for the **postponed** or **relocated insured event** under this **policy**. **We** may then change the terms and conditions of this **policy** or impose additional requirements.

The additional premium will be calculated at **our** discretion. **We** will calculate it by taking into account the time and place of the **postponed insured event** or the **relocated insured event** and any additional risk factors.

Deductible

You should check the schedule to see which parts of this section are subject to a deductible.

Cancellation

You may cancel this section of the **policy** for any reason by giving us 30 days' written notice.

However, the premium for this section of the **policy** is fully earned at the start of the **period of insurance**. If **you** cancel this section of the **policy** for any reason, **we** will not provide a refund of any premium paid.

What is not covered

This **policy** does not cover losses directly or indirectly caused by, contributed to by or resulting from:

- 1. any contractual breach by **you**.
 - However, this will not apply to What is covered, 2., Failure to vacate.
- a. unavailability of the **venue** as a result of any work being carried out there by contractors making it unusable in whole or in part (other than as a result of an emergency occurring after the inception of this **policy**) unless such work is unknown to **you** at the inception date of this **policy** or at the time of making the booking, whichever is the later;
 - b. the inability of the owners, managers or operators of the **venue** to obtain all necessary licences, visas, permits and approvals necessary to allow use for the **insured event**, following the work referred to in a. above.
- or in connection with any act of terrorism including any threat or fear of an act of terrorism (whether actual or perceived).

This **policy** also excludes loss directly or indirectly caused by, contributed to by, resulting from or in connection with any action taken in controlling, preventing, suppressing, responding or in any way relating to any act of **terrorism**.



Policy wording

If there is any dispute between **you** and **us** over the application of this exclusion it will be for **you** to show that the exclusion does not apply.

- national, court or religious mourning, whether declared or not. This exclusion does not apply if:
 - a. the **insured event** is being held in the United Kingdom, the Channel Islands, the Isle of Man, Switzerland, Norway or within the European Union and such mourning is for an individual aged below 75 years of age at the date of that individual's death; and
 - the death or the funeral occurs in the same country in which the insured event is scheduled to take place; and
 - c. the date of such death or funeral coincides with the date of the **insured event**.
- 5. a. any failure, withdrawal, insufficiency or inadequacy of necessary finance;
 - b. i. any financial default, insolvency or other financial failure; or
 - ii. any failure to pay;
 - of any person, corporation, entity or venture.
- a. lack of or inadequate receipts, sales or profits for an insured event or any other event linked to an insured event;
 - b. lack of or inadequate response or support, or withdrawal of support, by or from any person, corporation or entity;
 - c. lack of or inadequate attendance at or insufficient interest prior to the insured event;
 - d. variations in the rate of exchange, rate of interest or stability of any currency.
- your non-attendance or non-appearance or the non-attendance or non-appearance of any other person(s) or group(s) of persons.
- 8. any civil commotion, popular uprising, riot or martial law, whether actual or threatened, or the act of any lawfully constituted authority in the furtherance of securing or maintaining public order.
- 9. any strike, industrial action or labour disputes, whether actual or threatened. This exclusion does not apply to an **insured event** held in the United Kingdom, Channel Islands or the Isle of Man only, where the inception date of this **policy** precedes the start of the **insured event** by at least 90 days.
- 10. or in connection with any
 - a. communicable disease;
 - b. fear or threat of any communicable disease; or
 - action taken to control, prevent, suppress, respond or in any way relating to any such communicable disease.
- 11. alterations to or variance of the **insured event** without **our** prior written approval.
- 12. adverse weather in respect of:
 - a. any outdoor event; or
 - b. any insured event held under canvas or in a temporary structure; or
 - any insured event if you purchased this insurance within 14 days of the start date
 of the insured event.
- 13. any virtual or online **insured event** or any virtual or online part of any **insured event** unless declared to **us** and agreed by **us** in writing.
- any failure, outage or absence of any satellite, teleconferencing, web conferencing or similar audio, visual, data or image communication links, to or from any part of the insured event.
- 15. **expenses** and **revenue** if loss of **profit** is listed in the schedule, which have not been declared to and agreed by **us**.
- 16. pollution or contamination unless it is discovered during the **period of insurance** and is the direct cause of a loss under this **policy**.
- 17. or in connection with any of the following:



Policy wording

- a. cyber attack;
- b. hacker;
- c. social engineering communication;
- d. any fear or threat of 17.a. to 17.c. above; or
- e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 17.a. to 17.d. above;

affecting **you** or any third-party including but not limited to any utility supplier, venue or accommodation provider, transportation provider, infrastructure provider or other service provider.

