



# **Terms and Conditions for Public Event Medical Cover**

**St John Ambulance Guernsey**

Date January 2022

Version 0.1





## Terms & Conditions

In these Terms and Conditions “we,” “our” and “us” refers to St John Ambulance Guernsey whose registered office is at St John Headquarters, Rohais, St Peter Port, Guernsey, GY1 1YN which consists of several charitable and trading entities. These entities consist of The Commandery of the Bailiwick of Guernsey of the Most Venerable Order of the Hospital of St John of Jerusalem under whose remit all St John Ambulance Guernsey charitable and trading entities sit including St John Guernsey LBG, registered as a charity in Guernsey (Registered Charity Number CH121) and The St John Ambulance & Rescue Service LBG (trading as St John Emergency Ambulance Service) also registered as a charity in Guernsey (Registered Charity Number CH227).

“You” and “your” refers to the party contracting with St John Ambulance Guernsey.

### 1. Requests / Acceptance to cover Public Events

- 1.1 All requests for us to provide services at an event (“the event”) must be placed by you using our online request form at <https://stjohn.gg/cover>  
You are required to supply full details about your event on the online booking form to enable us to adequately assess your event to provide the necessary cover.
- 1.2 Our services are provided by volunteers and professional ambulance clinicians and as such we rely on the availability of these volunteers and/or paid ambulance clinicians to provide cover at public events. Due to either being unavailable to provide Public Event cover we cannot guarantee that any request will be accepted.
- 1.3 The acceptance of a quotation from us is not a binding agreement and all offers to provide a service are done on a best endeavours basis for the reasons given in 1.2 above.

### 2. Charges

- 2.1 Our charges are set according to the level of medical cover required.
- 2.2 The charges are determined by the type of event as well as when it is being held (e.g. the day and time). A small charity event of short duration, requiring one or two volunteers may be asked for a simple donation, alternatively an event that requires professional ambulance personnel will have different rates for week day office hours, as opposed to events that take place during evenings, weekends or public holidays.
- 2.3 Once at the event, regardless of the duration, the finish time specified on the online booking shall be considered as the finish time of the event. If an event continues beyond the published time, we reserve the right to leave the event at the specified finish time due to the continued availability of our personnel in attendance.  
Any possible overrun must be discussed with our personnel at the event as soon as possible, this may be the senior clinician or the Event Manager, if one has been appointed. The decision to stay is at the discretion of our personnel providing the event cover. In all incidences where the finish



- time exceeds that of the stated time on the booking form and our personnel continue to provide cover, excess charges will be payable in accordance with the hourly rates as per our Public Event tariffs (Appendix 1)
- 2.4 If you wish to cancel our attendance at your event, you must give us written notice to be received by our Public Events Team as soon as possible prior to the event. Please refer to our cancellation policy (Appendix 2) for details of any charges that may be applied. Email notification is acceptable as written notice and should be sent to our Public Events email address [public.events@stjohn.gg](mailto:public.events@stjohn.gg). Alternatively, please call the public events line on 720088 in the first instance or the Joint Emergency Services Control Centre on 725211 (select option 9) only if the Public Events Line is not answered and the cancellation is for an event on the same day.
- 2.5 If You wish to change the date and/or times of your event, you must communicate these changes to us in writing (email acceptable) giving us as much notice as possible. We cannot guarantee to cover your event when we are already fully booked for the new date or time period but we will work with you to seek alternative arrangements should this happen.
- 2.6 Once we have agreed that we will provide cover for your event, we will provide you with a quote for our services. Once the event has been completed, you will receive an invoice from us for providing the event cover. Payment by bank transfer is preferred, details for which will be provided on the bottom of the invoice.  
Payment by cheque can be made using the details on the invoice.  
Payment may also be made online at <https://www.stjohn.gg/what-we-do/event-first-aid>  
We do not normally accept cash payments unless by prior agreement.
- 2.7 The terms of payment are 30 days from the date of invoice. We reserve the right to levy a charge on any overdue payments unless prior agreement has been made with respect to these charges.
- 2.8 If you owe us monies from outstanding invoice(s), we reserve the right to decline to cover any of your events until your account is settled with us.

