

Enhanced Care Services Ltd.

Event Medical Provision - Terms and Conditions

1. In these Terms and Conditions “We”, “Our”, “Us” refers to Enhanced Care Services Ltd. (ECS) and “You”, “Your” refers to the party contracting with Enhanced Care Services Ltd.. During the continuance of the Agreement into which these Terms and Conditions are incorporated (the “Agreement”), We shall supply our services as may be separately agreed between the parties and You shall purchase the same subject to these Terms and Conditions. Definitions in the Agreement shall also apply in these Terms and Conditions. In the event of any conflict between these Terms and Conditions and other terms of the Agreement, those other terms of the Agreement shall take precedence.
2. Orders/Acceptance to cover Public Events
 - 2.1. All orders for Us to provide services at Your event (“the Event”) must be placed by You using Our online request form at www.enhancedcareservices.co.uk. You are required to supply as much information about Your event on the online booking to enable Us to adequately assess Your event.
 - 2.2. We cannot therefore guarantee that any particular request for Us to provide services will be accepted.
 - 2.3. 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 Your confirmation that the quotation meets Your requirements.
3. Charges
 - 3.1. Charges are outlined within Our quote for services.
 - 3.2. For events where the duration is greater than 5 hours, time must be allowed for Our personnel to take adequate rest break(s).
 - 3.3. Once at the Event, regardless of the duration, the finish time specified on the final quotation of services 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 will be discussed with the ECS on-call manager. Where personnel are willing to remain at the Event, the relevant excess charges shall apply in accordance with our standard rates. In all incidences where the finish time exceeds that of the stated time on the approved quotation, excess charges will become payable.
 - 3.4. If You wish to cancel Your request for Our attendance at Your Event, or change the timings or date of Your event You must give Us notice via email and telephone. Any cancellation received within 7 days of Your event, will incur a full charge. Any cancellation within 14 days will result in a 50% charge of the event fee. Any cancellation within 28 days of the event will result in an administration fee of 10%. Cancellation greater than 28 days will result in no charge.



- 3.5. If such notice is not given, then a charge of the full fee will be made.
 - 3.6. Any change to the event date will be seen as a cancellation and incur the above charges. You must communicate these changes to Us via email and telephone with as much notice as is possible. We cannot guarantee to be able to cover Your event where We are already fully booked for the new date or time period, but will work with You to assess this should the case arise.
 - 3.7. Once we have agreed that We will cover Your Event, We will raise an invoice for your Event cover charges. Any additional hours of work as per clause 3.3 will be invoiced following the end of the event.
 - 3.8. The terms of payment are 30 days from the date of invoice and Late Payments will incur interest at 8% over Bank of England Base Rate.
4. Your Responsibilities
- 4.1. As the Organiser of the Event You retain full responsibility for ensuring that a satisfactory Risk Assessment has been carried out for the Event and that the Risk Management Plan has been executed.
 - 4.2. You must ensure that the Event is properly policed, so that Our personnel do not find themselves in threatening situations.
 - 4.3. You must ensure that an area for the treatment of patients is clearly defined. A dry, covered, clean and private area must be provided either by You or by Us (at Your cost).
 - 4.4. You must ensure that We have free and clear access and egress to and from the site of the Event for Our personnel and vehicles.
 - 4.5. You must ensure that inclusion of other medical personnel at the event is notified to Us in advance of Your event and that they are introduced to Manager or Team Leader on arrival. Where more than one supplier is required, it is important for all the providers involved to be aware that they will be working alongside other organisations and agree, in writing, that this is acceptable. There will need to be very clear written roles and responsibilities, as well as which provider is covering which area and who is to be the senior medical officer (or similar title) for the event.
 - 4.6. You must adhere to any reasonable request to stop the Event while treatment takes place.
 - 4.7. Your Event staff must be made aware of where the first aid post(s), personnel and / or ambulance(s) are located to assist any requests from participants or spectators.
 - 4.8. Should the Event be of such a size that You are using maps, plans and/or radio equipment, Our personnel should be provided with them. It is Your responsibility to ensure an appropriate system/route of communication is made known to Us unless otherwise agreed.



- 4.9. You are responsible for ensuring that all necessary licenses to operate the Event 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 Us as a fundamental breach of this Agreement, in which case We shall be entitled to immediately terminate the Event. This will not affect Our right to be paid for Our services (whether performed or not).
- 4.10. You must have in place appropriate public liability insurance cover
5. Our responsibilities (and limitations to the same)
 - 5.1. We will provide first aid services at the Event in a manner commensurate with good industry practice.
 - 5.2. We may carry out Our own Risk Assessments and management plan in relation to the medical provision, but these are for Our own purposes. You remain fully responsible for Your Event (see 'Your responsibilities' above).
 - 5.3. Our ECS Event lead at the Event shall manage the deployment of Our personnel. They are responsible for the health, safety and welfare of Our personnel and have a legal obligation under relevant legislations.
 - 5.4. It may be necessary for Our personnel to leave the Event, in order to obtain further medical care for any person they are treating. We accept no liability should this mean that the Event has to cease due to such a reduction of first aid cover.
 - 5.5. Acceptance of all events is subject to the availability of ECS clinicians. In the unlikely event that insufficient personnel are available for an accepted event, We reserve the right to provide not less than 24 hours' notice to the named contact person of Our 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 Our resources, to ensure an appropriate system/route of communication is made known to Us. We accept no liability for any losses You may incur due to the cancellation or reduction of the Event for reasons as set out in this Clause.
 - 5.6. You are advised to arrange appropriate "Event Cancellation" insurance. We will not accept liability for any loss which you incur in relation to cancellation which could have been covered by such insurance.
 - 5.7. 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 patient or to allow egress from a site.
 - 5.8. 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 incurred 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.
 - 5.9. Nothing in this Contract shall be taken to exclude liability for death or personal injury resulting from Our (or Our personnel's) negligence.



- 5.10. 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 etc.)
6. Information Provided to and by ECS
- 6.1. If, in Our opinion, a suitable level of cover cannot be agreed, or Your Event appears to put Our personnel 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.
- 6.2. Acceptance of all events (and the fees quoted) for the provision of 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 ECS lead 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 after consultation with the ECS On-Call manager. In such circumstances all reasonable effort shall be made to advise the contact name on the online 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.
- 6.3. With regard to details of persons treated by Our 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 Data Protection Act (1998). We will provide You with a summary of patients treated, and in the event of reportable injuries or illnesses under RIDDOR or other legislation, We will provide you enough details to make a referral to the relevant authority.
7. Complaints
- 7.1. Any complaints or disagreements regarding Our services or Our personnel should be taken up with the ECS Event lead at the Event. If the issue cannot be resolved, all complaints must be made in writing.
8. General
- 8.1. 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).
- 8.2. If You are subject to the Freedom of Information Act (2000) request, then You agree that before disclosing any information about Us, You will consult with Us in order to consider if any exemption to disclosure may be applied. Where We are involved in the reasons for the disclosure, You will also provide Us with a copy of the FOI request and any subsequent disclosure.



- 8.3. 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.
 - 8.4. 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 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.
 - 8.5. 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.
 - 8.6. 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.
 - 8.7. 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.
 - 8.8. 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.
 - 8.9. 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.
9. English Law and jurisdiction of English Courts
 - 9.1. The Agreement shall be governed by English Law and the parties consent to the exclusive jurisdiction of the English Courts.