

## Trailer and Static Unit Insurance Certificate

Effected through Commercial Express Quotes Ltd.

This is to certify that in accordance with the authorisation granted under the contract to the undersigned by Navigators Insurance Company Limited and in consideration of the payment of the premium specified herein to insure in accordance with the Terms, Conditions, Warranties or Endorsements contained herein or endorsed hereon.

If **You** make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Certificate shall become void and all claim hereunder shall be forfeited.

In Witness whereof this Certificate has been signed at the place stated and on the date specified in the Schedule by:



A handwritten signature in black ink is written over a circular stamp. The stamp contains the text 'COMMERCIAL EXPRESS QUOTES LTD.' around the perimeter.

Managing Director of Commercial Express Quotes Ltd.

The information supplied on the attached Proposal Statement of Fact has been relied on by **Us** granting this Certificate and forms the basis of the Insurance contract and is incorporated herein.

The Certificate Schedule, which specifies the operative sections, is **Your** evidence of Insurance and may be required in the event of a claim. If **You** decide within 14 days of inception that **You** do not wish to accept this Certificate, return it and provided no claims have been made, **We** will refund the premium. The Certificate is designed for easy amendment, therefore should **You** request any change in cover, an updated Schedule will be issued.

Ver.8/02/06

## Definitions

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

### **Business**

The **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 incidental repair and maintenance of the **Trailer** or **Static Unit**.

### **Damage**

**Damage** means accidental physical **Damage**.

### **Employee(s)**

**Employee(s)** means any person(s) employed by **You** under a contract of service or apprenticeship, working for **You** in connection with the **Business**.

### **Fixed Equipment**

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

### **Injury**

**Injury** means accidental physical bodily **Injury** and includes accidental death, physical illness or physical disease.

### **Limit of Liability**

**Limit of Liability** means the applicable Limit of **Our** Liability to **You** as defined in the Schedule and/or the **Limits of Liability** section of this Certificate.

### **Loss**

**Loss** means accidental physical **Loss**.

### **Money**

**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.

### **Pollution or Contamination**

**Pollution or Contamination** means

1. **Pollution or Contamination** of buildings or other structures or of air or water or land and
2. **Injury, Loss or Damage** directly or indirectly caused by such **Pollution or Contamination**.

### **Static Unit**

**Static Unit** means any **Static Unit** that is by itself not a mechanically propelled vehicle and permanently sited and converted for the purpose of retailing food or drink or as agreed by **Us** and used solely for that purpose.

### **Premises**

**Premises** means the **Trailer** or **Static Unit** noted in the Schedule.

### **Principal**

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

## Definitions (continued)

### **Product**

**Product** means any goods or products (including their containers) sold or supplied by **You** in the course of **Your Business**.

### **Property**

**Property** means material **Property** or rights in relation to material **Property**.

### **Stock in Trade**

**Stock In Trade** means Trade Contents being **Stock in Trade** & Utensils.

### **Territorial Limits**

**Territorial Limits** means the United Kingdom.

### **Trailer**

**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 purposes.

### **Vessel or Craft**

**Vessel** or **Craft** means any **Vessel** or **Craft** or object made or intended to float on or in or travel on or through water or air.

### **We/Us/Our**

Means Navigators Insurance Company Limited.

### **You/Your**

Means the person or people named in the Schedule.

## **Section 1**

### **Trailer and Static Unit**

Subject to any Terms, Conditions, Warranties and Exclusions in this Section and any General Terms, Conditions, Warranties and Exclusions, **We** hereby agree to indemnify **You** for **Loss** or **Damage** to the **Trailer** or **Static Unit** and its **Fixed Equipment** occurring during the period of this Certificate within the **Territorial Limits**, up to the sum insured, as detailed in the Schedule.

#### **This Certificate does not cover**

- a) The first £250 of any **Loss** or **Damage**.
- b) **Loss** or **Damage** caused by wear, tear gradual deterioration, moth, insect or vermin, mechanical or electrical derangement or breakdown.
- c) **Loss** or **Damage** caused by climate or atmospheric conditions or extremes of temperature and **Loss** resulting from seepage, spillage and leaking or inherent vice.
- d) Unexplained shortages and/or mysterious disappearances.
- e) Any **Loss** or **Damage** caused as a direct result of overloading the **Trailer** or **Static Unit** beyond the manufacturers recommended weight limits.
- f) Any **Loss** or **Damage** to non-permanently **Fixed Equipment**, gas bottles or generators.

## **Section 2**

### **Money**

Subject to any Terms, Conditions, Warranties and Exclusions in this Section and any General Terms, Conditions, Warranties and Exclusions, **We** hereby agree to indemnify **You**, for **Loss** or **Damage** to **Money** occurring during the period of this Certificate within the **Territorial Limits**, up to the sum insured as detailed in the Schedule, if

- a) **Money** is lost, stolen or Damaged by any cause,
- b) any safe is stolen or Damaged as a result of theft or attempted theft of **Money**,
- c) whilst in transit within the **Territorial Limits**.

#### **This Certificate does not cover:**

- a) The first £250 of any **Loss** or **Damage**.
- b) Theft unless following violent or forcible entry to the **Trailer**, **Static Unit** or any vehicle.
- c) **Loss** or **Damage** not reported to the police within 24 hours.
- d) **Loss** or **Damage** caused by or arising from the dishonesty of any of **Your** employees unless discovered by or reported to **You** within 7 days.
- e) **Loss** from any safe if the keys or combination code is left in the **Trailer** or **Static Unit**.
- f) **Loss** or **Damage** of Unattended **Money**.
- g) **Loss** or **Damage** to **Money** whilst in the post.
- h) **Loss** or **Damage** as a result of any shortages, or accounting errors or omissions.

