



## Event First Aid Terms and Conditions

In these terms and Conditions We, Our, Us refers to National First Aid Pty Ltd ABN 49657311082 (**NFA**) and You, Your refers to the party (Event Organizer) requesting NFA event services.

The services provided by NFA with respect to any event are governed by the conditions set out herein. By proceeding to book NFA to provide first aid services at an event, You expressly agree to these terms and conditions.

### **1. Orders/acceptance to cover public events**

- 1.1. All orders for Us to provide services at Your event (“ Event”) must be placed by You using Our form entitled “Request for Event First Aid”.
- 1.2. We do not provide any assurance that any particular request for Us to provide services will be accepted.
- 1.3. When We receive a service request in relation to an Event, We will issue You with a quote detailing what services We will provide and the anticipated costs. The issue of a quotation is not a binding offer but a mere quote. If You agree with the quote, You must confirm Your acceptance in writing to Us. We will then confirm your order and our attendance at the Event and only at this point, an agreement for services is formed between the parties in relation to the Event.
- 1.4 If for whatever reason, You were unable to confirm Your acceptance of the quote in writing and have done so verbally and We accepted that verbal confirmation, you agree that the lack of written confirmation does not affect Your commitment under these terms for the service by NFA.

## 2. Changes

- 2.1. Once We accepted Your service order and the process described in clause 1 is completed, You cannot change details of the Event unless We agree to these changes in writing.
- 2.2 If you change details of the Event that affect the services provided by NFA, We reserve the right to amend our quote to commensurate with the changes.
- 2.3 When details of the NFA services are provided, You will be advised of an agreed finish time for the Event. Once at the Event, the finish cannot be amended and NFA reserves the right to terminate its services at the designated finish time as set out in the booking form.
- 2.4 If an Event continues beyond its designated finish time, We reserve the right to leave the event at the specified finish time unless We expressly agreed to vary the booking. NFA reserves the right to amend the quote provided to you at any time if and when the parties agree on extended finish time for an Event.
- 2.5 NFA does not warrant or represents that it will be possible to change the designated finish time for an Event. Therefore, the decision whether to extend the finish time is at the discretion of the NFA Team Leader at the Event.
- 2.6 If NFA agrees to vary the original service order and designated finish time, You expressly acknowledge and agree to pay an excess duty charge (**Excess Charge**).
- 2.7 Excess Charge shall apply in all incidences where the finish time is exceeded to that of the stated time on the booking for. Excess Charge is charged at half hour increments.
- 2.2. If You wish to cancel Your request for Our attendance at an Event or change the date or times of the Event, You must give Us written notice to be received at Our office at least 2 clear business days, being Monday to Friday excluding public holidays, before the Event. If such notice is not given, then a Cancellation Fee applies. If Your request for Our services is cancelled due to circumstances which are beyond Your control (e.g. natural disaster or strike), We

will not charge You a Cancellation Fee. If Your request for Our services is cancelled for any other reason, We will charge You a Cancellation Fee not exceeding 25% of the original quotation. We do not warrant that NFA will be able to meet the service request at the new times or date as this will depend on prior bookings.

### **3. Your responsibilities**

- 3.1. As the organiser of the event You retain full responsibility and liability for ensuring that the Event is safe and a proper 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. You must ensure that appropriate crowd control are in place.
- 3.3. You must ensure that an area for the treatment of patients is clearly defined. A dry, covered, clean area must be provided by You to enable NFA to set a first aid centre.
- 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 all additional medical personnel at the event are made known to Our personnel, before the commencement of the Event.
- 3.6. You must adhere to any request where applicable to stop the Event while treatment takes place.
- 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 the same equipment to enable communication amongst NFA staff and between NFA and Yourself . It is Your responsibility to ensure an appropriate system/route of communication is made know to Us.
- 3.9. You are responsible and liable 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 to all relevant legislation, regulations and enforceable codes. You must insure the Event with respect to public liability and risk of injury.

- 3.10 Failure to comply with the requirements of this clause 3.9 is a fundamental breach of this Agreement, in which case We shall be entitled to immediately terminate our obligations to the Event. This will not affect Our right to be paid for Our services (whether performed or not) if termination takes place pursuant to this clause.

#### **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. These services are provided subject to the following limitations, and should not be viewed as a substitute for any need for registered doctors, nurses or paramedics at the event.
- 4.2. We may carry out Our own risk assessments in relation to the Event and the need for NFA personnel but our assessment is for internal use only and will not be disclosed and cannot be relied upon by You. You remain, at all times, responsible and liable for Your event and You expressly release NGA from any liability whatsoever and howsoever incurred as a consequence of any injury or incident occurring at the Event. (see responsibilities above).
- 4.3. Our NFA Team Leader at the Event shall conduct the deployment of Our personnel. They are responsible for the health and safety of NFA personnel.
- 4.4. 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. If We cannot provide adequate resources, all reasonable effort shall be made to inform the appropriate organisation.
- 4.5. 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 the site.

- 4.6. 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.).
- 4.7 If a liability is imposed on NFA in relation to the services it provided to you and the Event, the maximum liability that may be imposed is the total fees paid to NFA for the Event.

## **5. Information provided to and by NFA**

- 5.1. If, in Our opinion, a suitable level of cover cannot be agreed, or Your Event appears to put Our members at unacceptable risk of injury or illness We reserve the right not to proceed with Our services.
- 5.2. With regard to details of persons treated by NFA personnel, personal information will only be provided upon a request by legal representation and/or by written consent of the individual concerned. Any dissemination of information shall be subject ,at all times, to the Privacy Act, as amended.

## **6. Complaints**

- 6.1. Any Complaints or disagreements regarding Our services or Our personnel should be taken up with NFA at the Event. If the issue cannot be resolved, all complaints must be made in writing to the Managing Director of NFA.

## **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 the parties prior to disclosure).
- 7.2. If a party to this agreement is required or compelled to disclose information which is considered confidential under this Agreement, the disclosing party agrees that before disclosing any information, it will consult with the other party in order to consider if any exemption to disclosure may apply.

- 7.3 This Agreement shall be governed by the law of state of Victoria and the parties submit to the jurisdiction of the courts of that state and any courts taking appeal from them.
- 7.4 Any notice or communication under this Agreement shall be in writing and sent to the relevant party at the address or facsimile number set out in the order form.