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**Request for Event Medical Cover**

## PLEASE COMPLETE ALL AREAS IN BLOCK CAPITALS

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| Name of Event |  | **Dates of Event** |  |
| **What time would you like Medical cover to start and finish** | **Start Time** |  | Finish Time (please see charges in T&C’s) |  |
| **Name of Body Organising Event** |  |
| **Contact Name(s) before the event and during the event (if different)** |  |
| **Contact Address****Including post code** |  |
| **Is this the invoice address?** | YES |  | **If different, please provide invoice address and purchase order number if applicable** |  |
| NO |  |
| **Contact Tel. No.** | Daytime |  | Evening |  |
| Mobile |  | **At the Event** |  |
| Nature of Event |  |
| **Activities Planned** |  |
| **Address of Venue (please attach a map of venue)** |  |
| **Type of Venue and Terrain if outside** |  |
| **Number of sites to be covered if more than one location, including access information.** |  |
| **Please tick the most appropriate box to answer each of the following questions.** |
| Will the audience be? | Seated? |  | Standing? |  | Other? (Specify) |  |
| **What is the Audience Profile?** | Full mix, in family groups |  | Full mix, not in family groups |  | Full mix, rival factions |  |
| Mainly Children and teenagers |  | Mainly young adults |  | Mainly elderly |  |
|  |  |  |  |  |
| **Time by road to nearest Emergency Department (A&E) (Provide Hospital Name)** | Less than 30 Mins |  | More than 30 Mins |  |
| Select choice | Choice of A&E Dept. |  | Large A&E Dept. |  | Small A&E Dept. |  |

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| **Give previous casualty rate if possible, or enter** *NO DATA* **or** *FIRST EVENT***.** |  |
| **Give a realistic estimate of maximum number of people attending at any one time.** |  |
| **Give expected maximum time that the audience will queue to enter the event.** |  |
| **Please list any additional hazards, such as Carnivals, Flame Throwing/Fire Eaters, Helicopters, Motor Sport, Parachute Display, Street Theatre, etc.** |  |

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| ***Please ✓ as appropriate*** |
| **Have Emergency Services been informed?** | YES |  | NO |  |  |
|  |
| **Are there any safety or club rules to comply with?** | YES |  | NO |  |  |
| If **YES;** please give details:  |
| **Does your Public Liability Insurance and/or the Local Authority Licence for the event (if applicable) require a minimum level of first aid cover/minimum number of ambulances?** | YES |  | NO |  |  |
| If **YES;** please give details: |
| **Number and location of nearest telephone that will be accessible during the event:**  |
|  |
| **Give details of accommodation available for First Aid Treatment (i.e. Tent, Caravan, First Aid Room):** |
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|  |
| **Do you require an Ambulance for this event?** | **YES**  | **NO** |
| **Do you require an Event Support Unit for this event?** | **YES** | **NO** |
| **Do you require a Risk Assessment to be carried out prior to the event commencing?** | **YES** | **NO** |
| **Do you have a dedicated First Aid facility on site? Yes/No** |
| **Are the following available in the First Aid treatment area?** |
|  |
| Drinking Water  | YES |  | NO |  |  |
| Hot Water  | YES |  | NO |  |  |
| Electricity | YES |  | NO |  |  |
| Table | YES |  | NO |  |  |
| Examination Bed | YES |  | NO |  |  |
| Chairs *(2 minimum)* | YES |  | NO |  |  |
| On Site Parking for Medical Personnel / Event Vehicles | YES |  | NO |  |  |
| If Yes, please provide any access passes at least 1 week prior to the event along with access details to parking area. |

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| **Location of Toilet Facilities on site:** |  |
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| **Please specify any ‘special’ clothing or footwear required by our Medical personnel:** |
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| **Please specify what First Aid cover is required ‘away’ from the main treatment area (e.g Foot Patrol Medics (FPM), Chase Vehicle Medic (CVM):** |
|  |
| **What refreshments will be provided for Nightingale Medics personnel and how are these gained?** |
|  |
| **Please provide us with your risk assessment of the event (if prepared), your media strategy (if applicable) and any other documentation that you think will be relevant to the event.** |
|  |
| **Signed:** |  | **Date:** |  |
|  |
| Nightingale Medics will only undertake Medical Duties that do not infringe legal or safety requirements.If you have any questions, please do not hesitate to contact us. |
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| **RECEIPT OF THIS FORM BY NIGHTINGALE MEDICS DOES NOT CONSTITUTE AN AGREEMENT TO PROVIDE THE COVER REQUESTED UNTIL CONFIRMED IN WRITING.** |

**Standard Terms & Conditions for Event Cover in Scotland**

Your contract is made with Nigthingale Medics Ltd. 4 Upperkeith Farm Cottage, Humbie, East Lothian, EH36 5PJ. Registered company in Scotland SC542726.