### **Section 3**

#### **Stock In Trade**

Subject to any Terms, Conditions, Warranties and Exclusions in this Section and any General Terms, Conditions, Warranties and Exclusions, **We** hereby agree to indemnify **You**, for **Loss** or **Damage** to the **Stock in Trade** occurring during the period of this Certificate within the **Territorial Limits** up to the sum insured as detailed in the Schedule.

**This Certificate does not cover:**

- a) The first £250 of any **Loss** or **Damage**.
- b) **Loss** or **Damage** to any tobacco, cigarettes, wines, spirits, jewellery, cameras, photographic equipment, watches, radios, mobile telephones, televisions, hi-fi equipment, video recorders, cassettes, discs, dvd players, pda's or computers, unless specifically agreed.
- c) **Loss** or **Damage** due to change of temperature contamination or deterioration of stock.
- d) **Loss** or **Damage** as a result of any shortages or accounting errors or omissions.
- e) **Loss** or **Damage** caused by or arising from the dishonesty of any of **Your** employees unless discovered by or reported to **You** within 7 days.
- f) **Loss** or **Damage** not reported to the police within 24 hours.
- g) Theft unless following violent or forcible entry to the **Trailer** or **Static Unit**.

## Section 4 Business Interruption

Subject to any Terms, Conditions, Warranties and Exclusions in this Section and any General Terms, Conditions, Warranties and Exclusions, **We** hereby agree to indemnify **You** if during the period of insurance specified in the Schedule **Your Property** is damaged as defined under Section 1 or 3 and the **Business** carried out by **You** be in consequence is interrupted or interfered with, **We** will indemnify **You** against **Loss** of **Gross Income** up to the Sum Insured as detailed in the Schedule.

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

1. 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 shall not exceed the amount as stated in the Schedule.
2. 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 1. (above) had such additional expenses not been incurred.
3. 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.

### **This Certificate does not cover**

1. 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.
2. 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 elsewhere than at the **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**.

#### **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 4 Business Interruption (continued)

### DEFINITIONS

#### 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 thereafter during which the results of the **Business** shall be affected in consequence 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**.

## Section 5 Stock Deterioration Following Refrigeration Breakdown

Subject to any Terms, Conditions, Warranties and Exclusions in this Section and any General Terms Conditions, Warranties and Exclusions, **We** hereby agree to indemnify **You** up to the sum insured in respect of each item specified in the Schedule in the event of **Loss** or **Damage** to refrigerated **Stock** 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.

#### Conditions applicable to this section

It is a Condition Precedent to liability under this Section that the refrigerator Unit(s) is/are maintained by the manufacturer, installer or competent engineer under an annual maintenance contract. In respect of each Item separately, **Our** liability for any **Loss** or **Damage**, shall not exceed the respective sum insured specified in the Schedule, nor shall it exceed such proportion of the said **Loss** or **Damage** as the sum insured bears to the total value of the **Property** insured by such Item.

#### This Certificate does not cover

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.

The first £100 of any **Damage**.

This Section is also subject to the General Conditions and Exclusions of this Certificate.

## Section 6 Employers Liability

Subject to any Terms, Conditions, Warranties and Exclusions in this Section and any General Terms, Conditions, Warranties and Exclusions, **We** hereby agree to indemnify **You**, if at any time during the period of this Certificate an **Employee** shall sustain **Injury** arising out of and in the course of his employment with **You** in connection with the **Business** within the **Territorial Limits** as detailed in the Schedule, for

- (a) **Your** legal liability to the **Employee** for **Damages** including their costs and expenses; and
- (b) pay all other costs and expenses incurred by **You** with **Our** written consent,

in respect of such **Injury** other than liability by virtue of an agreement or a contract which would not have attached in the absence of such agreement or contract except as provided by Indemnity to **Principal** as detailed below.

Indemnity to **Principal** means where any agreement or contract by **You** with a **Principal** so requires, **We** will indemnify

- (a) **You** against liability arising in connection with and assumed by **You** by virtue of the agreement or contract
- (b) the **Principal** in like manner to **You** in respect of the **Principal's** liability arising from the performance of the work the subject of the agreement or contract,

but only for liability as stated in this Section to **Your Employee**

Provided that

**We** shall not be under any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (b) the radioactive toxic or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

**You** shall have arranged with the **Principal** for the conduct and control of all claims to be vested in **Our** name in accordance with the claims procedure on page 27 of this Certificate.

The **Principal** shall observe, fulfil and be subject to the Terms, Limits, Exclusions, Warranties and Conditions of this Certificate.

## Section 6 Employers Liability (continued)

### Health and Safety At Work Legal Defence Costs Extension

**We** will also indemnify **You** under this Section and if **You** request any director or partner of **Your Business** or any **Employee** against legal costs and expenses incurred by **You** with **Our** written consent in the defence of any criminal proceedings (including a charge of manslaughter) brought for alleged breach of Part 1 of The Health and Safety at Work Act 1974 or any legislation of similar effect committed or alleged to have been committed in the course of the **Business** during the period of this Certificate as detailed in the Schedule, including legal costs and expenses incurred by **You** with **Our** written consent in an appeal against conviction. **We** will also indemnify **You** under this Section and if **You** request any director or partner of **Your Business** or any **Employee** against legal costs and expenses incurred by **You** with **Our** written consent arising out of representation in any coroner's inquest or fatal accident inquiry.

Provided that:

- (a) the proceedings are in a court of summary jurisdiction and relate to the health, safety and welfare at work of **Employees**
- (b) all legal costs and expenses incurred under this extension are inclusive of and not in addition to the **Limit of Liability** stated in the Schedule under the Employers' Liability Section.

#### **This Extension does not cover:**

- (a) The payment of fines or penalties including prosecution costs awarded against **You**.
- (b) Legal costs and expenses in connection with any breach of duty arising from a deliberate or premeditated act event or omission which the person claiming to be indemnified knows or should have known would be likely to constitute an offence under the above Act.
- (c) Any prosecution in respect of an offence that does not increase the risk of **Injury** being sustained by **Your Employees** in the course of their employment with **You**.

**Our limit of liability** under this Section in respect of any one occurrence or series of occurrences arising out of any one event shall not exceed the **Limit of Liability** stated in the Schedule.

## Section 7a Public Liability

Subject to any Terms, Conditions, Warranties and Exclusions in this Section and any General Terms, Conditions, Warranties and Exclusions, **We** hereby agree to indemnify **You** for **Your** liability to the public, caused in connection with the **Business**, occurring during the period of this Certificate, within the **Territorial Limits** and up to the sum insured as detailed in the Schedule, being

- (a) **Your** legal liability for **Damages** and claimants' costs and expenses; and
- (b) all other costs and expenses incurred by **You** with **Our** written consent

in respect of

- (i) **Injury** to any person and /or
- (ii) **Loss** or **Damage** to third party **Property**.

### Indemnity to Principal

Where any contract or agreement entered into by **You** with the **Principal** so requires **We** will also indemnify the **Principal** under this Section as if they were **You** but only so far as concerns the liability of the **Principal** for any negligent act or omission of **You** or **Your Employees** arising from the performance of work the subject of such agreement or contract,

Provided that

- (a) **You** shall have arranged with the **Principal** for the conduct and control of all claims to be vested with **Us** in accordance with the claims procedure on page 27 of this Certificate.
- (b) The **Principal** shall observe fulfil and be subject to all the Terms, Conditions, Warranties, Exclusions and Limits of this Certificate.

### Legal Defence Costs Extension

**We** will also indemnify **You** under this Section and at **Your** request any director or partner of **Yours** or any **Employee** against legal costs and expenses incurred with **Our** written consent in the defence of any criminal proceedings (including a charge of manslaughter) brought for a breach of Part 1 of The Health and Safety at Work Act 1974 or any legislation of similar effect committed or alleged to have been committed in the course of the **Business** during the period of this Certificate including legal costs and expenses incurred with **Our** written consent in an appeal against conviction. **We** will also indemnify **You** under this Section and if **You** request any director or partner of **Your Business** or any **Employee** against legal costs and expenses incurred by **You** with **Our** written consent arising out of representation in any coroner's inquest or fatal accident inquiry.

Provided that:

- (a) the proceedings are in a court of summary jurisdiction and relate to the health safety and welfare of any person other than an **Employee** in respect of matters which may form the subject of an indemnity under this Section.
- (b) all legal costs and expenses incurred under this extension are inclusive of and not in addition to the **Limit of Liability** stated in the Schedule under the Public Liability Section.

## **Section 7a Public Liability (continued)**

### **Legal Defence Costs Extension (continued)**

This Extension does not cover the payment of fines or penalties including prosecution costs awarded against **You**.

### **Exclusion**

#### **Road Traffic Act Exclusion**

This Section does not cover any liability incurred in circumstances where the Road Traffic Act 1988 or any subsequent Road Traffic or other Legislation requires compulsory insurance or security or any liability incurred at any time when the **Trailer** or **Static Unit** was or is being towed or moved by a mechanically propelled vehicle.

**Our limit of liability** under this Section for **Damages** and claimants' costs and expenses in respect of any one accident or series of accidents arising out of any one event shall not exceed the **Limit of Liability** stated in the Schedule.

## **Section 7b Products Liability**

Subject to any Terms, Conditions, Warranties and Exclusions in this Section and any General Terms, Conditions, Warranties and Exclusions, **We** hereby agree to indemnify **You** for **Your** liability in connection with the **Business** and caused by or in connection with any **Product** sold or supplied by **You** occurring during the period of this Certificate within the **Territorial Limits**, up to the sum insured, as detailed in the Schedule, being

- (a) Legal liability for **Damages** and claimants costs and expenses; and
- (b) pay all other costs and expenses incurred by **You** with **Our** written consent,

in respect of

- i. **Injury** to any person and/or
- ii. **Loss** or **Damage** to third party **Property**

### **Indemnity to Other Persons**

The indemnity provided by this Certificate will also apply

- (a) in the event of **Your** death to **Your** personal representatives in respect of liability incurred by **You**

and if **You** request

- (b) to any director or partner or **Employee** of **You** in respect of liability for which **You** would have been entitled to indemnity under this Section if the claim had been made against **You**.
- (c) to any officer or member of the fire first aid and ambulance services while acting in their respective capacities as such.

