

Nightclub Operator – Public and Products Liability Insurance Application Form

Important Information

The information you provide in this document and through any other documentation, either directly or through your insurance broker, will be relied upon by the insurer to decide whether or not to accept your insurance as proposed and if so, on what terms.

Every question must be answered fully, truthfully and accurately. If space is insufficient for your answer, please use additional sheets, sign and date each one and attach them to this document.

If you do not understand or if you have any questions regarding any matter in this document, including these Important Information, please contact us or your insurance broker before signing the Declaration at the end of this document.

Unless we have confirmed in writing that temporary cover has been arranged, no insurance is in force until the risk proposed has been accepted in writing by us and you have paid or agreed to pay the premium.

Agent of Insurer

SURA Liability Pty Ltd ABN 34 125 318 247 (SURA Liability) has an authority from the insurer to arrange, enter into/bind and administer this insurance for the insurer. SURA Liability acts as an agent for the insurer and not for you.

In providing any financial services SURA Liability ABN 125 318 247 (SURA Liability) is a Corporate Authorised Representative (AR NO. 1255891) of SURA Pty Ltd ABN 36 115 672 350 AFSL 294 313.

Duty of Disclosure

Before the insured enters into an insurance contract, they have a duty to tell us of anything that they know, or could reasonably be expected to know, may affect our decision to insure them and on what terms. The insured has this duty until we agree to insure them.

The insured has the same duty before they renew, extend, vary, or reinstate an insurance contract. The insured does not need to tell us anything that:

- reduces the risk we insure them for;
- is of common knowledge;
- we know or should know as an insurer; or
- we waive the duty to tell us about.

If the insured does not tell us something

If the insured does not tell us anything they are required to, we may cancel the contract or reduce the amount we will pay you if you make a claim, or both.

If the failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Privacy

We are committed to protecting your privacy in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs), which will ensure the privacy and security of your personal information.

The information provided in this document and any other documents provided to us will be dealt with in accordance with our Privacy Policy. By executing this document, you consent to collection, use and disclosure of your personal information in accordance with our Privacy Policy. If you do not provide the personal information requested or consent to its use and disclosure in accordance with our Privacy Policy, your application for insurance may not be accepted, we may not be able to administer your services/products, or you may be in breach of your duty of disclosure.

Our Privacy Policy explains how we collect, use, disclose and handle your personal information including transfer overseas and provision to necessary third parties as well as your rights to access and correct your personal information and make a complaint for any breach of the APPs. A copy of our Privacy Policy is located on our website at www.sura.com.au.

Please access and read this policy. If you have any queries about how we handle your personal information or would prefer to have a copy of our Privacy Policy mailed to you, please ask us. If you wish to access your file, please ask SURA Liability.

1. The applicant

Insured

List all entities including subsidiary companies, to be included as the insured:

Postal address

State

Postcode

Tax status: Registered business?

☐ Yes ☐ No

ABN

Taxable

%

Website address

Number of employees

Full-time

Part-time

Note: Provision of your website does not alleviate you of your Duty of Disclosure.

Do you own the nightclub premises?

Yes No

If No, do you require the property owner to be included as a third party beneficiary on our Policy in regards to your leasing of the premises operated by you as a nightclub?

Yes No

If Yes, provide name of the property owner

What is the name of your nightclub:

Please advise address of your nightclub:

State

Postcode

2. Details of your business

State full details

3. Period of insurance and Limit of liability

Commences 4pm on

And ends 4pm on

Limit of liability

\$

Date your business was established

4. Your estimated annual payroll

Including directors, partners and principals

\$

Do you engage any contractors and/or sub-contractors?

☐

Yes

☐

No

If Yes, please advise

a) Nature of work performed

b) Estimated annual labour payments to such contractors and/or sub-contractors

\$

c) Do you identify the existence of liability insurance held by contractors and/or sub-contractors?

☐

Yes

☐

No

d) Are you always named as principal on the contractors and/or subcontractors liability policies?

☐

Yes

☐

No

Do you utilise any labour hire personnel?

☐

Yes

☐

No

If Yes, please advise

a) Nature of work performed

b) Estimated annual labour payments for such labour hire personnel

\$

Do you use internal labour hire?

☐

Yes

☐

No

Internal labour hire is where one insured on-hires employees and/or contractors to another insured.

5. Your estimated annual turnover

\$

Please split the estimated annual turnover by State: (ensure it adds up to 100%)

NSW	VIC	QLD	SA	NT	ACT	TAS	WA	Overseas
<input type="text"/> %	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %

* From 1 January 2018, small businesses will be exempt from paying NSW Stamp Duty on certain types of insurance. If eligible for the Stamp Duty exemption, please complete and return to us the attached NSW Small Business Stamp Duty Exemption Declaration.

6. Security at the nightclub (venue)

a) Are any of your employees licenced bouncers, doormen or crowd controllers **who are employed** to provide security services at your nightclub? (if "Yes", then this Application will be declined) ☐ Yes ☐ No

b) Is security contracted out to a third party security company? ☐ Yes ☐ No

If Yes, please provide

Name of the security company:

Estimated annual payments to the security company:

\$

Do you insist that the contracted security personnel wear body camera's whilst working at the venue? ☐ Yes ☐ No

Do you obtain proof of liability insurance held by the security company? ☐ Yes ☐ No

7. Have you entered into any contract or agreement under which you have assumed liability for which you would not otherwise be liable, or under which you have waived your legal rights of recovery (e.g. hold harmless agreements)?☐ Yes ☐ No

If Yes, please provide details and attach copies of the contract or agreement

8. What type of liquor licence do you have?

Provide your licence number

Has the relevant licensing authority imposed any specific conditions on the operation of the business?