In these terms and conditions 'We', 'Our', 'Us' refers to Nightingale Medics Ltd. and 'You', 'Your' refers to the party contracting with Nightingale Medics Ltd. During the continuance of the Agreement into which these terms and conditions are 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 these terms and conditions. In the event of any conflict between these terms and conditions and other terms of the Agreement, those other terms of the Agreement shall take precedence.

**Orders and acceptance to cover public events**

* All orders for Us to provide services at Your event ('the event') must be placed by You using Our 'Event Booking Form'.
* The issue by Us of a quotation is not a binding offer and We will only assume contractual liability once We have accepted in writing Your confirmation that the quotation meets Your requirements.

**Charges**

* Our charges are as set out in an individualised quote, which forms part of these terms and conditions. All charges are subject to VAT.
* Once at the event, regardless of the duration, the finish time specified on the booking form shall be considered as the finish time of the event.
* If an event continues beyond this finish time, We reserve the right to leave the event at the specified finish time. Any possible overrun must be discussed with the Nightingale Medics Ltd. event manager at the event as soon as possible. The decision is at the discretion of the Nightingale Medics Ltd. event manager at the event. Where personnel are willing to remain at the event, the relevant excess event charges shall apply. In all incidences where the finish time exceeds that of the stated time on the Event request Form excess event charges will become payable at a rate of time and a half for each medics hourly rate who is at the event, this will be applied for every 30 minute period beyond the agreed finish time.
* If You wish to cancel Your request for Our attendance at Your event or change the date or times of the event, You must give Us written notice. If such notice is not given, then a charge of the full fee will be made.
* Terms of payment are 30 days from the date of invoice.
* If you cancel the Event you will pay us:
	+ - £50 if the cancellation is more than 7 calendar days before the Event.
		- 50% of the Fee if the cancellation is between one and six days before the Event.
		- The full Fee is payable if the cancellation is less than 24 hours before the Event.
* Payments are due within 31 days from invoice date, any payment that exceeds 61 days will incur a DAILY charge of 8.5% of the total invoice fee plus a single £70 administration fee. Failure to pay by 90 days will see legal actions being commenced to collect all outstanding monies as well as any associated costs incurred by Us in bringing this claim to court.

**Your responsibilities**

* As the organiser of the event You retain full responsibility for ensuring that a satisfactory risk assessment has been carried out for the event, unless risk assessment services have been requested by You, and confirmed in writing at the time of booking.
* You must ensure that the event is properly policed or has appropriate security in place, so that Our personnel do not find themselves in threatening situations.
* 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) unless you have booked a mobile medical treatment facility at the time of Your original booking.
* 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.
* You must ensure that all additional medical personnel at the event are made known to Our personnel, before the commencement of the event.
* You must adhere to any request to stop the event while treatment takes place.
* 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.
* 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.
* 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 the event. This will not affect Our right to be paid for Our services (whether performed or not).

## Our responsibilities (and limitations to the same)

* We will provide first aid services at the event in a manner commensurate with good practice in medical and first aid delivery. These services are provided subject to the following limitations;
* We may carry out Our own risk assessments, but these are for Our own purposes. You remain fully responsible for Your event (see Your responsibilities above).
* Our Nightingale Medics Ltd. event manager at the event shall conduct the deployment of Our personnel. They are responsible for the health and safety of Our staff and have a legal obligation under the Health and Safety at Work Act.
* In view of the circumstances specified earlier in this Clause, 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.
* Neither We nor Our personnel shall be liable under any circumstances, for any damage to land or property in the event of reasonable access being required to a casualty or to allow emergency egress from a site.
* Subject to the clause below, neither We nor 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 event or in any other way in connection with performance or purported performance of or failure to perform the Agreement.
* Nothing in this Contract shall be taken to exclude liability for death or personal injury resulting from Our (or Our personnel's) negligence.

## Force Majeure

* 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, civil unrest, terrorism, acts of war etc.)

## Information provided to and by Nightingale Medics Ltd.

* If, in Our opinion, a suitable level of cover cannot be agreed, or Your event appears to put Our staff at unacceptable risk if 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.
* 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, the senior officer in attendance considers the event to be larger 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 loss you may incur due to the termination of the event in such circumstances.
* With regard to details of persons treated by Nightingale Medics Ltd. Personal information will only be provided upon a request by legal representation and/or by written consent of the individual concerned, all subject at all times to the Data Protection Act 1998.

## Complaints

* Any complaints or disagreements regarding Our services or Our personnel should be taken up with the Nightingale Medics Ltd. event Manager at the event. If the issue cannot be resolved, all complaints must be made in writing to Our office at 4 Upperkeith Farm Cottage, Humbie, East Lothian, EH36 5PJ to Lord William Coutts – Co-Director or Mr Sean Keighren – Co-Director

## General

* 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 the parties prior to disclosure).
* 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.
* 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.
* 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.
* 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.
* 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.
* 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.
* 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.

## Applicable Law

* The Agreement shall be governed and construed in accordance with the laws of Scotland.