

# Community Allotments & Gardens, City Farms and Care Farm Scheme



**POLICY SCHEDULE**  
You will only be entitled to insurance cover under the below section or sections


<b>Policy Numbers</b>	PLON99/0070342 (Combined Liability policy) PLON99/0086497 (Personal Accident) PLON99/0086498 (Directors & Officers)
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**Policyholder**

<b>Insured</b>	Burley Model Allotments Association
<b>Address</b>	The Cardigan Centre, 145-149 Cardigan Road, Leeds
<b>Activities</b>	City farms & community gardens and associated trade

**Period of Insurance**

<b>From</b>	01/01/2019	<b>To</b>	31/12/2020
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	<p><b>AUTHORISED SIGNATURE</b> Issued subject to the terms of the attached Policy Wording and signed by the authorised representative of Sportscover Europe Ltd on behalf of the Underwriter/s detailed above.</p> 			
<b>Underwritten by</b>	Certain Underwriters at Lloyd's			
<b>Premium</b>	<b>Premium Summary</b>	<b>Premium</b>	<b>IPT</b>	<b>Total</b>
	<b>Employers Liability</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>
	<b>Public/Products Liability</b>	<b>£80.00</b>	<b>£9.60</b>	<b>£89.60</b>

<b>Cover Provided</b>	<p><b>PUBLIC &amp; PRODUCTS LIABILITY - INSURED</b></p> <p>Limit of Indemnity: £5,000,000 any one Occurrence, but limited to £5,000,000 in the aggregate in respect of Products Liability</p> <p>Excess: £250</p>												
	<p><b>EMPLOYERS LIABILITY - INSURED</b></p> <p>Limit of Liability: £10,000,000 any on occurrence</p> <p>Excess: £NIL</p>												
	<p><b>PROFESSIONAL INDEMNITY - INSURED</b></p> <p>Limit of Indemnity: £1,000,000 any one Claim, limited to £1,000,000 in the aggregate.</p> <p>Retroactive Date 1/7/2018</p> <p>Excess: £Nil</p>												
	<p><b>DIRECTORS &amp; OFFICERS LIABILITY - INSURED</b></p> <p>Limit of Indemnity: £100,000 Any one Occurrence, limited to £100,000 in the aggregate.</p> <p>Excess: £250</p>												
	<p><b>CORPORATE REIMBURSEMENT</b></p> <p>Limit of Indemnity: £100,000 Any one Occurrence, limited to £100,000 in the aggregate.</p> <p>Excess: £250</p> <p>Retroactive Date 1/7/2018</p>												
	<p><b>PERSONAL ACCIDENT - INSURED</b></p> <p>Clause 4.1 Capital Benefits     The percentage of this amount which is     £10,000 Payable for each of events 4.1.1 to 4.1.6</p> <p>The benefits payable will be the following percentage of the capital benefits specified above.</p> <table border="0"> <tr> <td>4.1.1. Death of Insured Persons aged 18 years and over.</td> <td>100%</td> </tr> <tr> <td>    Death of Insured Persons aged less than 18 years.</td> <td>20%</td> </tr> <tr> <td>4.1.2. Total and irrecoverable loss of use of all sight in both eyes and/or total and irrecoverable loss of use of both hands or both feet or of one hand and one foot.</td> <td>100%</td> </tr> <tr> <td>4.1.3. Total and irrecoverable loss of use of one hand or one foot together with total and irrecoverable loss of all sight in one eye.</td> <td>50%</td> </tr> <tr> <td>4.1.4. Total and irrecoverable loss of all sight in one eye or total and irrecoverable loss of use of one hand or one foot.</td> <td>250%</td> </tr> <tr> <td>4.1.5. Total and permanent disablement (other than disablement resulting from Events referred to in Capital Benefits 4.1.2, 4.1.3. and 4.1.4.) from engaging in or attending to any profession, business or Occupation</td> <td>100%</td> </tr> </table>	4.1.1. Death of Insured Persons aged 18 years and over.	100%	Death of Insured Persons aged less than 18 years.	20%	4.1.2. Total and irrecoverable loss of use of all sight in both eyes and/or total and irrecoverable loss of use of both hands or both feet or of one hand and one foot.	100%	4.1.3. Total and irrecoverable loss of use of one hand or one foot together with total and irrecoverable loss of all sight in one eye.	50%	4.1.4. Total and irrecoverable loss of all sight in one eye or total and irrecoverable loss of use of one hand or one foot.	250%	4.1.5. Total and permanent disablement (other than disablement resulting from Events referred to in Capital Benefits 4.1.2, 4.1.3. and 4.1.4.) from engaging in or attending to any profession, business or Occupation	100%
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	4.1.5. Total and permanent disablement (other than disablement resulting from Events referred to in Capital Benefits 4.1.2, 4.1.3. and 4.1.4.) from engaging in or attending to any profession, business or Occupation	100%											

