



Managed Solution Agreement – Location:.....

Congratulations!

You have made the right decision for choosing to provide a defibrillator for your community. That is the easy bit!

The CHT works with you every step of the way to implement your project to not only ensure you have the most suitable equipment, but also to make sure you have the following in place too:

- Public liability insurances
- Accreditation
- Recommissioning strategies
- Health and Safety policies
- Community training and awareness programmes
- Site maintenance regimens
- Correct reporting processes
- Theft and Damage insurances cover
- Installation by qualified electrician
- Ambulance service MoU
- VAT
- Hosting agreements
- Owner/Responsible person agreements
- Fixed cost base
- Post rescue counseling
- Correct reporting processes
- Duty of Care
- Quality standards

A CHT Managed Solution offers a cost effective method of implementing a quality community defibrillator project that addresses the many potential liabilities.

The advantages of this approach is:

- CHT becomes the 'owner' in law, and therefore accept the main liabilities
- CHT has insurances, including Public Liability and Theft /Damage.
- CHT takes control of policies and procedures
- CHT can provide the equipment VAT exempt under HMRC rules
- CHT will make sure of the equipment is out of service for any reason, you will have replacement equipment for the community.
- CHT provides a counseling service as part of 'duty of care'
- The community gets the best equipment available
- CHT has the contract with the local ambulance service
- CHT arranges any hosting and other agreements with the hosting site (eg village hall)

The community still has obligations. The community will carry out regular weekly and monthly checks on the equipment, reporting this via the CHT WebNos Governance system. Also, cPAD schemes have running costs (consumables, replacement batteries, etc). Therefore any replacement equipment and/or consumables are purchased via CHT.

Managed solutions are a much easier way for the community to get higher quality equipment, looked after, cheaper, and liabilities addressed. The managed solutions agreement runs for a **minimum** of 4 years. At the end of this period the community can buy and take over the equipment for £1, or ask CHT to continue the Managed Solutions provision.

Your donation to CHT is £.....
This donation is gift aided.

Signed:

Site ID:

Date:

www.communityheartbeat.org.uk

The 'People-Heart' logo, cPAD logo and CHT logo are trademarks of the Community HeartBeat Trust





The Community Heartbeat Trust (CHT)

Terms and Conditions 2017

Please note that by working with the CHT Charity you are agreeing to be bound by these terms and conditions (T&C). This is to ensure that the right and correct governance is put in place with respect to your defibrillator, and to ensure the local requirements of the ambulance services are also met.

The CHT has a contract or Memorandum of Understanding (MoU) in place with the ambulance services. By signing these T&C there is normally no need for extra agreements to be in place with the ambulance services.

- Any donation to the CHT must be made prior to the provision of any equipment. Any cheques are to be made payable to **The Community Heartbeat Trust**.
- CHT may facilitate fund raising for you, and hold monies for you. These will be held in a reserve account specifically for your project only.
- You recognize that the CHT is only responsible for helping donate this equipment to you and any warranties on the equipment are held directly with the manufacturers.
- Unless through a CHT Managed Solution, you acknowledge that your local scheme will own the equipment, and be responsible for insurances and any liabilities. If a CHT Managed Solution, CHT will own the equipment, and be responsible for any insurance.
- If a Managed Solution, the equipment to be used for the scheme will be chosen by CHT. CHT will only accept a limited liability on equipment not classified as Tier 1 in the CHT classification, or that bought originally via third parties. CHT will only accept existing manufacturers warranties, if still in existence.
- The Managed Solutions agreement runs for a *minimum* of 4 years. At the end of this period the community can take back the equipment for £1, or ask CHT to continue the Managed Solutions provision. In the event of CHT ceasing trading, the equipment ownership transfers to the community for £1.
- You agree to be responsible for the correct function and maintenance of the equipment supplied, and agree to record any checks, installation details, any out of service notification, and any resupply requests via the CHT WebNos Governance system. CHT will provide you with sign on details for this governance system. Your local ambulance service has access to this governance system.
- Liaison with the ambulance service on registration and activation processes will be undertaken by CHT on your behalf.
- You agree for CHT to arrange ordering and donation of the equipment agreed, and agree to CHT retaining any donation given in the event of any cancellation.
- CHT is a charity whose objects include to support the placement of community defibrillators. You waive the right to any claims against CHT.
- Prices quoted are only a guide to cover CHT costs for the equipment mentioned above, but do not form any binding contract or linkage to your donation, which may be more than, or less than, the guide advised.
- Where possible and allowed for, please gift aid your donation as this helps CHT find the cost of running the charity.
- Delivery on equipment will be approximately 2-4 weeks depending on availability of component parts.
- Your donation value excludes any VAT where applicable. Where VAT cannot be reclaimed by the Charity, it would be useful to us if this was added to your donation. If your organisation is a registered charity and claiming VAT exemption under HMRC rules, then please provide a copy of the VAT exemption certificate with your order for forwarding to the equipment supplier as the end user.
- Delivery will be to your scheme coordinator as advised to CHT on this form..
- You agree to arrange a Community Awareness (Training) programme through CHT for your community, and record the attendees on the WebNos Governance system where possible.
- If you wish to place advertising on the cabinet, the CHT logo and web address must always be visible, and must not be obscured. Also the ILCOR AED logo and any safety details must always be clearly visible. Ambulance service logos and NHS logo are not permitted on the equipment unless specific permission has been agreed with your local ambulance service, and are in compliance to the NHS Standards Bureau.
- CHT may also use this location to help advertise the charity, and a mention of CHT must always appear in any of your publicity.
- In the case of activation, it is necessary for the ambulance service to have confidence that the equipment is in a ready state and usable, and to report such incidents and ensure that the equipment is made fully operational after its use. Therefore, you are required to provide monthly checks (weekly if possible) on the ready state of the defibrillator, and report this via the WebNos Governance system. Failure to report monthly checks may mean that the local ambulance service will not record the defibrillator site on their Command and Dispatch system (CAD), or may not activate it in an emergency.
- The above governance requirements also apply to where the defibrillator has been supplied by a third party, but where CHT supply the cabinet and/or other services.
- Where the defibrillator and cabinet are to be placed upon a site owned by a third party, then a hosting agreement with the community must be in place absolving the third party from any liabilities. If a Managed Solutions site, this MoU will be enacted by CHT.
- Where a telephone kiosk is used as a housing site, the community will be responsible for the maintenance of the Kiosk, even if the kiosk is owned by CHT.
- Only equipment supplied by CHT is allowed to be connected to the un-metered supply in the telephone Kiosk.
- Where a kiosk is used, only CHT is allowed under agreement with BT to place telephony equipment back into the kiosk. This equipment will remain only whilst the project is partnered with CHT.
- CHT is regulated under the Financial Conduct Authority with Balens Ltd to offer insurance.
- All equipment warranties are those supplied by the equipment manufacturers.

