

## Standard terms & conditions for public event medical, ambulance & first aid cover

### 1. Definitions

1. In this document, “we”, “our” & “us” refers to ProMed
2. “You” & “your” refers to the party contracting with ProMed
3. “Event” refers the occasion for which you are contracting our services
4. “Venue” refers to the location where the event is held, and shall include the footprint if you require us to provide our services around the same

### 2. Orders / acceptance to cover public events

1. All enquiries for us to provider services at the event must be placed by you using our “Request for event medical, ambulance & first aid cover” form
2. We cannot guarantee that any particular request for us to provide services will be accepted
3. The issue by us of a quotation is not a binding offer; contractual liability will only be accepted once the level of resources we are commissioned to provide is confirmed by us in writing, having received a purchase order from yourselves
4. We will not guarantee to provide any resources to the event until a non-refundable deposit is paid by you and has been received & cleared by us

### 3. Payments

1. Our charges are set out in the quotation
2. Terms of payment are 30 days from the date of each invoice
3. Late payments will incur interest at 8% above the Bank of England base rate, calculated daily
4. Late payments will attract a late payment charge to the maximum permitted by law

### 4. Cover

1. For events where the duration is 6 hours or longer, you must allow for our personnel to take breaks as specified in our “Resource definitions” document, whilst maintaining the minimum cover levels required by your event
2. Regardless of the duration of the event, the finish time specified on the “Request for event medical, ambulance & first aid cover” form shall be considered as the finish time for the event, unless changed & agreed prior to the event, which shall be shown in the final version of our “Medical, ambulance & first aid operational plan” issued to you in advance of the event commencing; any overrun must be discussed with our Medical Co-ordinator at the event as soon as possible to discuss whether personnel can remain onsite; overtime incurred in such a way shall be charged at 50% above our standard rates or your quoted rate (whichever is the higher)
3. If you wish to cancel your request for attendance at your event, or change the date or time of the event, the following charges apply:
  - a. Prior to your non-refundable deposit being paid, no charge shall be made

- b. More than 60 days prior to your booked event start date, a charge equal to the non-refundable deposit or 10% of the total cost of the services (whichever is higher) shall apply
  - c. Less than 60 days prior to your booked event start date, but more than 14 days prior to your booked event start date, a charge equal to 50% of the total cost of the services shall apply
  - d. Less than 14 days prior to your booked event start date, the full cost of the services will be payable
4. Notwithstanding any other provision of these terms & conditions, all sums payable to us under these terms & conditions shall become due immediately on its termination; this clause is without prejudice to any right to claim for interest under law, or any such right under these terms & conditions
  5. We may, without prejudice to any other rights we may have, set off any of our liability to you against any of your liability to us under these terms & conditions

## 5. Your responsibilities

1. As the event organiser, you retain full responsibility for ensuring that a satisfactory risk assessment has been carried out for the event
2. You must ensure that the event is properly policed so that our personnel do not find themselves in threatening situations
3. You must ensure that an area for the treatment of patients is clearly defined; an area that meets the definitions specified in our "Resource definitions" document must be provided by you or by us (at your cost)
4. Free and clear access to & egress from the event site for our personnel & vehicles must be ensured
5. You must ensure that the venue is safe and free from hazards or anything that may adversely affect the delivery of our services
6. You must ensure that all additional medical, ambulance & first aid personnel are made known to our Medical Co-ordinator before the commencement of the event
7. It may be necessary to interrupt events for emergency treatment to take place, our Medical Co-ordinator will consult fully with you to explain the rationale for and negotiate a suspension of the event, or part of the event, should this situation arise; you must consider all such requests by us and accept all liability arising from any such decisions you make to enable us to safely provide medical treatment to a casualty where the continuance of the event, or part of the same, would pose danger to our personnel, the casualty or the public
8. Your event staff should be made aware of where the treatment areas, our standby points & our vehicles are located, and receive instruction on how to request our services, to assist with any requests from your customers and/or the public
9. You must inform us in writing of all health and safety rules and regulations and any other security requirements that apply at the venue and with which our personnel are required to comply
10. You must ensure and warrant that all your equipment is in good working order and suitable for the purposes for which it is used in relation to our services
11. Should the event be of such a size that you are using maps, plans or radio equipment, our personnel must be provided with the same; it is your responsibility to ensure an appropriate system of communication is made known & available to us

12. You are responsible for ensuring that all necessary licenses, permits & consents to operate the event have been obtained and for compliance with all conditions associated with the same 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 the agreement, in which we shall be entitled to immediately terminate our services
13. You warrant and undertake that all information provided to us in relation to our Services required is complete and accurate in all material respects and acknowledges that, in determining our resources to be deployed and the charges to be levied for a particular event, we act in reliance on the information provided to us by you; if, acting reasonably, we determine that an event is larger or of higher risk than stated by you or as otherwise notified to us in writing prior to the event, we may at our discretion suspend our services or increase the service provision and therefore the charges
14. You are responsible for carrying out a risk assessment to determine the requisite medical and first aid requirements for the event; the parties agree that by carrying out a risk assessment pursuant to clause 5.1 or by agreeing to provide our services we make no warranty that our resources are sufficient for a particular event
15. If our performance of our services is prevented or delayed by your acts or omissions, your agents, subcontractors, consultants or employees, we shall not be liable for any losses sustained or incurred by you that arise directly or indirectly from such prevention or delay and you agree to indemnify and hold us harmless in respect of any of your acts or omissions, your agents, subcontractors, consultants or employees which materially affects our ability to comply with these terms & conditions
16. You are advised to arrange appropriate "Event Cancellation Insurance"; we will not accept liability for any loss which you may incur which could have been covered by such insurance

