

Primary Ambulance Services Ltd

General Terms and Conditions for Ambulance Transport Services

1	Orders / Acceptance to Accept Services (Ambulance Transport Services)
1.1	All orders to provide services to the Customer shall be placed by the Customer through the Contractor's "Transport Booking Form" or an alternative method if agreed by the parties.
1.2	We cannot guarantee that any particular request for The Contractor to provide services will be accepted.
1.3	The issue by the Contractor of a quotation is not a binding offer and the Contractor will only assume contractual liability once the contract / request and terms have been accepted in writing by the Customer and approved by the Contractor.
1.4	The term 'Commitment' below, is deemed to refer to any one or more 'shift', 'single patient journey' or longer term requirement using multiples of the same.

2	Charges
2.1	Our charges are subject to change at any time without notice.
2.2	The charges are set out in the Rate Card and are applied for transport commitments between the hours of 08:00 and 18:00. Commitments outside of these hours may be subject to a surcharge, dependant on the start and finish times and the duration of the Commitment. Commitments booked where part or all of the duration is outside of these times may be charged an "Unsociable Hours Charge", this would be made clear within any quotation sent to "the Customer". Bookings on Bank Holidays and Public Holidays may be subject to surcharge.
2.3	For Commitments where the duration is greater than 6 hours, time and resources must be allowed for the Contractor's personnel to take breaks.
2.4	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 Contractor's contractual obligation. The Contractor's personnel reserve the right to refuse any work, which will take them longer than the remaining shift time to complete. If the Contractor's personnel agree to continue working past their designated, agreed finish time, this must be approved by the Contractor and the Customer as additional charges would become payable.
2.5	The Contractor's personnel reserve the right to leave the Commitment at the pre-booked finish time, The Customer should understand that Contractor's personnel may be required to attend commitments elsewhere directly after working on the Customer's behalf, so may not be able to remain at the Customer's Commitment after the pre-booked finish time. If there is a high likelihood of the Customer's Commitment requiring cover after the pre-booked finish time, please highlight this at the booking stage to enable the Contractor to adequately plan crew deployment and reach an individual agreement with the Customer.
2.6	A mileage charge is payable at an agreed rate (as per standard rate card) for any mileage over and above the agreed inclusive mileage bundle per journey/shift.
2.7	If the Customer wishes to cancel the request for the Contractor's service, The Customer must give the Contractor notice to be received and confirmed by the Contractor prior to the shift start as per the cancellation information below. 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:

Table 1: Cancellation in respect of Ambulance Transport Cover:

Ambulance Transport: Cancellation Notification Received (Hrs Prior to the Commitment)	Ambulance Transport: Cancellation Fee (% of Total Quoted Fee)
More than 48 Hours Prior to the Commitment.	0% of Total Quoted Fee
48 Hours or less Prior to the Commitment.	25% of the Total Quoted Fee
Less than 12 hours prior to the commencement of the commitment	100% of the Total Quoted Fee

2.8	The above table of charges is to be used in all cases where a local agreement has not been made, e.g. slight changes may be made to this policy in the negotiations for a longer term contract or multiple dates of cover.
2.9	Cancellation of short notice requests, will still be charged under this policy.
2.10	Terms of payment are 7 days from the date of invoice (Except where a contract or client specific agreement is made). Late Payments will incur a late payment charge of 10% of the total invoiced fee in addition to the invoiced fee per 7 day period or part thereof after the initial agreed term until the invoiced payment is received in cleared funds. Primary Ambulance Services reserves the right to pass any debts to our nominated debt collection agent if payment is not received in full at or before the end of the agreed payment term. All additional costs and charges incurred by delayed payment will be added to the debt amount and will be payable by the Customer.
2.11	The Contractor reserves the right to cancel planned commitments or to revise the schedule of bookings in the case of actual or forecast of inclement weather which are subject to a Meteorological Office severe weather warning, for example snow, high winds or flooding, especially where this may pose a risk to the safety of the Contractor's staff, resources and service users. Where this is the case, a cancellation fee will not be levied.
2.12	The preferred method of receiving payment is via BACS, Payments to the Contractor by Cheque or Cash are subject to a £3.00 surcharge per transaction, to cover transaction charges levied by our bank. Credit and Debit Card Payments are also Acceptable.

