

**LIABILITY INSURANCE SCHEDULE**

This document is to be read in conjunction with the Policy Wording and Statement of Fact which together form **Your** Insurance policy

Broker : Gomm Insurance

Schedule No : NP014584/01/22

Insured : Boogie Bounce Xtreme Ltd

Trading as :

Premises : Unit 43, Greendale Farm
Burton Road
Elford
Tamworth
West Midlands
B79 9DJ

Business : Fitness Instructors and Supply of Trampolines

The Sections Covered

| | | | |
|---------------------|---------|---------------------------|-------------|
| Employers Liability | Covered | Products Liability | Covered |
| Public Liability | Covered | Property Owners Liability | Not Covered |
| | | Legal Expenses | Not Covered |

Schedule of Underwriters

Chaucer Insurance Company DAC - UMR B1000P047452021

The unique market reference B1000P047452021 allows Nilefern Limited (trading as Nelson Policies at Lloyd's) to sign and issue this policy on behalf of the above underwriter.

Policy Wording; Liability Insurance Policy Wording; Version CIC CGLW 0521

Period of Insurance : 00:01 28 January 2022 TO 24:00 27 January 2023

Premium : £4,543.71

Insurance Premium Tax : £545.25

Administration Fee : £35.00 **Total Amount Payable :** £5,123.96

Signed

T Simpson

This insurance is not valid unless this schedule has been signed by a duly authorised person.

**CONTINUATION OF SCHEDULE****FORMING PART OF AND ATTACHING TO POLICY NUMBER : NP014584/01/22****The Sections**

| Section 1 - Employers Liability | Sum Insured |
|--|-------------|
| Limit of Indemnity | £10,000,000 |

Wages

| | |
|------------------------|---------|
| Clerical | £75,000 |
| Manual | £20,000 |
| Directors / Principals | £20,000 |

| Section 2 - Public Liability | Sum Insured |
|-------------------------------------|-------------|
|-------------------------------------|-------------|

| | |
|--------------------|--------------|
| Limit of Indemnity | £2,000,000 |
| Turnover | £1,200,000 |
| USA Turnover | Not Included |

| Section 3 - Products Liability | Sum Insured |
|---------------------------------------|-------------|
|---------------------------------------|-------------|

| | |
|--------------------|------------|
| Limit of Indemnity | £2,000,000 |
|--------------------|------------|

Section 4 - Property Owners Liability

| | |
|--------------|--------------|
| Not Included | Not Included |
|--------------|--------------|

Essential Business Legal Expenses

Not Included

Policy Excesses

| <u>Description</u> | <u>Excess</u> |
|---------------------------|-----------------------------|
| Employers Liability | £0.00 Each and Every Loss |
| Public Liability | £500.00 Each and Every Loss |
| Products Liability | £500.00 Each and Every Loss |
| Property Owners Liability | Not Applicable |



CONTINUATION OF SCHEDULE

FORMING PART OF AND ATTACHING TO POLICY NUMBER : **NP014584/01/22**

Subjectivities

N/A

Other Interested Parties

Not Applicable

Special Additional Conditions

Instructors Liability:

We shall cover **You** under Section 2 and 3 of this Policy against Instructors liability at £100,000.

It is noted that instructors will carry out the following duties:

1. Train new instructors
2. Train master trainers.
3. Deliver sample classes at fitness exhibitions.
4. Demonstrate and provide a sample class to potential gyms and their members.
5. Demonstrate classes to the public in parks or town centres.
6. Enable selected instructors to attend and demonstrate at fitness exhibitions.
7. Enable master trainers to train up new instructors.

Trainers:

It is noted that Trainers will have their own public liability insurance for the purpose of running their own classes.

Public Demonstrations:

It is noted that demonstrations will be carried out with general public interaction. The insured will also attend charity events whereby members of the public can experience Boogie Bounce under supervision of trained instructors. Fitness exhibitions are also carried out via taster classes for those with an interest in joining the programme. In other instances, some demonstrations will be carried out in existing gyms, whereby the insured arranges taster classes for existing members.

