

Event Terms and Conditions



1. Terms

1.1 What these terms cover: This document sets out the terms and conditions on which we will supply event medical services to you. The scope of and price payable by you for our services are as set out in the "Quote". Together, these terms and conditions and the completed Quote form the contractual agreement (the "Contract") between us, which shall not have any legal effect until we provide you with written confirmation of coverage (after you have indicated that the terms of the Quote are acceptable to you).

1.2 Definitions and Interpretation:

- a) In these terms and conditions 'you', 'your' means the organisation you represent, 'us', 'we', 'our' means 'Osprey EMS Ltd' a company limited by guarantee registered in England and Wales with Companies House.
- b) In this document, the following phrases have the following meanings:
 - (i) "Additional Charges" means any amounts set out in the Invoice (in addition to the Agreed Price) payable by you in exchange for any services or equipment we provide which are not within the scope set out in the Quote for your Event;
 - (ii) "Agreed Price" means the price set out in the Quote;
 - (iii) "Designated Treatment Area" means an area designated by you for our treatment of patients and which is easily accessible by us, covered, dry, heated, ventilated, well-lit, clean, convenient for us and patients, secure and adequately sign-posted;
 - (iv) "Event" means the event at which we will provide you with First Aid Cover;
 - (v) "Event Medical Plan" means a document aimed at providing a safe, effective and resilient service on site whilst helping to minimise the impact of the event on local NHS resources;
 - (vi) "Events Office" means our events office that will manage your booking;
 - (vii) "Event Site" means the buildings and premises at which the Event takes place, at the address set out in the Quote;
 - (viii) "First Aid Cover" means the provision by our Personnel of first aid and medical treatment at your Event;
 - (ix) "Invoice" means the invoice we will issue to you once you have returned the completed Quote Form;
 - (x) "Interest" means an annual rate of 4% above the base lending rate from time to time of Barclays Bank PLC, accruing on a daily basis and compounding quarterly until payment is made;
 - (xi) "Major Incident" means as defined in the Joint Emergency Services Interoperability Protocols (JESIP);
 - (xii) "Medical Debrief" means the report we will provide you with upon request, containing a breakdown of activity and statistics from your Event;
 - (xiii) "Quote" means the form we will send you setting out the information we require from you in order to process your booking and provide First Aid Cover at your Event;
 - (xiv) "Personnel" means any of
 - a. our staff; and
 - b. any third-party contractors we engage who will provide First Aid Cover at your Event;
 - (xv) "Risk Assessment" means a written copy of any identified hazards and risks that have the potential to cause harm, and the identified controls in place to eliminate the hazard or reduce the risk;
 - (xvi) "Event Lead" means the Personnel we appoint to manage First Aid Cover at your Event as your main point of contact. The name and contact details for which will be provided to you upon request (and updated should we reappoint our Personnel into this role at any time, at our sole discretion);
 - (xvii) (c) When we use the words "in writing" or "written", this includes emails.

2. Contacting us

2.1 How to contact us: Once you have submitted an enquiry using the enquiry form you will receive a quotation (the "Quote") containing contact details.

3. Booking First Aid Cover for your Event

3.1 Duration of this contract: This contract is effective from the time we send you a booking confirmation email until the event has taken place and the final invoice amount has cleared in our bank account (unless the contract ends earlier due to any of the reasons set out at Clause 12).

3.2 If we cannot accept your booking: If we are unable to accept your booking, we will inform you of this and will not charge you for the First Aid Cover. This might be for a number of reasons, including (but not limited to) where:

- a) we have already committed our resources for another event or purpose so we will not be able to fulfil your request on the date that you have requested; or
- b) we do not consider the First Aid Cover that you have requested to be adequate for the size or risks of your Event or we have not received adequate information to enable us to assess a safe level of cover for the Event. If this happens, we will explain our rationale and suggest what we consider to be a suitable level of First Aid Cover. We are unable to accept your booking until we have both agreed a safe level of First Aid Cover.

3.3 Your booking reference number: When we accept your booking, we will assign a booking reference number. You will need to quote this whenever you contact us.

3.4 Your responsibility to book a suitable level of First Aid Cover for your Event: You acknowledge that:

- (a) you are solely responsible for booking a safe level of First Aid Cover for your Event; and
- (b) you are solely responsible for carrying out a satisfactory Risk Assessment for your Event.

We may carry out our own Risk Assessments and produce an Event Medical Plan in relation to the First Aid Cover, but these are for our own purposes only and not to be relied upon by you for any reason.

3.5 Making changes to your booking:

- (a) **Your right to amend your booking** If you wish to increase your First Aid Cover, you must contact us as soon as reasonably practicable. If we can support your request, we will update the Agreed Price and anything else affected by the request. The amendment will only become effective upon written confirmation from you that you are happy to proceed.

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- (b) **Our right to amend your booking** If we become aware in advance of the Event, of information which means the level of cover agreed in your Quote is inappropriate, we can only continue with your booking if the level of cover is revised. We will advise you in writing as soon as practicable if we have any reason to believe we are unable to provide cover at the original level agreed.