☐

Yes

☐

No

If Yes, please provide details

Over the past 5 years have you been fined for breaches of your liquor licence?

☐

Yes

☐

No

If Yes, please provide details

9. What is the venue's licenced maximum capacity?**10. Do you have records of cleaning and inspection for any spillage on floor surfaces?**☐

Yes

☐

No

If Yes, please provide details

11. Do you have a policy to prevent drinks taken onto dance floors?☐

Yes

☐

No

If Yes, please provide details

12. During trading hours, is regular & routine inspections taken of the dance floor including toilets & how often?

13. How is the prevention of drinks policy enforced (reasonable serving of alcohol)?

14. Does the venue have any live entertainment?

☐ Yes ☐ No

If Yes, please specify full details including estimated number of times per year (e.g. duos/rock bands/jazz quartet, other please specify)

15. Is an entry fee charged (i.e, cover charge)?

☐ Yes ☐ No

If Yes, how many nights per week

16. What are the trading hours of the venue?

	Trading hours (opening to closing)	Licenced hours (opening to closing)
Monday	<input type="text"/>	<input type="text"/>
Tuesday	<input type="text"/>	<input type="text"/>
Wednesday	<input type="text"/>	<input type="text"/>
Thursday	<input type="text"/>	<input type="text"/>
Friday	<input type="text"/>	<input type="text"/>
Saturday	<input type="text"/>	<input type="text"/>
Sunday	<input type="text"/>	<input type="text"/>

17. Does the venue have video surveillance?☐ Yes ☐ No

If Yes, is this surveillance internal, external or both

☐ Internal ☐ External ☐ Both

Does this surveillance include the entry and exit points including car park (if part of the premises)?

☐ Yes ☐ No

Number of CCTV cameras?

Is the footage recorded?

☐ Yes ☐ No

If Yes, how long is it kept for?

18. Do you maintain an incident register?☐ Yes ☐ No**19. Type of glassware used?**Glass ☐ Yes ☐ NoPlastic ☐ Yes ☐ No**20. Do you have OH&S procedures in place?**☐ Yes ☐ No**21. Do staff receive formal training procedures prior to commencing work?**☐ Yes ☐ No**22. Are there emergency evacuation procedures documented and posted in the premises in clear sight for patrons to see?**☐ Yes ☐ No**23. Do you have a Risk and Management Plan (RAMP)?**☐ Yes ☐ No**24. Is the venue fully or partially sprinklered?**☐ Yes ☐ No

If Yes, please advise details

25. How many fire extinguishers and fire hoses are contained within the venue?

Fire extinguishers

Fire hoses

26. How many storeys does the venue have?**27. Does the venue have a car park, swimming pool, roof top bar, beer garden or outdoor balcony for use by patrons?**☐ Yes ☐ No

If Yes, please provide details

28. Are any fireworks, pyrotechnics or pyrotechnic devices allowed to be used?☐ Yes ☐ No**29. Insurance history**

a) Within the last seven years has any incident occurred or claim been made against you involving personal injury to any person not being your employee or damage to property of others?

☐ Yes ☐ No

If Yes, please provide details

Date of loss	Cause of claim/incident	Amount of claim
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>

b) Has any insurer ever declined, refused to renew, cancelled or imposed special terms or conditions to any application, renewal or policy held by you?

☐ Yes ☐ No

If Yes, please provide details

c) Has any director, owner or licensee been charged or convicted of a criminal offence?

☐ Yes☐ No

If Yes, please provide details

d) Is any director, owner or licensee a past or present member of an outlaw motorcycle club?

☐ Yes☐ No

e) Have any directors been a director of a company:

(i) that has appointed a receiver, external administrator or liquidator during the past 5 years?

☐ Yes☐ No

(ii) that has gone into liquidation during the past 5 years?

☐ Yes☐ No

If 'Yes', please advise:

(i) the name of each company and the insured's director(s) who were directors of such company:	(ii) the date of appointing a receiver, external administrator or liquidator for each company:	(iii) the date each company was liquidated if applicable:

Declaration and authorisation

This Declaration must be completed and signed by or on behalf of all parties making this Application.

I/We have read and understood the clauses detailed under the Important Information section (including the Duty of Disclosure) included in this Application.

I/We confirm that the answers and statements in this Application are correct and that no information has been withheld which may affect the decision to accept this Application or the terms and conditions of any insurance provided.

I/We understand that if this Application is accepted the insurance cover will be subject to the policy terms and conditions. I/We further acknowledge that the insurer, its agents and/or employees reserve the right to decline this Application.

I/We acknowledge that the personal information SURA Liability collects from me/us is collected for the purpose of processing this Application, fulfilling SURA Liability's obligations in providing services to me/us, for the development of products and services, and to allow SURA Liability and its related entities to market products and services. If I/we do not provide relevant information, I/we acknowledge that SURA Liability may be unable to process my/our Application.

I/We authorise SURA Liability to give to or obtain from other insurers and/or an insurance or credit reference bureau information from this Application (including sensitive information), information from other insurances held by me/us with SURA Liability, and claims information obtained through the course of the contract.

By signing this Application, I/we consent to SURA Liability collecting and using this information for these purposes. This is subject to my/our right to opt out of receiving various marketing materials at any time.

I/We understand that this insurance does not operate until SURA Liability issues the policy schedule (except for any cover provided under an interim contract of insurance).

SIGNATURE

(This Application is to be signed by a principal, partner or director of the proposed insured)

POSITION

FULL NAME

DATE