

Name of Member NABAS DRAFT
NABAS

Address DRAFT DRAFT DRAFT DRAFT

Business Description

The practice of selling, hiring, decorating, sculpting & displaying balloons and allied products and flowers including exploding balloons, LED balloons, Chinese confetti bursts, flutter fetti, table centre pieces with candles (with & without balloons), celebration cakes and Christmas trees as part of decorations (provided Christmas trees are erected outdoors) excluding all other special effects. Additional miscellaneous activities also covered are listed below:

- 1) Hiring of catering utensils including plate warmers, table cloths, chair covers, starlight backdrops, LED uplighters, temporary dance floors and chocolate fountain, popcorn & candy floss machines
- 2) Provision of "slight of hand" & "prop based" magic and juggling entertainment (excludes hazardous tricks involving powder flashes, knives and the like)
- 3) Hiring of sky-guy signs
- 4) Hair Beading and Face Painting**
- 5) Operation of unmanned concession stalls within bona fide retail centres for the purposes of selling goods listed in above business description
- 6) Use of, Hire and/or Supply of helium & nitrogen gas bottles and the use of associated pressure regulators or compressors/electric inflators for the purpose of inflating balloons
- 7) Manufacture/Retail of dress jewellery
- 8) Manufacture/Retail of printed ribbons
- 9) Fancy Dress Hire
- 10) Organising of themed children's parties and story booths
- 11) Teaching/training in respect to NABAS related courses
- 12) Supply of decorated cakes for parties and functions
- 13) Supply of candy buffets & fun casinos
- 14) Provision of Glitter Tattoos – Excluding facial work and subject to the use of products specifically designed for the purposes of glitter tattoos
- 15) Provision of clothes parties
- 16) Provision of Nappy Cakes
- 17) Tarot Reading
- 18) Retail of fancy goods at trade fairs and markets
- 19) Provision of gift wrapping service
- 20) Use of decorative mannequins, red carpet, battery floor lights, rope and pole barrier etc. at venues
- 21) Provision of favour tree
- 22) Provision of bespoke stationary
- 23) Provision of themed photo booths
- 24) Provision of tombola , hoopla and ice cream tricycle at private events (excluding use on the public roads and highways)
- 25) Princess & mascot appearances
- 26) Use of ice cream tricycle at bespoke public events (excludes "Products Liability)

It is a condition precedent to liability that in respect of all exploding balloons, Chinese confetti bursts and flutter fetti using a detonating device, the following precautions are adhered to:

- (a) Instructions for use and safety guidelines must be verbally communicated to the responsible adult detonating the devices
- (b) The decoration must not be exploded adjacent to any combustible material
- (c) A fire extinguisher must be present in the room

**In respect of any face painting it is a condition precedent to any liability that only purchased products specifically designed for face painting are used.

Employers Liability

Limit Of Indemnity	£10,000,000
Insurance Company	Hiscox Insurance
Policy Number	HU P16 1432274
Expiry Date	28/02/19

Public/Products Liability**

Limit of Indemnity	£5,000,000 (in aggregate for Products)
Insurance Company	Hiscox Insurance
Policy Number	HU P16 1432274
Expiry Date	28/02/19

Professional Indemnity

Limit of Indemnity	£100,000
Insurance Company	Hiscox Insurance
Policy Number	HU P16 1432274
Expiry Date	28/02/19

Specific Exclusion Extensions

Products Liability is excluded in respect to any retail activity at indoor/outdoor markets and the like.

Public Liability - Indemnity to Principal; Crisis Containment - £25,000 limit; **DAS Legal Advice Line**

IMPORTANT:

Maximum Number of 10 Employees
The standard policy cover allows for a maximum of 10 employees per member. Additional employees can be added by request, subject to an additional premium

Important Information

Business Title & Business Description

In addition to the main Company name it is essential that you detail all subsidiaries and a separate policy is usually required for associated companies. Your Insurers will only provide cover for the activities detailed in the policy. Other activities must be discussed and agreed with them for cover to be operative.

Warranties / Conditions

If a Warranty or Condition is breached, this may make your policy voidable or cover invalid and so it is vital that they are complied with precisely.

