

CERTIFICATE OF INSURANCE

From: Andrew Taylor - Flinders Insurance Solutions

We hereby confirm that we have arranged the insurance cover mentioned below:

Xtreme Kites & Paddle Pty Ltd
ATF The Easton Family Trust
3 Picardy Place
PORT LINCOLN SA 5606

Date: 5/12/2023

Our Reference: XTREME KIT

NEW POLICY

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Class of Policy: Public &/or Products Liability Insurance
Insurer: Pacific International Insurance Limited
55 Broadmeadow Road, Broadmeadow NSW 2292
ABN:
The Insured: Xtreme Kites & Paddle Pty Ltd
ATF The Easton Family Trust

Policy No: SUAL001517
Invoice No: 174551
Period of Cover:
From 28/11/2023
to 28/11/2024 at 4:00 pm

Details:

See attached schedule for a description of the risk insured

IMPORTANT INFORMATION

The Proposal/Declaration:

- is to be received and accepted by the Insurer
 has been received and accepted by the Insurer

The total premium as at the above date is:

- to be paid by the Insured
 part paid by the Insured
 paid in full by the Insured
 paid by monthly direct debit

Premium Funding

- This policy is premium funded

Please note that the policy defined above is subject to the receipt of the Proposal Declaration and acceptance by the Insurer (if not already completed and accepted) and subject to the full receipt and clearance of the total premium payable by the insured.

Schedule of Insurance

| | |
|--|------------------------------|
| Class of Policy: Public &/or Products Liability Insurance | Policy No: SUAL001517 |
| The Insured: Xtreme Kites & Paddle Pty Ltd ATF The Easton Family Trust | Invoice No: 174551 |
| | Our Ref: XTREME KIT |

This policy has been placed through

Sports Underwriting Australia Pty Ltd
ABN 53 119 852 096
PO Box 288 Kew East, VIC 3102

Sports Underwriting Australia Pty Ltd is an underwriting agency who has placed the policy with

Pacific International Insurance Limited
55 Broadmeadow Road, Broadmeadow NSW 2292

Insured: Xtreme Kites & Paddle Pty Ltd ATF The Easton Family Trust

Business: Kite Boarding, Stand Up Paddle Boarding, Surfing, Snorkelling, Fishing, Kayaking & Kayak Hire, Sandboard Hire, Archery Tag, Zorb Balls (excluding Bubble Soccer), Sumo Suits, Kite Making & Display Kites, Dunk Machine & Clown Amusement Trailer, Pedal Go Karts including Inflatable Castle's, Jungle Run Inflatable, Inflatable Obstacle Course. Nil dry hire for Inflatables and/or public events for obstacle course

Premises: At and from, 3 Picardy Place, Port Lincoln, South Australia 5606

Estimated Annual Turnover: \$135,000

*Please note your premium has been calculated using the rating information detailed above.
Should this information be incorrect please contact your broker immediately.*

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Platinum Liability Policy Schedule

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General Liability

Limit of Indemnity for Part A \$ 20,000,000
Property in your physical or legal control \$ 500,000

Excess - \$5,000 Each & Every Claim

Professional Indemnity

Limit of Indemnity for Part B \$ 1,000,000

Retroactive Date for Part B - The date the insured first held continuous Professional Indemnity cover or the inception date of this policy, whichever the earlier.

Excess - \$5,000 Each & Every Claim

Management Liability

Limit of Indemnity for Part C \$ 1,000,000

Optional Extensions:

Fidelity Cover Not Insured

Pollution Defence Costs Not Insured

Schedule of Insurance

| | | | |
|-------------------------|--|--------------------|------------|
| Class of Policy: | Public &/or Products Liability Insurance | Policy No: | SUAL001517 |
| The Insured: | Xtreme Kites & Paddle Pty Ltd ATF The Easton Family Trust | Invoice No: | 174551 |
| | | Our Ref: | XTREME KIT |

Retroactive Date for Part C - The date the insured first held continuous Directors and Officers or Management Liability Insurance cover or the inception date of this policy, whichever the earlier.

| | | |
|------------|----------------------------------|-----------------------------|
| Excesses - | Directors and Officers Liability | \$ Nil |
| | Fidelity | \$ 5,000 Each & Every Claim |
| | Pollution Defence Costs | \$ 5,000 Each & Every Claim |
| | All other claims | \$ 2,500 Each & Every Claim |

Policy Endorsements

1. It is hereby declared and agreed that under **Part C** Management Liability, The Cover, insuring clause 1.c is deleted and replaced with the following;
c. indemnify **you** for all **Loss** incurred up to a limit of \$100,000 arising from an **Employment Practices Liability Claim**; and
2. **Please note that the following conditions apply to all Parts of the Policy.**

It is hereby declared and agreed that:

1. all participants must sign a disclaimer prior to participating in activities arranged by the insured. The disclaimer must be prepared by a qualified legal practitioner on behalf of the insured. The insured must keep the signed disclaimer on file for a period of 7 years after the participant ceased to participate in activities arranged by the insured.
2. the insured has in place and adheres to documented risk management procedures. The risk management procedures must be prepared and reviewed annually by a qualified external risk management specialist.
3. all operational equipment shall be subject to a maintenance and service inspection prior to each hire or use and such inspection is to be documented.
4. all activities undertaken shall be performed in compliance with all relevant Australian Standards for the industry and activity undertaken.
5. all operational equipment shall meet the relevant Australian Standard.
6. all operational equipment must be set-up and dismantled by the insured.
7. only equipment and/or activities declared to us and noted in the policy schedule are covered by this policy.
8. Where operational equipment is offered on dry-hire:
 - a) a Conditions of Use statement must be displayed at the entry of the amusement and must include all rules and conditions that would normally be enforced if the insured was personally supervising the activity; and
 - b) the hirer must sign a disclaimer that has been prepared by a qualified legal practitioner on behalf of the insured. The insured must keep the signed disclaimer on file for a period of 7 years.
 - c) an excess of \$10,000 will apply to each and every claim.

Failure by the insured to adhere to these conditions may result in denial of a claim or the reduction of a claim settlement.

All other terms, Exclusions and Conditions remain unaltered.

Important Notice

Insurance Contracts are issued by Sports Underwriting Australia Pty Ltd acting under a binding authority provided by the Insurer, Pacific International Insurance Pty Limited (Pacific) to administer and issue policies, alterations, cancellations and renewals on their behalf.
