

Phone: 0345 60 20 999 or 01323 737541

Email: ansvar.insurance@ansvar.co.uk Website: www.ansvar.co.uk

THE SCHEDULE: Attaching to and forming part of the policy bearing the number below and written upon policy form FA47 2014. Subject to the terms and conditions of the policy the insurance is for the period shown.

Agent

Access Insurance Services Selsdon House 212-220 Addington Road Selsdon, South Croydon CR2 8LD

Phone: 0208 651 7420

UK 3966

Client

CFTTB of 10 Days of Prayer 20 Charfield Court Hamilton Road READING, RG1 5RF

444325

Policy number **BPP 2294989**  Reason Quotation

Policy type **Special Event Connect** 

Period of insurance from 0:01 Hrs 20/09/17

Midnight 30/09/17

Premium £445.00

Insurance Premium Tax (IPT) £53.40

Total premium £498.40

### **EVENT DESCRIPTION:**

Prayer & Praise Church event connecting local churches (Praying, speakers, Flag worship)

## **COVER IS SUBJECT TO:**

Our terms accepted within 30 days of the 'date of issue' specified on this quotation

The information on the Statement of Facts form being correct (if it is incorrect or has changed, then advise your agent/us and we will issue a revised quotation and Statement of Facts)

\* We will communicate with you in English at all times

\* Any tiered staging or seating to be erected and dismantled by qualified contractors with own insurance

Electrical work/lighting to be carried out by qualified electricians with own cover

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Policy number BPP 2294989

Location: Forbury Gardens Reading RG1 5RF

**Event Start Date:** 20/09/17

**COVER SECTION** (Unless another amount is stated by

**SCHEDULE** 

1 PUBLIC & PRODUCTS LIABILITY **Indemnity Limit** 

2 EMPLOYERS LIABILITY **Indemnity Limit** 

3 ALL RISKS Sum Insured (as per enclosed specification)

**4 CANCELLATION EXPENSES** Sum Insured

Limit in Safe

6 PERSONAL ACCIDENT

5 MONEY See Policy Wording

**EXCESS** endorsement or in the policy wording)

£250

**OPERATIVE** £5,000,000

**OPERATIVE** £10,000,000

**NOT OPERATIVE** 

**NOT OPERATIVE** 

**NOT OPERATIVE** 

£0 £0

**NOT OPERATIVE** 





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Policy number BPP 2294989

# **SCHEDULE**

## **Endorsements**

215 - Activities

453 - Costs in Addition & Contractual Liability Amends

432 - Policy Changes 2015 (Including Insurance Act 2015)



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# Policy number BPP 2294989

# **ENDORSEMENTS**

#### 215 ACTIVITIES

1. EXCLUDED ACTIVITIES (PUBLIC AND PRODUCTS LIABILITY)

The following exclusions are added to WHAT IS NOT COVERED under section 1:

- a) Liability arising from any of the following activities:
  - abseiling
    - aerial activities of any kind
    - American football or Australian rules football
    - climbing requiring the use of hands as well as feet (other than children's playground equipment)
    - fire walking
    - firework and/or bonfire events except to the extent covered under the FIREWORK DISPLAY EXTENSION shown on the schedule (endorsement 684)
    - glacier walking or trekking
    - Gaelic football

- gorge walking and the like
- gymnastics
- horse, pony or donkey riding of any kind
- martial arts or fighting sports of any kind
- parkour or freerunning
- professional sport of any kind
- racing or time trials (other than on foot)
- underground activities of any kind including but not limited to caving and potholing
- weightlifting.

