



# **CONFIRMATION OF COVER**

### **BAPIA Limited & It's Associated Members**

We would inform you that we act as the Insurance Brokers for the above client and can confirm the following insurance covers provided as part of your BAPIA membership.

The cover is only valid while your BAPIA membership is current and up until your Membership Expiry date.

### **Member Details:**

Jim Pye, Moon And Stars Events

1a Mercer Street Clayton le moors Bb5 5nz England

**Combined Liability** 

Insurer Hiscox Insurance Company Limited

Policy Number PL-PSC10003408293/03

Policy Expiry Date 25-April 2026

Employers' Liability £10,000,000 each and every claim or loss, including defence costs but excluding

representation costs

Geographical Limits Worldwide

Public Liability £10,000,000 each and every claim or loss excluding defence costs and criminal

proceeding costs

Geographical Limits United Kingdom and European Union

Products Liability £10,000,000 single limit for all claims and defence costs for BAPIA in its entirety

Geographical Limits United Kingdom and European Union

Professional Indemnity £100,000 each and every claim or loss, excluding defence costs

Geographical Limits Worldwide

Crisis Containment £25,000

Policy Excess Third Party Property Damage: £250 each and every claim

We trust this is sufficient evidence of insurance, however if you have any queries please do not hesitate to contact us, we would be happy to help.

Yours faithfully,

Alan Doucy

Managing Director Sharrocks The insurance people

Sharrocks Insurance Services Ltd. High Street, Sheerness, Kent ME12 1UD

01795 580 800 enquiries@sharrock-insurance.com www.sharrockinsurance.co.uk Authorised and Regulated by the Financial Conduct Authority Sharrock Insurance Services Ltd Registered Address: Company No. 6842697 Managing director: Alan Doucy





### Member Details: Jim Pye, Moon And Stars Events

Important Notice

The insurance provided by these policies is only valid up until the expiry date of your membership.

**Combined Liability Insurance** 

Insurer: Hiscox Insurance Company

Limited Policy Number PL-PSC10003408293/03

Policy Expiry Date 25<sup>th</sup> April

2026

#### Indemnity

You will only be indemnified by this policy up until the policy renewal date or the expiry date of your membership whichever comes first.

#### **Business Description**

Selling, hiring, decorating, and displaying balloons, flowers, party and allied products including: Exploding balloons, Chinese confetti bursts, table centrepieces with candles and Christmas Trees as part of the decoration (provided trees are erected outdoors) but excluding all other special effects.

### Additional Miscellaneous activities (including provision or hire of) also covered are listed below:

Light up letters & numbers

Teepees & sleepover parties

Bell tents (max 5 meter)

Sequin & shimmer walls

Candy Carts & buffets, ice cream dispensing, chocolate fountains

Candy Floss/Popcorn/Slush Puppy drink operators

The supply of decorated cakes for parties and functions

Doughnut & Prosecco Wall

Provision of "slight of hand" magic and juggling entertainment (excluding hazardous tricks involving powder flashes, knives and the like)

Hair beading, face painting & Glitter Tattoos

Airbrushing

Arts & crafts parties - Glues, child safe scissors, paints, stickers, musical instruments, sensory toys, bubbles etc

Small Soft play equipment hire – excluding stay and play sessions

Children's party games & disco

Hiring of catering utensils including plate warmers, tablecloths and chair covers

Fancy dress hire

Organising of themed children parties

Training in balloon décor skills

Venue decoration with fabric and starlight backdrops

Supply of stationery for events

Photo backdrops & magic mirrors

Mascot hire – with & without person inside

Operation of unmanned concession stalls within bona fide retail centres for the purpose of selling goods listed in the above business description

Hire and or supply of helium gas bottles for the purpose of inflating balloons and hire of helium regulations and electric air inflators

Manufacture and sale of re-shaped crayons

Garden Igloos up to 3.5 meters in diameter

Manufacture/Retail of dress jewellery & printed ribbons

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Provision of Nappy cakes & Clothes parties

Retail of fancy goods at trade fairs and markets

Provision of gift wrapping service

Use of decorative mannequins, red carpet, battery floor lights, rope and pole barrier etc at venues

Provision of Favour tree

Creation and supply of edible bouquets, hand castings, fruit, cookie buffets and the sale of homemade chocolates and also sale of bouquets with bottles of alcohol

Hire of Neon signs

Small and basic Pamper Parties for children and accompanying adult – excluding professional beauty treatments

Set up and supply of balloon drops (subject to height limit exclusion – see below)

Supply and hire of Photo Booths

Use of cold sparks machines

Paint & Sip parties

Conditions, Warranties and Endorsements applied to the policy in respect of Public and Products Liability

Policy Excess: £250 each and every claim





#### Customer specific clause

### Amendment of cover: certain equipment and products

The following is added to Your obligations:

Certain equipment and products

In relation to any exploding balloons, Chinese confetti bursts or flutter fetti, you must demonstrate to our satisfaction that:

- a. full manufacturer's instructions for use were provided to your client;
- b. safety guidelines were verbally communicated to a responsible adult using the devices;
- c. they were not detonated near any combustible material; and
- d. fire extinguishers were present in the room.

We will not make any payment under this section in respect of any incident occurring while you are not in compliance with these conditions 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.

## Customer specific clause

Amendment of cover: equipment hire

The following is added to Your obligations:

Equipment hire

In relation to the hire of any equipment, you must demonstrate to our satisfaction that:

- a. all equipment was inspected prior to and immediately after hire;
- all equipment defects were rectified, pre-hire;
- c. all hirers of equipment were provided with:
  - i. full manufacturer's instructions for the equipment; and
  - ii. guidelines on the safe operation of the equipment;
- d. all equipment was maintained in line with manufacturer's guidelines; and
- e. records were kept on all of the above.

