

## **Platinum Medical. (Us) - Standard Terms and Conditions for Organised Events**

### **1. Orders / acceptance to cover events**

1.1 All orders for us to provide services at Your event ("the event") must be placed in writing, by e mail or by fax. We cannot guarantee that any particular request for Us to provide services will be accepted.

1.2 The issue by Us of a 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**

2.1 Event charges will be outlined in quotation post enquiry

2.2 Events outside the hours of 08:00 and 18:00 may be subject to a surcharge. Events falling on public holidays may also be subject to a surcharge.

2.3 For events where the duration is greater than 6 hours, time must be allowed for Our personnel to take breaks.

2.4 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 on call duty manager. 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.

2.5 If you wish to cancel Your request for Our attendance at Your event or change the date or times of the Event, You must send Us an e mail and telephone Us. Cancellations received within 24 hours or less of the event start time will incur a full charge, Cancellations received 5 days or less prior to the event will incur a 50% charge.

Cancellations of less than 10 days prior to the event will incur a 10% charge. Events cancelled over 10 days prior to event will incur no charge.

2.6 Terms of payment are 14 days from the date of invoice. If payment is not made on the due date, interest will be charged at the rate of 8% (as per government guidelines) from date of invoice plus £40 compensation charge for each outstanding invoice. All outstanding invoices are passed to a solicitor or debt recovery agent. There may be associated legal / collection fees in addition to our penalty rate for which you would also be responsible.

2.7 All invoices to Platinum Medical must be sent by letter or E mail.

### **3. Your responsibilities**

3.1 As the organiser of the Event, You retain full responsibility for ensuring that a satisfactory Risk assessment has been carried out for the Event.

3.2 You must ensure that the Event is properly policed, so that Our personnel do not find themselves in threatening positions.

3.3 You must ensure that an area for the treatment of patients and protection of staff is clearly defined. A dry, covered clean area must be provided by either You or by Us (at Your cost). Drinking water must be made available for both patients and staff.

3.4 If the event exceeds 5 hours, then please inform us whether you will or will not be able to provide food for staff so that We can make provisions.

3.5 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.

3.6 You must ensure that all additional medical personnel at the Event are made known to Our personnel prior to the event commencing. Our Company policy does not allow us to attend event where medically trained workers, members of other voluntary or private services are also being supplied by a source other than ourselves.

3.7 You must adhere to any request to suspend the event if warranted due to necessary treatments.

3.8 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 Us to participants or spectators.

3.9 Should the Event be of such a size that You are using maps or plans, Our personnel should be provided with them. It is Your responsibility to ensure an appropriate system / route of communication is made known to Us.

3.10 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).

### **4. Our responsibilities (and limitations to the same)**

4.1 We will provide first aid services at the Event in a manner commensurate with good practice in first aid delivery. 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 have been specifically requested and booked).

4.2 We may carry out our own risk assessments, but these are for Our own purposes. You remain fully responsible for Your Event.

4.3 Our duty manager or team leader shall conduct the deployment of Our personnel. They are responsible for the health and safety of Our members and have a legal obligation under the Health and Safety at Work Act.

4.4 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.

4.5 In the unlikely event of a life threatening emergency occurring in the vicinity of Your Event, any ambulance 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 with 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.

4.6 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.

4.7 Neither We nor Our personnel shall be liable under any circumstances, for any damage to land, property or personal belongings in the event of treatment to or access being required to a casualty or to allow egress from a site.

4.8 Subject to clause 4.9 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.

4.9 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 .

4.10 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, running calls, vehicle failure, adverse weather etc).

4.11 We may on rare 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.

#### **5. Information provided to and by Platinum Medical.**

5.1 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 Event.

5.2 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 of team leader in attendance considers the Event to be larger or of a higher risk than stated on the booking form or subsequent correspondence, We reserve the right to withdraw from the Event. In such circumstances all reasonable effort shall be made to advise the contact name at the time of booking of the reasons for withdrawal. 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.

5.3 With regard to details of persons treated by Platinum Medical. personnel, personal information will only be provided upon a 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**

6.1 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 made in writing or e mailed to us.

#### **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 you are subject 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.

7.3 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 the property of, or the rights in the use of shall remain with the original party, unless otherwise agreed in writing between the authorised representatives of each party.

7.4 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 unforeseeable then that provision will, to the extent required, be served 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 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.

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 The 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 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.

7.9 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 to pledge the credit of the other party.

#### **8. English Law and jurisdiction of English Courts**

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