

Lumiere Insurance Contract reference

5. Insurance

5.1 Artichoke shall at its own expense take out and maintain all necessary insurances in respect of Artichoke's liabilities pursuant to this Agreement with a reputable insurer or insurers including:

5.1.1. public liability insurance in respect of death or personal injury or damage to any property arising out of or in connection with the Festival and caused or contributed to by any act, omission or negligence of Artichoke, its employees, agents or sub-contractors, at a level no less than £5 million for any one claim and no limit in the aggregate in the period of insurance; and

5.1.2. employer's liability insurance applicable to Artichoke and any of its employees, agents and sub-contractors at a level of no less than £10 million per single claim.

5.2. DCC shall self insure in respect of its liabilities pursuant to this Agreement in respect of death or personal injury or damage to any property arising out of or in connection with the Festival and caused by any act, omission or negligence of DCC, its employees, agents or sub-contractors (other than Artichoke);

5.3. Each party shall procure that copies of each of the policies of insurance referred to in this Clause 5 shall by 31 October 2011 be produced to the other party together with evidence of payment of the premiums where applicable and each party hereby warrants and represents to the other party that it shall not do anything or suffer anything to be done that would be likely to invalidate or otherwise affect any insurance policy taken out pursuant to this Agreement or which may increase the premiums payable thereunder or may imperil the renewal of such insurance.