

Terms and Conditions (Event Medical – Initial)

This section details the terms of conditions of the services that Centric First Aid will provide. This document is our initial terms and conditions. Additional terms may apply during planning of our coverage on your event.

1. Order acceptance

- i. All orders for Centric to provide Medical Services at your event must be placed in writing or by e-mail. We cannot guarantee that any particular request for us to provide services will be accepted.
- ii. Centric's quotation is not a binding offer and we will only assume contractual liability once we have accepted in writing, by fax or by e-mail, your confirmation that the quotation meets your requirements.

2. Charges

- i. Charges will be outlined in our quotation.
- ii. Terms of payment are before the event commences unless otherwise agreed in writing.
- iii. Once at the event, regardless of the duration, the finish time specified on the booking form shall be considered as the finish time of the Event. If an Event continues beyond this finish time, we reserve the right to leave the Event at the specified finish time. Any possible overrun must be discussed with our designated head of event for Centric. Where personnel are willing to remain at the event, the relevant excess duty charges shall apply. In all incidences where the finish time exceeds that of the stated time on the booking form, excess duty charges will become payable.
- iv. If you wish to cancel your request for our attendance at your event or change the date or the times of the event, you must inform us by e-mail and telephone. Cancellations received 7 days or less prior to the event will incur a full charge. Cancellations of less than 14 days prior to the event will incur a 50% charge. Events cancelled over 28 days prior to event will incur no charge.

3. Your responsibilities

- i. As the organiser of the event, you retain full responsibility for ensuring that a satisfactory Risk Assessment has been carried out for the event.
- ii. You must ensure that the event is properly policed, to ensure the safety of our personnel.
- iii. You must ensure that an area for the treatment of patients is clearly defined. A dry, covered clean area with a hard floor must be provided by either you or by us (at a cost). Drinking water must be made available.
- iv. You must ensure that Centrics vehicles and personnel have free and clear access to and from the site of the event and adequate parking on hard standing for all vehicles. If parking is not available, we must be informed at booking.
- v. You must ensure that all additional medical personnel at the event are made known to our personnel prior to the event commencing and that we hold clinical lead.
- vi. You must adhere to any request to suspend the event if warranted due to necessary treatments.
- vii. Your event staff should be made aware of where the first aid post, personnel and / or ambulance(s) are located, to assist any requests from any participants or spectators as to our locations.
- viii. You are responsible for ensuring that all the necessary licenses to operate the event have been obtained and for the 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).

4. Our responsibilities (and limitations to the same)

- i. We will provide services at the Event in a manner commensurate with good practice. 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 (unless these staff has been specifically requested and booked).
- ii. We will carry out our own risk assessments, but these are for our own purposes. You remain fully responsible for your event.
- iii. Our duty manager or team leader shall conduct the deployment of our personnel. They are responsible for the health and safety of our personnel and have a legal obligation under the Health and Safety at Work Act.
- iv. It may be necessary for our personnel to leave the event in order to obtain further medical care for any person we are treating. We accept no liability should this mean that the event has to cease due to such a reduction of first aid cover.
- v. 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.
- vi. Neither we nor our personnel shall be liable under any circumstances, for any damages to land or property in the event of access being required to a casualty or to allow egress from a site.
- vii. Subject to clause 4.8 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.
- viii. 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.
- ix. 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, traffic delays etc).

5. Information provided to and by Centric First Aid

- i. If, in our opinion, a suitable level of cover cannot be agreed, or, your event appears before or during your event to put our staff at unacceptable risk of injury or illness, we reserve the right not to proceed with our services. However, it remains 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 events.
- ii. Our willingness (and the fees quoted) to provide 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 senior member or team leader in attendance considers the event to be larger or at a higher risk than stated on the booking form or subsequent correspondence, we reserve the right to withdraw from the Event. 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.

- iii. With regard to details of persons treated by Centric First Aid personnel, personal information will only be provided upon request by legal representation and / or by written consent of the individual concerned and are subject at all times to the Data Protection Act 1998.

6. Complaints

- i. Any complaints or disagreements regarding our services or our personnel should be taken up with our team leader at the event. If the issue cannot be resolved, all complaints must be in writing or e-mailed to us.

7. General

- i. 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).
- ii. If you are subjected to the Freedom of Information Act 2000, then you agree that before disclosing any information about us, You will consult with us in order to consider if any exemptions to disclosure may be applied.
- iii. Each party confirms that it owns or has all the necessary rights in the use of all intellectual property in relation to the services which are subject of the Agreement (and the related catalogues / literature) and each acknowledges that such intellectual property shall remain property of, or the rights in the use shall remain with the original party, unless otherwise agreed in writing between the authorised representatives of each party.
- iv. If any clause or part of this Contract is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or enforceable then that provision will, to the extent required, be served from this Agreement and will be ineffective without, as far as 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.
- v. 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.
- vi. 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.
- vii. The Agreement may only be varied or amended in writing and signed by the parties specifically referring to this clause stating that the Agreement is varied in the manner specified.
- viii. The 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 this Agreement. Nothing in this clause shall be taken to exclude liability for fraudulent misrepresentation.
- ix. Nothing in the 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 pledge the credit of the other party.

8. English Law and Jurisdiction of English Courts

- i. The Agreement shall be governed by English Law and the parties consent to the exclusive jurisdiction of the English Courts.

9. Example of Provision

The provision of service varies dependent on the event needs (and follows on from our needs assessment).

Where ambulances are provided, these are best placed remaining on scene unless ordered to transport casualties to hospital by NHS staff. It is only under this authority that staff will transport casualties under emergency conditions.

In incidences where a patient has a life-threatening condition, Centric teams will work to stabilise the casualty whilst awaiting the arrival of a NHS crew. They may be transported to a more suitable place for collection by air or road, but generally will not be transported by ourselves.

The reasons for this are due to a general unfamiliarity of event locations, and not being best placed to ensure the care of patients whilst being transported. This can only be assured by NHS crews, who we will work alongside with.

Non critical patients will be advised to make their own way to hospitals and GP's for further treatment in line with non emergency guidelines.

In the event of a major incident being declared, Centric staff will command any treatment in line with our major incident plan until NHS resources arrive on scene, at which point we will complement their staff upon scene handover. When decision has been made to enact our major incident plan, your event will cease, and your staff will be under the direct control of our gold leader, save those required for further safety, security, and direction of our staff, your staff, and arriving emergency services.