



Invoice # 031-355106
Frankston City Council

INSURING COUNCIL	Frankston City Council
GEOGRAPHICAL SCOPE	Australia
GOVERNING LAW OF CONTRACT	Australian.
PERIOD OF INSURANCE	From: 30 June 2024 at 4 PM Local Time (VIC). To: 30 June 2025 at 4 PM Local Time (VIC).
INTEREST INSURED	All sums provided by this Policy which You shall become legally liable to pay as Compensation for Personal Injury, Property Damage and/or Advertising Liability happening during the Period of Insurance and caused by an Occurrence within the Geographical Limits as stated herein in connection with Your Business.
PRODUCTS	(Not applicable to Local Trader permit holders under Part C) Anything, including any packaging or container thereof (after it has ceased to be in Your possession or under Your control) manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, repaired, serviced, treated, sold, supplied, resupplied or distributed by You.
<u>PART A</u>	<u>Hirers of Council Owned or Controlled Facilities</u>
INSURED	Various uninsured Hirers of council owned or controlled facilities
BUSINESS	Activities conducted at and from the hired facility
DEFINITION OF HIRERS	All casual, ad-hoc and regular hirers, including individuals assisting with the business/activities, provided hire occurs no more than 52 times per annum (per hirer)
SITUATION AND/OR PREMISES	At and from the council owned or controlled facility
LIMITS OF LIABILITY	General Liability \$20,000,000 any one Occurrence Products Liability \$20,000,000 any one Occurrence and in the aggregate for all Occurrences during any one Period of Insurance.
SUB-LIMITS OF LIABILITY	Property in Your Physical or Legal Control \$100,000 any one Occurrence



DEDUCTIBLE/EXCESSES	The insured shall bear the first \$500 of each and every claim or series of claims arising out of any one Occurrence.
<u>PART B</u>	Various Participants of Council Run or Council Approved Events or Programs
INSURED	Various Uninsured Participants including, but not limited to Performers, Stallholders, Artists, Buskers, Street Stallholders, Artists Occupying Studios, Tutors, Instructors and similar.
BUSINESS	<p>Covering various activities of the insured whilst participating in an event or program organised by Council or an event or program organised by others where Council requires coverage.</p> <p>Artists Occupying Studios, Tutors, and Instructors (Annual cover)</p> <ul style="list-style-type: none">• Covering artists whilst leasing/occupying artist studios provided by Council.• Covering tutors and instructors whilst conducting leisure-based courses under an engagement from Council at and from a Council facility (Excludes Child Care, Foster Family and Sporting Activities)
SITUATION AND/OR PREMISES	Anywhere within the Municipality of the insuring Council
LIMITS OF LIABILITY	<p>General Liability \$20,000,000 any one Occurrence</p> <p>Products Liability \$20,000,000 any one Occurrence and in the aggregate for all Occurrences during any one Period of Insurance.</p>
SUB-LIMITS OF LIABILITY	Property in Your Physical or Legal Control \$100,000 any one Occurrence
DEDUCTIBLE/EXCESSES	The insured shall bear the first \$1000 of each and every claim or series of claims arising out of any one Occurrence.
<u>PART C</u>	<u>Permit Holders</u>
INSURED	Various Uninsured Permit Holders
BUSINESS	<p>Local Trader Permit Holders Placement of advertising boards and other merchandise on footpaths or areas deemed to be Council property under a permit issued by Council, including but not limited to street cafes', trading tables, waste management bins and the like.</p> <p>Community Gardens Permit Holders Residents setting up and maintaining gardens on Council property including nature strips or planter boxes, under a permit issued by Council.</p>



**SITUATION AND/OR
PREMISES**

At various locations within the Municipality of the insuring Council.

PRODUCTS

Products Liability coverage is not applicable in respect of Local Trader Permit Holders.

LIMITS OF LIABILITY

General Liability

\$20,000,000 any one Occurrence

Products Liability Community Gardens Permit Holders Only

\$20,000,000 any one Occurrence and in the aggregate for all Occurrences during any one Period of Insurance

SUB-LIMITS OF LIABILITY

Property in Your Physical or Legal Control \$100,000 any one occurrence and in the aggregate for any one Period of Insurance

DEDUCTIBLE/EXCESSES

The insured shall bear the first \$1,000 of each and every claim or series of claims arising out of any one Occurrence.