We will not make any payment under this section in respect of any incident occurring while you are not in compliance with these conditions 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.





### Customer specific clause

Amendment of cover: face painting and pamper parties

The following is added to Your obligations:

Face painting and pamper parties

In relation to any face painting or pamper party activities, you must demonstrate to our satisfaction that:

- a. you were only using products specifically manufactured for such purposes; and
- b. the face paints used were water based only.

We will not make any payment under this section in respect of any incident occurring while you are not in compliance with these conditions 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.

### Customer specific clause

Amendment of cover: tents, marquees and gazebos

The following is added to Your obligations:

Tents, marquees and gazebos

In relation to the sale, supply, installation or use of bell tents, igloo tents, marquees or gazebos, **you** must demonstrate to **our** satisfaction that **you**:

- a. maintained and installed the equipment in line with manufacturer's guidelines;
- inspected the equipment for defects prior to installation; and
- c. undertook risk assessments, including the consideration of windspeed, before installation.

We will not make any payment under this section in respect of any incident occurring while you are not in compliance with these conditions 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.

### Customer specific clause

# Addition of cover: individual member

The following is added to Special definitions for this section:

## Individual member

Any person who is a current member of you, provided that such person:

- a. elected to participate in the group professional indemnity and public and products liability policy;
- b. has been accepted by us; and
- c. complies with your quality assurance standards.

# Special definitions for this section, You/Your is amended to read as follows:

- any individual member or
- b. any person who was, is, or during the **period of insurance** becomes any **individual member's** partner, director, senior manager performing activities in the course of the **individual member's business** but only where the **individual member** has paid the applicable additional premium

#### Removal of cover: Abuse or molestation

We will not make any payment for any claim or loss directly or indirectly due to abuse or molestation.

### Removal of cover: work at specified height

We will not make any payment for any claim or loss directly or indirectly due to work performed at a height exceeding the height declared by you in your latest statement of fact relating to this policy.

**Height Limit Stated as 10 Meters** 





## Conditions, Warranties and Endorsements applied to the policy in respect of the whole policy

### Customer specific clause

### Amendment of cover: General conditions - Aggregate limit

Aggregate limit 9. Is amended to read as follows:

Where a section of this **policy** specifies an aggregate limit, this means **our** maximum payment per member or club of **yours** for all relevant claims or losses covered under that section of **your policy**.

### Customer specific clause

Amendment of cover: how much we will pay

How much we will pay , is amended to read as follows:

The most **we** will pay for the total of all claims and losses for each of your members is the limit of indemnity shown in the schedule. The member must pay the **excess** stated in the schedule for each claim or loss arising from their work, including in respect of **defence costs**. **We** will have no further liability for that member for any claim or loss once the limit of indemnity is reached.

### Customer specific clause

# Removal of cover: Sale or supply of certain products

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to the sale, supply or distribution of any of the following:

agricultural supplies, pesticides, fungicides or animal feeds;

fireworks, pyrotechnics or explosives;

flammables, liquid or gaseous fuels or their appliances;

medical or health products or pharmaceuticals;

motor cycles or vehicles, watercraft, aerial devices or associated equipment;

sex aids or adult toys;

tobacco, e-cigarettes or drug paraphernalia; or

weapons or munitions.





<u>Customer specific clause</u> Amendment of cover: products

How much we will pay, Special limits, Products is amended to read as follows:

Products

For claims arising from **your products**, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**, per club.

### Amendment of cover: cyber definitions & general exclusions

### A. Repositioned definitions: Cyber and personal data

We have repositioned the following cyber and personal data related definitions, moving them from the **Special definitions** of each applicable policy section to now sit within the **General definitions** in the General terms and conditions. We have also updated some of these definitions.

Depending on the cover(s) that you have selected and whilst we update the layout across all our policy wordings, some of these definitions may still be present in the **Special definitions for this section** of **your** policy wordings. Where this is the case, this **endorsement** shall apply:

### Changes to Special definitions:

The following definitions are deleted from the Special definitions for this section:

Computer or digital technology Computer or digital technology error Cyber attack Hacker

### Personal data Social engineering communication

Definitions of each of these terms are now set out in the **General definitions** in the General terms and conditions including, where applicable, updated definitions.

#### B. Amendment of cover: General exclusions

The following is added as a new introductory sentence to the start of the **What is not covered** section of each policy wording:

In addition to the **General exclusions** set out in the General terms and conditions, the following exclusions also apply to this section of **your policy**.

Should you have any queries regarding the cover provided by these insurances or any other insurance matter please contact Sharrocks on 01795 580800 or email <a href="mailto:enquiries@sharrock-insurance.com">enquiries@sharrock-insurance.com</a>

#### **BAPIA Legal Advice Line**

As part of your BAPIA Membership you have access to a 24 hours a day 7 days a week Business Legal Advice Line provided by ARAG. This provides:-

24/7 Business Advice24/7 Tax AdviceAccess to suite of sample business legal documents





Legal & Tax Advice Legal advice is available 24 hours a day, 365 days of the year, and tax advice is available between 9am and 5pm on weekdays (except bank holidays). We give advice about business-related legal matters within UK, Isle of Man, Channel Islands and EU law and tax matters within the UK. Your query will be dealt with by a qualified specialist who is experienced in handling legal and tax-related matters.

### Business Legal and Tax Advice Helpline 0330 303 9190

Business Legal Services Register on your first site visit www.arag.co.uk using voucher code X1232KC79BB5 Discover law guides and create legal documents and letter to assist with commercial legal matters.

### **Identity of Insurers**

#### **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 and the Prudential Regulation Authority.

**ARAG plc** is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN. ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369.