Provided that all such persons shall observe fulfil and be subject to the Terms, Limits, Exclusions, Warranties and Conditions of this Section insofar as they can apply. **Our Limit of Liability** under this Section for **Damages** and claimants' costs and expenses in respect of all accidents occurring during any one period of this Certificate shall not exceed in the aggregate, the **Limit of Liability** stated in the Schedule.

## **Section 7b**

### **Products Liability (continued)**

#### **Consumer Protection and Food Safety Acts Extension**

**We** will indemnify **You** under this Section of this Certificate and at the **Your** request any director or partner of **Yours** or any **Employee** against legal costs and expenses incurred with **Our** written consent in the defence of any Summary proceedings brought for a breach of

(a) Part 11 of the Consumer Protection Act 1987

and / or

(b) Section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990,

committed or alleged to have been committed in the course of the **Business** and arising out of or in connection with any product sold or supplied by **You** during the period of this Certificate detailed in the Schedule, including legal costs and expenses incurred by **You** with **Our** written consent in an appeal against conviction arising from such proceedings.

#### **This extension does not cover**

- (i) Legal costs and expenses where indemnity is provided by any other Insurance.
- (ii) Proceedings arising out of any deliberate act or omission by **You**.
- (iii) Legal costs and expenses in connection with any breach of duty arising from a deliberate or premeditated act event or omission which the person claiming to be indemnified knows or should have known would be likely to constitute an offence under the above Acts.
- (iv) The payment of fines or penalties including prosecution costs awarded against **You**.

All legal costs and expenses incurred under this extension are inclusive of and not in addition to the **Limit of Liability** stated in the Schedule under the Product Liability Section.

## Terms, Conditions Precedent and Warranties applicable to Sections 1, 2,3,4 and 5

### Terms

#### **Market Value**

In the event of **Loss** or **Damage** to the **Trailer** or **Static Unit**, **We** will pay or make good the **Loss** or **Damage**, but in no event shall **We** be liable to pay an amount greater than the market value of the **Trailer** or **Static Unit** immediately before such **Loss** or **Damage** occurred, or for a sum greater than the **Limit of Liability** as detailed in the Schedule.

#### **Wear and Tear**

Following **Loss** or **Damage** **We** will pay the cost of repair or replacement without reduction 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.

In which event the **We** at **Our** discretion may:

- 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**.

### Condition(s) Precedent

The following are Condition(s) Precedent to **Our** liability under the Certificate:

#### **Out of use storage condition**

It is a Condition Precedent to **Our** liability under this Certificate 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 this Schedule, or as more specifically shown on the Certificate Schedule, other than when parked overnight at a show or event.

### Warranties

**You** must comply with the following warranties, failure to do so may invalidate **Your** claim.

#### **Cleaning warranty**

It is warranted 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. **You** must keep a written record of the cleaning. The record must be kept available for **Our** inspection.

## **Terms, Conditions Precedent and Warranties applicable to Sections 1, 2, 3, 4 and 5 (continued)**

### **Fire extinguisher warranty**

It is warranted that the **Trailer** or **Static Unit** is fitted with a multi-purpose dry powder fire extinguisher of minimum 2kg capacity and 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. **You** must keep a written record of all the service and maintenance carried out. The record must be kept available for **Our** inspection.

### **Gas appliances and gas pipes inspection warranty**

It is warranted 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. The record must be kept available for **Our** inspection.

### **Gas bottle warranty**

It is warranted 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 procedure must be available for our inspection, and that this is then followed every time.

### **Static Unit warranty**

Where this Certificate relates to a **Static Unit**, it is warranted that the **Static Unit** is and shall be protected by a 5-lever mortice deadlock on the external door and either shutters or bars fitted over all windows.

### **Trailer protections warranty**

Where this Certificate relates to a **Trailer**, it is warranted that the **Trailer** is fitted with a key operated hitch-lock (identified by its own key number), a wheel-clamp and Thiefbeaters marking and registration system. The hitch-lock and wheel-clamp must be manufactured to British standard. All security protections must be in force at all times when the **Trailer** is unattended.

## Terms, Conditions Precedent, Warranties and Exclusions applicable to Section 6 Employers Liability

### Terms

#### **Compulsory Certificate Legislation**

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to compulsory Insurance of liability to **Employees** within the **Territorial Limits** but if there has been non observance by **You** of Certificate Conditions Precedent and Warranties and **We** have paid any sum which would not have been paid but for such law **You** shall repay to **Us** all sums paid by **Us**.

#### **Discharge of Liability**

**We** may at any time pay to **You** the amount of the **Limit of Liability** stated in the Certificate Schedule (after deduction of any sum or sums already paid) or any lesser amount for which any claim or claims can be settled and upon such payment **We** shall relinquish conduct and control of such claim or claims except for expenses of litigation recoverable and will under no further liability in connection with such claim or claims.

#### **Certificate of Employers' Liability Cancellation**

If **You** cancel this Certificate or the Employers Liability Section of this Certificate any Certificate of Employers' Liability Insurance issued hereunder is similarly cancelled from the same date.

#### **Employers Liability Jurisdiction**

The indemnity provided by this section shall apply only to judgements and awards against and to settlements with **You** where such judgements awards and settlements with **You** where such judgements awards and settlements are made under or are subject to the jurisdiction of the Courts of the United Kingdom and not to judgements obtained elsewhere nor to judgements or orders obtained in the said Courts for the enforcement of foreign judgements whether by way of reciprocal agreements or otherwise The premiums for these sections have been calculated accordingly and no consideration has been paid in respect of liabilities arising under any other Law of the jurisdiction of any other Courts.

