

## Event Medical Cover Terms and Conditions

Beyond First Aid is the trading name of Steve Blethyn and was established for the purpose of administering First Aid in situations, which by their nature and / or location may require immediate action. Both healthcare professionals and non-healthcare professionals are trained to deliver such treatment on behalf of Beyond First Aid.

### Definitions

In this agreement, the following words will have the following definitions ascribed to them:

#### Client shall mean:

- [Client].

#### Consultant shall mean:

- Steve Blethyn, trading as Beyond First Aid.

#### Event shall mean:

- [event name and location]

#### Fee shall mean:

- The amount stated in the quotation for this agreement as consideration for provision of the Services.

#### First Aid shall mean:

- The initial response to a sudden illness, condition or injury, or exacerbation of an existing illness, restricted to the aim of either alleviating it immediately through simple procedures and/or preventing worsening until professional medical help is available.
- This may include simple non-invasive physiological monitoring techniques carried out as part of the overall first aid care and be provided by lay people or healthcare professionals, but in all cases acting within the competencies covered by a defined programme of first aid training.
- In the case of healthcare professionals, they will not rely upon broader knowledge and skills developed through professional training but will use only skills and knowledge that are to be reasonably expected of a person having received recognised training in first aid.

Services shall have the meaning ascribed in the quotation.

The Consultant's service may involve healthcare professionals, but only where they are acting in their capacity as a First Aider. Consultant personnel will not prescribe, follow patient group directives, use specialist drug administration techniques, or use other specialist skills which reflect their professional training rather than their first aid training. Our service may involve simple procedures for assessment which do not require a recognised professional diagnostic qualification and which are limited in their purpose to assessing the need for onward referral for treatment. These would include, but are not limited to, non-invasive blood pressure measurement, pulse oximeter, use of a thermometer, sphygmomanometer or ophthalmoscope.

These terms set out our agreement to provide First Aid services at the Event to the Client, to take place on the dates and times ('the Duration'), and at the locations detailed in the Consultant's quotation to the Client.

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## **1. Consultant's Obligations**

1.1 The Consultant will provide the Services for the Duration of the Event. The Consultant reserves the right to amend the Services or these terms and/or to terminate this agreement for the following reasons:

- Health and safety
- Circumstances beyond our reasonable control
- Any significant change to your Request for Cover, as outlined in the quotation.

1.2 In the event that the Consultant is not able to provide the Services due to injury or illness, he shall notify you as soon as is reasonably practicable and will not be liable for any costs incurred or losses sustained by the Client as a result of such cancellation.

1.3 The Consultant reserves the right to amend the Fee if the period that the Services are required and/or the time it takes to remove all Consultant equipment and personnel exceeds the Duration by 30 minutes or more, unless agreed otherwise with the Client, in advance. Any additional charges will be made at the Consultant's current rates as notified to the Client from time to time.

1.4 In the unlikely event of a life threatening emergency occurring in the vicinity of the Client's Event, any member of the Consultant's medical team may be required to respond and this will have no impact on the Fee payable for the provision of the Services (subject to reduced first aid provision remaining at the Event).

## **2. Client's Obligations**

2.1 As the organiser of the Event, the Client retains full responsibility for ensuring that a satisfactory risk assessment has been carried out for the Event.

2.2 The Client must ensure that the Event is properly policed, so that the Consultant or his personnel do not find themselves in threatening positions.

2.3 The Client must ensure that an area for the treatment of patients and protection of staff is clearly assigned. A dry, covered clean area will be provided by either the Client or the Consultant, as agreed in advance between the parties (if by the Consultant, by provision of his First Aid Treatment Tent). Drinking water must be made available for both patients and personnel by the Client.

2.4 If the Event is likely to exceed 5 hours, the Client must inform the Consultant as to whether or not it will be providing food for personnel, in advance.

2.5 The Client must ensure that the Consultant and his personnel have free and clear access and egress to and from the site of the Event and adequate parking for our vehicles. If parking is not available, the Consultant must be informed at the time of booking.

