



Ref: Agenda/TCM-17/08/2021

12th August 2021

Dear Sir/Madam

Members of the Town Centre Management Committee are hereby summoned to the meeting on **Tuesday 17th August 2021** at the offices of **Biggleswade Town Council, The Old Court House, Saffron Road, Biggleswade** commencing at **7:00pm**, in order to transact the under mentioned items of business.

Yours faithfully

Peter Tarrant
Town Clerk & Chief Executive

Distribution:	Notice Boards
Committee Members:	Cllr M Knight (Chair)
	Cllr G Fage (Vice Chair)
	Cllr D Albone
	Cllr I Bond
	Cllr M North
	Cllr R Pullinger
	Cllr M Russell
	Cllr D Strachan
	Cllr C Thomas
	Cllr J Woodhead

AGENDA

1. **APOLOGIES FOR ABSENCE**
2. **DECLARATIONS OF INTEREST**

To receive Statutory Declarations of Interests from Members in relation to:

- (a) Disclosable Pecuniary interests in any agenda item.
- (b) Non-Pecuniary interests in any agenda item.

3. **CHAIRMAN'S ANNOUNCEMENTS**
4. **PUBLIC OPEN SESSION**

To adjourn for a period of up to 15 minutes to allow Members of the public to put questions or to address the Council, through the Chairman, pertaining to matters listed on the Agenda.

Please register in advance for this webinar:

https://us06web.zoom.us/webinar/register/WN_ZfJtEGSYSBmu3ba96a9crA

Each Speaker will give their name to the Chairman, prior to speaking, which will be recorded in the minutes, unless that person requests otherwise. Each Speaker will be allowed (one) three-minute slot.

5. INVITED SPEAKER

6. MINUTES OF MEETINGS

- a. For Members to receive the minutes of the Town Centre Management meeting held on **Tuesday 18th May 2021** at the offices of Biggleswade Town Council, The Old Court House, Saffron Road, Biggleswade.

7. MATTERS ARISING

- a. Minutes of the Town Centre Management meeting held on **Tuesday 18th May 2021**.

8. ITEMS FOR CONSIDERATION

a. **Christmas Offer**

For Members to consider a written report from the Place Shaping Manager on the Christmas Offer.

b. **Market Strategy**

For Members to receive and consider a written report from Cllr G Fage on the Market Strategy and Policy.

c. **Street Trading Application - Market Square Biggleswade**

For Members to receive a written report from the Place Shaping Manager regarding the Street Trading Application for The Jerk Hub.

9. ITEMS FOR INFORMATION

a. **Remembrance Service**

For Members to receive an oral update from the Administration & HR Manager on arrangements for the Remembrance Service.

b. **Welcome Back Fund**

For Members to receive an oral report from the Place Shaping Manager on the funding awarded.

c. **Communication with Biggleswade Business' and Residents**

For Members to receive an oral update from the Place Shaping Manager on establishing mailing lists with business' and residents.

d. **Century House**

For Members to receive an oral update from the Town Clerk and Chief Executive on Central Bedfordshire Council Assets/Cornerstone Property Asset Limited report on potential options for Century House.

e. **A Boards**

For Members to receive an oral update from the Place Shaping Manager on the implementation of the A Boards policy.

f. **Sunday Markets**

For Members to receive an oral update from the Place Shaping Manager on the Sunday Markets and the Summer events schedule.

10. PUBLIC OPEN SESSION

To adjourn for a period of up to 15 minutes to allow Members of the public to put questions or to address the Council, through the Chairman, in respect of any other business of the Town Council.

Please register in advance for this webinar:

https://us06web.zoom.us/webinar/register/WN_ZfJtEGSYSBmu3ba96a9crA

Each Speaker will give their name to the Chairman prior to speaking, which will be recorded in the minutes, unless that person requests otherwise. Each Speaker will be allowed (one) three-minute slot.

11. EXEMPT ITEMS

The following resolution will be **moved** that is advisable in the public interest that the public and press are excluded whilst the following exempt item issue is discussed.

- (12a. CCTV Report)
- (12b. Market Operations and Marketing)
- (12c. Pigeons on Market Square)

Pursuant to section 1(2) of the public bodies (Admission to Meetings) Act 1960 Council **resolve** to exclude the public and press by reason of the confidential nature of the business about to be transacted.



**MINUTES OF THE TOWN CENTRE MANAGEMENT
COMMITTEE MEETING ON TUESDAY 18TH MAY 2021 AT 7PM
AT THE OFFICES OF BIGGLESWADE TOWN COUNCIL, THE
OLD COURT HOUSE, 4 SAFFRON ROAD, SG18 8DL**



PRESENT:

Cllr M Knight – Chairman
Cllr G Fage – Vice Chairman
Cllr D Albone
Cllr I Bond
Cllr M North
Cllr R Pullinger
Cllr M Russell
Cllr D Strachan
Cllr C Thomas
Cllr J Woodhead

Mr Peter Tarrant, Town Clerk & Chief Executive, Biggleswade
Town Council
Mr Philip Truppin, Assistant Town Clerk,
Biggleswade Town Council
Mr Simon Newton, Place Shaping Manager, Biggleswade Town Council
Mrs Sian van der Merwe, Professional Assistant, Biggleswade
Town Council
Ms Helen Calvert, Deputy Administration and HR
Manager

Member of the public: Cllr F Foster

Meeting Formalities:

Following a reminder to meeting attendees, both panel and public, that this is a formal meeting, the Chairman advised that members of the public will be given an opportunity to speak during public open session but not at other times. The meeting is being filmed and by being present attendees are deemed to have agreed be filmed and to the use of those images and sound recordings. The Chairman advised that attendees should not disclose any personal information of individuals as this would infringe the Data Protection Rights of the individual. The Chairman asked everyone to mute their microphones when not speaking.

The Chairman also announced that to maintain the 3-month cadence for committee meetings that the Council has agreed, the next meeting of this committee will be on 17th August 2021 rather than 7th September 2021.

1. APOLOGIES FOR ABSENCE

None.

2. DECLARATIONS OF INTEREST

To receive Statutory Declarations of Interests from Members in relation to:

a. **Disclosable Pecuniary interests in any agenda item:**

None.

b. **Non-Pecuniary interests in any agenda item:**

None.

3. PUBLIC OPEN SESSION

The Chairman advised members of the public wishing to speak to use the electronic “raise hand” function on screen.

None.

4. INVITED SPEAKER

None.

5. MINUTES OF MEETINGS

Members received the Minutes of the Town Centre Management meeting of Tuesday 11th March 2021. The following amendments to the Minutes were requested:

- Date on the heading to be changed from 2020 to 2021.
- Page 6 should be numbered Page 5.

Subject to these changes being made, the Minutes of the Town Centre Management Meeting of **Tuesday 11th March 2021** were **APPROVED**.

6. MATTERS ARISING

- a. **Public Conveniences at Century House:** Cllr North noted the previous Minutes recorded having the public conveniences at Century House added to this meeting agenda, but it hasn't been listed. Cllr Knight clarified Century House is an agenda item and the conveniences will be covered in that discussion.
- b. **Parking Permits Extension:** Cllr Pullinger asked if the resolution relating to sending parking permit extensions to all residents with parking permits had been sent out. The Town Clerk & Chief Executive confirmed that they had.

7. ITEMS FOR CONSIDERATION

a. **Market Feedback**

Cllr Fage advised that at a previous Town Council Meeting it had been agreed by Council to engage the services of Megan Green and Hannah Abel of Made in the Wade up to the end of July 2021 to transform the services of the Market. Cllr Fage and Cllr Knight have been working with them to execute the Council approved Market Strategy and there has been a lot more to do on the market than was originally anticipated. Members broadly discussed the next steps of the market strategy.

Cllr G Fage commented that the "Welcome Back" Market Banner at Dan Albone car park seems to have disappeared and requested additional banners to replace the missing one, as well as being able to place one near the retail park. The Place Shaping Manager confirmed that the banner was removed in order to have a frame put up. Cllr Bond suggested banners should be made to the size of the rails so they fit properly.

Minutes/TCM/05/08/2021/Draft

DRAFT

It was **RESOLVED** to endorse the recommendations and next steps outlined in Cllr G Fage's report as follows:

Next steps

With approximately 14 regular weekly traders, plus some who trade bi-weekly, and others who trade entirely casually, the market will hopefully get close to capacity most weeks. However, managing this rotation of traders and the layout is a big job that requires a lot of effort leading up to Saturday. Investment is still required to make the process less manual, so that staff are not spending hours chasing potential traders, risking gaps or having to turn traders away on the day. To create a smooth onboarding process, an online booking form will be required, with payment taken once traders have been approved. This should be derived from the Market Policy, which is due to be redrafted in June. Once approved by the Council, requirements will be defined, and it is recommended that the Council's supplier is asked to provide a quotation for this work.

Meg and Hannah's services have been approved until the end of July. The next steps in the implementation of the market strategy will be to book more buskers, explore options around themed markets and create a quality promotional video for sponsorship on social media. Meg and Hannah have been supporting the process by planning weekly attendance, trader onboarding and online promotion. Their ongoing services will be required to keep the momentum and ensure a smooth transition to BAU. It is recognised that the services provided by Meg and Hannah will need to transition to Council employees as soon as capacity allows.

The banners have helped to improve the feel of the market. However, several require re-securing to the barriers and sandbags should be used. The larger banner at the Dan Albane car park should be mounted to a wooden frame much like the "Buy Biggleswade" banner. A further large banner is needed for the south entrance to town / retail park, near the BP garage. Further consideration is needed to identify measures that will encourage retail park shoppers to visit the town centre.

Recommendations

Retain services of Meg Green and Hannah Abel until the end of August 2021.
Review market strategy at the next TCM meeting on 17th August 2021.
Endorse the recommendations and next steps outlined in this report.

It was **RESOLVED** to retain the services of Meg Green and Hannah Abel until the end of August 2021.

It was **RESOLVED** to review the Market Strategy at the next Town Centre Management Committee meeting on 17th August 2021.

b. **Welcome Back Fund**

The final application date for this fund is 24th May 2021.

This funding is part of a £56 million initiative to reopen high streets and town centres safely as the end of COVID-19 restrictions draws nearer. The Place Shaping Manager's report includes suggestions for items eligible for consideration.

Members voted on items to form part of the Welcome Back Fund application:

Seasonal food festival	APPROVED
Totally Locally/Street Ambassador	NOT APPROVED
Market Place lighting	APPROVED
Hand Sanitiser Stations	NOT APPROVED
Hand Sanitiser Consumables	NOT APPROVED
Community Toilet Scheme	NOT APPROVED
Lamp Column drop-down signage	NOT APPROVED
Gazebos	APPROVED
Phone App	NOT APPROVED
Planters	APPROVED
Footfall Monitoring	APPROVED
Street Entertainers	APPROVED
Enhancing the Christmas offer	APPROVED
Sunday Activities – face painting, Sunday market	APPROVED
Temporary barriers for the market	APPROVED

It was **RESOLVED** that the Place Shaping Manager with draw up an application based on the items approved in the table above, with discussions to be held between the Town Clerk & Chief Executive, Place Shaping Manager and Chairman of the Town Centre Management Committee to confirm the Council's application form.

It was suggested that the Community Toilet Scheme to be deferred to a later Town Centre Management meeting.

c. **Union Flag**

It was **RESOLVED** to fly the Union Flag every day.

It was **RESOLVED** the Council's Flag Flying Policy be reviewed by Officers to ensure it is in line with this new requirement, as well as the permissions to fly additional flags.

It was **RESOLVED** that Officers will confirm that Planning consent has been completed by Central Bedfordshire Council.

It was **AGREED** that new flags/ensigns be purchased to replace current aged flags.

d. **Community Asset Grant Scheme**

This is a capital match funding scheme offered to encourage Councils to invest in their Community offer. Officers will be submitting reports for a number of projects that could benefit from these funds, for example, renovations and enhancements to the Council's play areas. Jonathan Woolley, Deputy Public Realm Manager, has been investigating other local Councils' offers and has a number of ideas that will be presented to the Council.

It was **RESOLVED** to defer this item for review by the PLOS Committee Meeting at the next meeting of 8 June 2021.

8. **ITEMS FOR INFORMATION**

a. **Harris' Fun Fair**

Cllr Russell and the Town Clerk & Chief Executive met with Harris' Fun Fair representatives and it was agreed that this could run for one week in the second half of June 2021 (COVID regulations permitting).

b. **Transport Interchange**

The Town Clerk & Chief Executive updated Members on progress of the Transportation Interchange issue. Recently Cllrs Russell and G Fage and the Town Clerk & Chief Executive from Biggleswade Town Council met with Paul Mason (Head of Highways) and Kate MacFarlane (Assistant Director, Business & Investment) from Central Bedfordshire Council. Suggestions were made concerning some of the proposed bus layovers (current proposals include Station Road, Teal Road, Church Road, Hill Lane and London Road), not all of which were considered suitable. Central Bedfordshire Council agreed to return with alternative plans.

Cllr Russell updated Members further on a meeting with Network Rail on 10 May 2021. Network Rail are in the process of appointing contractors to do drawings for bridge building and lift installation. GTR are proposing installation of toilets where the current bike rack is. However, it was revealed these will only be for disabled people in possession of RADAR keys and not for the general public. Cllr Bond added that Network Rail were reminded there are existing toilets on the station that have been unused for a number of years because the sewage lines pass under the railway lines.

It is widely acknowledged that Network Rail's reluctance to part with any other land, even though there is additional land near the station that is not in use, has caused the need for further revisions of the Interchange plans by Central Bedfordshire Council. Network Rail claims there are services that pass under the pocket of land in question which need to be accessed.

The land currently under consideration for the Transportation Interchange is owned by GTR and Central Bedfordshire Council will lease this from them.

c. **Century House**

Central Bedfordshire Council have commissioned Cornerstone Property Assets Limited to conduct a report to look at the potential options around Century House. It is likely this report will be issued mid-July 2021. The Town Clerk & Chief Executive has approached Central Bedfordshire Council to request a copy of this report for the Town Council's review.

d. **Town Centre Benches**

The Town Clerk & Chief Executive advised Members that almost all of the Town Centre benches have been refurbished and replaced. Three benches are missing and are presumed to have been removed by a Central Bedfordshire Council contractor during the recent decluttering exercise of street furniture and signage in the Town Centre.