### Conditions Precedent

The following are Condition(s) Precedent to **Our** Liability under the Certificate:

#### **Reasonable Precautions**

**You** must

- (a) take all reasonable precautions to minimise the risk of **Loss Damage** or **Injury** as if this Certificate were not in force and ensure that all reasonable safeguards and precautions against accident and disease are provided and used.
- (b) exercise all reasonable care in seeing that the buildings ways works implements tools equipment plant machinery and appliances used in the **Business** are substantial and sound and in proper order and fit for the purpose that they are used.
- (c) exercise all reasonable care in the selection and supervision of **Employees**.
- (d) comply with all statutory and other obligations and regulations imposed by any authority.

## **Terms, Conditions Precedent, Warranties and Exclusions applicable to Section 6 Employers Liability (continued)**

### **Warranties**

**You** must comply with the following warranties failure to do so may invalidate **Your** claim.

#### **Sub Contractors- Own Certificates**

It is warranted that **You** will ensure prior to commencement of work that all sub contractors engaged by **You** hold valid Employers' and Public Liability Insurance providing

- (a) an indemnity to **You** as **Principal**,
- (b) cover for work being undertaken by the sub contractor.
- (c) **Limits of Liability** of not less than the limits provided to **You** under this Section.

It is further warranted that **You** will obtain and keep documentary evidence of such Insurance including evidence of the payment of the premiums and upon request provide such information to **Us** as **We** may require.

### **Exclusions**

#### **Road Traffic Act Exclusion**

This Section does not cover any liability for **Injury** incurred in circumstances where the Road Traffic Act 1988 or any subsequent Road Traffic or other Legislation requires compulsory insurance or security or any liability incurred at any time when the **Trailer** or **Static Unit** was or is being towed or moved by a mechanically propelled vehicle.

## **Terms, Conditions Precedent, Warranties and Exclusions applicable to Section 7a Public Liability**

### **Terms**

#### **Discharge of Liability**

**We** may at any time pay to **You** the amount of the **Limit of Liability** as stated in the Certificate Schedule (after deduction of any sum or sums already paid as **Damages** and claimants costs and expenses) or any lesser amount for which any claim or claims can be settled and upon such payment **We** shall relinquish conduct and control of such claim or claims except for expenses of litigation recoverable and will be under no further liability in connection with such claim or claims except for other costs or expenses incurred with **Our** written consent in respect of matters prior to the date of such payment.

#### **Public Liability Jurisdiction**

The indemnity provided by Section 5a of this Certificate shall apply only to judgements and awards against and to settlements with **You** where such judgements awards and settlements with **You** where such judgements awards and settlements are made under or are subject to the jurisdiction of the Courts of the United Kingdom and not to judgements obtained elsewhere nor to judgements or orders obtained in the said Courts for the enforcement of foreign judgements whether by way of reciprocal agreements or otherwise. The premiums for these Sections have been calculated accordingly and no consideration has been paid in respect of liabilities arising under any other Law of the jurisdiction of any other Courts.

### **Conditions Precedent**

The following are Condition(s) Precedent to **Our** Liability under the Certificate:

#### **Reasonable Precautions**

**You** must

- (a) take all reasonable precautions to minimise the risk of **Loss, Injury, Damage** as if this Certificate were not in force and ensure that all reasonable safeguards and precautions against accident and disease are provided and used.
- (b) exercise all reasonable care in seeing that the buildings ways works implements tools equipment plant machinery and appliances used in the **Business** are substantial and sound and in proper order and fit for the purpose that they are used.
- (c) exercise all reasonable care in the selection and supervision of **Employees**.
- (d) comply with all statutory and other obligations and regulations imposed by any authority.

## Terms, Conditions Precedent, Warranties and Exclusions applicable to Section 7a Public Liability (continued)

### Warranties

**You** must comply with the following warranties failure to do so may invalidate **Your** claim.

#### **Sub Contractors- Own Certificates**

It is warranted that **You** will ensure prior to commencement of work that all sub contractors engaged by **You** hold valid Public Liability Insurance providing

- (a) an indemnity to **You** as **Principal**.
- (b) cover for work being undertaken by the sub contractor.
- (c) **Limits of Liability** of not less than the limits provided to **You** under this Section.

It is further warranted that **You** will obtain and keep documentary evidence of such Insurance including evidence of the payment of the premiums and upon request provide such information to **Us** as **We** may require.

### Exclusions

**This Section does not cover liability for**

#### 1. **Loss or Damage to**

(a) **Property** owned or occupied by **You** or in **Your** care or control of **You** or any **Employee** of **Yours** other than:

- (i) buildings temporarily occupied for the purpose of carrying out **Your Business** thereon or therein.
- (ii) personal **Property** belonging to third parties

(b) that part of any **Property** on which **You** are or have been working.

2. **Loss, Injury or Damage to Property** caused by or through or in connection with the ownership possession or use by or on **Your** behalf of,

(a) any **Vessel** or **Craft** where work undertaken therein or thereon.