- ii. football where:
  - your football team(s) is (are) participating in a league system (including official training and practice sessions)
  - **you** manage, control or organise a football league system.
- water activities (other than swimming, snorkelling, surfing, windsurfing or the use of non-mechanically propelled watercraft not exceeding nine metres in length whilst operated on inland waterways only or within three miles of the coast provided they are not used in any white water activity).
- b) Liability arising from any activity that involves the use of
  - airborne lanterns
  - bicycles other than for normal road use
  - cables or wires
  - elastic ropes
  - fireworks or explosive items except to the extent covered under the FIREWORK DISPLAY EXTENSION shown on the schedule (endorsement
  - land, kite or fly boards of any kind
  - land, sand or ice yachts of any kind
  - motorised fairground rides
  - roller blades

- sandboards
- skates
- skateboards
- skis
- sleds
- snowboards
- snow tubes of any kind
- toboggans
- water based play inflatables
- weaponry.
- c) Liability arising from any activity that involves the ownership, possession or use by you or on your behalf, or by any person entitled to cover under this section, of any:
  - motor car, van, lorry, motor unit of an articulated lorry, coach, bus, mini-bus, quad bike, go-kart, motorcycle, motor tricycle, motor scooter or moped
  - trailer used for carrying people (whether fare paying or not)

for which compulsory motor insurance or security is not required.

### 2. PROFESSIONAL SUPPLIERS CONTINGENCY EXTENSION (PUBLIC AND PRODUCTS LIABILITY)

Section 1, subject to its terms, exceptions and conditions, extends to cover the following specified activities whilst under the overall control of any professional supplier subject to the special requirement for Insurance Checks for Professional Suppliers of Activities:

- abseiling
- aerial runways
- air rifle shooting
- archery
- assault courses BMX riding
- clay pigeon shooting
- climbing wall
- climbing with ropes

- dry slope skiing or boarding
- go-karting
- gymnastics
- horse, pony or donkey riding
- ice skating
- inflatable play equipment
- javelin throwing
- land, kite or fly surfing or boarding
- land, sand or ice yachting

- motorised fairground rides
- paint-balling
- roller blading
- roller skating
- rope courses
- skateboarding
- weightlifting
- zip wires
- zorbing.

Special requirement for Professional Suppliers Contingency Extension

You are required as a condition precedent to our liability:

### INSURANCE CHECKS FOR PROFESSIONAL SUPPLIERS OF ACTIVITIES under this extension to have either:

made a check of the public liability insurance held by the **professional supplier** of that activity to ensure that appropriate cover would be in force for the contracted activity

OI

- reasonable grounds to believe that:
  - a) the **professional supplier** is required to be licensed to operate by the local authority or other appropriate regulatory body, and
  - b) public liability insurance is required to be held for the contracted activity by the **professional supplier** in compliance of such licence to operate.

We will not pay any claim if you failed to comply with any special requirement for this extension and such failure caused, or worsened the liability.

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## Policy number BPP 2294989

## **ENDORSEMENTS**

432 POLICY CHANGES 2015 (INCLUDING INSURANCE ACT 2015 AMENDMENTS)

The following changes are made to **your** policy:

A. The introductory text to the policy document on page 3 is deleted and replaced by the following:

Thank you for insuring with Ansvar and we welcome you as a policyholder. We have been trading in the UK for more than 50 years with our roots firmly established as a socially responsible general insurer. Ansvar is a business division of Ecclesiastical Insurance Office plc.

Your policy wording, including the schedule, is the evidence of the legal contract for this insurance. You should read the policy and check your details in the schedule carefully. The schedule is normally reissued each time there is a change in the policy details or in the policy cover. Please contact your insurance advisor or us immediately if the policy or the schedule does not meet your insurance needs or contains any mistakes.

Should you at any time be dissatisfied with our service, please refer to our Complaints Procedure for full details.

Underwritten by Ecclesiastical Insurance Office plc

B. The introductory text to the actual policy wording on page 6 is deleted and replaced by the following:

FORM No. F.A. 47 (2014)

### **Special Event Connect Policy Wording**

This policy, its schedule, any endorsements and certificates are to be read together as one document. Words or phrases in **bold italics** have the particular meanings stated within the policy Definitions list.

**You** agree that the information provided to **us** for this insurance is, and will continue to be, a fair presentation of the risks **we** are accepting or may accept during the lifetime of the policy.