Reconditioned Products (No Resale):

It is further noted and agreed that the re-use of reconditioned/second hand products by instructors is recognised, provided that these items are tested before allocation. It is a condition that the re-sale of these reconditioned products is strictly forbidden.

Policy Note:

A 15 year old is to be shadowing the trainers to gain experience and see how they work.

They will not be gaining a wage, and won't be officially working till they are 18.

Subject to all Terms, Conditions and Exclusions of this risk.

Geographic Note:

Policy subject to all work being carried out in the UK.



CONTINUATION OF SCHEDULE

FORMING PART OF AND ATTACHING TO POLICY NUMBER : **NP014584/01/22**

Endorsements

Bona Fide Sub Contractors Condition

We will not cover **You** under this Policy in respect of any claim arising out of or in connection with work undertaken on **Your** behalf by bona fide independent contractors (not defined as an **Employee** under this Policy) unless at the time of engaging such contractors **You** obtain and retain a copy of the relevant insurance policy schedule or other proof thereof that such contractors have in force

- (a) an approved Employers Liability insurance in accordance with any law relating to compulsory insurance of liability to employees and
- (b) Public and Products Liability insurance suitable for the nature of the work undertaken on behalf of **You** and with a limit of indemnity not less than that applying to this Policy and containing an payment to principals clause.

Participant to Participant Exclusion

We shall not cover **You** under the Employers & Public Liability Sections of this Policy against liability arising from **Injury** caused by the acts and/or omissions of any participant towards another participant.

Gymnasium Condition

You agree that **You** will:-

- a) inspect all equipment at least once each week and repair any defects found immediately
- b) obtain an industry recognised "Health & Gym experience questionnaire" from all members and/or participants
- c) where a member and/or participant has insufficient experience or fitness level provide an adequate induction course for the said member and/or participant

In the event of breach of this term, **We** shall have no liability under this Policy, unless **You** show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Bodily Treatment Exclusion

We shall not cover **You** under the Public & Products Liability Sections of this Policy against liability arising from the provision of any medical or other bodily treatment (other than first aid and ambulance services).

Pharmaceutical Drugs Exclusion

We shall not cover **You** under the Public & Products Liability Sections of this Policy against liability arising from the provision and/or administration of drugs and/or pharmaceuticals of any nature.

Abuse Exclusion

We shall not cover **You** under Section 2 of this Policy against liability caused by, arising out of or as a result of abuse of any nature whether.



CONTINUATION OF SCHEDULE

FORMING PART OF AND ATTACHING TO POLICY NUMBER : **NP014584/01/22**

Personal Protective Equipment Condition

It is a condition to **Our** liability under this Policy that:-

- a) all **Employees** are made aware of the dangers of not using personal protective equipment,
- b) personal protective equipment is provided,
- c) a register is maintained which demonstrates that **Employees** have received appropriate training and are fully conversant with the way in which to access and use such personal protective equipment.

If **You** do not do so **We** may reject or be unable to deal with **Your** claim or be unable to cover **Your** claim in full. In the event of breach of this term, **We** shall have no liability under this Policy, unless **You** show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

CONTINUATION OF SCHEDULE

FORMING PART OF AND ATTACHING TO POLICY NUMBER : NP014584/01/22



LIABILITY STATEMENT OF FACT

IMPORTANT INFORMATION

Terms that appear in **bold** shall have the same meaning as the policy wording

This document should be read in conjunction with Your Policy Wording and Schedule.

The purpose of this document is to confirm to **Us** the information provided by **Your** insurance broker as part of their submission to when arranging **Your** insurance. It also includes some statements which may have been assumed about **Your** circumstances.