- 18. or in connection with any:
 - a. computer or digital technology error;
 - other unintentional or negligent act, error or omission by anyone in, affecting or in any way relating to the use, operation or control of any computer or digital technology; or
 - c. i. partial or total mechanical failure or breakdown of; or
 - partial or total unavailability of, failure of or inability to access, process, use or operate;

any computer or digital technology;

affecting **you** or any third party including but not limited to any utility supplier, venue or accommodation provider, transportation provider, infrastructure provider or other service provider.

19. or in connection with any actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to **personal data**.

Your obligations

Please ensure that **you** fulfil the obligations set out below. Not doing so may affect a claim. If **you** do not fulfil the obligations then **we** may reduce any payment **we** make by an amount equal to the detriment **we** have suffered as a result.

Signed contracts and necessary arrangements

You must ensure that all necessary contracts in connection with the **insured event(s)** are agreed and confirmed in writing with **you** and that all necessary authorisations, including but not limited to any licences, permits, visas or intellectual property rights, are obtained in a timely manner and are valid for the period of the **insured event(s)**.

Adequate rehearsal and testing

You must ensure that **you** have made sufficient allowances for travel time, set up time and all relevant testing (including all computer systems and connections) and rehearsal time in a prudent and timely manner in advance of the **insured event**.

Legal requirements

You must observe and comply with the requirements of any relevant law, ordinance, court or regulatory body.

Special conditions for this section

Under insurance

If, at the time of loss, **we** establish that the **sum insured** does not represent the maximum possible loss of irrecoverable expenses or loss of profit, **we** will only pay the proportion of the loss that the **sum insured you** have declared to **us** bears to the maximum possible loss of irrecoverable expenses or loss of profit.

We will only apply this calculation if:

- we establish that the values declared to us are less than 90% of the actual maximum possible loss; and
- we establish that your failure to declare the actual maximum possible loss was not deliberate or reckless and was a breach of your obligation to:



Policy wording

- a. make a fair presentation of the risk to us before the start of the period of insurance; or
- notify us of a change of circumstances in relation to maximum possible loss, which
 may materially affect the policy; or
- c. make a fair presentation of the risk to us when notifying us of a change of circumstances in relation to the maximum possible loss, which may materially affect the policy.

This remedy may apply in addition to General conditions 2. b.ii. and 4. b. ii. If **your** failure to declare the maximum possible loss was deliberate or reckless, the remedy under General conditions 2.a. or 4.a. will apply.

Premium and claims expenses

The premium and any expense incurred in the formulation of a claim are not covered by this **policy**.

Special definitions for this section

Abandoned/abandonment

The inability to complete the insured event once started.

Cancelled/cancellation

The inability to proceed with the insured event prior to starting.

Curtailed/curtailment

Any element of the **insured event** having:

- 1. to be altered substantially from the pre-planned schedule or programme; or
- 2. to close, in whole or in part, earlier than the published closing date.

Expenses

The total of all costs and charges **you** will incur and cannot avoid paying if the **insured event** is **postponed**, **abandoned**, **cancelled**, **curtailed** or **relocated**. This includes written financial undertakings, declared to and agreed by **us**, which **you** have made to reserve or provisionally book optional accommodation, transportation, tours and the like, which are to be offered in connection with the **insured event**.

Profit

The amount by which revenue exceeds expenses.

Postponed/postponement

The unavoidable deferment of any or all of the insured event to another time.

Relocated/relocation

The unavoidable removal of the **insured event** to another place.

Revenue

The total income paid or payable to you from any source in connection with the insured event.



Crisis containment

Policy wording

Please read the schedule to see if **crisis containment costs** are covered.

The General terms and conditions and the following terms and conditions all apply to this section.

What is covered

Crisis containment costs

We will pay crisis containment costs incurred within the geographical limits shown in the schedule with our prior written consent as a direct result of a crisis commencing during the period of insurance.

Outside working hours discretionary crisis mitigation costs

We will also pay **crisis containment costs** incurred within the geographical limits shown in the schedule without **our** consent in carrying out immediate work outside of **working hours** to limit or mitigate the impact of the **crisis**. Any such work done by the **crisis containment provider** will not be confirmation of cover under this or any other section of this **policy**.

How much we will pay

The most **we** will pay under this section is the amount shown in the schedule, irrespective of the number of **crises** or **insured incidents**. **We** will pay the **crisis containment provider** directly for **crisis containment costs** covered under this section of the **policy**. All **crises** arising from the same original cause, a single source or a repeated or continuing problem will be regarded as one **crisis**.

What is not covered

We will not make any payment for:

- 1. crisis containment costs relating to any claim or part of a claim not covered by this policy.
- 2. costs which are covered under any other section of this **policy**.
- 3. any crisis containment costs directly or indirectly due to:
 - a. any incident, act, investigation or problem that affects **your** profession or industry; or
 - governmental regulations which affect another country or your profession or industry; or
 - socioeconomic changes or business trends which affect your business or your profession or industry.