**We** will insure **you** as detailed in the policy's schedule, subject to the terms and conditions of the policy, during the **period of insurance** shown in the schedule, provided that **you** pay the premium and **we** accept the premium.

This policy shall be governed by and construed in accordance with the law of England and Wales unless **your** legally registered address is located in Scotland in which case the law of Scotland shall apply. If there is any dispute as to which law applies it shall be English law.

 $\emph{We}$  will communicate with  $\emph{you}$  in English at all times.

The policy includes:

- a) general exclusions and conditions. These apply to each and every section of the policy unless stated otherwise. The following general conditions are of particular importance and explain about:
  - Cancellation when **you** or **we** could cancel the policy
  - Misrepresentation what happens if you misrepresent the risk to us or fail to disclose information
  - Fraud the consequences of making a fraudulent *claim*
  - Alteration of risk what you must do if the risk changes and the consequences if you fail to tell us.
- b) special requirements. These are aimed at reducing the risk of loss, *damage* or liability. *We* will not pay a *claim* (unless *we* say otherwise) if *your* failure to keep to a special requirement causes or increases a loss.
- C. General Condition 1 CONDITIONS PRECEDENT TO LIABILITY on page 24 is deleted and is of no further effect.
- D. On pages 24 to 25 the General Conditions for 2 CANCELLATION AND COOLING-OFF, 8 FRAUD, 9 MISREPRESENTATION, MISDESCRIPTION OR NON-DISCLOSURE, and 11 ALTERATION OF RISK are deleted and replaced by the following:
- 2 COOLING-OFF AND CANCELLATION
- a) Your right to cancel in the cooling-off period

If at inception or renewal (for annual multi-event insurance only) of this policy and after receiving the full written documentation (either in paper or electronic format), including the schedule, **you** change **your** mind and no longer require the cover then **you** have up to 14 days (cooling-off period) from either the date **you** received the full documentation or the date the cover commenced, whichever is the later, to tell **us**, or **your** insurance advisor, in writing that **you** wish to cancel the policy. In such circumstances **we** will make a full refund of premium.

For single event insurance: The cooling-off period will terminate earlier at midnight on the day before **your** event is open to the public if this occurs before the 14 days cooling-off period has finished.

If the policy is not cancelled within the cooling-off period, then the insurance is in force and **you** are committed to pay the premium.

Continued...



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## Policy number BPP 2294989

## **ENDORSEMENTS**

432 POLICY CHANGES 2015 (INCLUDING INSURANCE ACT 2015 AMENDMENTS)

Continued...

- b) Your right to cancel after the cooling-off period
  - **You** can cancel this policy providing **you** give **us** notice in writing (including electronic format).
  - For single event insurance, no refund of premium will be made.
  - For annual multi-event insurance:
    - as long as **you** have not made a **claim we** will refund the premium for the remainder of the **period of insurance**, suitably adjusted if the premium is paid by instalments and provided that the amount of refund due is not less than £10.
    - if you have made a claim in the current period of insurance then the full annual premium is due and no refund will be allowed. If the premium is paid by instalments then any premium owing for the remainder of the period of insurance must be paid by you or it will be deducted from any claim settlement.
- c) Our right to cancel (14 days notice)

**We** have the right to cancel the policy by giving **you** 14 days notice in writing sent by special delivery to **your** last known address. Valid reasons for cancelling **your** policy may include, but are not limited to:

- a criminal conviction incurred by you, or any trustee of yours, which results in a custodial sentence
- continuation of the policy which would result in us breaching any applicable law or regulation that applies to the policy
- **us** reasonably suspecting fraud.

If **we** cancel the policy **we** will refund the premium (unless stated otherwise within the policy) for the remainder of the **period of insurance**, suitably adjusted if the premium is paid by instalments.

d) **Our** right to cancel (non-payment of premium)

Unless otherwise agreed by **us** in writing, if the premium is:

- payable by instalments and an instalment is not received by the due date, the policy will be cancelled from the date the instalment was due
- not payable by instalments and the payment is not received by the due date, the policy will be cancelled from the date the payment was due.

