

## Standard Terms and Conditions For Event Medical Cover and Ambulance Transport

In these Terms and Conditions "We", "Our", "Us" refers to Lifecare Medics Ltd. or Lifecare, which are to be considered one and the same and "You" or "Your", refers to the party contracting with Lifecare Medics Ltd. "Commitment" or "Commitments" refers to any confirmed booking received or managed by Lifecare Medics Ltd. or a request for our services, whether an Event Medical Cover Booking or Ambulance Transport. 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.

1. **Orders/ Acceptance to cover Public Events and Ambulance Transport**
    - 1.1 All orders for Us to provide services to you, all requests must be placed by You using Our "Event Cover Enquiry Form" or "Transport Booking Form".
    - 1.2 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.
  2. **Charges**
    - 2.1 Our charges are as subject to change at any time without notice, although once a quotation has been received by "Us", having been signed by "You", charges for that Commitment may not change outside of those acceptable changes outlined within the quotation, specifically the addition of expenses based on actual expenditure where this differs to estimated expenditure from the original quotation, most notably, mileage amounts, parking charges and subsistence. Charges for services, e.g. the provision of personnel and resources will not change without prior written warning and re-submission of an official quotation.
    - 2.2 For Commitments where the duration is greater than 5 hours, time must be allowed for Our personnel to take breaks.
    - 2.3 In respect of Events, Once at the Commitment, regardless of the duration, the finish time specified on the booking form shall be considered the finish time. We reserve the right to leave the event at the booked "Finish" time irrespective of whether the event has ended or not. The responsibility for highlighting the requirement for medical cover after the booked finish time lies with the event organiser from the client organisation, it is also the responsibility of this person to discuss this issue with Our medical duty manager on site prior to the pre-booked event finish time. Where cover is required after the booked "finish" time, this will be provided at the discretion of the staff on site and the onsite duty manager and will be charged at a rate of 150% of the resource hourly rate for each resource remaining on site (effectively time and a half). This levy will be charged for each hour or part thereof.
    - 2.4 A Pre booked overtime situation will be charged at a lower rate than an "Unauthorised" overtime situation, so it would be in Your best interest to make us aware of the potential for an additional time requirement at the booking stage.
    - 2.5 In respect of Ambulance Transport, clause 2.4 does not apply for single journeys, however, for shift bookings, where a service is provided for a pre-determined length of time, the stated finish time is taken as the completion time of our contractual obligation. The crew reserve the right to refuse any work, which will take them longer than the remaining shift time to complete. If the crew agrees to continue working past their designated, agreed finish time, an overtime charge is payable. This charge is equal to 50% of the hourly rate for the resources in question on top of their standard hourly rate, for each hour or part thereof; the crew are working past their agreed finish time.
    - 2.6 A mileage charge may be made in addition to any Resource Charges on your Quotation. An estimate of Base to Commitment Mileage Charges will appear on your quotation.
    - 2.7 A subsistence fee will be charged for Commitments exceeding 5 hours, where adequate food and refreshments are not provided free of charge to our staff. If You are not providing food and refreshments You are required to make payments according to Our subsistence fees. Subsistence is charged at £5 per staff member per 5 Hour Period. If the original booking suggests subsistence will be made available to our crew free of charge, this will not be included within your quotation; however, if after the event it transpires that adequate subsistence was not available, we reserve the right to automatically add this charge to your final invoice.
    - 2.8 If You wish to cancel Your request for Our attendance at Commitment, You must give Us written notice to be received at Our registered office before the Commitment. If such notice is not given, then a charge of the full fee plus VAT (where applicable) will be made. Where notice has been given, cancellation charges are as per the table below:

