

SCHEDULE 12

Insurances

Part 1

Operator Insurances

Common to all policies in part 1 (unless stated otherwise) and for the avoidance of doubt any reference to the Operator in this part 1 will include reference to its Group:

1. Insureds

1.1 The Operator,

1.2 Sheffield City Council in joint names (for Buildings' Insurance);

2. The Operator shall be the Insured for the purposes of the Employers Liability Insurance and the Public Liability Insurance (the Public Liability Insurance is to include an indemnity to principal clause),

Each for their respective rights and interests in the Facilities.

3. Property damage insurance

3.1 Insured Property

Any property of whatsoever nature or description associated with the Services at the Facilities that is the property of the Operator or for which the Operator may be responsible under this Agreement including but not limited to building insurance in respect of the Facilities and insurance in respect of the contents of the Facilities.

3.2 Coverage

"All risks" of physical loss or damage to the Insured Property from any cause not excluded.

Terrorism.

3.3 Sum Insured

At all times an amount not less than the total reinstatement or replacement value of the Insured Property plus provision to include other Principal Extensions as appropriate (escalated periodically as appropriate in accordance with clause 35.4 (*Increase in Insured Amounts*)).

3.4 Maximum Deductible

██████ each and every claim, escalated periodically as appropriate in accordance with clause 35.4 (*Increase in Insured Amounts*).

3.5 Territorial Limits

United Kingdom.

3.6 Period of Insurance

For the duration of this Agreement and renewable on an annual basis unless agreed otherwise by the parties.

3.7 Cover Features and Extensions

- 3.7.1 Pollution and contamination to the Insured Property arising from an event which itself is included. To include pollution or contamination resulting from accidental damage.
- 3.7.2 Insured Property whilst in transit (only provided whilst temporarily removed for cleaning, restoration etc).
- 3.7.3 Automatic reinstatement of sum insured.
- 3.7.4 Capital additions Clause.
- 3.7.5 72 hour Clause.
- 3.7.6 Public Authorities Clause.
- 3.7.7 Replacement of computer records (limited to computer records but only for the costs of the materials and clerical labour and computer time used in recompiling the records. This does not include any expense involved in the recreation of the information needed).
- 3.7.8 Professional fees.
- 3.7.9 Debris removal.
- 3.7.10 Repair / reinstatement basis of claims settlement.

3.8 Principal Exclusions

- 3.8.1 War and related perils (UK market agreed wording).
- 3.8.2 Nuclear/radioactive risks (UK market agreed wording).
- 3.8.3 Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 3.8.4 Wear, tear and gradual deterioration.
- 3.8.5 Consequential financial losses.
- 3.8.6 Cyber risks.

4. Business Interruption Insurance

4.1 Insureds

- 4.1.1 the Operator,
- 4.1.2 the Leisure Operator,

4.1.3 the Food and Beverage Operator and

4.1.4 the Health and Fitness Operator

each for their respective rights and interests in the Facilities.

4.2 Indemnity

In respect of:

4.2.1 loss of anticipated Revenue during the Minimum Indemnity Period arising from an interruption or interference in the provision of the Services as a result of loss or damage covered under the property damage insurance effected in accordance with paragraph 3 of part 1 of this schedule 12 including physical loss or damage which would be indemnifiable but for the application of any deductible; and

4.2.2 the additional expenditure necessarily and reasonably incurred for the purpose of avoiding or reducing the loss of Revenue of the Operator which without such expenditure would have taken place, during the Minimum Indemnity Period.

4.3 Sum Insured

An amount sufficient to cover the sums the subject of the Indemnity for the Minimum Indemnity Period.

4.4 Maximum Excess

7 days.

4.5 Minimum Indemnity Period

18 months or such other reasonable period as agreed between the Parties based on the nature of the Facilities.

4.6 Period of Insurance

For the duration of this Agreement and renewable on an annual basis unless agreed otherwise by the parties.

4.7 Cover Features and Extensions

4.7.1 Denial of access.

4.7.2 Utilities.

4.7.3 Terrorism.

4.7.4 Subrogation waiver and non vitiation Clause.

4.7.5 Accountants Clause.

4.7.6 Automatic reinstatement of Sum Insured and Indemnity Period.

4.8 Principal Exclusions

- 4.8.1 War and related perils (UK market agreed wording).
- 4.8.2 Nuclear/radioactive risks (UK market agreed wording).
- 4.8.3 Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 4.8.4 Wear, tear and gradual deterioration.
- 4.8.5 Cyber risks.

5. **Third Party Public and Products Liability Insurance**

5.1 **Interest**

To indemnify the Insured in respect of all sums that they may become legally liable to pay (including claimant's costs and expenses) as damages in respect of accidental:

5.1.1 death, or bodily injury; or

5.1.2 loss or damage to property,

happening during the Period of Insurance and arising out of or in connection with the provision of the Services.

5.2 **Limit of Indemnity**

Not less than [REDACTED] (escalated periodically as appropriate in accordance with clause 35.4 (*Increase in Insured Amounts*) in respect of any one occurrence, the number of occurrences being unlimited, but in the aggregate in respect of pollution and products liability.

5.3 **Maximum Deductible**

[REDACTED] for each and every occurrence of property damage, escalated periodically as appropriate. (Personal injury claims will be paid in full.)

5.4 **Territorial Limits**

Worldwide excluding USA, Canada and Australia.

5.5 **Jurisdiction**

Worldwide excluding USA, Canada and Australia.

5.6 **Period of Insurance**

For the duration of this Agreement and renewable on an annual basis unless agreed otherwise by the parties.

5.7 **Principal Exclusions**

5.7.1 Liability for death, illness, disease or bodily injury sustained by employees of the Insured.

- 5.7.2 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by Legislation in respect of such vehicles.
- 5.7.3 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
- 5.7.4 Liability in respect of loss or damage to property in the care, custody and control of the insured but this exclusion is not to apply to all property belonging to the Authority that is in the care, custody and control of another Insured.
- 5.7.5 Liability arising out of technical or professional advice (given for a fee) other than in respect of death or bodily injury to persons or damage to third party property.
- 5.7.6 Liability arising from the ownership, possession or use of any aircraft or marine vessel.
- 5.7.7 Liability arising from seepage and pollution unless caused by a sudden, identifiable, unintended and unexpected occurrence.
- 5.7.8 Losses under the insurances referred to in paragraphs 3 and 4 of this part 1 of schedule 12.