### 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 and that the Risk Management Plan has been executed.
- 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. This may take the form of a suitable parking area for our personnel to park their vehicle(s) such as a First Aid Post or Ambulance(s) and/or, depending on the venue and type of event, a dry, covered, clean and private area must be provided either by you or by us (at your cost).
- 3.4 You must ensure that we have free and clear access and egress to and from the site of the event for our personnel and vehicles.
- 3.5 You must ensure that inclusion of any other medical personnel at the event is notified to us in advance of your event and that they are introduced to our personnel and/or our Event Manager on our arrival. Where more than one supplier is required, it is important for all the providers



- involved to be aware that they will be working alongside other organisations and agree, in writing, that this is acceptable. There will need to be very clear written roles and responsibilities, as well as which provider is covering which area and who is to be the senior medical officer (or similar title) for the event.
- 3.6 You must adhere to any reasonable request to stop the event while treatment of a casualty takes place if necessary.
- 3.7 Your event staff must be made aware of where the first aid post(s), personnel and/or ambulance(s) 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 cover at the event. This will not affect our right to be paid for our services (whether performed or not).
- 3.10 You must have in place public liability insurance cover in the insured sum of at least £10 million.

## 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 industry practice.
- 4.2 We may carry out our own risk assessments and management plan in relation to the medical provision, but these are for our own purposes. You remain fully responsible for your event (see section 3 'Your Responsibilities').
- 4.3 If in attendance our Event Manager shall manage the deployment of our volunteer personnel. They are responsible for the health, safety and welfare of our volunteer personnel and have a legal obligation under relevant legislations.
- 4.4 It may be necessary for our ambulance clinicians to leave the event in order to transfer a patient to receive definitive medical care at the Emergency Department. We accept no liability should this mean that the event has to cease due to such a reduction of medical cover.
- 4.5 We are committed to working with the community to meet their needs, which includes providing professional medical cover at public events. The St John Emergency Ambulance Service nevertheless is contracted by the States of Guernsey to provide the statutory ambulance Service for the Island which at all times must be efficient and responsive. While there is robust planning around preparedness and resilience, the nature of emergency work is unpredictable and during times of increased demand or urgency due to life threatening emergencies or a major incident, our response to these will take precedence over public and community events. We will make a reasonable effort to inform you before leaving your event should such an instance occur and if possible replace the cover as soon as it is practicable to do so. In the event that cover is withdrawn and not replaced no charges will be made to you for any provision we have agreed at your event



and not been able to fulfil. We accept no liability for any losses you may incur due to the termination of the event in such circumstances.

- 4.6 Acceptance of all public event cover is subject to the availability of such volunteers and professional clinical personnel. Should adequate resources remain unavailable, we reserve the right to provide not less than twenty-four hours' notice to the named contact of our intent to provide reduced resources. If the named contact cannot be reached, all reasonable effort shall be made to inform the appropriate organisation in some other manner. It is the responsibility of the person booking us, to ensure appropriate contact information is made known to us. We accept no liability for any losses you may incur due to the cancellation or reduction of the event for reasons as set out in this clause.
- 4.7 In view of the circumstances specified above, you are advised to arrange appropriate event cancellation insurance. We will not accept liability for any loss which you incur in relation to cancellation which could have been covered by such insurance.
- 4.8 Neither we or our personnel shall be liable under any circumstances, for any damage to land or property in the event of access being required to a patient and/or to allow egress from a site.
- 4.9 Subject to Clause 4.11 below, neither we or our personnel shall have any liability 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 agreement 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 liable 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 us

- 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 providing public event cover. 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 as laid down by any governing body or local authority relating to such an event.
- 5.2 Acceptance by us to provide medical cover at your public event, and for payment by you of our fees as quoted is made on the understanding that the details of your event submitted to us are accurate and correct. If we are notified of any changes to the details, such as the level of medical cover required, duration, time or location of the event, we reserve the right to revise our fees, or to reconsider our acceptance to provide public event medical cover.
- 5.3 If upon arrival at the event, our Event Manager (if one has been assigned and is in attendance), or the senior ambulance clinician considers the event to be larger or of a higher risk than that stated on the booking form or subsequent correspondence, we will endeavour to source extra resources which will be chargeable to you. If such resources cannot be found then we reserve the right to

withdraw from the event. In such circumstances, all reasonable effort shall be made to advise your contact who booked our services, of the reasons for our requirement for extra resources or for our withdrawal. Should it be necessary at this stage for us to withdraw from the event, full charges will still apply for the resources we provided. We accept no liability for any loss suffered by you due to the termination of the event under such circumstances.

- 5.4 Personal information of any patients treated at your event by us will only be provided upon a request by legal representation and/or by written consent of the individual concerned. If there is a requirement from your governing body to provide this information then we will provide a summary of patients treated.

