

APPENDIX A

What is not covered?

This policy does not cover any loss directly or indirectly arising out of, contributed to by, or resulting from:

1. non-appearance of any person(s) or groups of persons.
2. **Your** lack of care, diligence or prudent behaviour, the result of which would increase the risk, and/or likelihood of a loss, under this policy.
3. any contractual dispute or breach by **you** or any **participant**.
4. alterations or variances to the **event** without **our** prior written approval.
5. adverse weather in respect of any **event** in the open or under canvas or in a temporary structure unless agreed by **us** in writing and stated in the **schedule**.
6. any work being carried out by builders or other contractors which renders the **venue** or its facilities unusable in whole or in part, unless such work is unknown to **you** at the inception of this policy or at the time of agreeing the terms of the tenancy agreement with the **venue** whichever is the later.
7. **Expenses** and **gross revenue** which have not been declared to and agreed by **us**.
8. **Your** failure to:
 - a) observe and comply with the requirements of any law, ordinance, court or regulatory body of whatever jurisdiction.
 - b) make all necessary arrangements for the successful fulfilment of the **event** (which for the avoidance of doubt shall include, but not be limited to, the provision of sufficient allowances for travel time, set up and/or rehearsal time) in a prudent and timely manner.
 - c) ensure that all necessary contractual arrangements with **you** are made and confirmed in writing with **you** and that all necessary authorisations, (which for the avoidance of doubt shall include, but not be limited to, the obtaining of licences, permits, visas, copyright and patents) be obtained in a timely manner and valid for the **period of event**.
9. actual or threatened war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
10. civil commotion assuming the proportions of or amounting to a popular uprising, riot, martial law or the act of any lawfully constituted authority in the furtherance of maintaining public order.
11. seizure or destruction under quarantine or customs regulations, confiscation, nationalisation or requisition or destruction of or damage to property, by or under the order of any government or public or local authority, or the handling of contraband or the engaging in illicit trade or transportation.
12. any order for repatriation, internment, imprisonment, deportation or the refusal of permit to enter any country where the event is to be held.
13. nuclear reaction, nuclear radiation or radioactive contamination, ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
14. seepage and/or pollution and/or contamination unless it is discovered during the period and is a direct cause of a loss covered under this policy.

APPENDIX A

15. the withdrawal, insufficiency or lack of finance howsoever caused, the financial failure of any venture, variations in the rate of exchange, rate of interest or stability of any currency, financial default, insolvency, or failure to pay of any person, corporation or entity, all whether a party to this policy or otherwise.
16. lack of or inadequate receipts, sales or profits of any venture, lack of or inadequate response or inadequate financial or other support or withdrawal of such support from any party, lack of or inadequate attendance or insufficient interest prior to the date and time scheduled for any event.
17. the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing, concurrently or in any other sequence, thereto.
18. any communicable disease unless the venue is closed by or under the order of any government or public or local authority as a sole and direct result of a communicable disease which originates and manifests itself within the confines of the venue.
19. the threat or fear of any communicable disease whether actual or perceived.
20. National mourning, unless following the death of a member of the Royal Family or Head of State below the age of 75 years, and such death occurs within 7 days of the start of the event or during the period of event.
21. any act of terrorism, threat of terrorism or fear of terrorism thereof (whether actual or perceived) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
22. any loss resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism, threat of terrorism or fear of terrorism.
23. teleconferencing or similar picture or data image communication links, to or from any part of the event, unless agreed by us in writing and stated in the schedule.
24. failure to vacate the venue at the expiration of the lease if you are the owner or manager of the venue or are an affiliate company thereof.
25. any happening which is insured by or would, but for the existence of this policy, be insured by any other insurance(s) except for any excess beyond the amount which would have been payable under such other insurance(s) had this policy not been effected.