

Standard terms and conditions for public events

In this document "We", "Our", "Us" refers to St John Ambulance and "You", "Your" refers to the party contracting with St John Ambulance. During the continuance of the Agreement into which this document is incorporated (the "Agreement"), We shall supply our services and You shall purchase the same subject to these Terms and Conditions. Definitions in the Agreement shall also apply in this document. In the event of any conflict between this document and other terms of the Agreement, those other terms of the Agreement shall take precedence

1. Orders/ Acceptance to cover Public Events

- 1.1 All orders for us to provide services at your event ("the Event") must be placed by you using our "Event Information Form" or the online booking system.
- 1.2 We are a voluntary organisation and a registered charity and do not receive Government funding for providing first aid cover. We cannot therefore guarantee that any particular request for Us to provide services will be accepted.
- 1.3 The issue by us of a quotation is not a binding offer. Contractual liability will only be accepted once the level of first aid resources we are commissioned to provide is confirmed by us in writing, having received a copy of the signed quotation from yourselves.

2. Cover

- 2.1 Our charges are as set out in the quotation letter which forms part of these Terms and Conditions. All charges are subject to VAT. Terms of payment are 30 days from the date of our invoice, and late payments will incur interest at 3% above Barclays Bank Base Rate.
- 2.2 For events where the duration is greater than 5 hours, time must be allowed for Our personnel to take breaks.
- 2.3 Regardless of the duration of the event, the finish time specified on the booking form shall be considered as the finish time for the event. Any overrun must be discussed with the St. John Duty/Event Manager as soon as possible to discuss whether the personnel are able to remain onsite. The decision to remain must be at the discretion of the St. John Duty/Event Manager – if the finish time exceeds that of the stated time on the booking form, excess charges may be applied.
- 2.4 If you wish to cancel your request for our attendance at your event, or change the date or time of the event without 7 days prior written notice to our County/District Headquarters, then a Cancellation Charge not exceeding 50% of the quotation may apply.

3. Your Responsibilities

- 3.1 As the Organiser of the Event You retain full responsibility for ensuring that a satisfactory Risk Assessment has been carried out for the Event.
- 3.2 You must ensure that the Event is properly policed, so that Our personnel do not find themselves in threatening situations.
- 3.3 You must ensure that an area for the treatment of patients is clearly defined. A dry, covered, clean area must be provided either by You or by Us (at Your cost).
- 3.4 Free and clear access and egress to and from the site of the event for our personnel and vehicles must be ensured.
- 3.5 You must ensure that all additional medical personnel at the Event are made known to Our personnel, before the commencement of the Event.
- 3.6 It may be necessary to interrupt events for emergency treatment to take place. Our Duty/Event Manager will consult fully with You to explain the rationale for and negotiate a suspension of the Event should this situation arise.
- 3.7 Your Event staff should be made aware of where the first aid post, personnel and / or ambulances are located, to assist any requests from participants or spectators.
- 3.8 Should the Event be of such a size that You are using, maps, plans and or radio equipment, Our personnel should be provided with them. It is Your responsibility to ensure an appropriate system/route of communication is made known to Us.
- 3.9 You are responsible for ensuring that all necessary licenses to operate the Event have been obtained and for compliance with all conditions associated with such licences and in respect of all relevant legislation, regulations or similar. Failure to comply with the requirements of this clause may be treated by Us as a fundamental breach of this Agreement, in which case We shall be entitled to immediately terminate our services.

4. Our responsibilities (and limitations to the same)

- 4.1 We will provide first aid services at the Event in a manner commensurate with good practice in first aid delivery. The first aid services will be provided subject to the following limitations and the first aid services should not be viewed as a substitute for the need for registered doctors, nurses or paramedics at the Event.
- 4.2 Our own Risk Assessment may be undertaken for our own purposes. Such Risk Assessment will not negate the need for you to conduct an event risk assessment as per 3.1 above.
- 4.3 Our St. John Duty Manager at the Event shall conduct the deployment of Our personnel. They are responsible for the health and safety of Our personnel and have a legal obligation under the Health and Safety at Work Act.
- 4.4 In the unlikely event of a Major Incident occurring elsewhere within the region we may be requested, by the Statutory Authorities, to detach resources from your Event. Before doing so Our Duty Officer/Event Manager will advise fully and Consult with You. In such circumstances no charges will be made to you for any provision We have provided at Your event. We cannot accept liability for any losses incurred due to the termination of the event in such circumstances.
- 4.5 In the unlikely event of a life-threatening situation occurring in the vicinity of Your Event, it is possible that an ambulance at your Event may be requested to respond. Should this occur We will advise fully and Consult with You. We cannot accept liability for any losses you may incur due to the termination of the event in such circumstances.
- 4.6 In the unlikely event that insufficient personnel are available for an accepted event, every effort shall be made to locate resources from elsewhere, as appropriate to the nature of the event. In the highly unlikely event that adequate resources still remain unavailable, We will endeavour to assist You with alternative options and solutions to ensure the continuance of the Event but we reserve the right to renegotiate the terms of the agreement with the named contact person not less than 24 hours prior to the commencement of the event. If the named contact person cannot be reached, all reasonable effort shall be made to inform You in some other manner. It is the responsibility of the person booking Our resources to ensure an appropriate system/route of communication is made known to Us. However we cannot accept liability for any losses incurred due to the cancellation or reduction of the event cover in such circumstances.