**We** will not cancel the policy for failure to pay the premium or instalment of premium if such failure is due to error on **our** part or on the part of **your** insurance advisor, bank or building society.

### 8 FRAUD

If **you** or anyone acting for **you**:

- make(s) a false or fraudulent claim
- support(s) a *claim* by any fraudulent document, device or statement

### then **we**:

- will not pay the claim and we have the right to recover from you any part payments made prior to discovery of the fraudulent act
- · have the rights to:
  - a) refuse any *claim* arising after a fraudulent act
  - b) cancel the policy from the date of a fraudulent act even if the policy expired before the discovery of the fraudulent act
  - c) keep the premium.

We will still remain responsible for legitimate claims before the fraudulent act.

# 9 MISREPRESENTATION OR NON-DISCLOSURE

It is **your** legal duty to make a fair presentation of the information required by **us** to provide the insurance by this policy.

**We** will treat the policy as void (i.e. as if it had not existed) if there is any deliberate or reckless misrepresentation or non-disclosure of any material circumstance and there will be no return of premium.

Where any misrepresentation or non-disclosure of any material circumstance is not deliberate or reckless and if the material particular(s) had been fairly presented or disclosed **we** would:

- a) not have agreed to provide the insurance on any terms, **we** have the right to treat the policy as void (i.e. as if it had not existed) and **we** will return the premium paid.
- b) not have charged additional premium but would have entered into the policy on different terms, **we** have the right to impose those additional terms from inception of the policy or the date the risk changed.
- c) have charged a higher premium, **we** have the right to limit the amount of any **claim** payment under the policy to the same proportion that the premium charged bears to the higher premium.

**Our** rights under b) and c) above may both apply at the same time.

Continued...



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## **ENDORSEMENTS**

432 POLICY CHANGES 2015 (INCLUDING INSURANCE ACT 2015 AMENDMENTS)

Continued...

### 11 ALTERATION OF RISK

The policy will be cancelled at the date any of the undermentioned alterations occur after the start of the policy unless we agree otherwise in writing:

- your interest ceases, except by will or operation of law
- an administrator, liquidator or receiver is appointed or if **you** enter into a voluntary arrangement
- any change, or additional circumstance, which increases the risk of **damage**, accident or liability, such as changes in the **event**, the **venue** or its use. If **we** agree to maintain or amend cover **we** have the right to charge additional premium and, if necessary, amend the terms of cover from the date of the alteration.
- E. The following General Condition is added (this was previously part of the introductory text to the actual policy wording on page 6):

### 13 RIGHTS OF THIRD PARTIES

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

F. For section 6 (Personal Accident) the first sentence under the heading of LIMITS within Claims settlement for Personal Accident is deleted and replaced by the following:

We will pay the amount of benefit as shown in the schedule to you or at your request to the injured person or their legal personal representative.



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## Policy number BPP 2294989

## **ENDORSEMENTS**

453 COSTS IN ADDITION AND CONTRACTUAL LIABILITY AMENDMENTS

The following changes are made to section 1 (Public and Products Liability):

- A. Any payment for **costs and expenses** under this section, including any of its extensions, is now in addition to the limits stated in the policy wording or the schedule, other than in respect of any:
  - a) claim:
    - i. which is brought within the legal jurisdiction of the United States of America or Canada
    - ii. under extension 10 Data Protection Act
    - in which circumstances the *costs and expenses* is included within the indemnity limit, or extension limit, to which the *claim* applies
  - b) extension that only covers *costs and expenses*, in which circumstances the extension limit will apply.
- B. The Claims settlement for Public and Products Liability is deleted and restated as follows:

Claims settlement for Public and Products Liability LIMITS

The most we will pay:

- a) under this section, including any extension to this section not stated in b) below:
  - i. for damages in respect of:
    - all *claims* in any one *period of insurance* caused by *products* or arising from pollution or contamination
    - any claim for liability other than relating to a claim brought within the legal jurisdiction of the United States of America or Canada, products, pollution or contamination
  - ii. for damages and costs and expenses in respect of any claim brought within the legal jurisdiction of the United States of America or Canada

is the indemnity limit shown in the schedule, or any limitation stated within an extension, whichever is less.