Please carefully check that the facts and statements below are truthful and accurate. If there is any incorrect, misleading or missing information, please speak to **Your** insurance broker as soon as possible. Failure to notify **Us** of any errors or missing information could lead to **Your** policy being cancelled or amended and / or a claim not being paid

Issue Date : 26 January 2022

Schedule No : NP014584/01/22

Insured : Boogie Bounce Xtreme Ltd

Address : Unit 43, Greendale Farm, Burton Road, Elford, Tamworth, West Midlands B79 9DJ

Period of Insurance : 00:01 28 January 2022 TO 24:00 27 January 2023

Business : Fitness Instructors and Supply of Trampolines

Date Established : 2016

General Details

| You, your Directors, Partners or Employees have never been : | |
|--|------|
| Prosecuted under the Health & Safety at Work Act or related Legislation or regulations | True |
| You, Your partners, directors, trustees or any other proposed beneficiary of this insurance are domiciled within the United Kingdom (UK) | True |
| Served with a Prohibition Notice under the Health & Safety at Work Act | True |

| You do not : | |
|--|------|
| Employ more than 5 employees (including yourself and any directors if a limited company) | True |

**CONTINUATION OF SCHEDULE****FORMING PART OF AND ATTACHING TO POLICY NUMBER : NP014584/01/22**

| Health and Safety : | |
|---|-------------|
| You have a formal written Health & Safety policy | True |
| You have a formal written safety training plan for employees | True |
| You keep written evidence of the risk assessments and method statements communicated to all employees and ensure it is periodically reviewed and in accordance with industry best practice | True |

| You have carried out the following risk assessments in respect of the Management of the Health & Safety at Work Regs (1999) or successor Regulations : | |
|--|-------------|
| Manual Training | True |
| Controls of substances hazardous to health | True |
| Working with machinery | True |
| Work at height | True |

CONTINUATION OF SCHEDULE**FORMING PART OF AND ATTACHING TO POLICY NUMBER : NP014584/01/22**

| Your work away from the risk address does not involve : | |
|--|-------------|
| Welding or cutting equipment or other equipment involving the application of heat | True |
| Cradles and/or other lifting equipment | True |
| Work at height exceeding 15 metres | True |
| Depth work exceeding 3 metres | True |
| Any demolition work or work involving piling or underpinning | True |
| You do not undertake work in or on airports, aerodromes, bridges, viaducts, towers, steeples, spires, pylons, chimney shafts, quarries, mines, ships, blast furnaces, docks, harbours, railways, chemical or petrochemical works, oil or gas refineries or storage facilities, offshore, power stations or nuclear power stations | True |
| You have not agreed to assume a liability for injury, illness, loss or damage for which you would not have been liable in the absence of such agreement? E.g. under contract | True |
| You check that bona fide contractors have Employer's and Public/Products Liability insurance equivalent to the limits as stated in your schedule | True |
| You are not currently insured by a Lloyd's Insurer | True |
| You , or any Director, Partner, Principle, Shareholder or family members involved with the business either in a domestic or business capacity has never been convicted of or charged with but not yet tried for a criminal offence other than a motoring offence, or those considered spent under the Rehabilitation Act 1974. | True |

**CONTINUATION OF SCHEDULE****FORMING PART OF AND ATTACHING TO POLICY NUMBER : NP014584/01/22**

| No insurer has ever : | |
|---|-------------|
| Declined Your proposal | True |
| Refused to renew Your proposal | True |
| Cancelled Your policy without you requesting to do so | True |
| Imposed remedial terms at renewal e.g. rate increase, increased excess or other limitation | True |
| You , or any Director or Partner or any Company of which any of You have been a Director or any partnership of which any of you have been a Partner, has never been the subject of a County Court Judgement (or Scottish equivalent) or been declared bankrupt or insolvent or been the subject of an administration order, a CVA or an IVA | True |

| You have never : | |
|--|-------------|
| Been prosecuted or sued for any pollution problem | True |
| Had any incidents of pollution or incidents likely to cause pollution | True |
| Carried on any industrial activity which was the subject of an environmental permit or licence | True |

Claims Experience

| | |
|---|-------------|
| You have not had any claims made against you, or circumstances in the last 5 years | True |
|---|-------------|

