

MCKENZIE ROSS&CO

ABN 33 055 492 209 ACN 055 492 209 AFSL Licence Number 246988
Trading as McKenzie Ross Insurance Brokers
4/501 La Trobe St
MELBOURNE
VIC 3000

Tel: (03) 9691 2222
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Email: info@mckenzieross.com

Company: Castle Capers

From: Scot Weston

We hereby confirm that we have arranged the insurance cover mentioned below:

MR & K ROWAN T/AS
62 DELTA CRES
ABERFOYLE PARK SA 5159

CERTIFICATE OF CURRENCY

Date: 25/07/2016
Our Reference: CASTLECAP
RENEWAL

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Class of Policy: Liability Insurance

Insurer: Certain Underwriters At Lloyds
One Lime Street, London EC3M 7HA UK
ABN:

The Insured: MR & K ROWAN T/AS
CASTLE CAPERS

Policy No: T152635

Invoice No: 140012

Period of Cover:

From 1/08/2016
to 1/08/2017 at 4:00 pm

Details:

See attached schedule for a description of the risk insured

IMPORTANT INFORMATION

The Proposal/Declaration:

- is to be received and accepted by the Insurer
 has been received and accepted by the Insurer

The total premium as at the above date is:

- to be paid by the Insured
 part paid by the Insured
 paid in full by the Insured
 paid by Monthly Direct Debit

Premium Funding

- This policy is Premium Funded

Please note that the policy defined above is subject to the receipt of the Proposal Declaration and acceptance by the Insurer (if not already completed and accepted) and subject to the full receipt and clearance of the total premium payable by the insured.

Schedule of Insurance

Class of Policy: Liability Insurance
The Insured: MR & K ROWAN T/AS
CASTLE CAPERS

Policy No: T152635
Invoice No: 140012

This policy has been placed with

Trafalgar Underwriting & I-Protect Pty Ltd
Level 11, 65 York Street, Sydney NSW 2000

Trafalgar Underwriting & I-Protect Pty Ltd is underwritten by

Certain Underwriters At Lloyds
One Lime Street, London EC3M 7HA UK

OCCUPATION:

HIRE & OPERATOR OF AMUSEMENTS:

DESCRIPTION OF EQUIPMENT

BUBBLE SOCCER
TOY STORY INFLATABLE
WORLD OF DISNEY INFLATABLE
DORA INFLATABLE
DISNEY CARS INFLATABLE
DISNEY PRINCESS INFLATABLE
JUSTICE LEAGUE INFLATABLE
FAIRIES INFLATABLE
PRINCESS PALACE INFLATABLE
RACING FUN INFLATABLE
GENERIC C4 COMBO
GENERIC C4 COMBO
GLADIATOR DUEL INFLATABLE
BOUNCY BOXING
STICKY WALL INFLATABLE
INFLATABLE BUNGEE RUN
DISCO DOME INFLATABLE
HEROES INFLATABLE
INFLATABLE DOUBLE LANE SLIDE
SUMO SUITS- 3 SETS
WORLD OF DISNEY C7 INFLATABLE
COMMANDER INFLATABLE SLIDE
ARCADE GAMES
9 HOLE MINI GOLF
PHOTO BOOTH
2 X AIRLITE MAZES
LASER TAG GAME
TROPICAL INFLATABLE SLIDE
GLACIER INFLATABLE SLIDE
CASH CUBE
INFLATABLE DOME TENT
FOOSBALL INFLATABLE
POPCORN MACHINES

HUMAN HUNGRY HIPPO INFLATABLE
RADICAL RUN OBSTACLE COURSE
RACING FUN C4 COMBO
TROPICAL ISLAND C4 COMBO
DOUBLE SHARK SLIDE
5IN1 MULTI THEME CASTLE
DOUBLE WAVE SLIDE
HUMAN BILLIARDS

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ARCAGE GAMES
9 HOLE MINI GOLF
PHOTO BOOTH

TERRITORIAL LIMITS:

Worldwide

JURISDICTION:

Worldwide excluding USA & CANADA

OTHER INTERESTED PARTIES:

Nil advised.