Central Bedfordshire Council have agreed to fund the replacement of those missing benches, with Biggleswade Town Council responsible for sourcing the closest match to the style of the Town Centre benches.

e. **Hanging Baskets & Memorial Area**

The hanging baskets will be delivered and installed to the Town Centre at the end of this week. Cllr Russell and the Deputy Public Realm Manager are discussing potential planting of colourful plants near the War Memorial.

The Deputy Public Realm Manager informed Members that the planter at the South entrance to town, has been re-shaped into a slanting planter. He has also ordered a number of red and blue coloured plants to mirror the Town Council emblem.

Cllr Woodhead suggested providing remedial works to names on the North face of the War Memorial in advance of the next Remembrance Day event in November 2021.

f. **Footfall Monitoring – High Streets Task Force**

The Place Shaping Manager updated Members. This scheme is offered by The High Streets Task Force for Local Authorities, place managers, businesses and civic groups in England to help monitor the performance and recovery of High Streets from the economic impact of COVID-19.

The Place Shaping Manager registered the Town Council's interest in an electronic footfall counter on 23 April 2021 and is awaiting notice of the outcome of the application. The Place Shaping Manager will circulate this information to Members as soon as he has this.

Members requested further details on exactly how the system will work once the outcome of the application is known.

g. **Summer Events Schedule**

There is a working group meeting on 24th May 2021 to discuss ideas for Town Centre events. Street Food Heroes are scheduled to return to the Town Centre on the first Friday of July 2021, to be hosted monthly going forward. This will be advertised on the Town Council's website once Street Food Heroes have confirmed its plans to ensure COVID regulations are adhered to.

Seasons Fruit & Veg store are planning barbeque events on 9th and 11th June which are sold out. They are also looking at the possibility of providing a cinema screen event on the Square to entice people into Town Centre. Cllr Russell cautioned that the Town Council needs to ensure events are properly licenced, risk assessed, insured and approved through Central Bedfordshire Council (Safety Advisory Group).

Cllr Pullinger said the Website Working Group had suggested having an "events" page and all events could be added to that page.

9. **PUBLIC OPEN SESSION**

To adjourn for a period of up to 15 minutes to allow members of the public to put questions or to address the Council, through the Chairman, in respect of any other business of the Town Council.

None.

BIGGLESWADE TOWN COUNCIL

Report to Town Centre Management Meeting 17 August 2021 Christmas Offer Nov/Dec 2021

Implications of Recommendations

Corporate Strategy: In accordance with Corporate Strategy

Finance: Use of budgets already agreed for this financial year

Equality: Holistic approach toward inclusivity

Environment: Event Management Plan will include this

Community Safety: Event Management Plan will include this

Background

This report has been written to inform Members of the potential Christmas Offer for November and December 2021.

Christmas 2020 was very different in many ways due to the Coronavirus Pandemic. The Christmas Light Switch On did not go ahead, however the festive light display around the town and Christmas tree continued to happen.

As an alternative to the 'Switch-On' event, Council approved some new aspects to our Christmas offer. A Light Show that ran on Market Square on the Fridays and Saturdays leading right up to Christmas Eve. The first four shows ran with just lights, and then it was decided that music would be a great addition to compliment the lights. For the first time in many months, children's laughter could be heard. This was extremely well received by the public with lots of positive feedback via emails and social media posts.

Santa's Grotto ran for two Saturdays in a row. This was held within our Charter Market and added to the festive spirit. Both days were sold out very quickly, with families booking through the Council office. A charge was made of £5 for each child and this was all spent on an age-appropriate gift which Santa gave to each child on their visit. There was even one of Santa's elves doing a home delivery service for one child who couldn't attend due to staying at home.

Introduction

Now that all COVID-19 restrictions have been lifted, it is intended to run our Christmas Light Switch On event on Friday 26th November 2021 and this will be an all-day event. It is hoped that we continue with the event running as it has done in past years to include performances from schools and community organisations, craft/food stalls and a children's funfair on White Hart Car Park.

The new additions from last year, as previously mentioned in the background section above, will hopefully be repeated this year to add a more festive feeling throughout the month of December. This is being discussed, along with additional lighting, at the Town Centre Events working group on Monday 16th August 2021 (the evening prior to TCM). An oral update will be given by the Place Shaping Manager and Chairman of this working group at TCM. This will also include the Festive Light display throughout the town.

Summary

We intend to provide a full month of events from the Christmas Light Switch On right up to Christmas Eve for the whole town and visitors to enjoy. A full list of our Christmas Offer will be presented to the next Town Centre Management Committee meeting in November, or the Full Council meeting prior to it.

Recommendations:

- For Members to receive and discuss this report, along with the oral updates from the Place Shaping Manager and Chairman of the Town Centre Events Working Group, with a view to making recommendations to Full Council on 24th August 2021.

Simon Newton

Place Shaping Manager

Market Transformation Report – 17th August 2021

Cllr Grant Fage

Introduction

Following the report to TCM in May 2021, the purpose of this report to summarise progress in implementing the market strategy.

Updates from the Working Group

The market working group met in mid-July to discuss progress on the market and to work through a draft of the revised market policy.

Following a consultation with traders, feedback was considered, and a final draft is attached with this agenda for consideration.

Key changes to the policy include:

1. Market hours being 8am-3:30pm, with no pack up before 3pm unless an exemption is granted by the Market Superintendent.
2. The potential for a reduced pitch fee for those paying online in advance.
3. Clearer scope of the policy, focussing specifically on the Charter Market, Tuesday Market and Themed Markets. This descopes any other events.
4. New rules for buskers.
5. Improved transparency over food hygiene certificates.

The market working group also discussed the transfer of the trader enrolment process away from Meg Green and Hannah Abel, bringing the process in-house for council staff to deliver.

Since the market working group there have been two offline meetings to ensure a smooth handover - the process has been written down and agreed.

Implementation of the BAU process is progressing – Cllr G Fage and Cllr Knight continue to work with staff to ensure the process adoption is as seamless as possible.

A trader application form is being drafted for upload on the website, along with a welcome pack for newly approved traders.

Market Strategy

The market strategy was adopted in April 2021 and is due to be revisited at this meeting. The market working group has not had the opportunity to discuss changes the strategy document therefore is not ready to propose a revised version.

Recommendations

To adopt the revised market policy.

To continue with the current market strategy until the working group has been able to consider potential revisions.

Biggleswade Town Council

Market Policy

Policy Statement

Biggleswade Town Council is the owner of all market rights in Biggleswade.

The Council will use the ownership of those rights to deliver a thriving market, which adds to the social fabric of the town, providing a platform for local traders to bring their produce to the customer.

The Council will use its powers to pursue its objectives relating to markets.

The Council recognises that the Food Act 1984 provides a useful means of managing markets. Therefore, the Council has resolved to utilise the provisions of the Act where necessary to complement existing market rights in support of this policy. The existing town centre retail market will continue to be operated by the Town Council and charges and regulations will be reviewed annually.

The Council will periodically review its arrangements to ensure it best facilitates a vibrant market. Requests from other externally administered markets seeking to operate in the Town will be considered separate to this policy.

As the owner of the market rights in the Town, the Council recognises that it holds a partial monopoly. This policy will enable it to manage that monopoly responsibly and fairly.

Where a market is established without consent and in contravention to our market rights, action may be taken to protect the Council's rights.

The Council will register its market rights with Land Registry if deemed appropriate to protect them.

Note: A Local Authority is entitled to the right of protection within a common law distance of six and two third miles, i.e. a right to protection of a lawful market which a Local Authority operates. This distance is measured "as the crow flies". This common law entitlement is part of local authorities' market rights and has been upheld by a Court of Appeal.

Purpose

The purpose of this document is to lay out the terms and conditions which must be adhered to, both by market traders, and by council staff.

Scope of the Policy

This policy applies to all markets held in Market Street, Biggleswade, that are organised by Biggleswade Town Council including:

- The Saturday Charter Market
- The Tuesday Market
- Themed Markets

The markets referred to in this policy are based on Market Street and the paved area directly north.

From time to time, Biggleswade Town Council may grant permission to other organisations to organise an event or market. Examples may include Commercial Markets, Charitable Markets and Community Markets. Such events and markets are not governed by this policy.

Definitions

Market - A franchise with the right of having a concourse of buyers and sellers to dispose of commodities in respect of which the franchise was given.

Saturday Charter Market – The market held each Saturday, managed by Biggleswade Town Council.

Tuesday Market - The market held each Tuesday, managed by Biggleswade Town Council.

Themed Market – Any non-charter market, managed by Biggleswade Town Council. The market may have a theme such as farmers, crafts, antiques etc.

Non-Casual Trader – Any producer/seller who pays for their pitch in advance of a market.

Casual Trader – Any producer/seller who pays for their pitch on the day of a market.

Market Hours

The hours of trade will be between 8:00am and 3:30pm.

Traders will not be permitted onto the market area before 6:00am, with all stalls and pitches occupied by 7:30am.

Pitches not occupied by 7:30am may be allocated to a casual trader. Stalls must not begin packing up until 3pm at the earliest, including no vehicle movements until that time.

Exceptions will be at the sole discretion of the Market Superintendent.

Any trader wishing to trade for longer than 3:30pm will be at the discretion of the Market Superintendent.

Trading Conditions

All traders must be able to provide evidence of public liability insurance, up to the value of £2 million.

All traders selling food must meet and be able to demonstrate their compliance with the following requirements:

1. The trader must be registered as a food business in the local authority where their operation is based.
2. The trader must have been awarded a minimum of a level 1 food hygiene certificate after completing a recognised and approved training course. Any staff not holding this qualification must be supervised in-person by a qualified member of staff at all times.

3. All traders who have received a food hygiene rating from their local authority are required to display their food hygiene rating sticker on their stall while trading.



Figure 1 Example Food Hygiene Rating Sticker

Market Charges and Payment

Pitch fees are set by Biggleswade Town Council and reviewed no less than annually.

For non-casual traders, payment is made upfront. The Council has the right to set lower pitch fees for those who choose this option.

Casual traders may pay on the day. An official receipt will be issued which must be retained for the duration of the day's trading.

New Traders

New non-casual traders must apply online. The decision for who can trade at a market resides with the Market Superintendent.

Following the approval by the Market Superintendent, the new non-casual trader must make their pitch fee payment in advance.

Upon arrival at the market, the new non-casual trader must report to the Market Superintendent to be directed to their pitch.

The Market Superintendent will hold a pitch for non-casual traders until 7:30am, thereafter it may be allocated to a casual trader. The Market Superintendent may make allowances if a legitimate reason for delay is communicated before 7:30am.

Casual traders must report to the Market Superintendent on arrival at the market.

The Market Superintendent has the right to turn down new traders on any grounds – reasons could include (but are not limited to) failure to provide adequate documentation, duplicative products already available at the market, a trader being unable to comply with any part of this policy.

The Market Superintendent reserves the right to turn away casual traders, even if a pitch is available.

Registered charities and voluntary organisations will be required to book online as per the process for non-casual traders. If the organisation directly supports Biggleswade then a deposit will be payable online in advance and returned after taking up the trading position on

the day. If the organisation does not directly support Biggleswade then standard charges will apply.

Political Parties and registered candidates may be allocated a stall twice annually and at election times and will be required to book online as per the process for non-casual traders.

Traffic on Market Premises

All traffic on entering and exiting the market must use only the approved entrances and exits.

All vehicles are to be removed from the market unless an exemption is granted by the Market Superintendent.

Vehicles must be stationary during the hours of 8am and 3pm. Engines may not be operated during trading hours.

Traders' Further Responsibilities

Traders must complete a registration form to record their details, including details of their products. The forms will be kept in accordance with records management best-practice.

The trader must only sell the products outlined on their registration form.

No trader shall store, display, or sell any explosive materials, fireworks, hazardous liquids, bulk gases or any substance which might be a danger to anyone attending the market.

Traders must only trade from their pitches as assigned by the Market Superintendent. Products must not be placed for sale outside of the allocated pitch.

Traders must provide their own stalls where possible. For non-casual traders, two tables and a gazebo can be provided by the council at an additional charge. After three months, the trader will be expected to provide their own facility.

All stalls must have a high-quality covering, such as a gazebo, to cover their pitch.

It is the sole responsibility of the trader to take away refuse that may be created as a result of their day's trade.

Traders must ensure that their stall and the area immediately adjacent to their stall is always safe and free of hazards.

Busking and Street Entertainment

A busker may occasionally be invited to the market. Only those invited by Council staff will be allowed to perform.

Buskers must adhere to any requests from the Market Superintendent, including to reduce their sound levels. Failure to do so and they may be asked to leave the market.

Dispute Procedure

The Market Superintendent has the right to turn away or ban any trader not complying with this policy.

All Traders are advised to comply with the lawful requests of the Market Superintendent and should if aggrieved record in a proper manner in writing to the Market Superintendent.

Any failure to resolve the dispute should be taken up with the Place Shaping Manager where the aggrieved person and his/her representative will be given the opportunity to discuss the issue.

Should the dispute still not be resolved, this should then be taken up by the Town Clerk & Chief Executive where the aggrieved person and his/her representative will be given the opportunity to discuss the issue.

No approach shall be made to any elected Councillors until these procedures have been fulfilled. In the event that any grievance relating to these regulations cannot be resolved by either the Market Superintendent, Place Shaping Manager or the Town Clerk & Chief Executive, the trader may put their grievance in writing to the Chairman of the Appeals Committee.

The decision of the Appeals Committee will be final and binding on all parties.

BIGGLESWADE TOWN COUNCIL

Report to Town Centre Management Meeting 17 August 2021 Street Trading License application - The Jerk Hub Ltd

Implications of Recommendations

Corporate Strategy: In accordance with Corporate Strategy

Finance: None

Equality: None

Environment: None

Community Safety: None

Background

This report has been written to inform Members of the reason this, and any future Street Trading Licensing applications have been sent to the Town Council.

Introduction

This Street Trading License application was on the agenda for the Full Council meeting held on Tuesday 27th July 2021. It was decided to defer to the next Town Centre Management Committee meeting on Tuesday 17th August 2021.