Disclosure of Material Facts

Whilst we endeavour to know about the various aspects of your business, we must remind you of the importance of your continuing obligation to disclose material facts to your Insurers. Examples of this are accurate details of previous claims/incidents, drivers of company vehicles with motoring convictions or a change in business activities or circumstances. The Insurer has no obligation to make enquiry of you. Failure to disclose can invalidate cover. We recommend you seek our advice if you are in any doubt as to what constitutes a material fact.

Health & Safety

Legally you cannot ignore this aspect of your business. Insurers increasingly consider your attitude and implementation of Health and Safety and Risk Management controls. For more information please consult website www.hse.gov.uk

Employers Liability

To comply with compulsory insurance legislation a Certificate of Employers Liability Insurance must be displayed at all premises & a copy retained by you for 40 years.

Pollution Liability

Liability is automatically excluded in respect of pollution or contamination unless caused by a sudden, identifiable, unintended and unexpected incident.

Claims Notification

You are obliged under policy conditions to notify your Insurers immediately of any circumstance or event that may give rise to a claim under the policy, **even if you feel you are not liable for the incident**. Failure to do so can prejudice your policy cover. Recent guidelines tell us that you should report any incident where a formal claim is made against you or where you have caused damage to third party property. Additionally, you should report to us all personal injury claims involving; an absence from work of 3 days or more, injury to a child, head injury, fractures or breaks, fatal accidents, loss of finger(s) and all other amputations, incidents requiring ambulance attendance or hospital treatment.

Reasonable Precautions

Your policy requires you to take all reasonable steps to prevent accident incident, injury and damage. You should safeguard any property insured and maintain such property in a good state of repair.

Asbestos

Most Insurers will not provide an indemnity in respect of claims arising directly or indirectly from mining, processing, manufacturing, removing, handling, disposing of, treatment of, distributing or storing of asbestos. It is therefore vital that you check your specific policy for scope of cover provided.

Statutory Inspection

Certain items of equipment such as pressure systems, lifting machinery, power presses & local exhaust ventilation require statutory inspection at specified intervals. Engineers will try to note and/or examine any additional items during their visit(s), but it remains the client's responsibility that examinations are carried out according to the relevant legislation. It is therefore essential that an accurate schedule of plant is provided and kept up-to-date. In the event of non-compliance, authorities such as the Health & Safety Executive will pursue the owner, not the insurer.

Terrorism

Acts of Terrorism (other than legal liability) are now totally excluded and the previous inner limits no longer apply. Cover can be purchased in its entirety as an optional peril from specialist insurers and quotations are available upon request. Legal Liability Covers are subject to limitations and restrictions. Please refer to your specific policy for the appropriate limits.

If you need to discuss any matters mentioned above, please contact us.

Your Duty of a Fair Presentation

The Insurance Act 2015, effective from 12th August 2016, is a major piece of legislation that fundamentally changes how risk information is provided to insurers. The Act also changes the laws governing how insurers apply conditions and deal with fraudulent claims. Every business that buys insurance will be affected by the Act.

To ensure that your business is adequately covered, you have an ongoing responsibility to share all material circumstances about your business accurately and in good faith. Details about your business, its activities and how it is managed must be reported to your Insurers. This means you must disclose:

- All known material circumstances which may influence your insurers' assessment of the risk, for example: Changes to your address, premises or security; Contractual obligations to customers and suppliers; Changes to processes or your customer base; New products and services; Importing/Exporting to or from foreign markets; Opening offices or employing staff overseas; Past convictions, County Court Judgements, Bankruptcies or Company/Individual Voluntary Arrangements; Been the subject of a recovery action by HM Revenue and Customs; Been prosecuted, served prohibition or served an improvement order or notice under Health and Safety legislation or Environmental protection legislation; Been disqualified from being a company director
- The knowledge of your senior management team, as well as any directors, middle management and staff who may have knowledge of information material to the nature of your business now or any changes which might affect the profile of your risk in the future.
- You are obliged to undertake a reasonable search of any information relating to your business held by external parties employed to advise the business, such as consultants, managing agents, accountants, solicitors or risk managers.

If you have any doubts or concerns, please contact me.

This confirmation was issued by Steve Parish, Jelf Clarke Roxburgh, 19 Gloucester Road, Ross On Wye, Herefordshire, HR9 5LQ

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This document is intended as a brief commentary and summary of cover provided only. For full cover and policy details reference must be made to the proposal form and policy documentation.

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