EFFECTED WITH:

Certain Underwriters at Lloyd's of London.

INTEREST INSURED:

The Insured's Legal Liability to the Public for losses occurring during the period of insurance arising Out of the Insured's operations.

LIMIT OF LIABILITY:

Public Liability AU\$20000000 any one occurrence and in the aggregate during the period of Insurance
Products Liability AU\$000000 any one occurrence and in the aggregate during the period of insurance.

EXCESS:

AU\$2500 each and every loss costs inclusive- liability only.

ENDORSEMENTS:

Amusement Operator / Hire Endorsement

It is a requirement of this insurance that:

- a) The insured must comply with all relevant Occupational Health & Safety Regulations.
- b) All rides must comply with AS3533-3 as issued by Standards Australia.
- c) Dry Hire without operators must have disclaimers signed by the hirer(s) in accordance with the rental agreement. NOT APPLICABLE FOR If insured, MECHANICAL RIDES OR MECHANICAL BULLS. THESE MUST BE SUPERVISED BY THE INSURED AT ALL TIMES.
- d) All castles, slides and rides hired out with no operator must be placed and installed by the insured.
- e) All castles, rides and slides must be identified by serial number or other markings.
- f) That all operational equipment shall be subject to a maintenance and service inspection each day prior to hire or use by the public. A log book is to be kept detailing this procedure and faults found, rectified and retained for a minimum of 12 months.

Sumo Suits if insured:

Schedule of Insurance

Class of Policy: Liability Insurance
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Conditions

With regards to Sumo Suits, insured must comply with the following conditions or no cover will be provided.

- g) Opponents must be matched to their own sex and weight range.
- h) Helmets must be worn whilst wrestling.
- i) Participants must be fully supervised by the insured or their employees whilst wrestling to insure safety of the wrestling.
- j) Participants must sign waiver prior to taking part which points out dangers involved in taking part.
- k) Safety mats must be set out around the participants, Wrestling must not go outside the safety

Mechanical Bull Conditions if insured:

With regards to Mechanical Bull

1. Approved safety mats must surround the mechanical bull.
2. The ride must be supervised by the insured at all times.

EXCLUSIONS:

Molestation Exclusion

This insurance does not apply to any Personal Injury sustained by any person arising out of or resulting from molestation by:

- 3) Any insured
- 4) Any employee of any insured
- 5) Any volunteer

The Underwriters shall have no obligation to defend any action, suit or proceeding against the Insured either directly or vicariously, seeking damages on account of such injury.

Australian Standards Compliance

This insurance does not apply to liability arising directly or indirectly out of the importation, manufacturers, sale, distribution and/or use of any of the insured products which do not comply with current Australian Standards.

SPECIALCONDITIONS:

Cancellation Condition

The Named Insured may cancel this Policy, on behalf of all other persons or entities falling within the definition of Insured or otherwise entitled to the benefit of the insurance, at any time by giving immediate written notice to McKenzie Ross & Co Pty Limited which shall receive it on behalf of the Underwriters. The Underwriters may cancel this Policy by giving three business days' notice in writing to the Named Insured, in any of the circumstances permitted by Section 60 of the Insurance Contracts Act 1984. In the event of cancellation by either party, the Underwriters may retain pro-rata premium for the time on risk. In the event of cancellation by the Insured, a penalty loading of 20% of the full adjusted annual premium will also apply. When the premium is subject to adjustment, cancellation by either party will not affect the Insured's obligation to supply such information as the Underwriters may reasonably require for the adjustment of the premium. Neither will affect the Insured's obligations to pay the amount of the adjustment, as applied to the pro-rata premium.

Personal Injury means:

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- (a) Bodily Injury, sickness, mental anguish, mental injury, disease or disability, including resultant death;
- (b) False arrest or false imprisonment, wrongful detention or wrongful eviction, malicious prosecution or humiliation
- (c) Malicious falsehood, defamation or breach of the right to privacy; or
- (d) Trespass to the person, assault or battery, not committed by or at the Insured's direction unless for the purpose of preventing or eliminating imminent or present danger to persons or property;

Property Damage means physical injury to or destruction of tangible property happening during the Period of Insurance, including the resultant loss of use of that damaged or destroyed property

ADDITIONAL ENDORSEMENTS:

Contractors/Sub-contractors Exclusion

This insurance does not apply to liability arising out of the actions or inaction of any contractor or Sub-contractor performing operations on behalf of the Insured.