Central Bedfordshire Council is the licensing authority regarding Street Trading within Central Bedfordshire. This function has not been devolved to Biggleswade Town Council, nor are there any plans to do so. Biggleswade Town Council are asked to comment on the application as part of the consultation stage within the CBC Licensing process.

The Jerk Hub Ltd has been one of our regular market traders, initially trading on our Saturday Charter Market and more recently, our Tuesday market. They have and continue to be an asset to our market offer, having steadily built up a regular customer base.

Following requests from customers and through word of mouth they have now decided to apply to trade on Market Square in their usual place that they trade from on market days. Fridays and Saturdays 6pm until 9pm, with set up from 5pm.

Summary

This trader has built up a good customer base and has listened to their customers. The addition of this offer potentially adds another option to the night-time offer currently available on Friday and Saturday evenings.

Recommendations:

- Members to support this application and respond to Central Bedfordshire Council Licensing a part of the consultation process.

Simon Newton

Place Shaping Manager

Application for Street Trading Consent

Local Government (Miscellaneous Provisions) Act 1982

apply under the provisions of the above Act for a Street Trading consent.

submit the following particulars:

1a. Full name:

1b. Date of birth:

1c. Trading name (if any):

2a. Address:

2b. Telephone number:

3. Have you been convicted of any offence in the last 10 years?

Court code and date of conviction	Court code and date of offence	Fine, penalty or sentence

4. Are there any prosecutions pending against you?

Alleged offences	Date of court hearing

5. Description of articles to be sold:

Street Food - Caribbean

6. Trading site

Market Square - Town Centre

Please attach a map if Fixed Trading Site



7. Have you obtained any necessary permissions to trade at your chosen site (e.g. If private property, the permission of the owner)

Yes

Please provide evidence:

Simon Newton - Biggleswade Town
Centre Operations Manager

8. How long a period of consent are you applying for?

One off event

9. Proposed times and days of trading

Friday - 3pm to 9pm and Saturday - 6pm to 9pm

10a. Type of stall/vehicle:

Trailer

10b. Brief description of your proposed stall/vehicle:

Airstream Trailer - 4 m long

Please attach a colour photo of the stall



10b. Vehicle registration number:

Same as van

11. Address of premises used for storage/accommodation of stall/vehicle and, if appropriate food:

11 Finzi Grove, Biggleswade, SG18 8UE

12. Will you be the sole operator(s) of the stall/vehicle?

Yes

13. If the answer to 11 is 'no', please give details of persons who will operate the stall/vehicle (including age and date of birth)

14. do you have Public Liability Insurance in the sum of £5 million?

If 'Yes' please attach a copy of the policy

☒

15. Will you be using any equipment that may give rise to complaints (e.g. generators)?

16. What arrangements are there for the disposal of waste?

Food consents

17. Please give details about your food handling experience to date (if applicable):

18a. have you ever attended a food hygiene course offered by the local authority?

19. Are you at present registered with Central Bedfordshire Council as a food premises?

If 'Yes' please give date of registration?

Business interests

20a. Have you traded in Central Bedfordshire before?

Yes

20b. If the answer to 20a is yes, please give details (Where, how long etc)

Biggleswade Town Centre - Feb 2021

21a. Have you traded in any other town/city?

No

Other information

22. Please give any details that you wish to be considered when dealing with your application:

I have verbally spoken to Colin (Market Manager) and Simon Newton who support this application.

Data protection

Central Bedfordshire Council ensures any personal data collected will be retained securely for as long as necessary and only used for legitimate Council activities to facilitate the delivery of Council services, or for the purpose of preventing and/or detecting fraud and/or crime, in accordance with the Data Protection Act 1998.

Central Bedfordshire Council's Data Protection Policy is available from the website at <http://www.centralbedfordshire.gov.uk/contact-us/website/data-protection.aspx> or by writing to the Corporate Data Protection Officer at Central Bedfordshire Council Offices, Priory House, Monks Walk, Chicksands, Shefford, Bedfordshire, SG17 5TQ.

my

Any person who, in connection with an application for a street trading consent, makes a false statement which he knows to be false in any material respect, or which he does not believe to be true, shall be guilty of an offence.

Date:

23/06/2021

Signed:

M.Evans

A fee is required for the consent, please visit our website for the payment options [View payment options](#)



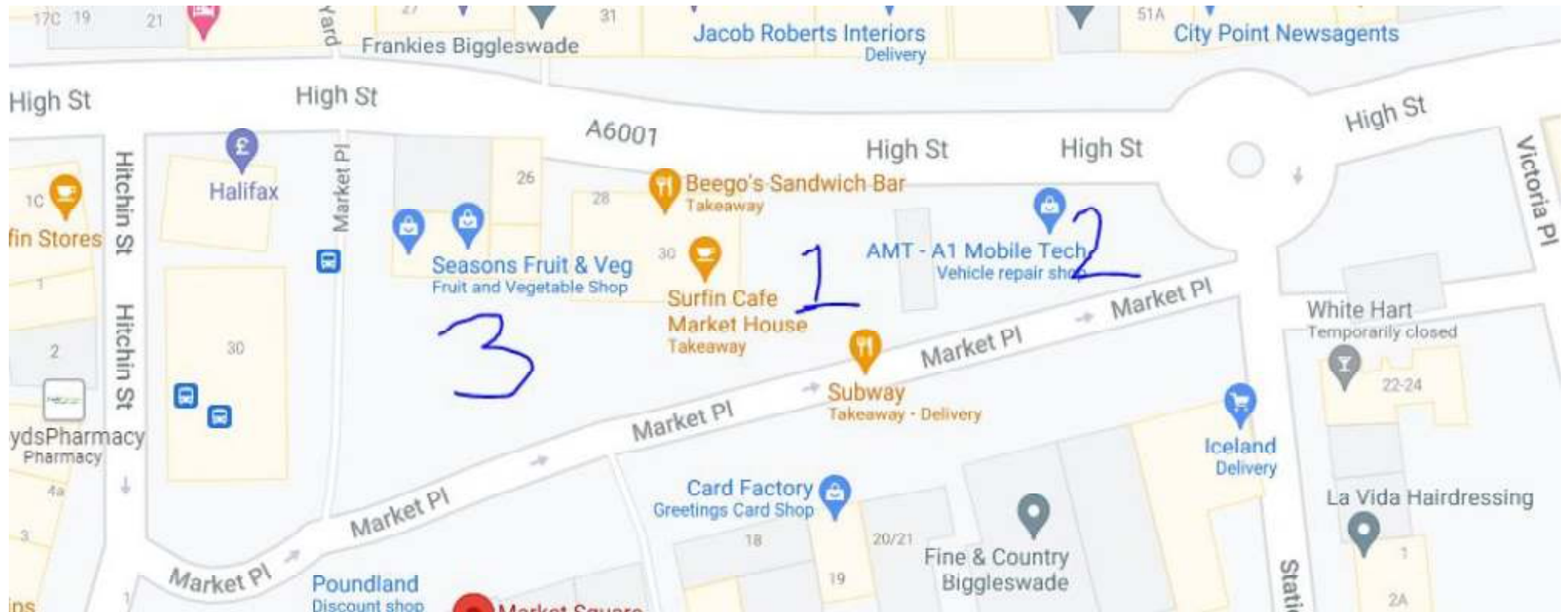
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Commercial Express Quotes Limited

B1 Custom House
The Waterfront
Level Street
Brierley Hill DY5 1XH



0800 978 8007
hello@commercialexpress.co.uk

commercialexpress.co.uk

Please find attached the new business documentation in respect of the above risk.

The documents have been issued in accordance with the information provided on the attached proposal.

Please read through the documentation carefully to ensure all details are correct and in order.

May we take this opportunity to thank you for placing business through the Commercial Express online placing facility.

Regards,

System

Commercial Express Quotes Ltd

Catering Trailer Certificate

It is essential that you make fair presentation of the risk that should include a full and unrestricted disclosure including every material fact and circumstance (a material fact or circumstance is material if it would influence the judgement of the Underwriter when considering whether to accept the risk and/or the assessment of the terms, conditions or premium which should be applied).

If you are unsure in any way that your disclosure is complete you should check with your insurance advisor.

In the event you fail to make a full unrestricted disclosure Underwriters may refuse to pay your claim, pay only part of your claim, and/or void your policy.

This statement will be considered together with the presentation of risk that you and your insurance advisor have provided to the Underwriter.

If the answers or information you have provided change during the period of insurance you should notify your insurance advisor as soon as reasonably possible as Underwriters may be unable to continue with cover.

SCHEDULE

Agent:	Barry Grainger Ltd
Agent Reference:	1899960
Quotation Number:	BARRY/0516925/052021
Policy Number:	CEQ409041/2021
The Insured:	Annette Evans
Correspondence Address:	11 Finzi Grove Biggleswade SG18 8UE
Product:	Catering Trailer
Period of Insurance:	Commencing 00:00:00 on the 06/06/2021 to 23:59:00 on the 05/06/2022
Sums Insured:	As per attached schedule
Excesses:	As per Policy wording unless otherwise stated
Premium:	£ 686.67
Legal Expenses Premium:	£ 0.00
I.P.T:	£ 82.40
Fee:	£ 25.00
Total Premium:	£ 794.07
Date proposal completed:	03/06/2021
Special condition(s):	As per attached schedule

Authorised Signatory



Signed in Dudley, West Midlands for and on behalf
of those Underwriters subscribing to this certificate

Dated this 03/06/2021

IMPORTANT NOTICE - Please check this Policy very carefully

The Insurers

For insurer details please refer to the policy wording

Important Information

Should You decide to cancel this Policy You can do so at any time by contacting Your insurance advisor.

If the policy is cancelled outside of the 14 day cooling off period there will be a minimum time on risk charge of £75.00 plus insurance premium tax.

Further to the General Conditions in your Policy Wording, under "Cancellation" if you cancel this insurance and have had any cover in force, any fees previously charged by Commercial Express are non-refundable. A £10.00 cancellation fee will be charged by Commercial Express to administer the cancellation of your policy.

Sums Insured and Coverage Schedule

Storage Address or Permanent Location of Trailer:

1. 11Finzi Grove, Biggleswade, SG18 8UE

11 Finzi Grove, Biggleswade, SG18 8UE**Material Damage:**

Level of Cover: Accidental Damage, Fire & Theft

Sum Insured and Coverage:

Trailer	£18,000
Loss of Money	Not Included
Loss of Stock in Trade/Contents	Not Included
Business Interruption	Not Included
Frozen Food	Not Included

Optional Covers:

Legal Expenses	Not Included
----------------	--------------

Third Party Interest:

Not Specified

Special Conditions:

None

Policywide Coverage specific to all Locations :**Liability:**

Employers Liability	£10,000,000
Public Liability	£10,000,000
Product Liability	£10,000,000

Special Conditions:

None

Proposal / Statement of Fact

IMPORTANT NOTICE: Please check this proposal/statement of fact for insurance very carefully.

Insured

It is essential that you make fair presentation of the risk that should include a full and unrestricted disclosure including every material fact and circumstance (a material fact or circumstance is material if it would influence the judgement of the Underwriter when considering whether to accept the risk and/or the assessment of the terms, conditions or premium which should be applied).

If you are unsure in any way that your disclosure is complete you should check with your insurance advisor.

In the event you fail to make a full unrestricted disclosure Underwriters may refuse to pay your claim, pay only part of your claim, and/or void your policy.

This statement will be considered together with the presentation of risk that you and your insurance advisor have provided to the Underwriter.

If the answers or information you have provided change during the period of insurance you should notify your insurance advisor as soon as reasonably possible as Underwriters may be unable to continue with cover.

Please enter the full business name and any trading names as they should appear on your policy documents

Annette Evans

Your correspondence address

11 Finzi Grove
Biggleswade
Bedfordshire
SG18 8UE

Liability Cover

Is cover required for Employers/Public/Products Liability?	Yes
Employers' Liability	£10,000,000
Public/ Product Liability	£10,000,000
Turnover/ Gross Receipts	Up to £50,000

11 Finzi Grove, Biggleswade, SG18 8UE

Sums insured and coverage

Material Damage Cover

Is Material Damage cover required for your Trailer/Static Unit?	Yes
Value of Trailer/Static Unit	£18,000
Please select the cover required:	Accidental Damage, Fire & Theft
Is cover required for Loss of Money? (not available if cover is Accidental Damage only)	No
Is cover required for loss of Stock in Trade/Non-Fixed contents?	No
Is Cover required for Business Interruption?	No
Is Cover required for Frozen Food?(not available for Mobile Units)	No
Level of cover required	

The Catering Trailer policy can now extended further by the purchase of Catering Legal Expenses Insurance.

- Defence of a contract of employment dispute with an employee
- Payment of any compensatory award arising from the judgement of an Employment Tribunal
- Pursuing a claim against any employee or former employees for possession of property owned by you
- Defence of directors or partners for prosecutions connected to normal business activities in a criminal or civil court, other than in connection with a motor vehicle
- Cover for enquiries in respect of TAX, VAT, PAYE & NIC Investigations
- 24 hours Legal Helpline - free access to legal advice and assistance

Not Included

Do you need to note an interested party on the policy?

No

Excess

Do you wish to reduce your excess to £0 for Section 1 Trailer or Static Unit for an additional premium of £15.00 + IPT (standard excess £250 unless specified otherwise)?

No

Insured property

Storage Address or Permanent Location of Trailer

11 Finzi Grove, Biggleswade, SG18 8UE

Business Information

When was the business established? (YYYY)

2020

Please select the Type of Trailer/Static Unit:

Mobile Catering Trailer

Is the trailer a converted caravan?

No

What is the make and model of the trailer?

Custom Build

Year Trailer Built? (YYYY)

2021

Serial Number/Datag Registration Number of Trailer?

TBC

Is the trailer equipped with a sliding platform to bolt all generators to?

No

Security details

When out of use is the trailer parked in either the driveway or in a locked secure compound?

Yes

The unit is fitted with a key operated hitch lock (identified by its own key number) and wheel clamp and that all security precautions are in force at all times when unattended, a wheel clamp is not required to be fitted to a Hi-Lo trailer, when trailer is lowered and wheels are not visible and/or accessible.

