



St Mary's School CAMBRIDGE

Appendix to Schedule of Fees relating to Clause 15 (c) of the Parent Contract January 2018.

Clause 15 (c) will apply in the event that the School is wholly unable to perform its obligations under the parent contract for one or more of the following reasons:

1. Property damage caused by a fortuitous, external peril. This does not include damage caused by:

- (a) Changes in the water table level if solely attributable to such changes;
- (b) Atmospheric and climatic conditions other than storm or flood;
- (c) Confiscation, destruction or requisition by order of the government or any public authority;
- (d) Pollution or contamination unless caused by: fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, storm, flood, escape of water from any tank apparatus or pipe or impact with a road vehicle; or
- (e) Bursting of a boiler, economizer, vessel, machine or apparatus in which internal pressure is due to steam only.[2]

2. Prevention of access to the premises caused by:

- (a) Damage to neighbouring property;
- (b) Any action of Government, Police or Local Authority due to an emergency which could endanger human life or neighbouring property; or
- (c) Unlawful occupation of the premises by third parties other than in the course of a dispute between the School as employer and any employee or group of employees.
- (d) Save that Clause 15(c) will not apply if the School is closed due to the order or advice of a competent Local Authority as a result of an occurrence of an infectious disease (or the discovery of an organism resulting in or likely to result in the occurrence of an infectious disease), food poisoning, defective drains or other sanitary arrangements or vermin or pests except as set out in paragraph 3 below.

(e) Specified disease[3], murder, food poisoning, defective sanitation or vermin, namely:

- (f) Any occurrence of a specified disease at the premises or within a radius of 25 miles of the premises;
- (g) Any discovery of an organism at the premises resulting in or likely to result in the occurrence of a specified disease;
- (h) Any injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided at the premises;
 - (i) Any accident causing defects in drains or other sanitary arrangements at the premises;
 - (j) Any discovery of vermin or pests at the premises which prevents use of the premises on the order or advice of the competent local authority; or
 - (k) Murder, rape or suicide at the premises.

3. Interruption to electricity, gas or water supplies caused by damage at any:

- (a) Electricity generating station or sub-station;
- (b) Land-based premises of the School's gas supply undertaking or linked natural gas producer; or
- (c) Water works or water pumping station;
- (d) Interruption to electricity, gas or water supplies caused by failure of supply at the terminal ends of the supply undertaking's feeder at the premises from any cause other than deliberate act of the supply undertaking in withholding or restricting supply.

[1] The test for materiality is very wide: it extends to any fact which would influence the judgment of a reasonably prudent underwriter in deciding whether to accept the risk and, if so, on what terms

[2] Section 1 is we believe an appropriate simplification of the scope of property damage insurance cover.

[3] **Specified disease means:** Acute encephalitis; Acute poliomyelitis; Anthrax; Cholera; Diphtheria; Dysentery; Legionellosis; Legionnaires' disease; Leprosy; Leptospirosis; Malaria; Measles; Meningitis; Meningococcal; septicaemia (without meningitis); Mumps; Ophthalmia neonatorum; Paratyphoid fever; Plague; Rabies; Relapsing fever; Rubella; Scarlet fever; Smallpox; Tetanus; Tuberculosis' Typhoid fever; Typhus fever; Viral haemorrhagic fever; Viral hepatitis; Whooping cough; Yellow fever.