Employers and Public Liability

| Estimated wages and other earnings for the next 12 months (e.g. dividend payments or other remuneration in lieu of wages or other payments) : | |
|---|--------------|
| Role | Wages |
| Clerical | £75,000 |
| Manual | £20,000 |
| Manual Work Away | Not Included |
| Labour Only Sub-Contractors | Not Included |
| Directors / Principals | £20,000 |
| Woodworking | Not Included |



CONTINUATION OF SCHEDULE

FORMING PART OF AND ATTACHING TO POLICY NUMBER : **NP014584/01/22**

You do not process, use, handle or store any of the following in connection with your business :

| | |
|--|-------------|
| Silica, asbestos or substances containing asbestos | True |
| Radioactive substances | True |
| Any other toxic or explosive materials | True |

Your lifting plant and pressure vessels/boilers which are subject to Statutory Regulations are regularly inspected by qualified engineers as required by the legislation

True

Products Liability

This section is only applicable if purchased - Please check your Policy Schedule

Estimated Turnover for the next 12 months :

| | |
|-----------------------|--------------|
| Estimated Turnover | £1,200,000 |
| USA / Canada Turnover | Not Included |

You have not agreed to forego **Your** legal right which may be available to you in respect of goods or materials purchased by you or work carried out on your behalf

True

No goods are intended for installation in, or to form part of, aircraft, watercraft, aerospace devices (including drones), offshore rigs, nuclear plant, or motor vehicles

True

Your work does not involve the use, sale or servicing of 3D printers

True



CONTINUATION OF SCHEDULE

FORMING PART OF AND ATTACHING TO POLICY NUMBER : **NP014584/01/22**

You maintain an adequate system of records which enables Identification of :

The source of products, raw materials or component parts purchased

True

The source of design of products manufactured by you

True

It is possible to trace the ultimate customer of individual products or batches in order to recall the products

True

A product recall has never been necessary or considered

True

All goods are labelled and supplied with clear instructions in the Language of the country to which they are being supplied

True

Product hazard warnings are clearly shown on products, packaging and/or instruction manuals

True

Your legal and design departments see all advertising material , sales brochures, operating manuals etc. to check for misleading statements

True

You, or any Principal, Director, Officer or Partner in the business, have never been prosecuted, or received notice of intended prosecution under the Consumer Protection Act, Food Safety Act or any similar legislation or been subject to any international sanctions

True



CONTINUATION OF SCHEDULE

FORMING PART OF AND ATTACHING TO POLICY NUMBER : **NP014584/01/22**

Data Protection Notice

For the purposes of this Notice, "**We/Us/Our**" shall include the **Underwriters, Nelson Policies at Lloyd's** and any agents.

The security of data is very important to **Us**, which **We** will handle with regard to all appropriate security measures. **We** will collect and process data (including personal information) about any person insured under this **Policy** for its administration, the handling of claims and the provision of customer services, and may share it with related entities and with trusted service providers and agents such as lawyers, as well as other parties such as anti-fraud databases, subject to proper instruction and control. **Our** handling of data is consistent with the core necessary personal data uses and disclosures set out in the London Insurance Market Core Uses Information Notice which **You/the Insured** should review.

All data may be used by **Us** for generic risk assessment and modelling purposes but will not be used or passed to any other party for marketing products or services without **Your/the Insured's** express consent. All data provided by **You/the Insured** about other people to be insured, such as family, friends or other associated, must be with their permission. It is **Your/the Insured's** responsibility to inform them about **Our** use of their data.

Data will not be retained for longer than necessary and will be deleted within seven years after expiry of this **Policy**, unless it is further required for legal or regulatory reasons. **You/The Insured** have/has a number of rights in relation to the data, including the right to request a copy of the information (for which there may be a small fee), to correct any inaccuracies and in certain circumstances to have it deleted. Data transferred outside the European Economic Area will have equivalent protection.

If further information is required as to how data is processed, or as to the exercise of any rights under any data privacy laws, **You/the Insured** should in the first instance contact your agent who arranged the insurance who will provide you with our contact details.

