

Primary Ambulance Services Ltd

General Terms and Conditions for Event Medical and Event Welfare Cover

1	Orders/ Acceptance to Accept Services (Event Medical/Welfare Cover or Ambulance Transport Services)										
1.1	All orders to provide services to the Customer shall be placed by the Customer through the Contractor's "Event Cover Enquiry 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 event' or longer term requirement using multiples of the same.										
2	Charges										
2.1	Our charges are as subject to change at any time without notice, although once a quotation has been received by "The Contractor", having been agreed by "the Customer", 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	The charges as set out in the Tariff of Charges and are applied for Commitments of not more than 8 hours duration, 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 "Unsocial 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	In respect of Events and Welfare Cover, once at the Commitment, regardless of the duration, the finish time specified on the booking and quotation shall be considered the finish time of the Commitment. The Contractor reserves the right to leave the event at the booked "Finish" time irrespective of whether the event has ended. The responsibility for highlighting the requirement for medical cover after the booked finish time lies with the event organiser. It is also the responsibility of this person to discuss this issue with the Contractor's 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 Contractor's 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. Where additional charges are added for "Unsocial Hours Working" or "Bank Holiday Working", these additional charges will be taken into account and included prior to calculating the overtime charge.										
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. A Pre-booked overtime situation will be charged at a lower rate than an "Unauthorised" overtime situation, so it would be in the Customer's best interest to make the Contractor aware of the potential for an additional time requirement at the booking stage.										
2.6	A mileage charge may be made in addition to any Resource Charges on the Customer's Quotation. An estimate of Base to Commitment Mileage Charges will appear on the Customer's quotation as required.										
2.7	If the Customer wishes to cancel the Customer's request for the Contractor's attendance at the Commitment, The Customer must give the Contractor written notice to be received at the Contractor's 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: Table 1: Cancellation in respect of Event Medical/Welfare and Ambulance Transport Cover:										
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Event Medical/Welfare Cover: Cancellation Notification Received (Days Prior to the Commitment)</th> <th style="text-align: center;">Event Medical/Welfare Cover: Cancellation Fee (% of Total Quoted Fee)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">More than 30 Days prior to the Commitment.</td> <td style="text-align: center;">0% of the Total Quoted Fee</td> </tr> <tr> <td style="text-align: center;">More than 14 Days Prior to the Commitment.</td> <td style="text-align: center;">25% of the Total Quoted Fee</td> </tr> <tr> <td style="text-align: center;">More than 7 days Prior to the Commitment.</td> <td style="text-align: center;">50% of the Total Quoted Fee</td> </tr> <tr> <td style="text-align: center;">Less than 7 days Prior to the Commitment.</td> <td style="text-align: center;">100% of the Total Quoted Fee</td> </tr> </tbody> </table>	Event Medical/Welfare Cover: Cancellation Notification Received (Days Prior to the Commitment)	Event Medical/Welfare Cover: Cancellation Fee (% of Total Quoted Fee)	More than 30 Days prior to the Commitment.	0% of the Total Quoted Fee	More than 14 Days Prior to the Commitment.	25% of the Total Quoted Fee	More than 7 days Prior to the Commitment.	50% of the Total Quoted Fee	Less than 7 days Prior to the Commitment.	100% of the Total Quoted Fee
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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 event cover.										
2.9	If a Commitment is postponed by the Customer, and The Contractor is required and confirmed to provide medical cover for the new date a cancellation fee will not be charged, however, if the Contractor is not required to provide cover on the new date, the Customer will be charged a cancellation fee as in Clause 2.7.										
2.10	Short Notice Commitments (i.e. Booked under 28 days in advance of the event), which are subsequently cancelled, will still be charged under this policy.										
2.11	Standard 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.										
2.12	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.										
2.13	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 Organiser of the Commitment The Customer retains full responsibility for ensuring that a satisfactory Risk Assessment has been carried out for the Commitment and that copies are sent to the Contractor's office no less than 7 days in advance of the Commitment.										
3.2	The Customer must ensure that the Commitment is properly policed, so that the Contractor's personnel do not find themselves in threatening situations.										
3.3	In respect of Events Medical and Event Welfare Cover:										
3.3.1	The Customer must ensure that an area for the treatment and management of patients and welfare service users is clearly defined. An appropriate dry, covered, clean area must be provided either by the Customer or by the Contractor (at the Customer's expense).										
3.3.2	The Customer must ensure that the Contractor has free and clear access and egress to and from the site of the commitment for the Contractor's personnel and vehicles and for Emergency Vehicles. (This also includes Contractor's personnel private transport).										
3.3.3	The Customer must ensure that all additional medical/welfare personnel at the commitment are made known to the Contractor's personnel, before the commencement of the commitment.										
3.3.4	The Customer must comply with any request by the Contractor's personnel to stop the commitment while treatment takes place. (Usually for safety reasons)										
3.3.5	The Customer's staff should be made aware of where the first aid and welfare personnel and / or ambulances are located, to assist any requests from participants or spectators.										
3.3.6	Should the Event be of such a size that the Customer is using, maps, plans and or radio equipment, the Contractor's personnel should be provided with similar equipment? It is the Customer's responsibility to ensure an appropriate system/route of communication is made known to the Contractor.										
3.3.7	The Customer is responsible for ensuring that all necessary licenses to operate the commitment 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 the Contractor as a fundamental breach of this Agreement, in which case the Contractor shall be entitled to immediately terminate the commitment. This will not affect the Contractor's right to be paid for its services (whether performed or not).										
4	Our responsibilities (and limitations to the same)										
4.1	The Contractor will provide Medical and/or Welfare services at the Commitment in a manner commensurate with good practice in first aid, event welfare and 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).										

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4.3	In Respect of Events, the Contractor's Duty Manager at the Event shall conduct the deployment of the Contractor's personnel. They are responsible for the health and safety of the Contractor's 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 the Contractor's staff to leave the Event, in order to obtain further medical or specialist care for any person they are treating. The Contractor accepts no liability should this mean that the Event has to cease due to such a reduction of medical or welfare cover.
4.5	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.
4.6	In respect of Events, in the unlikely event of a life-threatening situation occurring in the vicinity of the Customer's Commitment, any ambulance at the Customer's Event may be requested to respond (subject to reduced first aid provision remaining at the Event). Should this occur, the Contractor reserves the right to leave the Event without notice. The Contractor accepts no liability for any losses the Customer may incur due to the termination of the Event, should the cause be due to the Contractor's full or partial withdrawal.
4.7	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 1 weeks' notice to the named contact person on the booking form, of the Contractor's intent to withdraw from the Commitment. The Contractor also reserves the right to provide not less than 24 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.
4.8	In view of the circumstances specified earlier in this document, The Customer is advised to arrange appropriate "Event Cancellation" insurance. We will not accept liability for any loss which the Customer incurs in relation to cancellation which could have been covered by such insurance.
4.9	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.
4.10	Subject to Clause 4.11 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.
4.11	Nothing in this Contract shall be taken to exclude liability for death or personal injury resulting from Our (or Our personnel's) negligence.
4.12	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.)
5	Information Provided to and by Primary Ambulance Services Ltd;
5.1	If, in the Contractor's opinion, a suitable level of cover cannot be agreed, or the Customer's Commitment appears to put the Contractor's personnel and subcontractors at unacceptable risk of injury or illness, the Contractor reserves the right not to proceed with its services. However, it remains the Customer's 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 the Contractor are accurate and correct. If the Contractor is notified of changes to these details, such as levels of resources, duration, time or location of Event, 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 larger or 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.
5.3	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)
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 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 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.