(b) any vehicle for which compulsory insurance under any Road Traffic or other legislation governing the use of motor vehicles is required, except:

- (i) while such vehicle is being used as a tool of trade for **Your Business** (other than in respect of any liability which is compulsorily insurable under Road Traffic or other legislation) or
- (ii) in respect of loading or unloading of **Product** or **Stock in Trade** from the vehicle or the delivery or collection of **Product** or **Stock in Trade** to or from such vehicle beyond the carriageway unless such liability is the subject of indemnity in whole or in part under compulsory insurance or security required by Road Traffic or Legislation or any other insurance.

(c) any passenger lift or steam pressure vessel.

## **Terms, Conditions Precedent, Warranties and Exclusions applicable to Section 7a Public Liability (continued)**

### **Exclusions (continued)**

3. **Loss, Injury or Damage to Property**
  - (a) if such liability has been assumed under an agreement or contract and would not have attached in the absence of the agreement or contract.
  - (b) caused by or arising from:
    - (i) advice design specification or treatment given or administered or omitted by or on **Your** behalf.
    - (ii) professional services rendered by or on behalf of **You**.
4. **Loss, Injury or Damage** to or arising from any **Product** other than the provision by **You** or on **Your** behalf of canteen facilities and refreshments for **Your** visitors and **Employees**.
5. **Injury** to any **Employee** where the **Injury** arises out of and in the course of such person's employment by **You**.
6. **Pollution or Contamination** unless demonstrably proved to have been caused by immediate discharge consequent upon an accident.
7. Fines, liquidated damages, penalty clauses or performance warranties.
8. Punitive damages and/or exemplary damages and/or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages.
9. The excess stated in the Schedule in respect of the first amount of each and every claim for **Loss** or **Damage to Property**.

## **Terms, Conditions Precedent, Warranties and Exclusions Applicable to Section 7b Products Liability**

### **Terms**

#### **Discharge of Liability**

**We** may at any time pay to **You** the amount of the **Limit of Liability** as stated in the Certificate Schedule (after deduction of any sum or sums already paid as **Damages** and claimants costs and expenses) or any lesser amount for which any claim or claims can be settled and upon such payment **We** shall relinquish conduct and control of such claim or claims except for expenses of litigation recoverable and will be under no further liability in connection with such claim or claims except for other costs or expenses incurred with **Our** written consent in respect of matters prior to the date of such payment.

#### **Product Liability Jurisdiction**

The indemnity provided by this Section shall not apply in respect of any judgement award settlement made within countries that operate under the Laws of the United States of America or Canada or to

1. any order made anywhere in the world to enforce such judgements awards or settlements
2. any settlement made outside the United States of America or Canada in respect of litigation brought within countries which operate under the Laws of the United States of America or Canada

either in whole or in part the premium for this Section has been calculated accordingly and no consideration has been paid in respect of liabilities arising under the Laws of the United States of America or Canada or the jurisdiction of the Courts of the United States of America or Canada.

### **Conditions Precedent**

The following are Condition(s) Precedent to **Our** Liability under the Certificate:

#### **Reasonable Precautions**

**You** must

- a) take all reasonable precautions to minimise the risk of **Loss Damage** or **Injury** as if this Certificate were not in force and ensure that all reasonable safeguards and precautions against accident and disease are provided and used.
- b) exercise all reasonable care in seeing that the buildings ways works implements tools equipment plant machinery and appliances used in the **Business** are substantial and sound and in proper order and fit for the purpose that they are used.
- c) exercise all reasonable care in the selection and supervision of **Employees**.
- d) comply with all statutory and other obligations and regulations imposed by any authority.

## Terms, Conditions Precedent, Warranties and Exclusions Applicable to Section 7b Products Liability (continued)

### Warranties

**You** must comply with the following warranties failure to do so may invalidate **Your** claim.

#### **Sub Contractors- Own Certificates**

It is warranted that **You** will ensure prior to commencement of work that all sub contractors engaged by **You** hold valid Products Liability Insurance providing

- (a) an indemnity to **You** as **Principal**.
- (b) cover for work being undertaken by the sub contractor.
- (c) **Limits of Liability** of not less than the limits provided to **You** under this Section.

It is further warranted that **You** will obtain and keep documentary evidence of such Insurance including evidence of the payment of the premiums and upon request provide such information to **Us** as **We** may require.

### Exclusions

#### **This Section does not cover liability**

1. **Injury, Loss or Damage** for which an indemnity is afforded by Sections 6 and 7a.
2. **Injury, Loss or Damage** arising out of or in connection with the recall of any **Product** or part thereof.
3. for **Injury, Loss or Damage to Property** if such liability has been assumed under a contract or agreement unless such liability attaches solely by virtue of a condition or warranty of goods implied by law or would have attached in the absence of the contract or agreement.
4. arising from **Loss or Damage** to the **Product** or part thereof or any costs or expenses or consequential **Loss** incurred in repairing replacing reapplying removing or making any refund in respect of the **Product** or part thereof.
5. arising from the failure of any **Product** or part thereof to fulfil the purpose for which it was intended unless due to an unintended and unexpected defect in the manufacture and/or assembly of such **Product** or part thereof and such defect was not caused by or arises from defective inadequate or incorrect design of the **Product** or part thereof.
6. arising from any **Product**
  - (a) used with the **Your** knowledge in connection with aircraft, aero spatial devices, air cushioned vehicles, water borne craft, offshore structures or for marine or aviation purposes.
  - (b) supplied by or on behalf of **You** for delivery to or use outside the **Territorial Limits**.
  - (c) in the care custody or control of **You**.
  - (d) in respect of circumstances known to **You** prior to the inception date of this Section.