Cancellation Notification Received (Days Prior to the Commitment)	Cancellation Fee (% of Total Quoted Fee)
>28 Days Prior to	No Cancellation Fee (0%)
14-28 Days Prior to	25% of the Total Quoted Fee
7-14 Days Prior	50% of the Total Quoted Fee
1 -7 Days Prior to	75% of the Total Quoted Fee
<1 Day Prior to	100% of the Total Quoted Fee
- 3.1 As the Organiser of the Commitment You retain full responsibility for ensuring that a satisfactory Risk Assessment has been carried out for the Commitment and that copies are made available to our representatives upon request.
  - 3.2 You must ensure that the Commitment is properly policed, so that Our personnel do not find themselves in threatening situations.
  - 3.3 **In respect of Events,**
    - 3.3.1 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).
    - 3.3.2 If Your Commitment exceeds 4 hours, You must supply food and refreshments for Our personnel. Alternatively a subsistence fee will be payable by You. (See 2.8)
    - 3.3.3 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. (This also includes Our staff's private transport).
    - 3.3.4 You must ensure that all additional medical personnel at the Event are made known to Our personnel, before the commencement of the Event.
    - 3.3.5 You must adhere to any request to stop the Event while treatment takes place.
    - 3.3.6 Your Event staff should be made aware of where the first aid personnel and / or ambulances are located, to assist any requests from participants or spectators.
  - 3.4 You must ensure that all additional medical personnel at the Event are made known to Our personnel, before the commencement of the Event.
  - 3.5 You must adhere to any request to stop the Event while treatment takes place.
  - 3.6 Your Event staff should be made aware of where the first aid personnel and / or ambulances are located, to assist any requests from participants or spectators.
  - 3.7 You must ensure that all additional medical personnel at the Event are made known to Our personnel, before the commencement of the Event.
  - 3.8 You must adhere to any request to stop the Event while treatment takes place.
  - 3.9 Your Event staff should be made aware of where the medical personnel and / or ambulances are located, to assist any requests from participants or spectators.
  - 3.3.10 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.
  - 3.3.11 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).
4. **In Respect of Ambulance Transport**
    - 4.1 As the authority making the booking, You are responsible for ensuring that information provided to our staff is accurate.
    - 4.2 If the booking/workload exceeds 5 hours, you are responsible for ensuring that our staff are allowed adequate time for breaks. This will be included in the "Booked/Shift" Time.
    - 4.3 You are responsible for ensuring our staff are informed of any change in the Patient's condition at all times prior to the collection of the patient, and of any special conditions regarding the patient.
    - 4.4 You are responsible for ensuring our staff are given a formal clinical handover prior to their acceptance of the patient.
  4. **Our responsibilities (and limitations to the same)**
    - 4.1 We will provide medical services at the Commitment in a manner commensurate with good practice in first aid and ambulance service 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 Commitment.
    - 4.2 We may carry out Our own Risk Assessments, but these are for Our own purposes. You remain fully responsible for Your Commitment (see Your responsibilities above).
    - 4.3 In Respect of Events, Our Duty 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.
    - 4.4 In respect of Events, It may be necessary for Our personnel to leave the Event, in order to obtain further medical care for any person they are treating. We accept no liability should this mean that the Event has to cease due to such a reduction of medical cover.
    - 4.5 In respect of Events, In the unlikely event of a life threatening situation occurring in the vicinity of Your Commitment, any ambulance at Your Event may be requested to respond (subject to reduced medical provision remaining at the Event). Should this occur, We reserve the right to leave the Event without notice. We accept no liability for any losses You may incur due to the termination of the Event, should the cause be due to Our full or partial withdrawal.
    - 4.6 Acceptance of all Commitments is subject to the availability of such staff. In the unlikely event that insufficient personnel are available for an accepted Commitment, every effort shall be made to locate resources from elsewhere, as appropriate to the nature of the Commitment. Should adequate resources remain unavailable, We reserve the right to provide not less than 1 weeks notice to the named contact person on the booking form, of Our intent to withdraw from the Commitment. We also reserve the right to provide not less than 24 hours notice to the named contact person, 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 Our services, to ensure an appropriate system/route of communication is made known to Us. We accept no liability for any losses You may incur due to the cancellation or reduction of the Commitment for reasons as set out in this Clause. From time to time, it is expected that Lifecare Medics Ltd. may sub-contract part or all cover of a particular Commitment to reputable local companies, full details of other resources involved will be available upon request in this case.
    - 4.7 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.
    - 4.8 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 a site.
    - 4.9 Subject to Clause 4.11 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 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 Contract 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 Lifecare Medics Ltd;**
    - 5.1 If, in Our opinion, a suitable level of cover cannot be agreed, or Your Commitment appears to put Our staff and subcontractors at unacceptable risk of injury or illness, We reserve the right not to proceed with Our services. However, it remains Your sole responsibility as the body organising the Commitment to ensure that the level of cover requested complies with all statutory regulations and requirements laid down by any governing body relating to such Events or the Health and Safety Executive.
    - 5.2 Acceptance of all Commitments (and the fees quoted) for the provision of resources is made on the understanding that the details of the Commitment 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 Commitment. If upon arrival at the Commitment, the senior member of staff in attendance considers the Commitment 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 Commitment. 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 Commitment, 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 Commitment in such circumstances.
    - 5.3 With regard to details of persons treated or transported by Lifecare Medics Ltd. personnel, 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.
  6. **Complaints and Compliments**
    - 6.1 Any complaints or disagreements regarding Our services or Our personnel should be taken up with the Lifecare Medics Ltd. Manager/Senior Staff Member at the Commitment. If the issue cannot be resolved, all complaints must be made in writing to the Operations Director at our registered address. Or by email to comments@lifecare-medics.co.uk
  7. **Confidentiality**
    - 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 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.
- 7.3 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.
- 7.4 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.
- 7.5 The parties to this Contract do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.
- 7.6 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.
- 7.7 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.
- 7.8 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.
- 7.9 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.
- 7.10 Unless specifically requested not to, Lifecare Medics Ltd. reserves the right to take promotional photographs whilst at Your Commitment for use by Us for marketing and promotional purposes.
- 7.11 All clauses within these terms and conditions will stand unless they are superseded in writing with event or client specific agreements.
- 8. English Law and jurisdiction of English Courts**
- 8.1 The Agreement shall be governed by English Law and the parties consent to the exclusive jurisdiction of the English Courts.