4.7 In view of the circumstances specified in this Clause 4 you are advised to arrange appropriate "Event Cancellation Insurance". Subject to Clause 4.10 below, We will not accept liability for any loss which you may incur which could have been covered by such insurance.

4.8 Neither We nor Our personnel shall be liable under any circumstances, for any damage to land or property in the event of access being required to a casualty or to allow egress from a site.

4.9 Subject to Clause 4.10 below, neither We nor Our personnel shall have any responsibility to You or any third party, for any loss, expense or damage of any nature, suffered or occurred arising from any breach of any condition of the Agreement or any negligence or any breach of statutory or other duty or in any other way in connection with performance or purported performance of or failure to perform the Agreement.

4.10 Nothing in this Contract shall be taken to exclude liability for death or personal injury resulting from Our (or Our personnel's) negligence.

4.11 We shall not be responsible for any failure in performance of any of Our obligations under the Agreement caused by factors outside of Our control (including but not limited to fire, storm, flood etc.)

5. Information Provided to and by St. John Ambulance

5.1 If, in Our opinion, a suitable level of cover cannot be agreed, or Your Event appears to put Our personnel at unacceptable risk of injury or illness, We reserve the right not to proceed with Our services. However, it remains Your sole responsibility as the body organising the Event to ensure that the level of cover requested complies with all statutory regulations and requirements laid down by any governing body relating to such Event.

5.2 Acceptance of all events (and the fees quoted) for the provision of resources is made on the understanding that the details of the event submitted to us are accurate and correct. If we are notified of changes to these details, such as levels of resources, duration, time or location of event, we reserve the right to revise our fees, or to reconsider our acceptance of the event. If upon arrival at the event, Our Duty/Event Manager considers the event to be of a size and volume greater than that originally advised or of a higher risk than stated on the booking form or subsequent correspondence, we reserve the right to withdraw from the event. In such circumstances all reasonable effort shall be made to advise the contact name on the booking form of the reasons for withdrawal. Should it be necessary at this stage to withdraw from the event, full charges will apply for the resources provided, and we accept no liability for any financial loss you may incur due to the termination of the event in such circumstances.

5.3 With regard to details of persons treated by St. John Ambulance personnel, personal information will only be provided upon a request by legal representatives and/or by written consent of the individual concerned, subject at all times to the Data Protection Act 1998. General statistics will be provided to you on request, when an administrative charge may be made for the delivery of the information.

6. Complaints

6.1 Any complaints or disagreements regarding Our services or Our personnel should be taken up with the St John Duty Manager at the event. If the issue cannot be resolved, all complaints must be made in writing to the Chief Executive of the County/District Office who will respond within 14 days of receipt of the complaint.

7. General

7.1 Each party will ensure that all confidential information received about the other, remains confidential subject to any disclosure required by law (when full consultation will take place between the parties prior to disclosure).

7.2 If You are subject to the Freedom of Information Act 2000, then You agree that before disclosing any information about Us, You will consult with Us in order to consider if any exemption to disclosure may be applied.

7.3 Each party confirms that it owns or has all necessary rights in the use of all intellectual property in relation to the services which are the subject of the Agreement (and the related catalogues/literature) and each acknowledges that such intellectual property shall remain the property of, or the rights in the use of shall remain with the originating party, unless otherwise agreed in writing between the authorised representatives of each party.

7.4 If any clause or part of this Contract is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from this Agreement and will be ineffective, without, as far as is possible, modifying any other clause or part of this Contract and this will not affect any other provisions of this Contract which will remain in full force and effect.

7.5 The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

7.6 No failure or delay by either party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or of some other right, power or remedy.

7.7 The Agreement may only be varied or amended in writing and signed by the parties specifically referring to this clause and stating that the Agreement is varied in the manner specified.

7.8 The Agreement into which these terms and conditions are incorporated contain all the terms which the parties have agreed in relation to the subject matter of this Agreement. Nothing in this Clause shall be taken to exclude liability for fraudulent misrepresentation.

7.9 Nothing in the Agreement or any arrangement contemplated by it shall constitute either party a partner of the other nor shall the execution, completion and implementation of the Agreement confer on any party any power to bind or impose any obligations to any third parties on the other party or to pledge the credit of the other party.

8. English Law and jurisdiction of English Courts

8.1 The Agreement shall be governed by English Law and the parties consent to the exclusive jurisdiction of the English Courts.