Yes

Do you ensure all cooking extraction equipment and all ducting grease traps/filters of any deep fat frying range or apparatus are cleaned at least once a month or at shorter intervals if requested by the manufacturer and keep a written record of the cleaning and records kept available for inspection?

Yes

You must ensure that the Trailer or Static Unit is fitted with a multi-purpose dry powder fire extinguisher of minimum 2kg capacity that is kept and maintained in accordance with manufacturer's recommendations and also fitted with a fire blanket if the Trailer or Static Unit is equipped for the cooking or heating of food or drink. You must keep a written record of all the service and maintenance carried out and the records must be kept available for Our inspection.

Yes

Does your trailer use any Gas whether installed or bottled?

Yes

You must ensure that bottled gas appliances and all gas pipes are inspected for signs of damage on a weekly basis. Any damage must be repaired immediately. You must keep a written record of the inspection and records must be kept available for Our inspection. You must ensure that a written safety check procedure is in place at the commencement of the Certificate and in accordance with this procedure a full safety check on the Trailer is carried out to ensure any gas bottles are secure and all cooking apparatus is completely shut down prior to moving or attempting to manoeuvre the Trailer. The safety check procedure must be available for our inspection.

Do you comply with this condition?

Yes

Additional Security Devices

Please confirm if the following are also present and operational:

Datagat or Thief beaters Tracking Solution?

No

Thatcham Approved Tracker?

Yes

Employer Reference Number (ERN) / Employer PAYE Reference

*Only a very tiny minority of employers that do not pay salaries through PAYE are exempt from providing an ERN.
All employers who pay PAYE must provide an ERN.*

Is the company exempt from having an ERN?

Yes

Disclosure

Please answer the questions below in respect of the applicable parties described in (i) (ii) (iii) & (iv) below. If you feel unable to answer a question(s) accurately or have a material fact or circumstance(s) to disclose please provide full details in the additional information box at the bottom of this page

- (i) You or any family member(s) that reside at or use the insured premises or are involved in the business
- (ii) Any Director or Partner
- (iii) Any person (s) with a beneficial interest of 25% or more in the business (other than mortgagees)
- (iv) Any person with management control of the insured entity (other than professional letting agents that you have contracted to manage the property):

Has the insured;

- a) Ever had insurance cover refused or cancelled or special terms imposed?
- b) Ever been convicted of, cautioned or have a prosecution pending for any criminal offence other than motoring offences?
- c) During the last five years under any other insurance policy made a claim(s), incurred a loss, damage or liability whether insured or not at these premises or any other location (other than claims made against motor/travel/pet and health policies)?
- d) Ever been declared bankrupt, incurred a County Court judgment(s) that remains unsatisfied or entered into an individual voluntary arrangement with creditors?
- e) Ever been a director of a company or partner of a business that:
 - i) went into liquidation, administration, or was subject to an insolvency process or scheme of arrangement with creditors?
 - ii) incurred a County Court judgment(s) that remains unsatisfied?
- f) Ever been prosecuted under the Health & Safety at Work Act?
- g) Ever been disqualified from acting as a Company Director?

No

No

No

No

No

No

No

Additional Information

Any further information or material facts you should or would like to advise Underwriters?

No

Declaration

The information you have provided in this statement together with the presentation of risk contains statements and facts that the underwriter will rely upon when deciding whether to accept this insurance and the terms offered including the amount of premium payable.

If you are in any doubt as to the completeness and accuracy of the statements and facts you are providing you should consult with your insurance advisor.

During the period of the insurance you must tell your insurance advisor as soon as reasonably possible if you become aware that any of the statements and facts that you have provided have changed.

I/We declare that:

- i. the statements and facts given are true and accurate.

if any statement or fact has been written by any other person, such person shall for that purpose be regarded as my/ our agent and not the agent of the Underwriters.

☒ X

I can confirm I have read and understood all questions relating to this quotation.

Privacy Notice for Policyholders – How Commercial Express will use your data

This Privacy Notice explains how Commercial Express Quotes Limited (Commercial Express) use any personal information we collect about you. Further details can be found on our website at:

<https://www.commercialexpress.co.uk/privacy-policy-policyholders> which gives you more information about how we use your data, who we share it with, how long we retain your data for and your rights. A copy can also be provided on request by using the contact details below.

Who we are:

Commercial Express Quotes Limited is the Data Controller of the information provided to us about you and is registered with the Information Commissioners Office under Registration Number Z7979314.

How to contact us:

Please contact us if you have any questions about this privacy notice or the information we hold about you, or if you wish to exercise your rights in relation to any of the personal data we hold about you. You can do this by:

Email at: hello@commercialexpress.co.uk, Phone: 01384 473021, or by writing to us at: Commercial Express, B1 Custom House, The Waterfront, Level Street, Brierley Hill, DY5 1XH

What information do we collect about you?

We will collect personal information about you for the purposes of providing insurance products or services. This may include your name, contact details, date of birth, your occupation, details about the risk to be insured and payment details. In some circumstances, we may need to collect information relating to health or criminal convictions in order to administer your insurance policy or if it is required for any legal obligations.

How is the information is provided to us?

Most of the personal information we hold about you is received from your Insurance Broker, who will provide us with your information so we can arrange your insurance policy for you. We may also collect personal information from you if you contact us directly, for example if you needed to make a complaint.

How will we use your data?

Where we process your personal information, we do so on the basis that the processing is necessary for the purposes of the performance of a contract with you or where we have legitimate interests to process that data, for example in order to provide you with a service. We will use your personal information to provide products and services as required by you, communicate with you, undertake statistical analysis, develop new products and services, and to meet our legal or regulatory obligations.

How to complain

If you have any concerns about our use of your personal information, you can make a complaint to us. You can do this by:

Email at: complaints@commercialexpress.co.uk

Phone: 01384 473021

Or by writing to us at: Commercial Express, B1 Custom House, The Waterfront, Level Street, Brierley Hill, DY5 1XH

You can also complain to the ICO if you are unhappy with how we have used your data.

The ICO's address is:

Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF

Helpline number: 0303 123 1113

ICO website: <https://www.ico.org.uk>

Catering Trailer Policy Wording

Guide to Catering Trailer Policy Wording

This insurance is designed to provide cover for **You** as owners of a Catering Trailer.

In deciding to accept this insurance and in setting the terms, **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions **We** ask by ensuring that any information provided is accurate and complete.

This **Policy** sets out all the circumstances in which **You** can make a claim. It is not a maintenance contract and does not protect against every loss.

There are Policy Conditions and Claims Conditions contained in this **Policy** and conditions specific to certain sections, additional requirements may also be imposed by **Endorsement**, that are all important to **Us** and which **We** rely upon **You** to comply with.

The Conditions clearly set out what **You** must do to ensure coverage under this **Policy** is not prejudiced. In the event **You** breach a condition(s) and **You** need to make a claim **You** will need to show that non-compliance with the condition could not have increased the risk of **Damage** which has occurred.

If **You** are unsure as to what a condition means or if **You** are not be able to comply with the terms **You** should consult with **Your** insurance advisor who arranged this insurance on **Your** behalf.

The General **Policy** definitions section provides the meanings to words and phrases wherever they appear in the **Policy**. Certain Sections may also contain definitions that are relevant to the particular section. **You** will see words in bold which highlights that for the purposes of this **Policy** they are a definition.

The **Policy** defines what is covered under separate sections 1-6. Within those Sections the extent of cover is explained together with conditions and exclusions specific to that Section.

Exclusions applying to the whole **Policy** are contained within the General Exclusions section and **We** will not pay a claim if these exclusions are applicable.

The **Policy** Conditions section sets out certain rights of **You** and **Us** and include conditions that apply to the whole of the **Policy**. The Claims Conditions section covers certain rights of **You** and **Us** in the event of a claim and details what to do in the event of a claim under this **Policy**.

The **Schedule** attaching to this **Policy** will set out the **Period of Insurance** and specify which Sections of this **Policy** are operative including the **Sums Insured**.

The **Schedule** may also contain additional conditions to the **Policy** wording that **We** have imposed placing additional conditions on **You** and/or limiting coverage. The terms of these conditions will be attached to the **Policy** in the form of an **Endorsement**. This **Policy** and any replacement **Schedule** and/or **Endorsement** are to be read together as one document.

In the unlikely event **You** feel that **You** need to make a complaint concerning this insurance **You** will find this in our complaints procedure section.

Reading the Policy

It is strongly recommended that **You** read the **Policy** including the **Policy Schedule** and any **Endorsements** to ensure that the **Policy** meets with **Your** requirements. This **Policy** is a legally binding contract which **You** have made with **Us**.

In the event that the **Policy** does not meet with **Your** requirements **You** should advise **Your** insurance advisor who arranged this insurance on **Your** behalf without delay. **We** will then decide whether or not to agree to a variation of the **Policy**. However, the terms of the **Policy** will remain effective unless **We** have agreed to a variation in writing.

TO MAKE A CLAIM, PLEASE CALL: 01443 220317

Out of hours telephone number: 01443 229995

For full information relating to the Claims Conditions, please refer to pages 28-30 of this document.

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Authorised Policy

In consideration of the payment by **You** of the premium specified in the **Schedule We** agree (subject to the terms, conditions and exclusions of the **Policy**) to indemnify **You** against **Damage**, accident or injury occurring during the **Period of Insurance**.

Provided always that:-

- (i) **Our** liability will not exceed the **Sums Insured** or **Limits of Indemnity** stated in the **Schedule** or such other **Sum Insured** or limits of liability as maybe substituted by **Endorsement** or attached hereto;
- (ii) This **Policy** insures **You** only in respect of the sections where a **Sum Insured** or a **Limit of Indemnity** is specified in the **Schedule**

Any dispute arising out of or in connection with this **Policy** will be subject to and construed solely in accordance with the laws of England and Wales. **You** and **Us** agree that all disputes arising out of or in connection with the **Policy** will be subject to the jurisdictions of the courts of England and Wales or as otherwise agreed in accordance with the EU Disclosure Clause.



Authorised signatory

This **Policy** is underwritten by HCC International Insurance Company plc which is registered in England and Wales. HCC International Insurance Company plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number 202655). HCC International Insurance Company plc is registered at One Aldgate, London, EC3N 1RE (Company Number 01575839).

This **Policy** is arranged by Commercial Express Quotes Limited who act as an agent for **Us**. Commercial Express Quotes Limited is registered in England and Wales under company number 03862468 and is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 311067. Registered office B1 Custom House, The Waterfront, Level Street, Brierley Hill, DY5 1XH.

This is to certify that authorisation has been granted to Commercial Express Quotes Ltd under Contract Numbers B1262BW0365621 by HCC International Insurance Company plc.

Financial Services Compensation Scheme (FSCS)

Commercial Express Quotes Limited and HCC International Insurance Company plc are covered by the FSCS. This means that **You** may be entitled to compensation from the scheme in the unlikely event that Commercial Express Quotes Limited or HCC International Insurance Company plc cannot meet its obligations to **You** under this insurance. Further details about the scheme can be obtained from FSCS, PO BOX 300, Mitcheldean, GL17 1DY Tel: 0800 678 1100 or +44 (0) 207 741 4100 or www.fscs.org.uk.

General Policy Definitions

In this **Policy**, words that are highlighted in bold have the following meanings:

Bodily Injury means accidental death, Injury, illness or disease.

Business means the ownership or occupation of the **Trailer** or **Static Unit** by **You** only for the purpose of retailing food or drink or as agreed by **Us**, including:

- a) incidental repair and maintenance of the **Trailer** or **Static Unit**;
- b) the provision and management of canteens, clubs, sports, athletic and social welfare organisations for the benefit of **Your Employees**;
- c) the provision and management of first aid fire and ambulance services; and
- d) private work carried out by an **Employee of Yours** (with **Your** consent for any of **Your** directors, partners or officials).

Damage means accidental physical loss or destruction of or damage to the **Property Insured**.

Employee(s) means

- a) any person(s) under a contract of service or apprenticeship, working for **You** in connection with the **Business**;
- b) any labour master or labour only sub-contractor or person supplied or employed by them undertaking work for **You** in the course of the **Business**;
- c) any self-employed person undertaking work for **You** in the course of the **Business**;
- d) any person hired or borrowed by **You** from another employer under an agreement by which the person is considered to be employed by **You**;
- e) any student or person undertaking work for **You** under a work experience scheme while in the course of the **Business**;
- f) any voluntary helper undertaking work for **You** in the course of the **Business**.

Endorsement(s) means a change in the terms and conditions of this insurance agreed by **You** and **Us**. **Endorsements** which apply to **Your** insurance (if any) will be shown in **Your Schedule**.

Excess(es)

The amount **You** will have to pay towards each separate claim.

Fixed Equipment means any equipment or apparatus permanently fixed (fixtures and fittings) to the **Trailer** or **Static Unit** but excluding Generators and Gas Bottles.

Locked/Secure Compound means any location, behind locked gates with no other unsecured access.

Money means cash, bank notes, cheques, giro cheques, bankers' drafts, money orders, bills of exchange, unused postage stamps, holiday with pay stamps, credit company sales vouchers and VAT purchase invoices and luncheon vouchers all belonging to **You**, but only whilst in **Your** custody.

Non Fixed Contents means Trade Equipment & Utensils which are not permanently fixed to the **Trailer** or **Static Unit**.

Period of Insurance means the period specified in the **Schedule** and any additional period agreed by **Us** as provided in any **Endorsement** or until cancelled.

Policy means the entirety of the **Policy**, the **Schedule** and/or any **Endorsements** or amendments (whether or not such **Endorsements** or amendments are agreed prior to the **Policy** of insurance coming into force or at any time thereafter). All references to the terms, conditions and exclusions of the **Policy** will be construed as referring to the entire **Policy**.

Premises means **Catering Trailer** or **Static Unit** not in schedule

Property means material property.

Property Insured means **Trailer**, **Fixed Equipment**, **Non Fixed Contents**, **Stock in Trade** and **Money**.

Schedule(s) means the **Schedule** specifying the terms and extent of this **Policy**.

General Policy Definitions (continued)

Static Unit means the unit specified in the **Schedule** that is not by itself a mechanically propelled vehicle and that has been specifically manufactured or converted for the purposes of retailing food or drink or as agreed by **Us** and used solely for that purpose.