Costs and expenses will be paid in addition to the indemnity limit unless we have stated otherwise.

- b) under any extension to this section which relates to **costs and expenses** only, including Court Attendance Expenses, is the limit stated in the extension which is in addition to the indemnity limit stated in a) above.
- c) for damages in respect of any *claim* under the Cross Liabilities extension in total to all parties is the indemnity limit shown in the schedule, or any limitation stated within an extension, whichever is less.
- C. Exclusion 4 relating to liability arising from an agreement is deleted and replaced by the following:
  - 4. Liability arising from an agreement in respect of products or contract work executed by you unless liability would have existed without the agreement.
- D. The following exclusion is added to extension 9 Second-hand Goods (Products Liability):
  - 3. Liability arising from an agreement unless liability would have existed without the agreement.

Date of issue 6/09/17

## SPECIAL EVENT CONNECT STATEMENT OF FACTS

Ansvar Insurance, Ansvar House, St Leonards Road, Eastbourne, East Sussex, BN21 3UR Phone: 0345 60 20 999 or 01323 737541 Email: ansvar.insurance@ansvar.co.uk Website: www.ansvar.co.uk

Policy number: BPP 2294989 Effective from: 20/09/17

Client ('you/your'): **CFTTB of 10 Days of Prayer** 

### THE CONTRACT OF INSURANCE

- This Statement of Facts must be read in conjunction with the schedule and forms part of your contract of insurance with Ansvar Insurance (we/us/our).
- You must make sure that the information provided to us for this policy is, and will continue to be, accurate and not misleading and is a fair presentation of the risks we are accepting. If any of the information you provide is not accurate or is misleading then we may reduce the amount we pay for any claim, or in some cases, make no payment at all, cancel your policy and retain the premium.
- You must carefully check all policy documentation and certificates. If there are any inaccuracies or they are not up to date, then you must tell your insurance advisor or us immediately.
- Any policy issued will be governed by the law of England unless your legally registered address is located in Scotland in which case the law of Scotland will apply. If there is any dispute as to which law applies it shall be English law.
- We will communicate with you in English at all times.
- Your insurance advisor will be regarded as your agent acting on your behalf, and not on behalf of us, in respect of any information that has been provided by them.
- Our policy cover is underwritten by Ecclesiastical Insurance Office plc.

### **DATA PROTECTION ACT - use of your information**

Ansvar Insurance and its agents will use your information for the following purposes:

- 1) To administer your insurance policy by us, our agents, re-insurers and your insurance advisor.
- 2) Disclose it to solicitors, loss adjusters, service providers, regulators and ombudsmen as necessary.
- 3) Make, at our option, checks against publicly available information such as electoral roll, County Court Judgements, bankruptcy or repossessions to enable us to decide whether to offer insurance to you, the terms of such insurance, and to review any previous claims you have made.
- 4) Keep you informed by post, telephone, email, text messaging or other electronic means about insurance and financial products and services which may be of interest to you. Your information may also be disclosed and used for these purposes after your policy has lapsed. By providing us with your contact details, you consent to being contacted for these purposes **unless** you indicate an objection to receiving such information by contacting us either by email at ansvar.marketing@ansvar.co.uk or write to us at Ansvar Insurance, Ansvar House, St Leonards Road, Eastbourne, East Sussex, BN21 3UR or telephone us on 0345 60 20 999 to have your details removed from our marketing lists.

### Fraud prevention

We may check your details with various fraud prevention and credit reference agencies. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. If you make a claim, we will share your information (where necessary) with other companies to prevent fraudulent claims. If you or anyone acting for you makes a false or fraudulent claim, supports a claim by any fraudulent document, device or statement, then we will not pay the claim and at our discretion can cancel the policy from the time of the fraudulent act took place and retain the premium.

