

Event Cover Terms and Conditions (LE001) (Last Updated 03/01/2014)

These terms set out our agreement to provide first aid/medical services at the Event for you to take place on the dates and times ('the Duration'), and at the locations detailed in our quotation to you.

1. Our Obligations

- 1.1** We will provide the facilities and services for the Duration of the Event as set out in our quotation ('the Services').

We reserve the right to amend the Services or these Terms or terminate this Agreement for the following reasons:

- health and safety reasons;
- circumstances beyond our reasonable control; and
- any material or significant change to your Request for Cover. We are entitled to rely on any information given by you or provided in the Request for Cover to determine whether there has been a material or significant change.

- 1.2** We reserve the right to:

- 1.2.1** amend the Fee set out in clause 3 below if the period that first aid cover is required exceeds the Duration by 1 hour or more; and
- 1.2.2** remove the equipment and / or personnel supplied at the time that the Event is expected to finish unless agreed otherwise with you
- 1.2.3** remove equipment and personnel should we be placed in threatening positions from participants/spectators/attendees to your Event
- 1.2.4** cancel any future bookings without liability if outstanding invoices are unpaid

- 1.3** Additional charges may be made at our current rates.

- 1.4** In the unlikely event of a life threatening emergency occurring in the vicinity of Your Event, any vehicle or member of the medical team 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.

- 1.5** You are advised to arrange appropriate "Event cancellation insurance". We will not accept any liability for any loss you incur in relation to cancellation which could have been covered by such insurance.

- 1.6** 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.

- 1.7 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, road accidents, traffic congestion, adverse weather etc).
- 1.8 We may on occasions utilise the services and staff of other companies. In this case any claims for negligence, malpractice or mismanagement including legal proceedings will be dealt with by those companies respectively and not by Ourselves.

2. Your Obligations

- 2.1 As the organiser of the Event, You retain full responsibility for ensuring that a satisfactory Risk assessment has been carried out for the Event.
- 2.2 You must ensure that the Event is properly policed, so that Our personnel do not find themselves in threatening positions.
- 2.3 You must ensure that an area for the treatment of patients and protection of staff is clearly assigned. A dry, covered clean area must be provided by either You or by Us (if Us, a First Aid Treatment Tent can be provided at an additional cost). Drinking water must be made available for both patients and staff.
- 2.4 If the event exceeds 4 hours, please inform us as to whether you will or will not be providing food and drink for staff so that We can make provisions. We reserve the right to make an additional charge on top of any agreed quote where food and drink is not provided for events which exceed 4 hours.
- 2.5 You must ensure that We have free and clear access and egress to and from the site of the Event and adequate parking for our vehicles. If parking is not available, We must be informed at booking.
- 2.6 You must ensure that all additional medical personnel at the Event are made known to Our personnel prior to the event commencing and vice versa.
- 2.7 You must adhere to any request to suspend the event if warranted due to necessary treatments.
- 2.8 Your Event staff should be made aware of where the first aid post, personnel and / or vehicle(s) are located, to assist any requests from Us to participants or spectators.
- 2.9 Should the Event be of such a size that You are using maps, plans or radios, Our personnel should be provided with them. It is Your responsibility to ensure an appropriate system / route of communication is made known to Us.
- 2.10 You are responsible for ensuring that all the necessary licenses to operate the Event have been obtained and for compliance with all conditions associated with such licenses 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 Our Services but this will not affect Our rights to be paid for Our services (whether performed or not).

3. Payment and Cancellation

- 3.1
 - a) The fee for provision of the Services (**'the Fee'**) is defined in our quotation, payable no later than 28 days after receipt of our invoice to you. If a deposit is required, a part-invoice will be sent out.
 - b) The fee for any other service or item (**'the Fee'**), not defined in a quotation is payable no later than 28 days after receipt of our invoice to you. If a deposit is required, a part-invoice will be sent out.

- 3.2** Any payment terms defined on the invoice will override clause 3.1 above.
- 3.3** If vehicles are booked or provided, then an additional charge per mile will be applied to the final invoice for any mileage incurred during the course of the duty as defined in the quotation. If payment is received in full before this charge is added to the final invoice, then an additional invoice will be raised with an administration charge of £10.
- 3.4** If you cancel the Event you will pay us:
- a)** 40% of the Fee if the cancellation is more than two weeks before the Event.
 - b)** 50% of the Fee if the cancellation is between three and 14 days before the Event.
 - c)** The full Fee is payable if the cancellation is less than 72 hours before the Event.
- 3.5** Refunds will not be made for any issues in relation to clauses 1.2.2, 1.2.3, 1.4, 1.6, 1.7, 1.8, 2.1 and 4.
- 3.6**
- a)** If payment has not been received 30 days after the date the invoice is due, we reserve the right to charge interest on the full invoice amount at 8% above the Bank of England Base Rate.
 - b)** For each invoice raised under clause 3.6, an administration fee of £50 will be incurred. If multiple invoices are raised to recover interest, then the administration fee will be applied to each invoice.
 - c)** Payment for any invoice raised under clause 3.6 is due within 7 working days of the invoice date.
- 3.7**
- a)** We reserve the right to refer unpaid invoices to a debt collection agency. Any invoices referred to a debt collection agency will incur a charge of £40 for debt upto £999.99, £70 for debts of £1,000 to £9,999.99 and £100 for debts of £10,000 or more in addition to any late payment fees already applied and any debt collection agency fees to be paid at time of payment to the debt collection agency.
 - b)** For each invoice raised under clause 3.7, an administration fee of £50 will be incurred.
 - c)** Payment for any invoice raised under clause 3.7 is due within 7 working days of the invoice date.

4. Major Emergencies

We reserve the right to suspend performance of our obligations under this Agreement to enable us to respond to major internal or external emergencies or for any other act, event or omission beyond our reasonable control. In such circumstances MedAid Services will liaise with statutory services to ensure an appropriate course of action is adopted.

5. Limitation of Liability

Nothing in this contract shall be taken to exclude liability to any patient for death or personal injury resulting from Our (or Our personnel's) negligence.

Subject to the paragraph above, 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 or other claims however arising out of or in connection with the provision of

the Services under the Agreement, and the total liability of MedAid Services under or in connection with the performance of this Agreement shall not exceed ten thousand pounds (£10,000).

For the avoidance of doubt, MedAid Services shall not be liable to you for any loss or damage caused by any failure of your part to comply with your obligations in clause 2 above.

No partnership between the parties shall arise under these Terms and no third party shall have any legal claim against MedAid Services arising out of the performance of these Terms.

6. Binding Contract

When a copy of these Terms have been signed by us and by you and received by each of us, or a signed quotation has been received, they will, together with a letter of confirmation (sent via post or email) from MedAid Services, form a contract which is legally binding on us both.

If a copy of these Terms have not been signed by us and by you and received by each of us, or a signed quotation has not been received prior to an event, the turning up of MedAid Services at your event constitutes acceptance on both parties and form a contract which is legally binding on us both.

7. Entire Agreement

These Terms supersede all prior representations, arrangements, understandings and agreements between us (whether written or oral) relating to the Services, and sets out the complete and exclusive agreement and understanding between us relating to the Services.

8. Jurisdiction

These Terms shall be governed in all respects by the law of England and Wales and we both hereby agree to submit to the non-exclusive jurisdiction of the Courts of England and Wales.