

CERTIFICATE OF CURRENCY
Arena/Berkley Encore Entertainment and Events Combined Liability
Our Reference: 23110034

POLICY NUMBER: ARBIAN/001341

INSURED: A Coutts-Smith & K.M Lloyd t/as Enchant Entertainment, Perth Pop-up Movies, Evoke Performing Arts Academy

INSURED ADDRESS: Parmelia, WA 6167

THE BUSINESS: Hire, Set Up, Operation and Dismantle of Audio Visual, Lighting, Inflatable Cinema Screens, Staging Technicians, Running of Workshops for Musical Theatre, Drama and Dance, with Performances.

SECURITY: Berkley Insurance Company Trading as Berkley Insurance Australia

PERIOD OF INSURANCE: 30/11/25 to 30/11/26 At 4pm Local Time

Covering

Section 1 Public Liability	INSURED
Section 2 Products Liability	INSURED
Section 4 Professional Indemnity	INSURED
Multi Year Run Off	NOT INSURED
Section 5 Management Liability	NOT INSURED
Employee Theft & Third Party Crime	NOT INSURED
Theft and Crime	
Investigation Costs and Data Reproduction Costs	NOT INSURED

Please take note of the Exclusions that apply to this Policy.

It is hereby declared and agreed that:

General Exclusions:

8.24 Self Promoted Show, Performance or Concert is deleted from the Policy and will have no effect.
8.25 Workshop/Tuition, Excluded Activities is deleted from the Policy and will have no effect.

The Policy extends to the following sub-contractors/contractors for Public Liability only subject to cover only provided when participating in A Coutts-Smith & K.M Lloyd t/as Enchant Entertainment, Perth Pop-up Movies, Evoke Performing Arts Academy, sanctioned work for the activities as detailed below:

- Trenton McCormick - sound, lighting, inflatable screen setup

This policy has been issued based on the number of events and estimated attendance as declared and agreed upon at the time of policy inception or at the most recent renewal date. Should there be any:

- Additional events,
- Increases in estimated attendance, or
- Changes to the nature or scope of activities,
the Insurer must be notified in advance. Coverage for such changes is subject to the Insurer's written confirmation, and an additional premium, changes to terms and conditions may apply.

Height Limit Exclusion

We do not cover any liability caused by or arising from any work undertaken by You at a height greater than 10 meters from the surface of the ground or floor.

BD.Specified Activities Exclusion

The Insurer shall not provide indemnity under this Policy in respect of any actual or alleged liability directly or indirectly arising out of, related to, or in connection with:

- Rigging of equipment used in stunts (however this does not include rigging for aerial performances including Trapeze, Aerial Skills, Aerial straps and Aerial Hoop shows).
- Manufacture or sale of rigging equipment
- Rigging of zip lines or rope courses or adventure sports
- Non-entertainment rigging such as construction, search & rescue, window cleaners

Subject otherwise to all other terms, conditions, exclusions and limitations of this insurance.

To the extent that any parts of the above exclusions are found to be invalid or unenforceable, the remainder of each exclusion and all other exclusions shall remain in full force and effect.

Hire Agreement Condition

We do not cover any liability for hire or loan of plant and/or equipment to other parties where;

There is no signed hire agreement; or

The hire agreement document does not contain reference to the hirers acknowledgement that the Insured has given instruction on how to use the plant and/or equipment and safety procedures pertaining to the safe use of the plant and/or equipment or provided a user guide from the manufacturer of the plant and/or equipment to the hirer; and

The plant and/or equipment is not maintained by the Insured in accordance with manufacturers specifications and maintenance procedures.

Contractors & Sub-Contractors Condition

Unless otherwise declared and noted within the policy schedule, this insurance does not indemnify your contractor s or subcontractor s legal liability. It is a condition of the policy that all contractors, subcontractors and service providers have appropriate insurances in place. It is recommended that you obtain evidence of this in the form of a certificate of currency.

A service provider means anyone engaged by the Insured to provide goods or perform a service. Service providers include but are not limited to amusement ride & device operators, caterers, entertainers & performers, food vendors, pyro technicians & fireworks operators, security services, sound and lighting companies, stallholders and other contracted labour.

Personal Injury to Performers, Contractors, Sub-Contractors and Labour Hire Excess

Where a Personal Injury to Contractors, Sub-Contractors and Labour Hire Excess is shown in the Schedule that amount shall apply to any Occurrence in respect of Personal Injury to any Labour Hire Worker, Contractor or Sub-Contractor, including any subsequent workers compensation subrogation actions against the Insured in relation to such Personal Injury. The Excess shall be inclusive of all Defence Costs.