Sum Insured /Limit of Indemnity means the sum or limit specified in the **Schedule** as applying to the relevant Section of this **Policy** or items insured.

Stock In Trade means trade contents being stock in trade & Utensils.

Territorial Limits means the United Kingdom, the Channel Islands or the Isle of Man.

Trailer means any trailer that is not by itself a mechanically propelled vehicle and that has been specifically manufactured or converted for the purposes of retailing food or drink or as agreed by **Us** and used solely for that purpose.

We/Us/Our means HCC International Insurance Company plc.

You/Your means the person(s) or entity named in the **Schedule**.

Section 1 – Trailer and Static Unit

The following cover applies only if the **Schedule** shows that it is included.

Definitions Specific to this Section.

Where a definition is duplicated in each individual section and in the General Definition Sections of this **Policy**, the section specific definition prevails.

Damage means either:

Level of Cover:

- a) Accidental damage - physical damage or destruction not excluded by the terms of this **Policy** and excluding loss, damage or destruction arising from or caused by fire (including arson), theft or attempted theft; or
- b) Accidental damage and fire (including arson) - physical damage or destruction not excluded by the terms of this **Policy** and excluding loss, damage or destruction arising from or caused by theft or attempted theft; or
- c) Accidental damage, fire (including arson) and theft and attempted theft - physical damage or destruction not excluded by the terms of this **Policy**.

The level of cover selected will be shown in **Your Schedule**.

Cover

We agree to indemnify **You** if during the **Period of Insurance**, the **Trailer**, **Static Unit** or **Fixed Equipment** specified in the **Schedule** sustains **Damage** within the **Territorial Limits**, then following a valid claim under this **Policy** **We** will pay **You** at **Our** option the cost of repair or replacement up to the **Sum Insured** in accordance with following settlement conditions:

We will pay the cost of repair or replacement without deduction for wear and tear or depreciation except where:

- a) The **Sum Insured** is less than the total cost of replacement as new;
- b) The **Trailer** or **Static Unit** is older than 3 years;
- c) The **Fixed Equipment** is older than 3 years.

We will then at **Our** discretion either:

- i) Pay the cost of replacement or repair less a deduction for wear and tear or depreciation;
- ii) Proportionately reduce any payment by the same percentage as the **Sum Insured** bears to the replacement value;
- iii) Replace the **Trailer** or **Static Unit** with an equivalent unit.

Exclusions applicable to this Section (in addition the General Exclusions also apply to this Section)

The following exclusions apply irrespective of the level of cover selected.

We will not pay for:

- a) The first £250 of any **Damage** unless other specified in **Your Schedule**;
- b) **Damage** caused by wear, tear gradual deterioration, moth, insect or vermin, mechanical or electrical derangement or breakdown;
- c) **Damage** caused by climate or atmospheric conditions or extremes of temperature and loss resulting from seepage, spillage and leaking or inherent vice (a quality in property that causes it to damage or destroy itself);
- d) Unexplained shortages and/or mysterious disappearances;
- e) **Damage** caused as a direct result of overloading the **Trailer** or **Static Unit** beyond the manufacturers recommended weight limits;
- f) Any **Damage** to non-permanently **Fixed Equipment**, gas bottles or generators;
- g) Any **Damage** caused to the **Trailer** or **Static Unit** unless in **Your** custody or control unless otherwise stated in the **Schedule**.

Section 1 – Trailer and Static Unit (continued)

Conditions applicable to this Section

Average

Each item insured under this Section is declared to be separately subject to the following condition of Average;

If at the time of **Damage** the cost of repair or replacement is more than the **Sum Insured**, **We** will pay only for the loss in the same proportion. For example, if **Your Sum Insured** only covers two-thirds of the cost of the **Trailer** or **Static Unit** **We** will only pay two-thirds of the claim.

The **Excess** will not be reduced in the event that the Average condition applies to **Your** claim.

Section 2 – Money

The following cover applies only if the **Schedule** shows that it is included.

Definitions Specific to this Section.

Where a definition is duplicated in each individual section and in the General Definition Sections of this **Policy**, the section specific definition prevails.

Damage means either:

Level of Cover:

- b) Accidental damage and fire (including arson) - physical damage or destruction not excluded by the terms of this **Policy** and excluding loss, damage or destruction arising from or caused by theft or attempted theft; or
- c) Accidental damage, fire (including arson) and theft and attempted theft - physical damage or destruction not excluded by the terms of this **Policy**.

The level of cover selected will be shown in **Your Schedule**.

Cover

We agree to indemnify **You** if during the **Period of Insurance**, **Money** specified in the **Schedule** sustains **Damage** within the **Territorial Limits**, then following a valid claim under this **Policy** **We** will pay **You** up to the **Sum Insured**.

We also agree to indemnify **You** following damage to any safe owned by **You** as a result of theft or attempted theft provided that **Our** liability in any one event under this Section does not exceed the **Sum Insured**.

Exclusions applicable to this Section (in addition the General Exclusions also apply to this Section)

The following exclusions apply if Level of Cover b) Accidental damage and fire (including arson) is selected:

This Section does not cover

- a) The first £100 of any **Damage**;
- b) **Damage** caused by or arising from the dishonesty of any of **Your Employee(s)** unless discovered by or reported to **You** within 7 days;
- c) Damage to any safe if the keys or combination code is left in the **Trailer** or **Static Unit**;
- d) **Damage to Money** whilst in the post;
- e) **Damage** as a result of any shortages, or accounting errors or omissions.

In addition to the above exclusions, the following exclusions apply if Level of Cover c) Accidental damage, fire (including arson) and theft and attempted theft is selected:

- f) Theft or attempted theft unless following:
 - i) violent and or forcible entry to the **Trailer**, **Static Unit** or a premises occupied by **You** or **Your Employees**;
 - ii) **Money** whilst in transit that is accompanied at all times by **You** or **Your Employees**;
 - iii) a threat of violence against **You** or **Your Employee(s)** in respect of i) and ii) above;
- g) **Damage** not reported to the police within 24 hours;

Section 3 – Stock in Trade/Non Fixed Contents

The following cover applies only if the **Schedule** shows that it is included.

Definitions Specific to this Section.

Where a definition is duplicated in each individual section and in the General Definition Sections of this **Policy**, the section specific definition prevails.

Damage means either:

Level of Cover:

- a) Accidental damage - physical damage or destruction not excluded by the terms of this **Policy** and excluding loss, damage or destruction arising from or caused by fire (including arson), theft or attempted theft; or
- b) Accidental damage and fire (including arson) - physical damage or destruction not excluded by the terms of this **Policy** and excluding loss, damage or destruction arising from or caused by theft or attempted theft; or
- c) Accidental damage, fire (including arson) and theft and attempted theft - physical damage or destruction not excluded by the terms of this **Policy**.

The level of cover selected will be shown in **Your Schedule**.

Cover

We agree to indemnify **You** if during the **Period of Insurance**, **Stock in Trade/Non Fixed Contents** specified in the **Schedule** sustains **Damage** within the **Territorial Limits**, then following a valid claim under this **Policy** **We** will pay **You** at **Our** option the cost of repair or replacement up to the **Sum Insured** in accordance with the following settlement conditions:

- a) **Stock in Trade** – the cost price of the goods to **You**;
- b) **Non Fixed Contents**
 - i) the cost of repairing any item; or
 - ii) the cost of replacing the item as new.

Exclusions applicable to this Section (in addition the General Exclusions also apply to this Section).

The following exclusions apply if Level of Cover a) Accidental damage or b) Accidental damage and fire (including arson) is selected:

This Section does not cover

- a) The first £100 of any **Damage**;
- b) **Damage** to personal possessions, any tobacco, cigarettes, wines, spirits, jewellery, cameras, photographic equipment, watches, radios, mobile telephones, televisions, hi-fi equipment, video recorders, cassettes, discs, dvd players, tablets or computers, unless specifically agreed by **Us**;
- c) **Damage** due to change of temperature contamination or deterioration of **Stock in Trade**;
- d) **Damage** as a result of any shortages or accounting errors or omissions;
- e) **Damage** caused by or arising from the dishonesty of any of **Your Employees** unless discovered by or reported to **You** within 7 days;

In addition to the above exclusions, the following exclusions apply if Level of Cover c) Accidental damage, fire (including arson) and theft and attempted theft is selected:

- f) **Damage** not reported to the police within 24 hours;
- g) Theft or attempted theft unless following violent and or forcible entry to the **Trailer** or **Static Unit**.

Section 4 – Business Interruption

The following cover applies only if the **Schedule** shows that it is included.

Definitions Specific to this Section.

Indemnity Period

The period beginning with the occurrence of the **Damage** and ending not later than the maximum indemnity period as stated in the **Schedule** during which the results of the **Business** are affected as a result of the **Damage**.

Gross Income

The **Money** paid or payable to **You** for goods sold and delivered and services rendered in the course of the **Business** at the **Premises** less the net cost of **Stock** purchased.

Standard Gross Income

The **Gross Income** during that period in the twelve months immediately before the date of the **Damage** which corresponds with the **Indemnity Period** to which such adjustments will be made as may be necessary to provide for the trend of the **Business** and for variations in or special circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred, so that the figures thus adjusted will represent as nearly as may be practicable the result which, but for the **Damage**, would have been obtained during the relative period after the **Damage**.

Cover

We agree to indemnify **You** following a valid claim under Section 1 or 3 of this **Policy** where as a result the **Business** carried out by **You** is interrupted or interfered with. **We** will indemnify **You** against loss of **Gross Income** up to the **Sum Insured**.

We will pay to **You** the amount of loss sustained as follows;

- a) The reduction in **Gross Income** - the amount by which the **Gross Income** during the **Indemnity period** will, in consequence of the **Damage** fall short of the **Standard Gross Income** and which will not exceed the amount as stated in the **Schedule**.
- b) For additional expenses - those expenses reasonably incurred to minimise or avoid a reduction in **Gross Income** during the **Indemnity Period** but not exceeding the amount that would have been paid under a) (above) had such additional expenses not been incurred.
- c) For accountants charges - the fees payable by **You** to **Your** auditor or professional accountant reasonably incurred for producing and certifying any particulars required by **Us** in the connection with a claim under this Section.

Provided that if any charges or expenses of the **Business** are reduced during the **Indemnity Period** because of the interference or interruption then the amount payable will be reduced accordingly.

Exclusions applicable to this Section (in addition the General Exclusions also apply to this Section).

This Section does not cover:

- a) erasure, loss, distortion or corruption of information on computer systems or other records, programs or software caused deliberately by rioters, strikes, locked out workers, persons taking part in labour disturbances or civil commotions or malicious persons.
- b) other erasure, loss, distortion or corruption of information on computer systems or other records, programs or software unless resulting from **Damage** insured under Section 1. in so far as it is not otherwise excluded.

Conditions applicable to this Section

Alternative Trading

If during the **Indemnity Period** goods are sold or services rendered at alternative **Premises** for the benefit of the **Business** either by **You** or by others on **Your** behalf such benefit will be brought into account in arriving at the

reduction in **Gross Income**.

Section 4 – Business Interruption (continued)

Average

If at the time of the loss the **Gross Income** as adjusted for the trend of the **Business** and the maximum **Indemnity Period** are greater than the **Sum Insured** stated in the **Schedule** then **You** will be considered as **Your** own insurer for the difference and must bear a rateable proportion of the loss accordingly.

Ceased Trading

This Section will be of no effect if the **Business** is wound up, carried on by a liquidator or receiver or permanently discontinued unless such alteration has been agreed in writing by **Us**.

VAT

To the extent that **You** are accountable to the tax authorities for Value Added Tax all terms in this Section will be exclusive of such tax.

Section 5 – Stock Deterioration Following Refrigeration Breakdown

The following cover applies only if the **Schedule** shows that it is included.

Cover

We agree to indemnify **You** if during the **Period of Insurance** refrigerated **Stock in Trade** sustains **Damage** whilst contained in the units described in the **Schedule** due to a change in the temperature following breakdown of the refrigeration machinery or failure of the public electricity or gas supply or the action of refrigeration fumes escaping from the equipment, then following a valid claim under this **Policy We** will pay **You** up to the **Sum Insured**.

Exclusions applicable to this Section (in addition the General Exclusions also apply to this Section)

This Section does not cover:

- a) The deliberate act of any electricity or gas supply authority or the exercises by any such authority of its power to withhold or restrict supply or failure of the electricity or gas supply due to strikes or any other withdrawal of labour by employees of any electricity or gas authority or consequential loss of any nature.
- b) The first £100 of any **Damage**.

Conditions applicable to this section

Maintenance

You must ensure that the refrigerator Unit(s) is/are maintained by the manufacturer, installer or competent engineer under an annual maintenance contract otherwise no cover will operate under this Section.

In respect of each Item separately, **Our** liability for any **Damage**, will not exceed the respective **Sum Insured**, nor will it exceed such proportion of the said **Damage** as the **Sum Insured** bears to the total value of the **Property** insured by such Item.

Section 6 – Employers, Public and Products Liability

The following cover applies only if the **Schedule** shows that it is included.

Definitions Specific to this Section.

Offshore means from the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or any offshore platform.

Principal means any public authority company firm or person to whom **You** have contractually agreed to supply services in accordance with **Your Business**.

Product means any goods or products (including their containers, labelling instructions or advice provided in connection therewith) sold or supplied by **You** in the course of **Your Business**.

Cover

We agree to indemnify **You** in respect of all sums which **You** become legally liable to pay as compensation arising out of events occurring during the **Period of Insurance** in the **course** of the **Business** following:

Event 1 – Employers Liability

Bodily Injury caused to an **Employee** within the **Territorial Limits**.

Event 2 – Public Liability

Accidental **Bodily Injury** to any person or accidental **Damage to Property** or obstruction, trespass or nuisance within the **Territorial Limits**.

Event 3 – Products Liability

Accidental **Bodily Injury** to any person or accidental **Damage to Property** occurring anywhere in the world caused by any **Product**.

Extensions applying to this Section

Contractual Liability and Indemnity to Principal

Applicable to Event 1 – Employers Liability and Event 2 – Public Liability only.

We will at **Your** request, indemnify any **Principal** to the extent required by contract conditions between **You** and the **Principal**, in respect of legal liability arising solely from the negligent performance of work by **You** for such **Principal**.

Provided that:

- a) **We** will retain sole conduct and control of any claim;
- b) The **Principal** will observe, fulfil and be subject to the terms, conditions, **Endorsements** and exclusions of the **Policy** so far as they can apply;
- c) **We** will not pay for liability in respect of liquidated damages clauses, penalty clauses or performance warranties;
- d) the indemnity granted by Event 1 – Employers Liability will only apply in respect of liability to any person who is **Your Employee**.

Where any indemnity is provided to the **Principal** **We** will treat each **Principal** and **You** as though a separate insurance had been issued to each provided that nothing in this extension will increase **Our** liability to pay more than the **Limit of Indemnity** in respect of any one claim or during any one **Period of Insurance**.

Defence Costs

We will also pay all costs, fees and expenses incurring by **You** with **Our** prior consent in the defence or settlement of any claim under this Section (hereinafter called defence costs).

Defence costs include legal expenses:

- a) incurred by or awarded against **You** arising out of any prosecution of **You** for breach or alleged breach of part 1 of the United Kingdom Health and Safety at Work Act 1974 (and/or any legislation of similar effect) provided that **We** will not be liable for any fines or penalties imposed as a result of such prosecution;

Section 6 – Employers, Public and Products Liability (continued)

- b) for any offence under Part II of the Consumer Protection Act 1987 and/or Part II of the Food Safety Act 1990 (and/or legislation of similar effect);
- c) arising out of representation of any Coroner's Inquest or fatal accident inquiry;
- d) for representation in connection with an alleged offence under the Corporate Manslaughter and Corporate Homicide Act 2007;
- e) arising out of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity by this Section.

Defence costs will be payable in addition to the **Limit of Indemnity** except in respect of Event 1 – Employers Liability when the **Limit of Indemnity** will be inclusive of defence costs unless a specific **Endorsement** is applied to this **Policy**.

Indemnity to other Persons

We will indemnify the following as if a separate **Policy** had been issued to each:

- a) in the event of **Your** death, **Your** personal representatives in respect of liability incurred by **You**;
- b) at **Your** request:
 - i) any officer or member of **Your** canteen, clubs, sports, athletic, social or welfare organisations and first aid, fire, security and ambulance services in their respective capacity as such;
 - ii) any director, partner or **Employee** while acting in connection with the **Business** in respect of liability for which **You** would have been entitled to indemnity under this **Policy** if the claim for which indemnity is being sought had been made against **You**.

Provided that:

- a) any persons specified above must as though they were the insured be subject to the terms, exclusions and conditions of this **Policy** in so far as they can apply;
- b) nothing in this extension will increase **Our** liability to pay an amount exceeding the **Limit of Indemnity** of the operative Event(s) regardless of the number of persons claiming to be indemnified.

Non-Manual Work Overseas

We will indemnify **You** in respect of cover for Event 1 – Employers Liability and Event 2 - Public Liability, in respect of compensation, costs and expenses, where **Your** directors, partners or **Employees** who are ordinarily resident in the **Territorial Limits** are on temporary non-manual visits for the purposes of the **Business** anywhere in the world.

We will not indemnify **You** in respect of any amount payable under Workmen's Compensation Social Security or Health insurance legislation.

Exclusions applicable to this Section (in addition the General Exclusions also apply to this Section)

Exclusions applying to Event 1 – Employers Liability only

We will not indemnify **You** in respect of liability:

- a) incurred in circumstances where any road traffic legislation requires compulsory insurance or security and an indemnity is afforded to **You** by any such insurance or security.
- b) arising out of work undertaken **Offshore**;

Exclusions applying to Event 2 – Public Liability only

We will not indemnify **You** in respect of liability:

- a) for **Damage to Property** owned, leased or hired by **You**, on loan to **You**, held in trust by **You** or otherwise in **Your** care, custody or control other than:
 - i) clothing and personal effects of **Your** directors, partners or **Employees** and visitors;
 - ii) any premises (including contents within these premises) not being premises leased or rented by **You** which are temporarily occupied by **You** for the purposes of carrying out work in or to such premises.
- b) arising out of the ownership, possession or use by **You** or on **Your** behalf of any:
 - i) aircraft, aero spatial device or hovercraft;
 - ii) watercraft;
- c) arising out of or caused by work undertaken **Offshore**;

Section 6 – Employers, Public and Products Liability (continued)

- iii) mechanically propelled vehicle (or trailer attached thereto) where compulsory insurance or security in respect of any such vehicle (or trailer attached thereto) is required by any road traffic legislation.
- d) arising out of or caused by any **Product** after it has ceased to be in **Your** custody or control other than food or drink supplied for the use by **Employees**.

Exclusions applying to Event 3 – Products Liability only

We will not indemnify **You** in respect of liability:

- a) arising out of or caused by any **Product** which to **Your** knowledge is for use in or supply to the United States of America or Canada;
- b) arising from or caused by any **Product** in **Your** custody or control;
- c) arising from any **Product** which to **Your** knowledge is for use in or on any aircraft, missile or for aviation or aero spatial purposes.
- d) arising from any action brought against **You** in any country not being a member of the European Community where **You** have a branch, parent or subsidiary

Exclusions applying to Event 2 – Public Liability and Event 3 – Products Liability only

We will not indemnify **You** in respect of liability:

- a) **Bodily Injury** to any **Employee** arising out of and in the course of their employment by **You**;
- b) caused by or arising out of professional advice given by **You** for a fee or in circumstances where a fee would normally be charged;
- c) arising out of or caused by the failure of goods to perform their intended function;
- e) for the cost or expense of recalling, replacing, altering, removing or making any refund in respect of any **Product** arising from:
 - i) a defect in or the harmful nature of such **Product**;
 - ii) an error or fault in connection with the sale, supply or presentation of such **Product**;
- d) arising out of or caused by Pollution of the atmosphere or of any water, land, buildings or other tangible **Property** except to the extent that such pollution:
 - i) was the direct result if a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the **Period of Insurance**;
 - ii) was not the direct result of **You** failing to take reasonable precautions to prevent such pollution.

Provided always that all such pollution which arises out of one incident will be considered for the purposes of this **Policy** to have occurred at the time such incident takes place and that **Our** total liability to pay damages (including claimants' costs, fees and expenses) under this clause will not exceed the **Limit of Indemnity** stated in the **Schedule** in total in respect of the **Period of Insurance**;
- e) caused by or arising out of any component building material that must be removed, encapsulated, or otherwise abated because its presence is a hazard to human health;
- f) caused by or arising out of any act of terrorism.
- g) The first £250 (the **Excess**) of each and every claim.

Exclusions applying to Event 1 – Employers Liability, Event 2 – Public Liability and Event 3 – Products Liability

We will not indemnify **You** in respect of liability:

- a) in respect or any judgement award or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement award or settlement either in whole or part unless **You** have requested that there will be no such limitation and **You** have accepted the terms offered by **Us** in granting such cover and a specific **Endorsement** is applied to this **Policy**;
- b) for punitive, exemplary or multiplied damages;
- c) arising out of or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos, except to the

Section 6 – Employers, Public and Products Liability (continued)

extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees**, in which case a sub limit of indemnity of £5,000,000 will apply.

Conditions applicable to this Section

Limit of Indemnity

Event 1 – Employers Liability

The **Limit of Indemnity** in respect of compensation costs and expenses in respect of any one accident or series of accidents arising out of any one event.

Event 2 – Public Liability

The **Limit of Indemnity** in respect of any one accident or series of accidents arising out of any one event.

Event 3 – Public Liability

The **Limit of Indemnity** in the aggregate during any one **Period of Insurance**.

Maximum Payments

We may at **Our** discretion pay to **You** the **Limit of Indemnity** (less any sum or sums already paid in respect of or in lieu of compensation) or any lesser sum for which the claim or claims against **You** can be settled and **We** will not be under any further liability in respect of such claim or claims except for costs and expenses incurred prior to such payment.

Provided that in the event of a claim or series of claims resulting in **Your** liability to pay a sum more than the **Limit of Indemnity Our** liability for costs and expenses will not exceed an amount being the same proportion as **Our** payment to **You** bears to the total payment made by or on **Your** behalf in settlement of the claim or claims.

Disputes

Any dispute concerning the interpretation of the terms and conditions of this Section will be resolved in accordance with the jurisdiction of the territory in which this **Policy** is issued.

Limitation

We will not indemnify **You** for damages, costs and expenses payable in respect of any one claim against **You** or series of claims against **You** arising out of any one event exceeding £5,000,000. This limitation will only apply in respect of any liability of any nature directly or indirectly caused by or contributed to by or arising from War, Civil War, Terrorism or Political Risk as defined below.

For the purposes of this Limitation Condition, “War, Civil War, Terrorism or Political Risk” means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of Property by or under the order of any Government or public or local authority, Terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any of the above.

For the purposes of this Limitation Condition, “Terrorism” means an act or acts (whether threatened or actual) or any person or persons involving the causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made in whole or in part for political, religious, ideological or similar purposes.

Rights of Recovery

Applicable to Event 1 – Employers Liability only

The indemnity provided under Event 1 – Employers liability is deemed to be in accordance with such provisions as any law relating to compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man may require. If however, there have been non-compliance of any **Policy** conditions by **You** and **We** have paid any sum which would not have been paid but for the provisions of such law, then **You** will repay to **Us** all sums paid by **Us** within 14 days.

General Exclusions

Asbestos Exclusion Clause

This **Policy** does not cover any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to Asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

This exclusion does not apply to Section 6 Event 1 – Employers Liability where **Our** maximum limit of indemnity will be limited to £5,000,000.

Contamination and Pollution Exclusion Clause

- a) This **Policy** does not cover any loss, liability, **Damage** or liability due to contamination, soot, deposit, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.
- b) This Exclusion does not apply if such loss or **Damage** arises out of one or more of the following perils;
- i) Fire, lightning, explosion, impact of aircraft
 - ii) vehicle impact, sonic boom
 - iii) accidental escape of water from any tank, apparatus or pipe
 - iv) riot, civil commotion, malicious damage
 - v) storm, hail
 - vi) flood inundation
 - vii) earthquake
 - viii) landslide, subsidence
 - ix) pressure of snow, avalanche
 - x) volcanic eruption

Cyber and Data Exclusion Clause

This **Policy** does not cover any:

- a) Cyber
- loss, **Damage**, liability, cost or expense caused deliberately or accidentally by:
- i) the use of or inability to use any application, software, or programme;
 - ii) any computer virus;
 - iii) any computer related hoax relating to a) i) and/or a) ii) above.

However, where:

- a fire or explosion occurs as a result of a) i) or a) ii) above;
- an escape of water from any tank, apparatus or pipe occurs as a result of a) i) or a) ii) above; or
- a theft or attempted theft immediately follows a) i) or a) ii) above;

and that fire, explosion, escape of water from any tank, apparatus or pipe, theft or attempted theft would otherwise be covered under this **Policy**, **We** will still cover physical loss of **Damage** resulting from that fire, explosion, escape of water from any tank apparatus or pipe or theft or attempted theft.

- b) Electronic Data
- loss of or **Damage** to any electronic data (for example files or images) wherever it is stored.

Infectious or Contagious Disease Exclusion Clause

This **Policy** does not cover any loss, **Damage**, liability cost or expense, in any way caused by or resulting from:

- a) **infectious or contagious disease**;
- b) any fear or threat of a) above; or
- c) any action taken to minimise or prevent the impact of a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

General Exclusions (continued)

Institute Radioactive Contamination Exclusion Clause

This clause will be paramount and will override anything contained in this **Policy** inconsistent therewith:

In no case will this **Policy** cover loss **Damage** liability or expense directly or indirectly caused by or contributed to by or arising from;

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

Micro-Organism Exclusion Clause

This **Policy** does not cover any **Bodily Injury**, loss **Damage** claim cost expenses or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro -organism of any type, nature or description including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is;

- a) any physical loss or **Damage to Insured Property**
- b) any peril or cause whether or not contributing concurrently or in any sequence
- c) any loss of use occupancy or functionality
- d) any action required including but not limited to repair replacement removal clean-up abatement disposal relocation or steps taken to address medical or legal concerns.

This Exclusion replaces and supersedes any provision in this **Policy** that provides insurance, in whole or in part, for these matters.

Nuclear Energy Risks Exclusion Clause

This **Policy** excludes Nuclear Energy Risks whether such risks are written directly and/or via Pools and/or Associations.

For the purpose of this **Policy** Nuclear Energy Risks are defined as all first party and or third party insurances in respect of;

- a) nuclear reactors and nuclear power stations or plant
- b) any other premises or facilities whatsoever related to or concerned with:
 - i) the production of nuclear energy or
 - ii) the production or storage or handling of nuclear fuel or nuclear waste
 - iii) any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association.

Sanctions Exclusion Clause

We will not provide any benefit under this insurance to the extent of providing cover, payment or any claim or the provision or any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Sonic Bangs Exclusion Clause

The insurance by this **Policy** does not cover **Damage** caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Terrorism Exclusion Clause

Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, **Damage**, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, arising out of or in connection with any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion an act of Terrorism means an act, including but not limited to 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.

General Exclusions (continued)

This exclusion also excludes loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.

If **We** allege that by reason of this exclusion, any loss, **Damage**, cost or expense is not covered by this **Policy** the burden of proving the contrary will be upon **You**.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder will remain in full force and effect.

War and Civil War Exclusion Clause

Notwithstanding anything to the contrary contained herein this **Policy** does not cover loss or **Damage** directly or indirectly occasioned by happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to **Property** by or under the order of any government or public or local authority.

Policy Conditions

These are the conditions of the insurance **You** will need to meet as **Your** part of the contract. If **You** do not, a claim may be rejected, or payment could be reduced. In some circumstances **Your** Policy might become invalid.

Policy conditions applicable to all levels of cover:

Alteration in Risk

You must immediately notify Commercial Express Quotes Ltd via the insurance advisor that arranged this insurance on **Your** behalf if the risks has altered:

- a) by removal of any fire and security protections designed to prevent **Damage** to the **Property Insured**; or
- b) whereby the risk of **Damage** accident or liability is increased; or
- c) by the **Business** being wound up or carried on by a liquidator or receiver or permanently discontinued; or
- d) whereby **Your** interest ceases except by will or operation of law; or
- e) by **Your Trailer** being sold or replaced

otherwise the **Policy** will be treated as cancelled and all cover will terminate unless **You** have notified **Us** of any such alteration(s) and at **Our** option **We** have agreed in writing to vary the **Policy**.

Food Preparation

You must ensure that:

- a) all chefs have passed a food hygiene level 2 qualification;
- b) all chefs are registered with the local authority; and
- c) all chefs work to a current and valid food safety management procedure

otherwise **We** may refuse to pay **Your** claim(s) or provide indemnity under this **Policy**.

Reasonable Precautions

You must:

- a) take all reasonable precautions to prevent occurrences which may give rise to damage or accidents;
- b) maintain the **Trailer** and/or **Static Unit** and **Non Fixed Equipement** used in connection with the **Business**;
- c) take all reasonable steps to comply with statutory requirements, obligations and regulations imposed by any authority;
- d) take immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require.

Otherwise **We** may refuse to pay **Your** claim(s) or provide indemnity under this **Policy**.

Cancellation

Your Cancellation Rights

You may cancel this insurance within 14 days of the day **You** purchase this insurance or the day which **You** receive the **Policy**, whichever is the later by contacting Commercial Express Quotes Limited via the insurance advisor who arranged the insurance on **Your** behalf.

If this insurance is cancelled then, provided **You** have not made a claim, **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis. For example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual premium.

If **You** cancel this insurance outside the 14-day cooling off period, there will be an additional charge, as stated in the **Schedule** to cover the administrative cost of providing the insurance.

If **We** pay any claim, in whole or in part, then no refund of premium will be allowed. Notice of cancellation should be provided to Commercial Express Quotes Limited via the insurance advisor who arranged the insurance on **Your** behalf.

Policy Conditions (continued)

Our Cancellation Rights

We may cancel this insurance by giving **You** 14 days' notice in writing where there is a valid reason for doing so. **We** will refund the part of **Your** premium which applies to the remaining **Period of Insurance** providing **You** have not made a claim.

Commercial Express Quotes Limited will send **Our** cancellation letter to the address shown on the **Schedule** and will set out the reason for cancellation in this letter. Valid reasons may include but are not limited to:

- Where **We** have been unable to collect a premium payment, and this has not been rectified by **You** within the time period given.
- Where **You** are required in accordance with the terms of this **Policy** to co-operate with **Us** or send **Us** information or documentation and **You** fail to do so in a way that materially affects **Our** ability to process a claim, or **Our** ability to defend **Our** interests. In this case **We** may issue a cancellation letter and will cancel **Your Policy** if **You** fail to co-operate with **Us** or provide the required information or documentation by the end of the cancellation notice period.
- Where **We** reasonably suspect fraud.
- Due to the use of threatening or abusive behaviour or language, or intimidation or bullying of staff or suppliers.

Information You have given Us

In deciding to accept this insurance and in setting the terms and premium, **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

If **We** establish that **You** carelessly provided **Us** with false or misleading information, it could adversely affect **Your** insurance and any claim. For example, **We** may:

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not have otherwise have offered; or
- amend the terms of **Your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** carelessness; or
- charge **You** more for **Your** insurance or reduce the amount **We** pay on a claim in the proportion to the premium **You** have paid bears to the premium **We** would have charged **You**; or
- cancel **Your** insurance in accordance with the "Cancellation" condition of this **Policy**.

We or **Your** insurance advisor will write to **You** if **We**:

- intend to treat this insurance as if it never existed; or
- need to amend the terms of **Your** insurance; or
- require **You** to pay more for **Your** insurance.

Contracts (Rights of Third Parties) Act

The parties to this contract do not intend that any clause or term of this contract should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to his contract.

Your Personal Information Notice

Who we are

We are the underwriter(s) identified in the contract of insurance and/or the certificate of insurance.

The basics

We collect and use relevant information about **You** to provide **You** with **Your** insurance cover or the insurance cover that benefits **You** and to meet **Our** legal obligations.

This information includes details such as **Your** name, address and contact details and any other information that **We** collect about **You** in connection with the insurance cover from which **You** benefit. This information may include more sensitive details such as information about **Your** health and any criminal convictions **You** may have.

In certain circumstances, **We** may need **Your** consent to process certain categories of information about **You** (including sensitive details such as information about **Your** health and any criminal convictions **You** may have). Where **We** need **Your** consent, **We** will ask **You** for it **separately**. **You** do not have to give **Your** consent and **You** may withdraw **Your** consent at

Policy Conditions (continued)

any time. However, if **You** do not give **Your** consent, or **You** withdraw **Your** consent this may affect **Our** ability to provide the insurance cover from which **You** benefit and may prevent **Us** from providing cover for **You** or handling **Your** claims.

The way insurance works means that **Your** information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **Your** personal information in connection with the insurance cover that **We** provide and to the extent required or permitted by law.

Other people's details You provide to Us

Where **You** provide **Us** or **Your** agent or broker with details about other people, **You** must provide this notice to them.

Want more details?

For more information about how **We** use **Your** personal information please see **Our** full privacy notice(s), which is/are available online on **Our** website(s) or in other formats on request.

Contacting Us and Your rights

You have rights in relation to the information **We** hold about **You**, including the right to access **Your** information. If **You** wish to exercise **Your** rights, discuss how **We** use **Your** information or request a copy of **Our** full privacy notice(s), please contact **Us** or the agent or broker that arranged **Your** insurance who will provide **You** with **Our** contact details. Commercial Express Quotes Limited contact details are: B1 Custom House, The Waterfront, Level Street, Brierley Hill, DY5 1XH. Telephone Number +44 (0)1384 473021.

E.U. Disclosure Clause

The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance will be subject to English Law.

Instalment Premiums

If **You** default under a credit arrangement to pay the premium, all coverage ceases from the default date unless **We** agree in writing to re-instate cover.

Policy Excesses

As below unless specified otherwise in **Your** Schedule.

The following **Excesses** apply to each and every claim.

Section	Policy Excess
Section 1. Trailer or Static Unit	£250
Section 2. Money	£100
Section 3. Stock in Trade / Non Fixed	£100
Section 4. Business Interruption	£Nil
Section 5. Frozen Food	£100
Section 6. Employers Liability	£Nil
Section 7. Public Liability	£250
Section 8 Product Liability	£250

Additional Policy Conditions

In addition to the Policy conditions applicable to all levels of cover, the following Policy conditions apply to Level of Cover a) Accidental damage:

Out of use storage

You must comply with the below otherwise, if a claim happens as a result of **Your** non-compliance, **Damage** caused by or arising out of malicious damage will be excluded under this **Policy**.

- a) **You** must ensure that when the **Trailer** is out of use, it must be parked either on **Your** driveway, or in a locked/secure compound at the address shown in **Your** Schedule other than when parked overnight at a show or event.

Policy Conditions (continued)

Cleaning

You must comply with the below otherwise, if a claim happens as a result of **Your** non-compliance, **Damage** caused by or arising out of explosion will be excluded under this **Policy**.

- a) **You** must ensure that all cooking extraction equipment and all ducting grease traps or filters of any deep fat frying range or apparatus are cleaned at least once a month or at shorter intervals if recommended by the manufacturer;
- b) **You** must keep a written record of the cleaning and the records must be kept available for **Our** inspection.

Fire Extinguisher

You must comply with the below otherwise, if a claim happens as a result of **Your** non-compliance, **Damage** caused by or arising out of explosion will be excluded under this **Policy**.

- a) **You** must ensure that the **Trailer** or **Static Unit** is fitted with a multi-purpose dry powder fire extinguisher of a minimum 2kg capacity that is kept and maintained in accordance with manufacturers recommendations and also fitted with a fire blanket if the **Trailer** or **Static Unit** is equipped for the cooking or heating of food or drink;
- b) **You** must keep a written record of all the service and maintenance carried out and the records must be kept available for **Our** inspection.

Gas Appliances and Gas Pipes inspection

You must comply with the below otherwise, if a claim happens as a result of **Your** non-compliance, **Damage** caused by or arising out of explosion will be excluded under this **Policy**.

- a) **You** must ensure that bottled gas appliances and all gas pipes are inspected for signs of damage on a weekly basis. Any damage must be repaired immediately;
- b) **You** must keep a written record of the inspection and records must be kept available for **Our** inspection.

Gas Bottles

You must comply with the below otherwise, if a claim happens as a result of **Your** non-compliance, **Damage** caused by or arising out of explosion will be excluded under this **Policy**.

- a) **You** must ensure that a written safety check procedure is in place at the commencement of the **Policy** and in accordance with this procedure a full safety check on the **Trailer** is carried out to ensure any gas bottles are secure and all cooking apparatus is completely shut down prior to moving or attempting to manoeuvre the **Trailer**.
- b) The safety check procedure must be available for **Our** inspection.

Trailer Protections

You must comply with the below otherwise, if a claim happens as a result of **Your** non-compliance, **Damage** caused by or arising out of malicious damage will be excluded under this **Policy**.

- a) **You** must ensure that any **Trailer** is fitted with a key operated hitch-lock (identified by its own key number), and wheel-clamp and that all security protections are in force at all times when the **Trailer** is unattended. A Wheel Clamp will not be required to be fitted to a Hi-Lo Trailer when the **Trailer** is lowered, and the wheels are not visible and/or accessible.

In addition to the Policy conditions applicable to all levels of cover, the following Policy conditions apply to Level of Cover b) Accidental damage and fire (including arson):

Out of use storage

You must comply with the below otherwise, if a claim happens as a result of **Your** non-compliance, **Damage** caused by or arising out of malicious damage or arson will be excluded under this **Policy**.

- a) **You** must ensure that when the **Trailer** is out of use, it must be parked either on **Your** driveway, or in a locked/secure compound at the address shown in **Your Schedule** other than when parked overnight at a show or event.

Policy Conditions (continued)

Cleaning

You must comply with the below otherwise, if a claim happens as a result of **Your** non-compliance, **Damage** caused by or arising out of fire or explosion will be excluded under this **Policy**.

- a) **You** must ensure that all cooking extraction equipment and all ducting grease traps or filters of any deep fat frying range or apparatus are cleaned at least once a month or at shorter intervals if recommended by the manufacturer;
- b) **You** must keep a written record of the cleaning and the records must be kept available for **Our** inspection.

Fire Extinguisher

You must comply with the below otherwise, if a claim happens as a result of **Your** non-compliance, **Damage** caused by or arising out of fire or explosion will be excluded under this **Policy**.

- a) **You** must ensure that the **Trailer** or **Static Unit** is fitted with a multi-purpose dry powder fire extinguisher of a minimum 2kg capacity that is kept and maintained in accordance with manufacturers recommendations and also fitted with a fire blanket if the **Trailer** or **Static Unit** is equipped for the cooking or heating of food or drink;
- b) **You** must keep a written record of all the service and maintenance carried out and the records must be kept available for **Our** inspection.

Gas Appliances and Gas Pipes inspection

You must comply with the below otherwise, if a claim happens as a result of **Your** non-compliance, **Damage** caused by or arising out of fire or explosion will be excluded under this **Policy**.

- a) **You** must ensure that bottled gas appliances and all gas pipes are inspected for signs of damage on a weekly basis. Any damage must be repaired immediately;
- b) **You** must keep a written record of the inspection and records must be kept available for **Our** inspection.

Gas Bottles

You must comply with the below otherwise, if a claim happens as a result of **Your** non-compliance, **Damage** caused by or arising out of fire or explosion will be excluded under this **Policy**.

- a) **You** must ensure that a written safety check procedure is in place at the commencement of the **Policy** and in accordance with this procedure a full safety check on the **Trailer** is carried out to ensure any gas bottles are secure and all cooking apparatus is completely shut down prior to moving or attempting to manoeuvre the **Trailer**.
- b) The safety check procedure must be available for **Our** inspection.

Trailer Protections

You must comply with the below otherwise, if a claim happens as a result of **Your** non-compliance, **Damage** caused by or arising out of malicious damage will be excluded under this **Policy**.

- a) **You** must ensure that any **Trailer** is fitted with a key operated hitch-lock (identified by its own key number), and wheel-clamp and that all security protections are in force at all times when the **Trailer** is unattended. A Wheel Clamp will not be required to be fitted to a Hi-Lo Trailer when the **Trailer** is lowered, and the wheels are not visible and/or accessible.

In addition to the Policy conditions applicable to all levels of cover, the following Policy conditions apply to Level of Cover c) Accidental damage, fire (including arson) and theft and attempted theft:

Out of use storage

You must comply with the below otherwise, if a claim happens as a result of **Your** non-compliance, **Damage** caused by or arising out of theft, attempted theft, malicious damage or arson will be excluded under this **Policy**.

Policy Conditions (continued)

- a) **You** must ensure that when the **Trailer** is out of use, it must be parked either on **Your** driveway, or in a locked/secure compound at the address shown in **Your Schedule** other than when parked overnight at a show or event.

Cleaning

You must comply with the below otherwise, if a claim happens as a result of **Your** non-compliance, **Damage** caused by or arising out of fire or explosion will be excluded under this **Policy**.

- a) **You** must ensure that all cooking extraction equipment and all ducting grease traps or filters of any deep fat frying range or apparatus are cleaned at least once a month or at shorter intervals if recommended by the manufacturer;
- b) **You** must keep a written record of the cleaning and the records must be kept available for **Our** inspection.

Fire Extinguisher

You must comply with the below otherwise, if a claim happens as a result of **Your** non-compliance, **Damage** caused by or arising out of fire or explosion will be excluded under this **Policy**.

- a) **You** must ensure that the **Trailer** or **Static Unit** is fitted with a multi-purpose dry powder fire extinguisher of a minimum 2kg capacity that is kept and maintained in accordance with manufacturers recommendations and also fitted with a fire blanket if the **Trailer** or **Static Unit** is equipped for the cooking or heating of food or drink;
- b) **You** must keep a written record of all the service and maintenance carried out and the records must be kept available for **Our** inspection.

Gas Appliances and Gas Pipes inspection

You must comply with the below otherwise, if a claim happens as a result of **Your** non-compliance, **Damage** caused by or arising out of fire or explosion will be excluded under this **Policy**.

- a) **You** must ensure that bottled gas appliances and all gas pipes are inspected for signs of damage on a weekly basis. Any damage must be repaired immediately;
- b) **You** must keep a written record of the inspection and records must be kept available for **Our** inspection.

Gas Bottles

You must comply with the below otherwise, if a claim happens as a result of **Your** non-compliance, **Damage** caused by or arising out of fire or explosion will be excluded under this **Policy**.

- a) **You** must ensure that a written safety check procedure is in place at the commencement of the **Policy** and in accordance with this procedure a full safety check on the **Trailer** is carried out to ensure any gas bottles are secure and all cooking apparatus is completely shut down prior to moving or attempting to manoeuvre the **Trailer**.
- b) The safety check procedure must be available for **Our** inspection.

Static Unit

You must comply with the below otherwise, if a claim happens as a result of **Your** non-compliance, **Damage** caused by or arising out of theft, attempted theft or malicious damage will be excluded under this **Policy**.

- a) **You** must ensure that the wheels and hitch of any **Static Unit** are permanently removed and that all security protections are in force at all times when the **Static Unit** is unattended.

Trailer Protections

You must comply with the below otherwise, if a claim happens as a result of **Your** non-compliance, **Damage** caused by or arising out of theft, attempted theft or malicious damage will be excluded under this **Policy**.

- a) **You** must ensure that any **Trailer** is fitted with a key operated hitch-lock (identified by its own key number), and wheel-clamp and that all security protections are in force at all times when the **Trailer** is unattended. A Wheel

Policy Conditions (continued)

Clamp will not be required to be fitted to a Hi-Lo Trailer when the **Trailer** is lowered, and the wheels are not visible and/or accessible.

Claims Conditions

These are the claims conditions of the insurance **You** will need to meet as **Your** part of the contract. If **You** do not, a claim may be rejected, or payment could be reduced. In some circumstances **Your** claim might become invalid.

Claims – Your Duties

On the happening of any event which may give rise to a claim **You** must:

- a) Applicable to Sections 1-5 of **Your Policy** (all sections except Employers, Public and Products Liability)
Notify **Our** Claims Representatives without delay, but in any event, within 30 days by calling:

Telephone number: 01443 220317

Emergency telephone number (including out of hours): 01724 761378.

Any claim caused by or arising from riot or malicious damage must be notified to **Our** Claims Representatives within 7 days;

Or

Applicable to Section 6 of **Your Policy** (Employers, Public and Products Liability)

Notify **Us** without delay, but in any event, within 30 days by using the following contact details:

Telephone number: 01656 868000

Email: liabilityclaims@tmhcc.com

- b) Applicable to all sections:
- i) take all practicable steps to recover **Property** lost and otherwise minimise the claim;
 - ii) not dispose of any **Damaged** items before **We** have inspected them;
 - iii) inform the Police without delay if the **Damage** is caused by thieves, malicious persons or vandals or by riot, civil commotion, strikes or labour disturbances;
 - iv) give all information and assistance **We** or **Our** Claims Representatives may require in a timely manner. **We** and **Our** Claims Representatives will only request information relevant to **Your** claim.

To enable **Your** claim to be dealt with quickly **We** or **Our** Claims Representatives will require **You** to provide assistance and evidence concerning the cause and value of the claim. Ideally, as part of the initial notification, **You** will provide:

- i) **Your** name, address and telephone numbers;
 - ii) Policy Number;
 - iii) The date of the incident;
 - iv) Police details / Crime Reference number where applicable;
 - v) The cause of the loss or **Damage**;
 - vi) Details of the loss or **Damage** together with the claim value if known;
 - vii) Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and names and addresses of any witnesses.
- c) Applicable to Section 1 – Trailer and Static Unit, Section 2 – Money, Section 3 Stock in Trade/Non Fixed Contents and Section 5 – Stock Deterioration following Refrigeration Breakdown.
- Within 30 days or such further time as **We** may in writing allow, deliver to **Our** Claims Representatives a written claim provided at **Your** own expense, all details, proofs and information regarding the cause and amount of **Damage** as **We** may reasonably require including any other insurances on any **Property Insured** by this **Policy** and (if demanded) a statutory declaration of the truth of the claim and of any related matters.
- If any items under Sections 1, 2, 3 or 5 are to be reinstated or replaced by **Us**, **You** must at **Your** own expense provide all such plans, documents, books and information as may reasonably be required.
- In certain circumstances **Our** Claims Representatives may require sight of freehold title or the lease which **You** must provide within 30 days of any such request.
- No such claim under this Section will be payable unless the terms of this condition have been complied with.

Claims Conditions (continued)

- d) Applicable to Section 4 – Business Interruption
- i) Within 14 days after the expiry of the **Indemnity Period** or within such further time **We** may in writing allow at **Your** own expense deliver to **Our** Claims Representatives a statement setting out particulars of the claim together with details of all other insurances covering any part of the **Damage** or resulting loss of **Gross Income**.
 - ii) **You** must at **Your** own expense also provide **Our** Claims Representatives with such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanations and other evidence as may reasonably be required by **Us** for the purpose of investigating or verifying such a claim together with (if demanded) a statutory declaration of the truth of the claim and of any related matter.

No claim under this Section will be payable unless the terms of this condition have been complied with and in the event of non-compliance therewith in any respect any payment on account of the claim already made will be repaid to **Us** without delay.

- e) Applicable to Section 6 – Employers, Public and Products Liability
- i) not make or allow to be made on **Our** behalf any admission, offer, promise, payment of indemnity without **Our** written consent;
 - ii) forward without delay to Commercial Express Quotes Limited, via **Your** insurance advisor who arranged this insurance on **Your** behalf, every letter, claim, writ, summons and process without acknowledgement;
 - iii) advise Commercial Express Quotes Limited, via **Your** insurance advisor, in writing without delay when **You** have any knowledge of any impending prosecution, inquest, fatal accident or ministry enquiry.

Claims –Our Rights

We:

- a) may appoint a loss adjuster to deal with the claim;
- b) on the happening of **Damage** in respect of which a claim is made, may without incurring any liability or diminishing any of **Our** rights under this **Policy** enter the premises where such **Damage** has occurred and take possession of or require to be delivered to **Us** any **Property Insured** and deal with such **Property** for all reasonable purposes and in any reasonable manner.
No Property may be abandoned to **Us** whether **We** have taken possession of the property or not;
- c) will have full discretion in the conduct of any proceedings and in the settlement of any claim where **We** have agreed to provide indemnity under this **Policy**.

Arbitration

If any difference arises as to the amounts to be paid under this **Policy** (liability being otherwise admitted) such difference will be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where this happens, the arbitrator must make a decision before **You** can start proceedings against **Us**.

Designation

For the purposes of determining where necessary the item heading under which the **Property** is insured **We** agree to accept the designation under which **Property** has been entered in **Your** books.

Fraud

If **You** make a fraudulent claim under this **Policy**, then **We:**

- a) are not liable to pay the claim;
- b) may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
- c) may by notice to **You** treat this **Policy** as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** right under clause c) above:

- a) **We** will not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under this **Policy** (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and

Claims Conditions (continued)

- b) **We** need not return any of the premiums paid.

Other Insurance

If **You** have any other insurance, effected by **You**, which cover the same loss, Injury, **Damage** or liability for loss, injury or **Damage**, as this **Policy**, **We** will pay only **Our** share of any claim.

Subrogation

Any claimant under this **Policy** must at **Our** request and expense take and permit to be taken all necessary steps for enforcing rights against any other party in **Your** name before or after any payment is made by **Us**.

We will be entitled to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name at **Our** expense and for **Our** benefit any claim for indemnity, damages or otherwise.

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 questions or concerns about **Your Policy** or the handling of a claim **You** should in the first instance contact the insurance advisor who arranged this **Policy** for **You**.

If **You** wish to make a complaint about the sales process or suitability of **Your Policy**, **You** should contact the Insurance advisor who arranged this **Policy** for **You**.

If **Your** complaint is about the handling of **Your** claim please use the contact details below:

Claims complaints relating to Sections 1-5 of **Your Policy** (all sections excluding Employers, Public and Products Liability):

Adjusting Associates,
Units 1 & 2 Ground Floor,
Magden park, Llantrisant,
Rhondda Cynon Taff, CF72 8XT

Telephone Number: 01443 220317

Claims complaints relating to Section 6 of **Your Policy** (Employers, Public and Products Liability):

Head of International Compliance
Tokio Marine HCC
1 Aldgate
London, EC3N 1RE

Phone +44 (0)20 7702 4700
Email: tmhcccomplaints@tmhcc.com

If **Your** complaint relates to any other matter, **You** should contact Commercial Express Quotes Limited, details below, who will try to resolve your complaint.

The Compliance Manager
Commercial Express
B1 Custom House
The Waterfront, Level Street
Brierley Hill, DY5 1XH

Phone +44 (0)1384 473021
Email: complaints@commercialexpress.co.uk

A copy of Commercial Express' complaints procedure can be viewed at <https://www.commercialexpress.co.uk/complaints>. Alternatively, a copy can be provided on request.

If **Your** complaint needs to be dealt with by **Us**, **Your** complaint will be referred to **Our** complaints team within three working days. **You** may also raise a formal complaint directly in writing or verbally to **Us** by using the contact details below:

Head of International Compliance,
Tokio Marine HCC International,
1 Aldgate,
London EC3N 1RE

Phone: +44(0)20 7702 4700
Email: tmhcccomplaints@tmhcc.com

Our complaints team will acknowledge **Your** complaint promptly and respond fully to **Your** concern or complaint within four weeks or less. If for any reason this is not possible, the complaints team will write to **You** to explain why they have been unable to conclude the matter within the four weeks. If **We** have been unable to resolve **Your** complaint in eight weeks, **We** will write to **You** explaining the reason as to why this has not been possible. **We** will also advise **You** of **Your** right to refer **Your** complaint to the Financial Ombudsman Services (if eligible).

Alternative Dispute Resolution Body

Should **You** be dissatisfied with the outcome of **Your** complaint, **You** may have the right (subject to eligibility) to refer **Your** complaint to the Financial Ombudsman Service (FOS), using the details below. The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. Contacting the FOS does not affect **Your** right to take legal action.

Complaints Procedure (continued)

If **You** live in the United Kingdom or the Isle of Man, the contact information is:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Phone: +44(0)800 023 4567 (calls to this number are free from “fixed lines” in the UK)
+44(0)300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).
Email: complaint.info@financial-ombudsman.org.uk.

You can find more information on the FOS at www.financial-ombudsman.org.uk.

If **You** live in the Channel Islands, the contact information is:

Channel Islands Financial Ombudsman
PO Box 114
Jersey
Channel Islands
JE4 9QG.

Tel: Jersey +44 (0)1534 748610; Guernsey +44 (0)1481 722218;
International +44 1534 748610.
Fax +44 1534 747629
Email: enquiries@ci-fo.org
Website: www.ci-fo.org

This complaints procedure does not affect **Your** right to take legal action.

Event Organisers Schedule

Certificate Policy Number: CEQ409041/2021
Insured: Annette Evans
Product: Catering Trailer
Period of Insurance: Commencing 00:00:00 on the 06/06/2021 to 23:59:00 on the 05/06/2022

Liability	Limits of Indemnity
Section A - Employers Liability	£10,000,000
Section B – Public Liability:	£10,000,000
Section C – Products Liability:	£10,000,000

IMPORTANT NOTICE - Please check this policy very carefully

This insurance is subject to the information detailed in this document. The Insured should carefully review the contents of the Certificate (including its attached schedule, endorsements and proposal / statement of facts). If any of the information set out therein is incorrect, the insured must notify the Commercial Express or the insurer. Failure to do so may invalidate the insurance provided.

Signed in Brierley Hill, West Midlands for and on behalf of those Underwriters subscribing to this certificate

COPY FOR EVENT ORGANISERS

Public Liability Schedule

Certificate Policy Number: CEQ409041/2021
The Insured Annette Evans
Product Catering Trailer
Period of Insurance: Commencing 00:00:00 on the 06/06/2021 to 23:59:00 on the 05/06/2022

Liability	Limits of Indemnity
Section B – Public Liability:	£10,000,000
Section C – Products Liability:	£10,000,000

IMPORTANT NOTICE - Please check this policy very carefully

This insurance is subject to the information detailed in this document. The Insured should carefully review the contents of the Certificate (including its attached schedule, endorsements and proposal / statement of facts). If any of the information set out therein is incorrect, the insured must notify the Commercial Express or the insurer. Failure to do so may invalidate the insurance provided.

Public Liability Schedule

Signed in Brierley Hill, West Midlands for and on behalf of those Underwriters subscribing to this certificate
Dated this derToday_5_(1)

Certificate of Employers' Liability Insurance (a)

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998 (the Regulations), one or more copies of this certificate must be displayed at each place of business at which the policy holder employs persons covered by the policy)

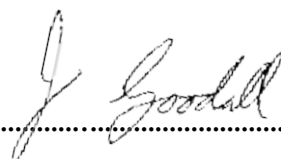
Policy No: CEQ409041/2021

1. Name of policy holder: Annette Evans
2. Date of commencement of insurance policy: 06/06/2021
3. Date of expiry of insurance policy: 05/06/2022

We hereby certify that subject to paragraph 2:

1. the policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey and the Island of Alderney, or to offshore installations in any waters outside the United Kingdom to which the Employers' Liability (Compulsory Insurance) Act 1969 or any amending primary legislation applies^(b); and
2. the minimum amount of cover provided by this policy is no less than GBP 5,000,000 ^(c)

Signed on behalf of Insurers as set out below subscribing to the above policy (Authorised Insurers)



.....Signature

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

Authorised Insurers 100.0% HCC International Insurance Company PLC

- (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, or 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 regulation 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.

Note: The information below this line does not form part of the statutory certificate. Those Insurers on whose behalf this certificate is issued require the following information to be entered by the issuing intermediary:

Name and address of issuing intermediary: Commercial Express Quotes Ltd, B1 Custom House, The Waterfront, Level Street, Brierley Hill, DY5 1XH.

Issuing intermediary's reference: B1262BW0365621
(if different from the Policy Number stated above)