<p><b>Cover Provided</b></p>	<p>whatsoever provided always that the benefits shall not be payable until such Disablement has continued for a period of 12 calendar months.</p> <p>4.1.6 If the Insured Person becomes totally and permanently disabled as a result of injury sustained whilst travelling to and from the Insured premises, We will pay 20% of the applicable capital benefits shown on the Policy Schedule.</p> <p>Clause 4.2 Medical Benefits – Not covered Clause 4.3 Loss of Income – Not covered</p> <p><b>ENDORSEMENTS</b></p> <p><b>Professional Indemnity Extension</b></p> <p><u>Definitions</u> (Applicable to this Professional Indemnity Extension only. All other Definitions are stated under 'Definitions', located on page 7 of the Active Liability Insurance Policy Wording.)</p> <ul style="list-style-type: none"> <li>• Aggregate means in total for all Claims Made.</li> <li>• Claims Made means claims made during the Period of Insurance.</li> <li>• Insured, as defined under the "General Definitions", automatically extends to include the Qualified Person who committed or is alleged to have committed the negligent act, error or omission giving rise to a Claim, provided that the Qualified Person is subject to and complies with the terms of this Policy so far as they can apply.</li> <li>• Known Circumstance means any circumstance or claim in respect of which the Insured are entitled to indemnity under this policy and of which the Insured are aware, or ought reasonably to be aware, at the commencement of the Period of Insurance, whether notified under any other insurance or not.</li> <li>• Qualified means that person has either the necessary and appropriate membership and/or registration to Federation of City Farms and Community Gardens.</li> <li>• Qualified Person means a Qualified person appointed by the City Farm and Community Gardens noted in the Schedule whilst acting in the scope of their duties in such capacity.</li> <li>• Retroactive Date means the retroactive date specified in this endorsement (above)</li> </ul>
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<p><b>Cover Provided</b></p>	<p><u>Insuring Agreements (what is covered)</u> (Applicable to this Professional Indemnity section only) Subject to the General Conditions, Claims Conditions and General Exclusions of this Policy in so far as apply, in accordance with the exclusions, conditions and definitions of this Extension, the Insurer agrees to Indemnify the Insured in respect of the Insured’s legal liability to pay damages and costs and expenses resulting from any claim alleging a breach of professional duty whether that duty is owed in contract or otherwise arising from any negligent act, error or omission of a</p> <p>Qualified Person whenever or wherever committed or alleged to have been committed in connection with the Business, provided that:</p> <ul style="list-style-type: none"> <li>• the claim is made against the Insured during the Period of Insurance and notified as soon as practicable in writing to the Insurer during the Period of Insurance; and</li> <li>• the alleged negligent act, error or omission occurred subsequent to the Retroactive Date and within the Territorial Limits.</li> </ul> <p>However, provided that the Insured gives the Insurer notice in writing of any circumstances which might give rise to a claim against the Insured:</p> <ul style="list-style-type: none"> <li>• as soon as reasonably practicable after the Insured becomes aware of those circumstances; and</li> <li>• before the expiry of the Period of Insurance;</li> </ul> <p>then this insurance will respond to any subsequent claims connected directly to those circumstances, even though no claim has actually been made against the Insured during the Period of Insurance.</p> <p><u>Extension of cover</u> (Applicable to this Professional Indemnity Extension only) In accordance with the exclusions, conditions and definitions of this Extension, and subject to the limit of indemnity, the Insurer agrees to Indemnify the Insured in respect of the Insured’s legal liability to pay damages and costs and expenses resulting from any claim made against the Insured during the Period of Insurance alleging Libel or Slander by reason of words written or spoken by the Insured.</p> <p><u>Limit of Indemnity</u> (Applicable to this Professional Indemnity Extension only) The liability of the Insurer under this Extension in respect of:</p> <ul style="list-style-type: none"> <li>• damages and claimants’ costs and expenses; and</li> <li>• costs, fees and expenses incurred by the Insured with the consent of the Insurer in the defence, investigation and settlement of a Claim Made against the Insured under this Extension; will not exceed the limit of indemnity specified in this Extension for any one claim and in aggregate for all Claims Made.</li> </ul>
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<b>Cover Provided</b>	<p><b>Hospitality Condition</b> Fire safety Condition</p> <p>If Your premises or any part of Your premises to which this Insurance applies are in:</p> <ol style="list-style-type: none"><li>1. England or Wales and Your premises are or become subject to the Fire Safety Order 2005 or orders made under that Act then a 'responsible person' must carry out, and keep up to date, a risk assessment and implement appropriate measures to minimise the risk to life and property from fire;</li><li>2. Scotland and Your premises are or become subject to the Fire Safety (Scotland) Regulations 2006 or orders made under those regulations then those persons with responsibility for Your premises must ensure the safety of others by putting in place appropriate fire safety measures based on an assessment of risk;</li><li>3. Northern Ireland and Your premises are or become subject to the Fire and Rescue Services (Northern Ireland) Order 2006 ("FRS") or the Fire Safety Regulations (Northern Ireland) 2010 or orders made under those regulations then:<ul style="list-style-type: none"><li>• a fire risk assessment must be undertaken by the responsible person as required by the FRS; and</li><li>• the appropriate person with control over Your premises must take responsibility for ensuring those premises reach the required fire safety standard;</li><li>• In all cases You should identify sources of fuel and ignition and establish general fire precautions including means of escape, warning and fighting fire, based on your fire risk assessment.</li></ul></li></ol> <p>Fire Doors Condition</p> <ul style="list-style-type: none"><li>• You must keep all doors and/or fire escapes unlocked and free of obstructions at all times during the opening hours of the Business.</li></ul> <p>Local Authority Licence condition</p> <ul style="list-style-type: none"><li>• You must under this Insurance obtain when necessary a licence from the local Authority to operate Your Business at the premises as stated in the Schedule.</li><li>•</li><li>• If such licence is withdrawn or refused then the Cover provided by this Insurance shall cease automatically.</li></ul> <p><b>Sub Contractors Condition</b> It is a condition precedent to Our liability that all sub contractors engaged by You shall have in force and effect Public Liability Insurance for third party Bodily Injury or Damage to Property with a minimum limit of indemnity limit of £5,000,000 throughout the duration of their contract with You.</p> <p>You shall undertake to obtain and retain documentary evidence of the said Insurances, prior to the commencement of any contract.</p>
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## **Bushcraft and Open Fires conditions**