**POLICY WORDING AND
CONDITIONS**

QBE-QM8341-0922 subject to the following Endorsements applicable to this policy:

Definitions:

Amusement Exclusion

Products Liability – Children's Toys / Second Hand Electrical Items & Tools

Local Trader Permit Holders Product Liability Exclusion

Security Personnel Exclusion

Fireworks and/or Pyrotechnics Exclusion

Rock and/or Pop Concerts Exclusion

Child Minding / Child Care Services

Stallholders Sporting Activities

Buskers Participation

Buskers Exclusion

Council Liability Exclusion

Total Listed Human Disease Exclusion

Property In Custody or Control (Amended Sub Limit)

Endorsements attached and forming part of the Policy Wording:

DEFINITIONS

The following amendment is made to section '5. Definitions' of the Policy:

5.21. You, Your or Insured (a) is amended to read as follows:

Any director, executive officer, Employee, voluntary unpaid worker which includes committee members, office holders, managers of You but only while acting within the scope of their duties in such capacity.

2.26 AMUSEMENT EXCLUSION

The following additional Exclusion is added to section '2. What you're not covered for' of the Policy:

We don't cover any claims arising from, contributed by or in connection with:

- (a) animal rides;
- (b) amusement rides and/or devices of any description;
- (c) inflatable recreational equipment.

2.27 PRODUCTS LIABILITY – CHILDREN'S TOYS / SECOND HAND ELECTRICAL ITEMS & TOOLS

The following additional Exclusion is added to section '2. What you're not covered for' of the Policy:

We don't cover Property Damage or Personal Injury caused by the manufacture, sale or supply of children's toys and second-hand electrical items / tools.

2.28 LOCAL TRADER PERMIT HOLDERS' PRODUCT LIABILITY EXCLUSION

The following additional Exclusion is added to section '2. What you're not covered for' of the Policy:

We don't cover liability arising out of Your Products in respect to permits issued to local traders.

2.29 SECURITY PERSONNEL EXCLUSION

The following additional Exclusion is added to section '2. What you're not covered for' of the Policy:

We don't cover your liability for Personal Injury or Property Damage arising directly or indirectly out of or caused by security personnel.

2.30 FIREWORKS AND/OR PYROTECHNICS EXCLUSION

The following additional Exclusion is added to section '2. What you're not covered for' of the Policy:

We don't cover your liability for Personal Injury or Property Damage arising directly or indirectly out of or caused by the use, handling, transportation, or storage of any fireworks or pyrotechnic or incendiary device.

2.31 ROCK AND/OR POP CONCERTS EXCLUSION

The following additional Exclusion is added to section '2. What you're not covered for' of the Policy:

We don't cover your liability for Personal Injury and/or Property Damage of any person caused by or arising out of rock and/or pop concerts.

2.32 CHILD MINDING / CHILDCARE SERVICES

The following additional Exclusion is added to section '2. What you're not covered for' of the Policy:

We don't cover your liability for Personal Injury or Property Damage arising out of child minding or childcare services or activities.

2.33 STALLHOLDERS SPORTING ACTIVITIES

The following additional Exclusion is added to section '2. What you're not covered for' of the Policy:

We don't cover your liability for Personal Injury or Property Damage arising out of sporting activities and/or demonstrations conducted by stallholders.

2.34 BUSKERS PARTICIPATION

The following additional Exclusion is added to section '2. What you're not covered for' of the Policy:

We don't cover your liability for Personal Injury or Property Damage arising from any participation by spectators.

2.35 BUSKERS EXCLUSION

The following additional Exclusion is added to section '2. What you're not covered for' of the Policy:

We don't cover your liability for Personal Injury or Property damage arising directly or indirectly from use of knives, swords (including theatrical knives) or any activity involving the use of fire.

2.36 COUNCIL LIABILITY EXCLUSION

The following additional Exclusion is added to section '2. What you're not covered for' of the Policy:

This Policy does not indemnify any council for their legal or vicarious liability from the use, operation or provision of any council facilities provided for hire, use or operation by others for any other business conducted by council in connection with such facilities.

2.37 TOTAL LISTED HUMAN DISEASE EXCLUSION

The following additional Exclusion is added to section '2. What you're not covered for' of the Policy:

We don't cover your legal liability or any other benefit, cost or expense arising directly or indirectly out of, contributed to by, resulting from or in connection with any listed human disease determined under section 42 of the Biosecurity Act 2015 (Cth) or any Subsequent Legislation.

For the purposes of this exclusion, 'Subsequent Legislation' means:



- an act or regulation as amended, replaced or re-enacted;
- where an act or regulation has been repealed, the current equivalent act or regulation (Commonwealth, State or Territory) with materially the same object or purpose whether in whole or in part.

2.38 PROPERTY IN CUSTODY OR CONTROL (AMENDED SUB LIMIT)

The following amendment is made to section '2. What you're not covered for' of the Policy:

'2.17 (f). 'Property in custody or control' is deleted and replaced with the following:

other property temporarily in your physical or legal control, but we won't cover physical damage or destruction of any property you have been working on and our limit under this exclusion 2.17 (f) does not exceed \$100,000 for any one Occurrence.