## Terms, Conditions Precedent, Warranties and Exclusions Applicable to Section 7b Products Liability (continued)

### Exclusions (continued)

7. for **Injury, Loss** or **Damage to Property** caused by or arising from advice given by or on behalf of **You**.
8. **Injury** to any **Employee** where the **Injury** arises out of and in the course of such person's employment by **You**
9. **Pollution** or **Contamination** unless demonstrably proved to have been caused by immediate discharge consequent upon an accident.
10. Fines, liquidated damages, penalty clauses or performance Warranties.
11. Punitive damages and/or exemplary damages and/or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages.
12. The excess stated in the Schedule in respect of the first amount of each and every claim for **Loss** or **Damage to Property**.

## General Terms, Conditions Precedent, Warranties and Exclusions Applicable to all Sections

### General Terms

#### 1) Cancellation

**We** may cancel this Certificate by writing to **You** at **Your** last or known address confirming that all cover will end 14 days after the date of **Our** letter; or **You** may cancel this Certificate by giving **Us** written instructions. If **You** or **We** cancel this Certificate, and **You** have not made a claim during the current period of this Certificate, **We** will refund the premium of Sections 1,2, 3, 4 and 5 only, less an administration fee, for any remaining period of cover. No premium will be refunded for amounts under £50.00 + IPT + £15.00 totalling £67.50

#### 2) Contracts (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not a party to this Certificate has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Certificate but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

#### 3) Data Protection Act 1998

**You** should understand that any information **You** have provided will be processed by **Us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing Insurance and handling claims, if any, which may necessitate providing such information to other parties.

#### 4) Governing Law

Under UK law **You** and **We** can choose the law that will apply to this contract unless **You** and **We** have agreed otherwise, this contract will be governed by the law of England and Wales.

#### 5) Other Insurance

If **You** have any other Insurance which cover the same **Loss, Injury** or **Damage** or liability for **Loss, Injury** or **Damage**, as this Certificate, **We** will pay only our share of any claim.

#### 6) Policy Voidable

This Insurance shall be voidable in the event of non-disclosure, misrepresentation or misdescription in of any material fact or particular.

#### 7) Reasonable care

**You** at your own expense must take all reasonable steps to prevent **Injury** and **Damage**.

#### 8) Rights to Recovery

**We** may take, or ask **You** to take any action necessary to recover from a third party any costs **We** become liable for under this Certificate. **We** may do this before or after **We** pay **Your** claim.

#### 9) Warranties

Every warranty shall, from the time the warranty applies, continue to be in force throughout the period of this Certificate and non-compliance with any warranty insofar as it increases the risk shall be a bar to any claim.

## **General Terms, Conditions Precedent, Warranties and Exclusions Applicable to all Sections (continued)**

### **General Conditions Precedent**

#### **1) Non Admittance or Repudiation of Liability**

It is a **Condition Precedent** to **Our** liability under this Certificate that no admission, offer, promise, payment, indemnity or agreement shall be made or given by or on behalf of **You** and/or person claiming to be indemnified under this Certificate in connection with any claim or circumstance which may result in a claim under this Certificate without the prior written consent of **Us**.

#### **2) Observance**

Observance of the Terms of this Certificate relating to anything to be done or complied with by **You** is a Condition Precedent to any liability of Insurers.

### **General Exclusions**

#### **1) Asbestos Exclusion**

This Certificate does not cover **Loss, Injury or Damage** or liability for **Loss, Injury or Damage** directly or indirectly arising out of resulting from or in consequence of or in any way involving asbestos or any materials containing asbestos in whatever form or quantity.

#### **2) Electronic Data Exclusion**

Notwithstanding any provision to the contrary within this Certificate or any endorsement thereto, it is understood and agreed as follows:

- a) This Certificate does not insure **Loss, Injury or Damage** or liability for **Loss, Injury or Damage**, destruction, distortion, erasure, corruption or alteration of electronic data from any cause whatsoever (including but not limited to computer virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss

Electronic data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment

Computer virus means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer virus includes but is not limited to "Trojan Horses", "worms" and "time or logic bombs"

- b) However, in the event that a peril listed below results from any of the matters described in paragraph a) above, this Certificate, subject to all its Terms, Conditions and Exclusions, will cover physical **Loss Injury or Damage** or liability for **Loss, Injury or Damage** occurring during the Certificate period to property insured by this Certificate directly caused by such listed perils below

Listed Perils

Fire  
Explosion

## **General Terms, Conditions Precedent, Warranties and Exclusions Applicable to all Sections (continued)**

### **3) Electronic Data Processing Media Valuation**

Notwithstanding any provision to the contrary within this Certificate or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Certificate suffer **Loss** or **Damage** insured by this Certificate, and then the basis of valuation shall be the cost of the blank media plus the costs of copying the electronic data from the back up or from originals of a previous generation. These costs will not include research and engineering or any costs of recreating, gathering or assembling such electronic data. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However, this Certificate does not insure any amount pertaining to the value of such electronic data to **You** or any other party, even if such electronic data cannot be recreated, gathered or assembled.

