



## EMS-Standard Terms and Conditions for Public Events:

In these terms and conditions 'We', 'Our', 'Us' refers to EMS and 'You', 'Your' refers to the party contracting with EMS. 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

1. All orders for Us to provide services at Your event ('the event') must be placed by You using Our 'Event Medical Request' which can be found on our website.
2. We are a Commercial Organisation and operate on a "first come, first served" basis for all event medical cover. We cannot therefore guarantee that any particular request for Us to provide services will be accepted without assessment of our current commitments on the dates you are requesting medical support.
3. 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

1. Our charges are as set out in the tariff for resources, which forms part of these terms and conditions. All ambulance and primary onsite services are not subject to VAT.
2. The charges as set out in the tariff for resources are applied for events of not more than eight hours duration, between the hours of 08:00 and 18:00. Events outside these hours may be subject to a surcharge, dependant on the start and finish times and the duration of the event. Where an event is over 8 hours in length a Pro-Rata (Hourly Rate) will be applied.
3. For events where the duration is greater than five hours, time must be allowed for our personnel to take refreshment and comfort breaks.
4. Once at the event, regardless of the duration, the finish time specified on the booking form shall be considered as the finish time of the event. If an event continues beyond this finish time, We reserve the right to leave the event at the specified finish time. Any possible overrun must be discussed with the EMS duty manager at the event as soon as possible. The decision is at the discretion of the EMS duty manager at the event. Where personnel are willing to remain at the event, the relevant excess duty charges shall apply. In all incidences where the finish time exceeds that of the stated time on the booking form, excess duty charges will become payable on a pro-rata basis.
5. A mileage charge may be made, for EMS vehicles to attend the event outside a 50 mile radius of our operational ambulance station.
6. A subsistence fee will be charged for events exceeding five hours, where food and refreshments are not provided. If You are not providing food and refreshments You are required to make payments according to Our subsistence fees.
7. If You wish to cancel Your request for Our attendance at Your event You will incur the following fees for doing so:
8. *More than 30 days notice 40% of invoice total due.*
9. *Less than 30 days but more than 14 days notice 60% of invoice total due.*
10. *Less than 14 days but more than 7 days notice 80% of invoice total due.*
11. *Less than 7 days notice 100% of invoice total due.*
12. A £35.00 admin fee will be made for all cancelled bookings in addition to the stipulated charges due.

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13. Terms of payment are shown clearly on the invoice. If payment is not made within the scope of the specified terms We reserve the right to charge interest on the full balance outstanding inline with current Statutory Interest Tariffs.

### **3. Your responsibilities**

1. As the organiser of the event 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. Any threats or acts of violence to any member of EMS or medical support staff will result in the immediate request for Police assistance. EMS has a Zero-Tolerance policy to all acts of aggression and threatening behaviour and will enforce this policy by way of the police and prosecution of those offenders.
3. 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).
4. If Your event exceeds five hours, You must supply food and refreshments for Our personnel. Alternatively a subsistence fee will be payable by You.
5. You must ensure that We have free and clear access and egress to and from the site of the event for Our personnel and emergency vehicles.
6. You must ensure that all additional medical personnel at the event (such as MSA Paramedics, Doctors/Nurses or other Healthcare Professionals) are made known to Our personnel, before the commencement of the event.
7. You must adhere to any request made by EMS staff to stop the event while treatment takes place.
8. 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.
9. 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.
10. 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. Our responsibilities (and limitations to the same)**

1. We will provide medical services at the event in a manner commensurate with good practice in first aid delivery and of the skill level of the staff being provided to the event. 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.
2. We may carry out Our own risk assessments, but these are for Our own purposes. You remain fully responsible for Your event (see Your responsibilities above).
3. Our EMS duty manager at the event shall conduct the deployment of Our personnel. They are responsible for the health and safety of Our members and have a legal obligation under the Health and Safety at Work Act.
4. In some cases where a small medical present has been dictated It may be necessary for Our personnel and or ambulance/s to leave the event, in order to obtain further medical care for any person they are treating. This may involve an ambulance crew leaving with a patient to the nearest A&E department. We accept no liability should this mean that the event has to temporally cease due to such a reduction of medical cover. EMS has a duty of care to prevent the patient's condition worsening, and will place this care over any requirement you may have for onsite cover in a emergency, life-threatening or critical situation.



5. In the unlikely event of a major incident occurring elsewhere within the country, We may be called away by a Local Authority, Statutory NHS Body, or other emergency agency, such as NHS Organ Transplant Team. We therefore reserve the right to leave Your event if We conclude that other demands for Our services must take precedence. We will inform You before leaving Your event. Should such an instance occur, no charges will be made to You for any provision We have made at the event. We accept no liability for any losses You may incur due to the termination of the event in such circumstances.
6. In the unlikely event of a life threatening situation occurring in the vicinity of Your event, 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.
7. EMS personnel provide their services in line with current NHS guidelines, JRCALC Guidelines and EMS company policy. Acceptance of all events is subject to the availability of appropriately qualified clinical staff. In the unlikely event that insufficient medical 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. Should adequate resources remain unavailable, We reserve the right to provide not less than one weeks notice to the named contact person on the booking form, of Our intent to withdraw from the event. 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 resources, 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 event for reasons as set out in this Clause.
8. 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.
9. 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.
10. 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.
11. Nothing in this Contract shall be taken to exclude liability for death or personal injury resulting from Our (or Our personnel's) negligence.
12. 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, closure of central roads/motorways, "running" emergency calls, or requests from Statutory Services to render aid etc.)

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

1. If, in Our opinion, a suitable level of cover cannot be agreed, or Your event appears to put Our staff at unacceptable risk if injury or illness, We reserve the right not to proceed with Our services. However, it remains Your sole responsibility as the body organising the event 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. EMS are able to advise based on the HSE Purple Guide of suitable resources to meet the minimal legal requirement for Your type of event. The final decision is Your responsibility, and it is down to You to ensure the provision of medical support is both adequate and legal.

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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 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. If upon arrival at the event, the senior member or officer in attendance considers the event 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 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 loss you may incur due to the termination of the event in such circumstances.
3. With regard to details of persons treated by EMS 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**

1. Any complaints or disagreements regarding Our services or Our personnel should be taken up with the EMS Duty Manager at the event. If the issue cannot be resolved, all complaints must be made in writing to either the Operations Manager, or Director of Services Our respective county office (see address on headed paper).

#### **7. General**

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).
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 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.
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.
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.
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. 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.
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.
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.

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**8. English Law and jurisdiction of English Courts**

1. The Agreement shall be governed by English Law and the parties consent to the exclusive jurisdiction of the English Courts.

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