

University events – Guidance Note

This guidance note is intended to explain and simplify the key points that require consideration and includes details on the insurance cover that is automatically in place for events arranged and managed by the University of Sheffield (UoS). It also details any additional cover requirements that need to be carefully considered.

Hired in property & equipment

- The UoS has automatic cover in place for any temporarily hired/loaned in property & equipment for which we are responsible for up to a maximum value of £250,000 any one event without additional cost.
- If the value of the hired/loaned property or equipment is less than £150,000 then there is no need to inform the insurance section.
- If the total value of equipment is more than £150,000 please notify the insurance section with full details/values and the dates of the hire/loan in order for us to keep records for insurers.
- If the total value of equipment is more than £250,000 please notify the insurance section with full details/values and the dates of the hire/loan in order for us to notify insurers and arrange additional cover. Any additional premium will be charged to the department arranging.
- There is a £5,000 policy excess applicable to each and every claim.

Hired in plant

- The UoS does not have hired in plant insurance. If you are hiring in plant (e.g. fork lift trucks) you will need to take out the hirer's insurance policy.

If there are any problems with this please contact the insurance section for advice as insurers may be able to provide cover for a cost.

Employers Liability

- Where any contractor/supplier engaged with the event is providing their own staff to work at the event, checks should be made that they hold Employers Liability Insurance. This is for University organised contractors and suppliers not already associated with the venue.
- A copy of the contractor/suppliers certificate should be retained by you.

Public Liability

- The UoS has public liability insurance in place automatically for events that are risk assessed and organised by UoS. This will provide cover for injury to persons (other than employees as this is covered under Employers Liability insurance) and damage to property belonging to other persons that the UoS is held negligent for.

Live Acts/Performers – Public Liability/Property/Equipment Insurance

- Our insurers **may** extend the UoS public liability insurance to include cover for all student/amateur acts/performers of the event without cost. It must first be checked if the acts/performers have their own insurance in place.
- Our insurers **will not** extend the UoS public liability insurance to include cover for Acts/Performers that are considered 'professional', i.e. 'those that make a substantial income or living out of it'. As a guide, insurers would generally consider Acts/Performers that have professional representation or agents, websites etc. to be 'professional'.

If you are in any doubt please refer to the insurance section.

Where 'professional' Acts/Performers are to perform we would expect that these have their own public liability insurance in place with a minimum £5m limit of indemnity.

It would be a good idea that documentary checks are carried out and copies retained.

We would also expect them to hold insurance covering their own property/equipment for loss or damage whilst at the event.

'High Risk' Activities

- Where any 'high risk' activities are taking place, cover will not normally be excluded, however insurers will require notification to include details of the activity and confirmation that;
 - All necessary Risk Assessments have been carried out
 - Any third party contractor responsible for safety/security has their own insurance in place.
- Examples of 'High Risk' activities that may form part of any event include, but are not limited to;
 - Outdoor Firework Displays
 - Bouncy Castles
 - Any event involving significant height
 - Any event where Fire/Heat, Knives/Blades or Swimming Pools are being used
 - High profile/controversial visitors

If in any doubt please contact the insurance section for advice.

Event cancellation insurance

- Please note we do not have this insurance cover in place.

Contract wording

Some of the contractors that provide services may ask for you to sign a contract with insurance related clauses.

As general advice we would expect that the contract wording reflects that;

- The contractor arranges their own Public and Employers Liability Insurance
- It is specifically stated whose responsibility the insurance of any property or equipment provided by them is, and if it is the UoS responsibility to insure it, **exactly when** it is to be insured' for example is it just to be insured whilst it is in our possession or also in transit to and from the event?
- The contractor must be responsible for any losses, injury or damage arising from their negligence or the negligence of their employees at the event
- Any indemnity given by the UoS should not extend beyond losses which solely arise from the negligence of the UoS, or its employees.
- Any contract clauses which 'hold harmless' the contractor, or asks for the UoS to agree to 'waive rights of subrogation or recourse' against the contractor are very unlikely to be acceptable and should always be avoided.

If in any doubt please contact the insurance section for review.