

Terms and Conditions for Event Medical Cover, Consultancy and Training

Agreement

This document set outs our terms of business (the “Terms”) for the provision of event first aid in the United Kingdom for Risk Medical Rescue (RMR). Risk Medical Rescue (RMR) is the trading name of Risk Medical Rescue Limited, company number 085115607.

Definitions

Duration	the time for the event identified in the quotation
Event	the public gathering for which we have agreed to provide medical and first aid services to
Quotation	the quotation document sent to a person or organisation requesting the provision of first aid services
Services	the medical services to be provided by us to You at the Event
You	the person or organisation to whom the Services will be provided

1. Our Obligations

1.1 We will provide the services and facilities stipulated in our quotation or as otherwise agreed in writing with you.

1.2 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 First Aid 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.

1.3 We reserve the right to:

- amend the fee set out in the Quotation if the period that first aid cover is required exceeds the agreed duration and
- remove the equipment and/or personnel supplied at the time that the event is expected to finish unless agreed otherwise with you.

1.4 Additional charges may be made at our current rates which are available upon request.

2. Your Obligations

- 2.1 You should ensure that the event has at least the minimum medical resources in attendance in accordance with current legislation, regulation, and best practice guidance.
- 2.2 If additional provision is made for healthcare professionals, they must have the relevant insurance, professional registration and must be equipped and competent to practise at the event.
- 2.3 All medical facilities provided by you (first aid rooms/units) must be clean, appropriately equipped and maintained and of sufficient size to provide care for likely casualties.
- 2.4 Every first aid post must be in a sterile location ensuring that barriers are provided where appropriate.
- 2.5 Every first aid post must have, where necessary, water and toilet facilities for staff and patients who attend where necessary.
- 2.6 The site and each first aid/medical facility must have clear and visible signs indicating the location of first aid facilities.
- 2.7 Our ambulance(s), if supplied, is (are) provided for the medical care and hospitalisation of sick or injured persons. Where medically indicated, you acknowledge that our ambulance(s) may be used to transport such persons to a place of definitive medical care.
- 2.8 We will rely on the information provided by you to assist our preparations for and attendance at the event. You must immediately inform us of any changes to the information provided by you in the above Request.

3. Payment and Cancellation

The fee for provision of the Services (**'the Fee'**) is set out in the Quotation and will include VAT where this is chargeable. It is payable no later than 14 days after receipt of our invoice to you (*in cases that the event is booked less than 14 days, full payment should be made prior the event*)

If you cancel the event, you will pay us:

- (a) 10% of the quoted fee [plus VAT] if the cancellation is received by RMR more than one week before the event.
- (b) 50% of the quoted Fee plus VAT if the cancellation is received by RMR between one and six days before the Event.
- (c) The full quoted Fee plus VAT is payable if the cancellation is received by RMR less than 24 hours before the Event.

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 RMR will liaise with statutory emergency services to ensure an appropriate course of action is adopted.

5. Sharing of Confidential Information

Following the completion of the event, we will share information detailing the number and type of patients dealt with at the Event with the nominated event organiser.

We will share limited confidential information (including personal data) with you:

- in accordance with our legal responsibilities (including the Data Protection Act 1998)
- in support, as necessary, of your statutory obligations as an event organiser.

It is your responsibility to keep this information confidential and to manage it in accordance with the Data Protection Act 1998 and all related legislation.

6. Limitation of Liability

- 6.1 Except in respect of death or personal injury caused by our negligence or that of our employees, volunteers or agents, Risk Medical Rescue shall not be liable to you for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims however arising out of or in connection with the provision of the Services under the Agreement, and the total liability of Risk Medical Rescue under or in connection with the performance of this Agreement shall not exceed ten thousand pounds (£10,000).
- 6.2 For the avoidance of doubt, Risk Medical Rescue shall not be liable to you for any loss or damage caused by any failure on your part to comply with your obligations as set out in clause 2 above or as otherwise agreed between us [in writing].
- 6.3 No partnership between the parties shall arise under these Terms and no third party shall have any legal claim against Risk Medical Rescue arising out of the performance of these Terms.

7. Risk Medical Rescue Logo

You must not display or otherwise make use of Risk Medical Rescue logo without our prior written authority, and then only strictly in accordance with the conditions imposed in that written authority

8. Binding Contract

These Terms are effective from the date of our Event First Aid Booking Confirmation and a contract between us shall come into effect at that point. This will be sent to you as soon as possible and, unless otherwise agreed, in any event by no later than six weeks before the Event date.

9. 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.

10. Jurisdiction

Unless otherwise agreed in writing 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.