

## Event Medical Terms & Conditions

V1.0 June 2021

### DEFINITION

'Company' means North West Medical Solutions Ltd.

'Contract' means the contract for the provision of Services by the Company to the Customer.

'Customer' means the person, firm or organisation ordering or buying services from the Company.

'Services' means the subject matter of the relevant Order or Contract.

'Event medical cover' means the provision of any first aid, ambulance, paramedical, nursing or medical cover by the Company in any combination and any skill level.

### ACCEPTANCE OF EVENT MEDICAL COVER BOOKING

A Contract is formed when the Customer agrees to use our Company for said services (email agreement of quotation or written letter). An acceptance by the Company incorporates the Terms and the Customer shall be deemed to have accepted the Terms unless the Customer notifies the Company in writing of any objections thereto within seven days of the date of the acceptance. No condition or terms stipulated in any other communication or document shall amend or exclude any of the Terms except insofar as the said is expressly consented to in writing by the Company.

### EVENT MEDICAL COVER REQUIREMENTS

Event medical cover requirements will be calculated in accordance with the HSE event safety guide, any requests of deviation from the Customer from this guidance will be their sole responsibility. The Company reserves the right to refuse to provide services if they feel the requested services are inadequate for the specific event.

Before or during the event, should it be deemed that the event requires additional medical cover than the initially agreed level of cover, the Company will initiate the following escalation process:

- **Green:** The Company will discuss the situation and the need for further medical / first aid staff with the Customer and agree on a specific action plan to rectify the situation.

- **Amber:** Should the Customer refuse such additional resources and it is deemed by the Company that this is required for both the safety of the event and its staff the situation should be escalated to the on-call Company Director who should consult with the Customer to try and reach a manageable solution.
- **Red:** Should the escalation to the on-call Company Director not rectify the situation the on-call Company Director should liaise with the local NHS Ambulance Service management and the Health & Safety Executive (as required).
- **Purple:** Should the escalation process fail to reach a satisfactory solution, all Services for the Customer will be terminated with immediate effect – this decision will be reported to the Police, NHS Ambulance Services and any other appropriate organisations.

It should be noted that both the HSE event safety guide and the Company's recommendations are guidelines and do not replace the need for specific and on-going assessment of medical and first aid requirements.

## **EQUAL OPPORTUNITIES**

The Company operates an Equality and Diversity Policy. The Customer must not make any remarks or actions which may be deemed as offensive to any person on the grounds of sex, race, religion or disability. Offensive language must not be used.

## **HEALTH & SAFETY**

Individuals must take care to ensure the safety of everyone they encounter.

For event medical cover, the Customer must maintain at all times adequate health and safety provision to ensure all staff are suitably protected. The company retains the right to refuse to enter an environment they deem to be unsafe.

In the event of an unsafe incident at an event where the Company are providing medical cover, the medical staff from the Company will dynamically risk assess their ability to enter such environments, with the appropriate PPE (personal protective equipment) and would at this point liaise with the fire & rescue services to ensure a safe working environment should this be required.

## **PRICES**

Prices are based on the Company's current pricing policy, but the company reserves the right to amend its quoted prices at any time prior to the commencement of any Contract. The Company, is not currently VAT registered therefore any prices quoted are exempt from VAT.

There is no minimum charge for event medical cover.

### **MILEAGE**

Event medical cover services will be quoted to include any travel expenses and accommodation, where applicable.

### **PAYMENT**

Payment is required within 30 days of date of invoice or prior to the commencement of the event medical cover, whichever is soonest.

Changes to these payment terms are only negotiable in exceptional circumstances and agreed by the Company in writing at time of event medical cover booking.

### **CANCELLATIONS**

All cancellations must be received in writing.

More than 21 days – No charge.

21 – 10 days – 25% of total invoice cost will be charged.

Less than 10 days. – The Company reserves the right to enforce 100% of the invoice cost.

### **INTELLECTUAL PROPERTY**

All Intellectual Property Rights in the Services or arising from the Contract shall remain with the Company unless expressly otherwise agreed in writing by the Company.

The reproduction by whatever means of the Company's publications or any publications used by the Company in the performance of the Contract is expressly forbidden and the Company will not hesitate to take legal proceedings in respect of any breaches.

If the Services are to be provided by the Company in accordance with a specification submitted by the Customer the Customer shall indemnify the Company against all liability, loss damages, costs and expenses suffered or incurred by the Company in respect of any claim for infringement of any Intellectual Property Rights of any other person which results from or arises out of the use of the Customer's specification.

## **WARRANTY AND LIABILITY**

- (a) Save as expressly stated in the Terms, all warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent permitted by law in respect of the provision of such Services.
- (b) (b) Except in the case of death or personal injury caused by the Company's negligence, the Company's liability in respect of a Contract shall be limited to the invoiced value of the Services provided under the Contract and in no event shall the Company be liable for any consequential loss or damage (whether for loss or profit or otherwise) which arise on the sale or supply of the said Services.

## **INSURANCE**

The Company will have in place, for your Event:

- (a) Public liability insurance cover in the insured sum of at least £5 million in the aggregate and;
- (b) Medical malpractice and professional Indemnity Insurance to the sum of £1 million in the aggregate.

The Customer must ensure they have appropriate level of public liability and other relevant insurances in place for said event. The company will not accept any liability from the negligence of not having such insurances in place.

We strongly recommend you have a suitable level of event cancellation insurance.

## **FORCE MAJEURE**

The Company shall not be liable to the Customer or be deemed to be in breach of contract by reason of any delay in performing or failure to perform any of the Company's obligations in respect of the Services if the delay or failure was due to any cause beyond the Company's reasonable control.

## **INSOLVENCY OF THE CUSTOMER**

- (a) If the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (be an individual or firm) become bankrupt or (being a

company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction) or

(b) An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer: or

(c) The Customer ceases, or threatens to cease, to carry on business: without prejudice to any other right to remedy available to the Company, the company shall be entitled to cancel the Contract or suspend any further performance under the Contract without any liability to the Customer and if the Service has been provided but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

## **LAW**

The Terms and any Contract shall be constructed in accordance with English law and the Company and Customer submit to the non-exclusive jurisdiction of the English courts.<sup>i</sup>

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<sup>i</sup> End of Document