### **4) Non-Contribution**

This Certificate does not cover any **Loss, Injury** or **Damage** or liability for **Loss, Injury** or **Damage**, which at the time of the happening of such **Loss Injury** or **Damage** or liability for **Loss, Injury** or **Damage**, is insured by or would, but for the existence of this Certificate, be insured by any other existing Insurance except in respect of any excess beyond the amount which would have been payable under such Insurance had this Certificate not been effected.

### **5) Radioactive Contamination and Nuclear Assemblies Exclusion**

**This Certificate does not cover**

1. any **Loss, Injury** destruction of or **Damage** to any property whatsoever, or any **Loss** or expenses whatsoever resulting or arising therefrom or any consequential **Loss**.
2. any legal liability of whatsoever nature.

directly or indirectly caused by or contributed to by or arising from:

- i. Ionising radiations or contamination by radioactive from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- ii. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- iii. The causing, occasioning or threatening of harm of whatever means.
- iv. Putting the public or any section of the public in fear.

In circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

### **6) Sonic Bangs Exclusion**

This Certificate does not cover any **Loss, Injury** or **Damage** or liability for **Loss, Injury** or **Damage** from pressure waves caused by aircraft or other flying devices travelling at or above the speed of sound.

## **General Terms, Conditions Precedent, Warranties and Exclusions Applicable to all Sections (continued)**

### **7) Terrorism Exclusion**

This Certificate does not cover any **Loss, Injury, Damage** or liability for **Loss, Injury or Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from 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 Certificate an act of terrorism means an act, including but not limited to the 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.

This Certificate also excludes **Loss, Injury, Damage** or liability for **Loss, Injury or Damage**, cost or expense of whatsoever nature directly or indirectly cause 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, Injury, Damage** or liability for **Loss, Injury or Damage**, cost or expense is not covered by this Certificate the burden of providing the contrary shall be upon **You**.

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

### **8) War Exclusion**

This Certificate does not cover any **Loss, Injury, Damage** or liability for **Loss, Injury 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.

## Claims Procedure and Conditions Precedent Applicable to all Sections

If **You** need to make a claim, please follow the procedure below so the matter can be dealt with efficiently.

To make a claim simply call our 24 hours claims help line telephone number: 01424 850444. Then in order to make the **Trailer** or **Static Unit** secure **You** may undergo temporary repairs as defined under the "Claims Procedure Conditions Precedent to Liability" section of the Certificate wording.

All claims are handled by  
IAS Group  
34 Brunel Road  
St Leonards On Sea  
East Sussex  
TN38 9RT

At the time of making a claim, **You** will be asked:  
The policy number stated on **Your** Schedule;  
Full details of the claim.

### **It is a Condition Precedent that;**

**You** must do the following:

1. Contact **Your** intermediary that arranged this Insurance for **You** as soon as reasonably possible.
2. Give **Us** full written details of **Your** claim as soon as reasonably possible, and always within 30 days.
3. Notify **Us** within 7 days of any claims for Riot or malicious **Damage**
4. Tell the police immediately if **Loss** or **Damage** has been caused by theft, attempted theft, malicious acts or vandals.
5. Take all reasonable steps to reduce and prevent **Loss, Injury** or **Damage**.
6. Give **Us**, at **Your** expense, all information and evidence (including written estimates and proof of ownership and value) **We** ask for.
7. Notify **Us** in writing immediately **You** and/or person claiming to be indemnified has knowledge of any impending prosecution inquest or **Injury** in connection with any circumstances for which there may be liability under this Certificate.
8. Forward unanswered to **Us** immediately on receipt every letter claim writ summons or process in connection with such claim or circumstance.
9. Give all such information and assistance as **We** may require.
10. At all times in addition to **Your** obligations set out above afford such information to and co-operation with **Us** or **Our** appointed agents to allow the **Us** to be able to comply with such relevant practice directions and pre-action protocols as may be issued and approved from time to time by the head of civil justice.

**You** must not do the following:

1. Abandon any item to **Us**.
2. Dispose of any Damaged items before **We** have inspected them.
3. Negotiate, admit or settle any claim or offer without **Our** permission in writing.

**We** may do the following:

1. Appoint a loss adjuster to deal with the claim.
2. Arrange to repair the **Damage** to the **Property**.
3. Take over and conduct in the name of **You** and/or person claiming to be identified under this Certificate the defence or settlement of any claim and to prosecute in the name of **You** and/or other person for **Our** benefit any claim for indemnity or **Loss, Injury** or **Damage** or otherwise against any third party and shall have full discretion in the conduct of any negotiations and proceedings and the settlement of any claim.

## Complaints Procedure

If **You** have any complaint **You** should in the first instance contact:

Managing Director  
Commercial Express Quotes Limited  
Unit 4 Castlegate Court  
Castlegate Way  
Dudley  
DY1 4RD

If the matter is not resolved to **Your** satisfaction, please write to:

Compliance Officer  
Navigators Certificate Company Limited  
7th Floor, No. 2 Minster Court  
Mincing Lane  
London  
EC3R 7AE

If **You** are still not satisfied **You** can contact the:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

The complaints procedure above does not affect any legal right **You** may have to take action against **Us**.

### Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **We** are unable to meet **Our** obligations to **You** under this contract. If **You** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further information about the Scheme is available from the Financial Services Compensation Scheme (7<sup>th</sup> Floor, Lloyd's Chambers, Portsoken Street, London E11 8BN) and on their website ([www.fscs.org.uk](http://www.fscs.org.uk)).