2.6 The Client must ensure that all additional medical personnel at the Event are made known to the Consultant and his personnel prior to the Event commencing.

2.7 The Client must adhere to any request to suspend the Event if warranted due to necessary treatments, at the sole discretion of the Consultant.

2.8 The Client's Event staff should be made aware of where the First Aid post and personnel are located, and should assist any participants or spectators in locating the Consultant and his personnel.

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2.9 Should the Event be of such a size that the Client is using maps, plans or radios, the Consultant and his personnel should also be provided with these. It is the Client's responsibility to ensure that an appropriate system / route of communication is made known to the Consultant prior to the commencement of the Event.

2.10 The Client is responsible for ensuring that all the necessary licenses to operate the Event have been obtained and for compliance with all conditions associated with such licenses and in respect of all relevant legislation, regulations or similar. Failure to comply with the requirements of this clause may be treated by the Consultant as a fundamental breach of this agreement, in which case he shall be entitled to immediately terminate the agreement without affecting his right to be paid the Fee (whether performed or not). Any delay by the Consultant in exercising this right shall not constitute a waiver of this right.

### **3. Payment, Cancellation & Termination**

3.1 The Fee, is payable by the Client by no later than 28 days after receipt of an invoice from the Consultant.

3.2 If the Client cancels the Event it will pay to the Consultant:

- 20% of the Fee if the Consultant is notified of the cancellation is between 7 and 28 days before the Event.
- 50% of the Fee if the Consultant is notified of the cancellation is between 2 and 6 days before the Event.
- The full Fee if the Consultant is notified of the cancellation is less than 48 hours before the Event.

### **4. Other Activities**

The Consultant may be engaged, employed or concerned in any other business, trade, profession or other activity which does not place him in a conflict of interest with the Client.

### **5. Data Protection**

The Consultant agrees to the Client holding and processing data relating to him for legal, administrative and management purposes and, in particular, to the processing of any "sensitive personal data" as defined in the Data Protection Act 1998 relating to him.

### **6. Insurance & Liability**

6.1 The Client is responsible for arranging appropriate "Event Cancellation Insurance". The Consultant will not accept any liability for any loss the Client incurs in relation to cancellation which could have been covered by such insurance.

6.2 Neither the Consultant nor its 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.

6.3 The Consultant shall not be liable for any failure in performance of any of his obligations under the agreement caused by factors outside of his control (including but not limited to fire, storm, flood, road accidents, traffic congestion, adverse weather etc.).

6.4 For the avoidance of doubt, the Consultant shall not be liable to the Client or any third party for any loss or damage caused by any failure on the Client's part to comply with its obligations at clause 2, above.

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6.5 Nothing in this contract shall be taken to exclude liability to any patient for death or personal injury resulting from the Consultant's (or any of his personnel's) negligence.

## **7. Status**

7.1 The Consultant shall be an independent contractor and nothing in this agreement shall render him an employee, worker, agent or partner of the Client and he shall not hold himself out as such.

7.2 The Consultant shall be fully responsible for all taxation arising as a result of the performance of the Services.

## **8. Third Party Rights**

No partnership between the parties shall arise under this agreement and the Contracts (Rights of Third Parties) Act 1999 shall not apply. No third party shall have any legal claim against the Consultant or any of its personnel arising out of the performance of this agreement.

## **9. Binding Contract**

Once a copy of this agreement has been signed by both parties and received by each of them, the agreement will, together with the accompanying letter / email of confirmation from the Consultant form a contract which is legally binding on both parties.

## **10. Entire Agreement**

The terms set out in this agreement supersede all prior representations, arrangements, understandings and agreements between us (whether written or oral) relating to the Services, and sets out the complete and exclusive agreement and understanding between us relating to the Services.

## **11. Jurisdiction**

This agreement shall be governed in all respects by the law of England and Wales and both parties hereby agree to submit to the exclusive jurisdiction of the Courts of England and Wales to settle any dispute or claim arising out of this agreement.

Signed on behalf of the Consultant:



Steve Blethyn

Date:

Signed on behalf of the Client:

Date: