

Immediate Care Medical Services Ltd medical first aid cover - Standard terms and conditions

These standard terms and conditions of Business are deemed to form part of the agreement to which they are expressly incorporated:

- 1) In these Standard Terms of Business the following Terms shall have the following meanings unless the context otherwise requires):
 - a) In these standard terms and conditions 'we', 'our' refers to Immediate Care Medical Services Ltd and 'you', 'yours' refers to the party contracting with Immediate Care Medical Services Ltd. 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.
 - b) The headings in these Standard Terms of Business are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of any of the Terms.

Level of cover:

1. When we receive your request for first aid cover we will send you a pre-event form, which must be returned to us 5 working days before the event.
2. A risk assessment will then be carried out based on the information you have provided. Normally, this will allow us to determine an appropriate level of cover for your event (this risk assessment does not absolve you of your own responsibility under the Health and Safety at Work Act to carry out your own risk assessment).
3. The issuing by Immediate Care Medical Services Ltd of a quotation is not a binding offer and we will only assume the contractual liability once we have accepted in writing your confirmation that the quotation meets your requirements.

Acceptance of event cover:

1. Once we have determined the appropriate level of cover, we will send a quotation to you based on the timings and duration of the event. Please note that there is a minimum charge equivalent to four hours of cover. Should you wish to accept this quotation, please confirm your booking by email to office@immediatecaremedical.co.uk within 10 working days. If we do not receive it within this period and you have not contacted us, we will assume that you do not wish to use our services and the event request will be deleted. Once we receive your email confirmation, we will confirm by email our acceptance of the event cover.

Refusal of event cover:

1. Whilst we are committed to making every effort to assist you, we may also feel, after completing our risk assessment, the event presents an unacceptable risk to our staff. In these circumstances we will advise you of our decision as soon as possible. We may also be unable to do assist you because of workload or the short notice provided.

Payment terms:

1. We will invoice you in line with our original quotation unless additional cover has been provided or the level of cover has been varied.
2. If an event continues beyond the stated finishing time, it must be clearly understood that cover will only be continued at the discretion of the immediate Care Medical Services Ltd event manager. If cover is extended by agreement, the invoice will be adjusted to include the additional duration at the standard hourly rate for that event.
3. Our original quotation includes a reasonable level of consumables and medical supplies. If the level of consumables or medical supplies used is excessive, we reserve the right to make an additional charge.
4. Payment is due on receipt of invoice. Medical first aid services are VAT exempt and charges will not be liable for VAT.

Charges for late cancellation:

1. We reserve the right to make a charge for cancellation at short notice as resources will already have been committed.
2. No charge will be made if written cancellation is received by us more than 10 working days before the event.
3. If written cancellation is received between 6 and 10 working days before the event, 25% of the quotation is payable.
4. If written cancellation is received between 1 and 5 working days before the event, 50% of the quotation is payable.
5. If cancellation is received within 24 hours of the event start time, we reserve the right to charge for the full amount of the quotation.

Your responsibilities on the day:

6. As the organiser of the event you retain full responsibility for ensuring that a satisfactory risk assessment has been carried out for the event.
7. You must ensure that your event is properly controlled and that all risks to our personnel are minimised. In particular, you must comply with any request by our personnel to stop the event to allow necessary treatment and care to take place in safe conditions. You must also advise us of any other contracted healthcare providers at the event and ensure that all additional personnel at the event are made known to our personnel before the event commences. You must ensure that our vehicles have unrestricted access and exit from your site at all times.
8. 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).
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.

Our responsibilities (and limitations to the same)

1. We will provide first aid services at the event in a manner commensurate with good practice in first aid 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 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. 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 first aid cover.
4. Our event manager for your event is responsible for the health and safety of our staff and has a legal obligation under the Health and Safety at Work Act. Our event manager will be responsible for conducting the deployment of our personnel.
5. 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 first aid 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.
6. In the unlikely event that insufficient personnel/equipment are available for your accepted event, we reserve the right to provide not less than 21 days' notice to the named contact person on the pre-event 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 above.

7. In view of the circumstances specified earlier, 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.
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.
9. Subject to the clause 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.
10. Nothing in this Contract shall be taken to exclude liability for death or personal injury resulting from our (or our personnel's) negligence.
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.)

Information provided by and to Immediate Care Medical Services Ltd

1. If, in our opinion, a suitable level of cover cannot be agreed, we reserve the right not to proceed with our services. It remains however 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.
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 Immediate Care Medical services Ltd event manager 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. Details of persons treated by Immediate Care Medical Services Ltd personnel, and their 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.

Entire Agreement, amendment, Waiver

1. The agreement, these terms and the documents referred to in them contain the whole agreement between the parties and supersede any previous agreement between them relating to the subject matter of the agreement, whether written or oral. The parties acknowledge that neither of them has relied upon any representation, written or oral, of any person but only as expressly set out in the agreement.
2. Any valid alteration to or variation of the Agreement must be in writing and signed on behalf of each of the parties by a duly authorised representative.
3. No failure of either party to enforce at any time or for any period any term or condition of the agreement shall constitute a waiver of such term or of that party's right later to enforce all terms and conditions of the Agreement

Severance:

1. If any provision of the agreement or these terms is declared by any judicial or other competent authority to be illegal, void, voidable or otherwise unenforceable, or indication of the same is received by either of the parties from any relevant competent authority, such provision shall be deemed severed and the remaining terms shall remain in full force and effect.

Confidential Information:

1. The parties agree to treat as secret and confidential and not at any time for any reason during or after the termination of the agreement to disclose or permit to be disclosed or made use of any confidential information concerning the other's business customers, suppliers or associated companies which they may acquire in the course of the agreement or any other information expressly identified as confidential information in these Terms. For the avoidance of doubt, the restrictions in this term shall not prevent:
 - a. The disclosure or use of information in the proper performance of our duties;
 - b. The disclosure of information if required by law; or the disclosure of information which is already in the public domain otherwise than through unauthorised disclosure by Immediate Care Medical Services Ltd or you the client.
 - c. Nothing in the agreement shall prevent Immediate Care Medical Services Ltd from using the your name in any list of clients used by the Immediate Care Medical Services Ltd for its own promotional purposes unless the you have notified Immediate Care Medical Services Ltd in writing that it is unwilling for its name to be so used.
 - d. The provisions of this term shall survive the expiry or termination of the agreement

General:

1. 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.

Complaints:

1. Any complaints or disagreements regarding our services or our personnel should be taken up with the Immediate Care Medical Services Ltd event manager at the event. If the issue cannot be resolved, all complaints must be made in writing to the Managing Director of Immediate Care Medical Services Ltd, Newhall Court, 47 George Street, Birmingham, B3 1QA.

Proper Law and Jurisdiction

1. The Agreement is governed by and is to be construed in accordance with the laws of England and Wales and each party hereby irrevocably agrees to submit to the exclusive jurisdiction of the Courts of England and Wales