3	The Customer's Responsibilities
3.1	As the authority making the booking, The Customer is responsible for ensuring that information provided to the Contractor's personnel is accurate.
3.2	If the booking/workload exceeds 6 hours, the Customer is responsible for ensuring that our staff are allowed adequate time for breaks. This will be included in the "Booked/Shift" Time.
3.3	The Customer is responsible for ensuring the Contractor's personnel are informed of any change in the Patient's condition at all times prior to the collection of the patient.
3.4	The Customer is responsible for ensuring the Contractor's personnel are given a formal clinical handover prior to their acceptance of the patient.

4	Our responsibilities (and limitations to the same)
4.1	The Contractor will provide Ambulance Transport Services in a manner commensurate with good practice in ambulance service delivery.
4.2	The Contractor may carry out its own Risk Assessments, but these are for the Contractor's own purposes. The Customer will remain fully responsible for The Commitment (see The Customer's responsibilities above).
4.3	In the unlikely event of a major incident occurring elsewhere within the Country, The Contractor may be called away by a Local Authority, Statutory Body, or other Emergency agency. We therefore reserve the right to leave the Customer's Commitment, if the Contractor concludes that other demands for the Contractor's services take precedence. The Contractor will inform the Customer before leaving the Customer's Commitment. Should such an instance occur, no charges will be made to The Customer for any provision the Contractor has made at the Commitment. The Contractor accepts no liability for any losses The Customer may incur due to the termination of the Commitment in such circumstances.
4.4	Many of the Contractor's staff work on a part time basis, 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, the Contractor reserves the right to provide not less than 24 hours' notice to the named contact person, of the Contractor's intent to withdraw from the Commitment. The Contractor also reserves the right to provide not less than 2 hours' notice to the named contact person, of the Contractor's 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 the Contractor's services, to ensure an appropriate system/route of communication is made known to the Contractor. The Contractor accepts no liability for any losses the Customer 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 the Contractor may sub-contract part or all cover of a particular commitment to reputable local organisations, full details of other resources involved will be available upon request in this case.
4.5	Neither the Contractor nor its 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 in an emergency situation.
4.6	Subject to Clause 4.7 below, neither the Contractor nor its personnel shall have any liability to the Customer 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.
4.7	Nothing in this Contract shall be taken to exclude liability for death or personal injury resulting from Our (or Our personnel's) negligence.
4.8	The Contractor shall not be liable for any failure in performance of any of its obligations under the Agreement caused by factors outside of its control (including but not limited to fire, storm, flood etc.)

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5	Information Provided to and by Primary Ambulance Services Ltd;
5.1	Acceptance of all Commitments (and the fees quoted) for the provision of Transport Services is made on the understanding that the details of the Commitment submitted to the Contractor are accurate and correct. If the Contractor is notified of changes to these details, such as deterioration in the patient conditions, levels of resources, duration, time or location of requirement, it reserves the right to revise its fees, or to reconsider its acceptance of the Commitment. If upon arrival at the Commitment, the Contractor's senior member of staff in attendance considers the Commitment to be of a higher risk than stated on the booking form or subsequent correspondence, the Contractor reserves 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 the Contractor accepts no liability for any loss the Customer may incur due to the termination of the Commitment in such circumstances.
5.2	With regard to details of persons treated or transported by the Contractor's 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 General Data Protection Regulations, Data Protection Act, Associated Regulations and Guidance and Regulations from ICO (Information Commissioners Office), except where an official "Information Sharing" Agreement is in place, for example, working on behalf of an NHS Trust or another Ambulance Organisation.
6	Complaints and Compliments
6.1	Any complaints or disagreements regarding the Contractor's services or its personnel should be taken up with the Contractor's Manager or Senior Staff Member at the Commitment. If the issue cannot be resolved informally, all complaints must be made in writing to the Managing Director at the Contractor's registered address or by email to enquiries@primaryambulanceservices.co.uk
7	General
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 the Customer is subject to the Freedom of Information Act 2000, then the Customer agrees that before disclosing any information about the Contractor, the Customer will consult with the Contractor 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 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 document 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 any 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	Any 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	Any 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 the agreement. Nothing in this clause shall be taken to exclude liability for fraudulent misrepresentation.
7.9	Nothing in any 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 to the contrary, Primary Ambulance Services Ltd. reserves the right to take promotional photographs whilst at the Customer's Commitment for the use by The Contractor for marketing, training 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	Any Agreement shall be governed by English Law and the parties consent to the exclusive jurisdiction of the English Courts.