Further details are available in our privacy policy on our website www.ansvar.co.uk.

We may need to pass the email addresses we collect to other companies for administrative purposes only. We may use third parties to carry out certain activities, such as processing and sorting data, monitoring how you use our website, market research purposes and issuing our emails for us. Third parties will not be allowed to use your personal information for their own purposes.

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Policy number: BPP 2294989 Effective from: 20/09/17

Client ('you/your'): CFTTB of 10 Days of Prayer

Please check that the following details we have for you are correct.

If any information is missing or incorrect then please advise your insurance advisor or us and we will issue a revised statement of facts and if applicable update any terms.

### **ORGANISATION DETAILS**

- 1) Your:
  - a) organisation is a Not-for-profit company/organisation
  - b) Charity registered number is
- 2) You confirm that your event:
  - a) will take place in the United Kingdom,
  - b) does not exceed more than 27 consecutive days in length including setting up and dismantling, and
  - c) has a daily attendance not exceeding **350** persons
- 3) You confirm that you do not have any assets, employees or representation outside of England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man requiring cover under this policy.
- 4) You confirm that you comply with all statutory regulations, including those related to health and safety, product safety and environmental issues.
- 5) You confirm that you or any director, partner, trustee or committee member, either as private individuals or in connection with any business or organisation, have not been:
  - a) convicted of a criminal offence (any convictions spent under the Rehabilitation of Offenders Act 1974 can be ignored), other than motoring offences
  - b) the subject of any unsatisfied County Court Judgement, Sheriff Court Decree, bankruptcy, insolvency or voluntary agreement, or been disqualified from holding a company directorship
  - c) the subject of a prosecution, or notice of intended prosecution, under any health and safety at work, consumer protection or environmental legislation or investigation in the last three years by the Charity Commission, Revenue & Customs or any other regulatory body
- 6) You confirm that you:
  - a) have not had any insurance contract cancelled or declared void, or renewal refused, or any special conditions imposed, due to:
    - i) breach of a policy condition
    - ii) non-disclosure or misrepresentation of a material fact
    - iii) claims or losses
    - iv) non-compliance with risk improvement requirements
  - b) are not aware of any circumstances that might give rise to a claim
  - c) have not had any claim(s) or uninsured loss(es) or incurred any liability, for any of the risks to be insured, within the last three years other than those stated under the relevant 'Event location'.

## **SPECIAL EVENT CONNECT STATEMENT OF FACTS**

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Client ('you/your'): CFTTB of 10 Days of Prayer

### **COVER DETAILS**

The following statements numbered 7 to 9 inclusive are only applicable if the appropriate section of cover is shown as operative on your schedule.

- 7) For liability cover, you confirm that:
  - a) all hazardous activities, sports or pursuits (including fund-raising events) have been disclosed to us and specified in the policy wording and schedule or by endorsement or otherwise agreed by us in writing
  - b) you always ensure that established codes of practice and safety are complied with for such activities or work
  - c) none of your activities involve any work on ships, offshore installations or at oil or gas refineries, chemical works or airports
  - d) any sub-contractor working for you must have in force their own liability insurance which provides cover for their sub-contract activities.
- 8) For products liability cover, you confirm that you have not or do not sell or supply:
  - a) products incorporated into any aircraft, spacecraft, watercraft or mechanically propelled vehicles
  - b) products incorporated into any gas, chemical, petrochemical or power generation plant
  - c) medical, surgical, dental, pharmaceutical or therapeutic products
  - d) or export products to the United States of America or Canada.
- 9) For cancellation expenses, you confirm that you have no existing knowledge of any circumstances that could cause the event to be cancelled.

### DETAILS OF ANY AMENDMENTS TO THE ABOVE STATEMENT OF FACTS DECLARED TO US

None

Event location: Forbury Gardens Reading RG1 5RF

Claims details: None