### Bushcraft Conditions

All Bushcraft activities involving knives and sharp implements must be supervised at all times and all equipment must be maintained as per manufacturers' guidelines.

### Open Fire Conditions

You must:

- Ensure that open fires are set only in a controlled, open clearing and remain under constant supervision by You or an appropriate adult nominated by You. After extinguishing the fire, a continuous fire safety check must be made in the vicinity of the fire for a period of not less than thirty minutes to ensure that there is no risk that the fire will re-light.
- You must obtain the land owner's written permission before setting any fire, unless the fire is to be set in a controlled zone which the landowner has provided for this purpose.
- Ensure that appropriate forest fire safety equipment must be available to use at all times.

### **Use of Power Tools**

We shall not indemnify you for any legal Liability arising from the use of Power tools unless:

- Power tools are used as per the manufacturers guidelines
- Power tools are only used by a competent Adult
- Power tools are to be securely locked away when not in use

### **Animal Farm Park procedures conditions**

It is recommended that the client complies with the following guidelines in order to satisfy Health & Safety recommended procedures on site;

- Information should be provided. Persons providing public access to farm animals should inform visitors about the risk of transmission of enteric pathogens from farm animals to humans, and strategies for prevention of such transmission. This should include public information and risk of transmitting enteric infections to humans than others. Such animals include calves and other young ruminant animals, young poultry, and ill animals. When possible, information should be provided before the visit.
- Venues should be designed to minimize risk. Farm animal contact is not appropriate at food service establishments and infant care settings, and special care should be taken with school-aged children. At venues where farm animal contact is desired, layout should provide a separate area where humans and animals interact and an area where animals are not allowed. Food and beverages should be prepared, served and consumed only in animal-free areas. Animal petting should occur only in the interaction area to facilitate close supervision and coaching of visitors. Clear separation methods such as double barriers should be present to prevent contact with animals and their environment other than in the interaction area.
- Hand washing facilities should be adequate. Hand washing stations should be available to both the animal-free area and the interaction area. Running water, soap, and disposable towels should be available so that visitors can wash their hands immediately after contact with the animals. Hand washing facilities should be accessible, sufficient for the maximum anticipated attendance, and configured for use by children and adults. Children aged less than 5 years should wash their hands with adult supervision. Staff training and posted signs should emphasize the need to wash hands after touching animals or their environment, before eating, and on leaving the interaction area. Communal basins do not constitute adequate hand washing facilities. Where running water is not available, hand sanitizers should be used.
- Hand-mouth activities (e.g., eating and drinking, smoking, and carrying toys and pacifiers) should not be permitted in interaction areas.

## Community Allotments & Gardens, City Farms and Care Farm Scheme



- Persons at high risk for serious infections should observe heightened precaution. Farm animals should be handled by everyone as if the animals are colonized with human enteric pathogens. However, children aged less than 5 years, the elderly, pregnant women, and immune or compromised persons (e.g., those with HIV/AIDS) are at higher risk for serious infections. Such persons should weigh the risks for contact with farm animals. If allowed to have contact, children aged less than 5 years should be supervised closely by adults, with precautions strictly enforced.
- Raw milk should not be served