Your obligations

Please ensure that **you** fulfill the obligations set out below. Not doing so may result in **your** claim not being paid.

If a crisis arises during working hours

If you first become aware of the crisis during working hours you must notify us of it as soon as reasonably possible by phoning us on the number stated in the schedule.

We will then determine if the incident, act or problem that you have notified would give rise to a covered claim under any other section of this policy. If we determine this to be the case then we will contact the crisis containment provider to assist you in the management of the crisis.

If **we** determine that the incident, act or problem that **you** have notified would not result in a covered claim under any other section of this **policy** then **we** will not make any payment under this section.

You must co-operate fully with us, the crisis containment provider and any of our representatives in the management of the crisis.

If a crisis arises outside of working hours

2. If you first become aware of the **crisis** outside of **working hours you** must notify the **crisis containment provider** as soon as reasonably possible by phoning them on the number stated in the schedule. **You** must also notify **us** of the **crisis** as soon as reasonably possible within **working hours** by telephoning the number stated in the schedule.

You must co-operate fully with the **crisis containment provider** in the management of the **crisis**.



Crisis containment

Policy wording

Special definitions for this section

Crisis A time of severe difficulty in your activities or danger to the insured event as a result of an

insured incident that could, if left unmanaged, cause adverse or negative publicity of or

media attention to you or the insured event.

Crisis containment costs Reasonable and necessary costs incurred in utilising the services of the crisis containment

provider to limit or mitigate the impact of a crisis.

Crisis containment provider The person or company named in the schedule.

Insured incident An incident, act or problem that in your good faith opinion could potentially give rise to a

covered claim being made by you under any other section of this policy.

Working hours The hours between 09:00 and 17:00 on any day other than Saturday, Sunday or a public holiday.

Hiscox Event Insurance Statement of Fact

Policy: HU EVT 7470696 (2)



Insured: Normanton Town Council

By accepting this insurance you confirm that the facts stated below are true. We have relied on these facts and all the information that you or anyone on your behalf provided, in agreeing to provide this insurance and in setting the terms and premium.

You must read this document to ensure that all the facts stated below are accurate and complete. If any of the facts stated below or any of the information provided to us is not correct or needs to be changed, you must tell us before the start of the period of insurance.

If there are changes to this information during the period of insurance you must tell us. When we are notified of a change we will tell you if this affects your policy. If you do not inform us about a change it may affect any claim you make or could result in your insurance being invalid.

What you have told us about your business and event(s)

About You	
Have you (or any fellow director or partner) ever been declared bankrupt or been involved in any company or business which has gone into liquidation, receivership or come to an arrangement with creditors in the last five years?	No
Have you (or any fellow director or business partner) ever been convicted of or charged with a criminal offence, other than a minor motoring offence not resulting in disqualification or conviction spent under the Rehabilitation of Offenders Act 1974?	No
Have you been prosecuted under the Health & Safety at Work Act or other statute or regulation?	No
Have you (or any fellow director or partner) ever had any event or liability insurance insurance policy avoided, cancelled or had special terms imposed by an insurer?	No
Have - you, or - any past or present director, partner, principal or manager suffered any claim or loss within the last five years that would fall within the scope of the proposed insurance?	No
Are you aware of any existing circumstances at the time of purchasing this insurance which might develop and give rise to a claim under any part of this insurance?	No
You undertake to exercise all ordinary and reasonable precautions for the safety of employees, persons and property at the event(s)	Yes
You have obtained all the necessary contracts, licenses, permits, visas and permissions from all suppliers, relevant authorities and emergency services in order to hold the event(s), and the venue(s) are	Yes
A written risk assessment will be carried out and the findings implemented prior to the event(s) build up	Yes
The event(s) is not political or controversial in nature, nor does it attract any pressure groups	Yes
You accept a policy in English	Yes
Cancellation and abandonment	
Would the cancellation of any other event affect this event in any way?	No
More than 25% of attendees are travelling from outside of the country of the event	No
Will any part of the event be held in the open, or in a tent, marquee or temporary structure?	No
Would the cancellation of any other event affect this event in any way?	No
More than 25% of attendees are travelling from outside of the country of the event	No

Hiscox Event Insurance Statement of Fact

Policy: HU EVT 7470696 (2)



Insured: Normanton Town Council

Will any part of the event be held in the open, or in a tent, marquee or temporary structure?	No
Would the cancellation of any other event affect this event in any way?	No
More than 25% of attendees are travelling from outside of the country of the event	No
Will any part of the event be held in the open, or in a tent, marquee or temporary structure?	No