For the purposes of this endorsement:

1. Contractors or Sub-Contractors shall mean any performer, or contractors or sub-contractors or any person employed by such performer or contractors or sub-contractors whilst performing activities for or on behalf of the Insured in connection with the Business

2. Labour Hire Worker shall mean:

a. any person employed by a labour hire company whilst performing activities for or on behalf of the Insured in connection with the Business; or

b. any employee or contractor of one Insured whilst performing activities for or on behalf of any other Insured in connection with the other Insured's Business.

Subject otherwise to all other terms, Conditions, Exclusions, Definitions and limitations of this insurance.

Claims-Made Contract (Applicable to Sections 4 and 5 only)

The Professional Indemnity and Management Liability sections on this Policy are a **claims-made** insurance contract. i.e. The Policy will only cover claims made against You, the Insured, that are notified to the Insurer during the period of insurance.

However, provided You give the Insurer notice in writing of any facts that might give rise to a claim against You, as soon as reasonably practicable after you become aware of those facts and before the expiry date of the policy, then this insurance will respond, notwithstanding the fact that no claim has actually been made against you prior to the expiry date.

This condition does not apply to Section 1 and 2 Public and Products Liability Insurance, which are based on an Occurrence Wording.

PFAS Definition & PFAS Exclusion Notice

The PFAS Definition and PFAS Exclusion apply to this policy and form part of the coverage terms. A copy of the applicable wording is attached to this schedule for reference and should be reviewed in conjunction with the policy documentation.

Listed Human Disease Exclusion GL 2018

We shall not provide indemnity under this Policy in respect of any actual or alleged liability directly or indirectly arising out of, related to, or in connection with a Listed Human Disease or any directly or indirectly related condition or threat or fear thereof (whether actual or perceived).

Listed Human Disease shall mean:

a) any disease identified or listed at any time as a human disease under the Biosecurity Act 2015 (Cth) or its current equivalent, as amended or replaced from time to time, or

b) any disease identified or listed in a state of emergency, public health emergency or pandemic declared by any governmental authority or identified by the World Health Organisation or its current equivalent as amended or replaced regardless of when the disease is so listed or identified.

Subject otherwise to all other terms, Conditions, Exclusions and limitations of this insurance.

Sum Insured

Section 1 Public Liability
Limit of Liability \$10,000,000 (Any One Occurrence)
Defence Costs in Addition

Sub-limits:
Property in your Care, Custody or Control \$250,000 (aggregate limit)

Section 2 Products Liability

Limit of Liability \$10,000,000 (Any One Period of Insurance)
Defence Costs in Addition

Section 4 Professional Indemnity
Limit of Liability \$1,000,000 (Any One Period of Insurance)
Defence Costs in Addition

Section 4 Retroactive Date:30/11/2023

Excess

Section 1 Public Liability
Each & every occurrence: \$500
Alcohol related claims: \$1,500
Personal injury to performers, contractors, sub-contractors &/or labour
hire personnel: \$5,000
Defence Cost Inclusive

Section 2 Products Liability
Each & every occurrence: \$500
Alcohol related claims: \$1,500
Personal injury to performers, contractors, sub-contractors &/or labour
hire personnel: \$5,000
Defence Cost Inclusive

Section 4 Professional Indemnity
Each and every claim: \$1,000
Defence Cost Inclusive

Geographical Limits

Australia Wide.

Binder Advice Warning

Berkley Insurance Company Trading as Berkley Insurance Australia (ABN 53 126 559 706) is the Insurer of this Policy.

Arena Underwriting Pty Ltd (ABN 26 125 869 481, AFSL 317617) acts under a binding authority given to it by the Insurer to administer and issue policies, alterations and renewals, and acts on behalf of the insurer and as agent of the insurer, not as your agent.

POLICY WORDING: BIA Arena Encore Ent 2 - April 2021

SERVICE OF NOTICES: Notices for claims or disputes under this policy must be served upon the Underwriter and not the Agent. The Agent holds no authority to accept claims or disputes.

Underwriter: Berkley Insurance Australia (ABN 53 126 559 706, AFS 463 129)

Postal Address: Level 7, 321 Kent Street Sydney NSW 2000

Email: australiacclaims@berkleyins.com.au

SPECIAL NOTE

This Certificate of Currency is prepared as a summary of the insurance policy. It is not a complete description of all the policy's terms, conditions and exclusions.

In determining a claim, or questions with regard thereto, the provisions of the policy will prevail.

-00000-