## 6. Our responsibilities (and limitations to them)

1. We will provide medical, ambulance & first aid services at the event in a manner commensurate with good practice in medical, ambulance & first aid delivery
2. We shall co-operate with you in all matters relating to our services
3. Our own risk assessment may be undertaken for our own purposes; such risk assessment will not negate the need for you to conduct an event risk assessment in accordance with clause 5.1
4. We shall use reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirements that apply at the venue and that have been communicated to us under clause 5, provided that we shall not be liable under these terms & conditions if, as a result of such observation, we are in breach of these terms & conditions
5. Our Medical Manager shall conduct the deployment of our personnel; they are responsible for the health and safety of our personnel and have a legal obligation under the Health and Safety at Work Act 1974
6. In the unlikely event of a life-threatening situation occurring in the vicinity of the event, it is possible that our resources at the event may be requested to respond, should this occur we will advise fully and consult with you; we cannot accept liability for any losses you may incur due to the termination of the event in such circumstances
7. In the event that our resources may at any time need to leave the event in order to obtain further or more definitive medical care for any person they are treating, we will use

reasonable endeavours to give as much notice as reasonably practicable to you before exercising these rights under this clause 6.7; you acknowledge that in certain circumstances our personnel may need to leave the event without notice

8. We shall not have any responsibility 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 these terms & conditions 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 to these terms & conditions
9. Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of these terms & conditions shall be limited to the total cost of the services
10. Nothing in these terms & conditions shall be taken to exclude liability for death or personal injury resulting from our negligence
11. We shall not be responsible for any failure in performance of any of our obligations under these terms & conditions caused by factors outside of our control (including but not limited to fire, storm, flood, terrorism, etc)

## 7. Information provided to and by us

1. If, in our opinion, a suitable level of cover cannot be agreed, or the event appears to put our personnel at unacceptable risk of injury or illness, we reserve the right not to proceed with our services; it remains your sole responsibility as the event organiser 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
2. 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 for a "resource assessment" 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.
3. If upon arrival at the event, our Medical Co-ordinator considers the event to be of a size and volume greater than that originally advised 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 financial loss you may incur due to the termination of the event in such circumstances
4. With regard to details of persons treated by us, personal information will only be provided upon a request by legal representatives and/or by written consent of the individual concerned, subject at all times to the Data Protection Act 1998; general, anonymised statistics will be provided to you on request, when an administrative charge may be made for the delivery of the information

## 8. Limitation of liability

1. This clause sets out our entire financial liability (including any liability for acts or omissions) to you in respect of:



- a. any breach of these terms & conditions
  - b. any use made by you of the services or any part of them
  - c. any representation, statement or tortious act or omission (including negligence) arising under or in connection with these terms & conditions
2. Except as expressly stated in these terms & conditions all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these terms & conditions
  3. Subject to clause 8.5 we shall not be liable for any losses howsoever caused and our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of these terms & conditions shall be limited to the cost of the services
  4. If, acting in accordance with the provisions of these terms & conditions, we suspend the services or one or more resources leave an event pursuant to clause 6 of these terms & conditions, we shall incur no liability to you whatsoever including, for the avoidance of doubt, if you are obliged to cancel the event you acknowledge that you have responsibility to arrange appropriate event cancellation insurance
  5. Notwithstanding the foregoing, nothing in these terms & conditions limits or excludes our liability for death or personal injury resulting from negligence or for fraud or fraudulent misrepresentation by us.
  6. The parties agree that any losses arising out of or in connection with the performance of our services shall be your sole responsibility and you shall indemnify and hold us harmless if as a result of providing our services in accordance with these terms & conditions we incur losses to third parties, provided that for the avoidance of doubt this clause shall not apply to any losses arising out of or attributable to any criminal act or omission by us

## 9. General

1. Each party will ensure that all confidential information received about the other, remains confidential subject to any disclosure required by law (when full consultation will take place between the parties prior to disclosure)
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
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 these terms & conditions (and the related 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
4. If any clause or part of these terms & conditions 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 these terms & conditions and will be ineffective, without, as far as is possible, modifying any other clause or part of these terms & conditions and this will not affect any other provisions of these terms & conditions which will remain in full force and effect
5. The parties to the 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

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. These terms & conditions may only be varied or amended in writing and signed by the parties specifically referring to this clause and stating that these terms & conditions are varied in the manner specified
8. Nothing in these terms & conditions or any arrangement contemplated by it shall constitute either party a partner of the other nor shall the execution, completion and implementation of these terms & conditions 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

## 10. Termination

1. Either party may, on giving notice in writing, terminate the contract immediately if one or more of the circumstances set out below occurs or exists:
  - a. the other party is in default of the agreement and such default, if capable of remedy, is not remedied by the defaulting party within 30 days of written notice of such default by the other party
  - b. the other party is in material default of the agreement which is irremediable
  - c. a breach by the other party of an obligation under these terms & conditions, whether or not it is capable of remedy, which is persistent (a breach is deemed to be "persistent" if it is repeated sufficiently often to have a material impact on the conduct of the party's business and operations and similar breaches are deemed to be instances of the same breach)
  - d. an insolvency event affecting the other party occurs
  - e. there is a change of control of the other party; if a party experiences a change of control it shall immediately notify the other party providing full details of that change of control and if a party is, or ought reasonably to be, aware that a change of control is contemplated it shall immediately notify the other party in writing
2. Termination of the contract, howsoever arising, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination

## 11. Jurisdiction

1. These terms & conditions shall be governed by English Law and the parties consent to the exclusive jurisdiction of the English Courts