If **You/the Insured** are/is not satisfied with the way in which any personal data has been managed, **You/it** may complain to the Information Commissioner's Office at:

Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF, United Kingdom
Tel: 0303 123 1113 (local rate) or 01625 545 745 (national rate)
Email: casework@ico.org.uk

Chaucer Insurance Company DAC

Certificate of Employers' Liability Insurance (See Note A)

In accordance with Regulation 5 of the Employers' Liability (Compulsory Insurance) (Amendment) Regulations 2008 (the Regulations), one or more copies of this Certificate must be displayed at each place of business at which the Policyholder employs persons covered by the Policy. This requirement will be satisfied if the Certificate is made available in electronic form and each relevant employee to whom it relates has reasonable access to it in that form.

Policy Number: NP014584/01/22

Name of Policyholder: Boogie Bounce Xtreme Ltd

Including all subsidiary companies as advised to Chaucer Insurance Company DAC
Except any specifically excluded below

Excluded Subsidiary Companies: N/A

Date of Commencement of Insurance: 28 January 2022

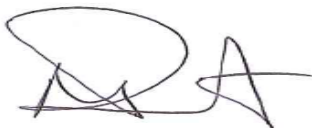
Date of Expiry of Insurance: 27 January 2023

Both days Inclusive

We hereby certify that:

1. The insurance to which this Certificate relates satisfies the requirements of the relevant law applicable to Great Britain, Northern Ireland, the Isle of Man, the Island of Guernsey, the Island of Jersey and the Island of Alderney (See Note B), and
2. (a) the minimum amount of cover provided by the Policy is no less than GBP 5,000,000.00 (See Note C)

Signed



Neil Parkhurst
Underwriter – General Liability
On behalf of Chaucer Insurance Company DAC

Notes:

- (A) Where the employer is a company to which Regulation 3(2) of the Regulations applies, the Certificate shall state in a prominent place, either that the Policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.
- (B) Specify applicable law as provided for in Regulation 4(6) of the Regulations.
- (C) See Regulations 3(1) of the Regulations and delete whichever of Paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy.

Paragraph 2(b) does not apply and has been deleted.

Chaucer Insurance Company DAC (no. 587682) is registered in Ireland with its registered office at 38-39 Baggot Street Lower, Dublin 2, Ireland and is authorised and regulated by the Central Bank of Ireland.

Chaucer Insurance Company DAC UK Branch (no. BR019729) is a branch of Chaucer Insurance Company DAC, and is subject to limited regulation by the Financial Conduct Authority (details about the extent of its regulation by the Financial Conduct Authority are available from us by request)



CONTINUATION OF SCHEDULE

FORMING PART OF AND ATTACHING TO POLICY NUMBER : **NP014584/01/22**

To Whom It May Concern

VERIFICATION OF INSURANCE

Insured : Boogie Bounce Xtreme Ltd

Address : Unit 43, Greendale Farm, Burton Road, Elford, Tamworth, West Midlands B79 9DJ

Business of the Assured : Fitness Instructors and Supply of Trampolines

Policy No : NP014584/01/22

Insurers : Chaucer Insurance Company DAC

Expiry date : 27 January 2023

Class of Insurance : Public Liability - £2,000,000 Limit of Indemnity

Extensions : As per policy wording

Warranties : As per policy Schedule

Endorsements : As per policy Schedule

Subject otherwise to the Standard Terms and Conditions of the Insurer's Policy Wording

This Document is issued to you as a matter of information only. The issuance of this document does not make the person or the organisation to whom it has been issued an additional Insured, nor does it modify in any matter the contract of insurance between the Insured and underwriters. Any amendment, change or extension of such contract can only be effected by specific endorsement attached thereto.

Should the above mentioned contract of insurance be cancelled, or changed during the above policy period in such a manner as to affect this document, no obligation to inform the holder of this document is accepted by the undersigned Insurance Brokers.

Signed :

Name : T Simpson