For the purpose of this Exclusion, Contractor or Sub-contractor shall mean:

- (a) any person provided to the Insured on a temporary basis under a specific contract with a provider of contract labour hire personnel and such person remains an employee of that provider;
- (b) any person (including a person who may be an employee of a contractor or sub-contractor), contracted to perform work for the Insured under the direct supervision or control of the Insured in the performance of such work but does not include any person where the nature of the contracted work is the trade or service of such contractor and not that of the business of the Insured.

Welding/Hot Work Exclusion

This insurance does not cover liability in respect of claims arising out of arc or flame cutting, flame heating, arc or gas welding or similar operation in which welding equipment is used.

You're Duty of Disclosure

Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act

1984, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms. You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance,

Your duty however does not require disclosure of any matter:

- That diminishes the risk to be undertaken by the insurer;
- That is of common knowledge;
- That your insurer knows or, in the ordinary course of its business, ought to know;
- As to which compliance with your duty is waived by the insurer.

It is important that all information contained in the proposal to be completed by you prior to entering into a contract of insurance with McKenzie Ross & Co Pty Limited is understood by you and is correct, as you will be bound by your answers and by the information provided by you. You should obtain advice before you sign the proposal if you do not properly understand any part of it. Your duty of disclosure continues after the proposal has been completed up until the contract of insurance is entered into.

Non-Disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its liability Under the contract in respect of a claim or may cancel the contract. If your non-disclosure is Fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

Privacy Statement

Schedule of Insurance

Class of Policy: Liability Insurance	Policy No: T152635
The Insured: MR & K ROWAN T/AS CASTLE CAPERS	Invoice No: 140012

McKenzie Ross & Co Pty Limited is committed to protecting your privacy. McKenzie Ross & Co Pty Limited only Uses the personal information you provide to the us to quote on and insure your risks. McKenzie Ross & Co Pty Limited only provide personal information to our underwriters and re-insurers (and t h e i r Representatives) and those we appoint to assist us with claims u n d e r your policy. We will not trade, rent or sell your information. If you don't provide us with complete information, we cannot properly quote for your insurance and we cannot insure you. You can check the personal information we hold about you at any time. If you provide us with personal information about anyone else, we rely on you to have told them that you will provide their information to us, to whom we may provide it, the purposes for which we will use it and that they can access it. If the information is sensitive, we rely on you to have obtained their consent on these matters. For more information about our Privacy policy, ask us for a copy.

Retail Clients

Under the Corporations Act 2001 and associated Regulations Retail Clients are provided with additional levels of protection from other insurance purchasers. The Act defines Retail Clients as: Individuals or a small manufacturing business employing less than 100 people or any other business employing less than 20 people. And that are being provided a financial service Or product that relates to the following insurance covers: Motor Vehicle (under 2 tonne), Home building, contents, Personal and domestic, Sickness and Accident or Travel, Consumer Credit and other classes as prescribed by regulations. What advice is being provided (Retail Clients only)? If this quotation is in respect of a RETAIL CLIENT (refer above) any advice related to this transaction is General Advice. General Advice is advice that has been prepared without considering the client's current objective's, financial situation or needs. Therefore, before acting on this advice, you should c o n s i d e r the appropriateness of the advice having regard to the client's current objective's, financial situation or needs.

Disputes

Clients who are not fully satisfied with our services should c o n t a c t our Complaints Officer. We are Also members of Insurance Brokers Disputes Limited (IBD), a free consumer service, and we adopt the Insurance Brokers Code of Practice. Further information is available from us, or contact IBD directly on 1300 780 80

Your duty however does not require disclosure of any matter:

- That diminishes the risk to be undertaken by the insurer;
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- As to which compliance with your duty is waived by the insurer.

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Non-Disclosure

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