## 6. Complaints

- 6.1 Any complaints or disagreements regarding our services or our personnel should be taken up with our personnel at your Event at the time. If the issue cannot be resolved, all complaints must be made in writing to the Public Events Co-Ordinator via Email: [public.events@stjohn.gg](mailto:public.events@stjohn.gg) or via post: The Public Events Co-Ordinator, St John Ambulance Guernsey, Rohais, St Peter Port, Guernsey GY1 1YN. Alternatively, details can be obtained from our personnel at your Event.

## 7. General

- 7.1 Each party will ensure that all confidential information received from the other, remains confidential subject to any disclosure required by law (when full consultation will take place between both parties prior to disclosure).
- 7.2 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 this 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.
- 7.3 If any clause or part of this Agreement 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.
- 7.4 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.
- 7.5 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.
- 7.6 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.

- 7.7 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. Privacy

- 8.1 For information about how we might collect and use the information you give us, the conditions under which we may disclose it to others, how we keep it secure and your legal rights in relation to any personal information that we hold, please see our privacy notice at:

<https://www.stjohn.gg/st-john-guernsey-privacy-notice>

# Appendix 1

## Public Event Medical Cover

### Charges 2022

Public Event Cover provided by professional ambulance clinicians and volunteer first aiders

St John Ambulance Guernsey provides both professional ambulance cover as well as volunteer first aid services for a variety of public events.

The cost for providing these services are detailed below:

	Monday to Friday per hour	Weekends and Public Holidays per hour
Solo crewed ambulance car (providing Basic Life Support)*	£50.50	£64.00
Solo crewed ambulance car (providing Paramedic Advanced Life Support)**	£57.00	£70.50
Double crewed ambulance (providing Basic Life Support)	£96.00	£123.00
Double crewed ambulance (providing Paramedic Advanced Life Support)	£102.50	£129.50
Volunteer First Aider/Cycle Response Unit	£22.50***	£22.50***
First Aid Post (Volunteer ambulance or gazebo) per 4 hour period (Day long rates available)	£75.00 per vehicle/gazebo	£75.00 per vehicle/gazebo

\* Basic Life Support (BLS) cover is provided by professional Emergency Medical Technicians or Equivalent

\*\* Advanced Life Support (ALS) cover is provided by Registered Paramedics

\*\*\* Rates for charities are available on request. First aid posts are provided based on the nature of the event and our risk assessment.

Should you require any cover that differs to that detailed above, then please contact our Public Events Co-Ordinator to obtain the charges.

## Appendix 2

### Public Event Medical Cover - Cancellation Fees

If you wish to cancel our attendance at your event, you must give us written notice to be received by our Public Events Team as soon as possible prior to the event.

Email notification is acceptable as written notice and should be sent to our Public Events email address: [public.events@stjohn.gg](mailto:public.events@stjohn.gg)

Alternatively, please call the Public Events line on 720088 or contact the Joint Emergency Services Control Centre on 725211 (select option 9). Contacting the Joint Emergency Services Control Centre should be done only if the Public Events line is not answered and the cancellation is for an event on the same day.

Public Event Cover provided by professional ambulance clinicians  
(*Emergency Medical Technicians & Paramedics*)

The St John Emergency Ambulance Service provides professional ambulance cover for a variety of public events. Extra personnel are rostered into resilience plans to ensure that each public event receives the appropriate cover. Often off-duty ambulance clinicians will be working additional hours to provide cover at your Public Event.

Where events are cancelled at short notice, the additional personnel are then surplus to operational requirements at a cost to the Service. In this respect, a cancellation fee must be made.

- A cancellation charge of 100% of the original quoted fee for our services at your event will be levied in respect of any cancellation made within 24 hours prior to the commencement of your event.
- A cancellation charge of 50% of the original quoted fee for our services at your event will be levied in respect of any cancellation made less than 7 days and more than 24 hours prior to the commencement of your event.
- No cancellation charges will be made for events cancelled with at least one week's (7 days) notice.

The waiver of cancellation fees will be at the discretion of the Chief Ambulance Officer and any request for a review of any fees levied to you must be made in writing.

Public Event Cover provided by volunteer personnel  
(*First Aiders & Advanced First Aiders & Cycle Response Unit*)

There will be no charge for cancelling volunteer first aid cover if the cancellation is made (and acknowledged by our events team) up to 24 hours of the event commencing. If the cancellation occurs within 24 hours of commencement of the event then a charge of £50.00 or 50% of the fee will be levied (whichever is the greater).

The waiver of any cancellation fee for volunteers will be at the discretion of the Chief Executive Officer and any request for a review of any fees to you must be made in writing.