

## INDEMNITY TO HIRERS

Subject to all provisions, terms, exceptions and conditions of the policy, Section 2 of the policy cover is extended as outlined below

### Cover

The Company will indemnify at the *public authority's* request, any Hirer as an additional *insured* from an *occurrence* that results in a claim for

- a) *personal injury* to any person (other than an employee of the Hirer if such *personal injury* arises out of and in the course of employment by the Hirer)
- b) *property damage* to the premises (including contents therein) hired from the *public authority*
- c) *property damage* to any other property not belonging to nor in the custody or control of the Hirer or any person in the Hirer's service
- d) *property damage* or *personal injury* under the terms of the Agreement (notwithstanding Exclusion 11 to Section 2. Public and Products Liability)

occurring during the Period of Insurance at the premises hired from the *public authority* arising out of the activities of the Hirer for

which such premises were hired

provided that any person or organisation claiming indemnity

- i) is not entitled to indemnity from any other source
- ii) will be subject to the terms, conditions and Exclusions of this Section insofar as they can apply in the same manner as any other *insured*

Notwithstanding ii) above, the cover provided under any Extensions to Section 2. Public and Products Liability other than Extension 2 - Cross Liability shall not apply to any indemnity granted to Hirers by virtue of this Endorsement.

For the purposes of this Endorsement:

Agreement shall mean the tenancy rental or other contract between the *public authority* and the Hirer concerning the use of premises hired from the *public authority*.

Hirer shall mean any individual or any committee for the time being of any association, club, society or charity hiring premises from the *public authority*.

### Limit of Liability and Excess

The liability of the Company for all amounts payable in respect of any indemnity provided by virtue of this Extension shall not exceed **£5,000,000 any one occurrence**. The **retention applicable to such indemnity is nil**.

If the Hirer comprises of more than one party, the Company will provide indemnity to each in the same manner and to the same extent as if a separate policy had been issued to each provided that the total liability of the Company for liability in respect of indemnity provided by virtue of this Extension shall not exceed the Limit of Indemnity stated above.

### Exclusions

In addition to and notwithstanding all of the above the Company shall not be liable in respect of

#### 1. Use of the premises

any claim for *property damage* or *personal injury* arising out of the use of the premises:

- a) for meetings organised by political parties
- b) for professional entertainment purposes
- c) for commercial or business functions which involve bringing into the premises equipment which operates by means of the application of heat
- d) for martial arts activities
- e) for any sporting activity but only in respect of *personal injury* or *property damage* suffered by one participant that was caused by another participant.

#### 2. Liquidated or Punitive Damages

any amount in respect of:

- a) liquidated damages or penalties which attach solely because of a contract or agreement
- b) punitive or exemplary damages
- c) fines.

#### 3. Vessels and Craft

any claim for *property damage* or *personal injury* arising out of the use of or caused by any vessel or craft designed to travel in on or through water air or space.

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