4. Our obligations to you

4.1 Before the Event:

- (a) we will ensure that our Personnel are appropriately trained and insured to deliver the agreed First Aid Cover in compliance with best practice, where necessary and as appropriate; and
- (b) we will provide you, upon request, with written confirmation that we have appropriate insurance cover in place.

4.2 During the Event:

- (a) we will appoint an Event Lead for your Event;
- (b) we will provide the agreed number of Personnel for your Event;
- (c) we will use reasonable endeavours to ensure our Personnel follow health and safety rules and regulations that you have made us aware of at the venue for the Event;
- (d) we will provide First Aid Cover at the Event with due care and skill in accordance with good practice in first aid delivery and, where we provide ambulance services, in compliance with Care Quality Commission regulatory requirements (if applicable);
- (e) our Event Lead will manage the deployment of our Personnel. They are responsible for the health, safety and welfare of our Personnel and have a legal obligation to them under relevant legislation, and;
- (f) our Event Lead will work with partner agencies and other stakeholders in the interest of the safe and effective delivery of the event whilst retaining overall management of our Personnel.

4.3 After the Event:

- (a) we will remove our equipment from the Event premises in a timely manner, save where arrangements have been made with you for you to store equipment, and;
- (b) we will, upon request, provide you with a Medical Debrief.

5. Your obligations to us

5.1 Before the event:

- (a) you must provide all information requested by us, and return this to us at least 10 working days before the Event;
 - (b) should the Event be of such a size that you are using maps and plans you must provide our Personnel with them and other information and documentation we reasonably request as soon as practicable but in any event at least 10 working days prior to the Event. You are responsible for providing us with an appropriate system and/or route of communication in the interest of the safe delivery of the Event;
 - (c) if you are providing radio equipment this must be checked, in working order and available for us to collect upon arrival on our first day on site;
 - (d) you are responsible for ensuring our Event Lead can communicate with your key Event contacts at all times throughout the Event;
 - (e) you must invite us to meetings, briefings and/or site visits which you deem useful or essential for us to be involved in, to assist in the safe delivery of our First Aid Cover;
 - (f) you must have appropriate insurance cover in place, including adequate event cancellation insurance (as detailed in Clause 8.2 ((Insurance)));
- you are responsible for
- (g) obtaining all necessary licenses and permits needed to operate the Event and
 - (h) ensuring you comply with all the terms and conditions of those licences and permits;
 - (i) you must notify us in advance if you engage anyone (in addition to Osprey EMS) to provide first aid, medical or safety services. It is your responsibility to provide instructions on how we will work with third parties to provide cover at your Event;
 - (j) you must make all Event staff and contractors aware of the location of the Designated Treatment Area, any first aid posts and/or any ambulance and how to notify our Personnel of any requests for assistance;
 - (k) you must allow us reasonable access to the Event Site ahead of the Event start time in order for us to set up. You must inform us of any access issues as soon as practicable prior to the Event. Where additional labour is required to facilitate access to the Event site, we may add Additional Charges to the Invoice;
 - (l) as the organiser of the Event, you are responsible for ensuring that a satisfactory Risk Assessment has been carried out for the Event and any necessary safeguards implemented. You must provide the Events Office with a copy of your Risk Assessment and Risk Management Plan at least 10 working days prior to the Event; and
 - (m) you must ensure that your Event has a Designated Treatment Area. You must provide us with a site plan showing the location of the Designated Treatment Area, showing access and egress routes, at least 10 working days prior to the Event. Where
 - (n) you are unable to provide a Designated Treatment Area; or
 - (o) (ii) we do not deem the Designated Treatment Area to be satisfactorily safe, private or accessible; or
 - (p) (iii) we deem that the scale of the Event requires more than one Designated Treatment Area,
 - (q) we will discuss this with you prior to the Event and will charge you for the cost of providing an alternative treatment facility (the details and cost of which will be set out in the Invoice as Additional Charges).

5.2 During the event:

- (a) you must ensure that we have free and clear access and egress to and from each Designated Treatment Area and the Event Site at all times, and if we are providing vehicles as part of the First Aid Cover, ensure that there is adequate parking space for our vehicles;
- (b) you must keep the Event Site free from hazards or anything that may prevent or hinder us from delivering the First Aid Cover
- (c) you must have sufficient signs on display to allow individuals to easily find each Designated Treatment Area;
- (d) you must ensure you communicate with our Event Lead to ensure they are ready for the Event to open, and;
- (e) you must adhere to any reasonable request to stop the Event while treatment takes place.

5.3 After the event:

- (a) at our request, you must provide us with feedback in a format which we consider most appropriate.

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6. Where we might not be able to provide First Aid Cover at the Event

6.1 Suitable level of First Aid Cover: We rely on the information you provide us to determine a suitable level of First Aid Cover. If your Event is larger in size or a higher risk than that indicated by the information you have previously provided, the Event Lead will inform you whether we will either:

- a) immediately suspend the First Aid Cover and charge you the Agreed Price (as stated in the Order Form); or
- b) increase the level of First Aid Cover and amend the Agreed Price to reflect the First Aid Cover we deliver at your Event.

6.2 Leaving the Event to obtain additional medical care for Event participants: It may be necessary for our Personnel to leave the Event in the following (unlikely) circumstances:

- (a) 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; or
- (b) where there is a life-threatening situation occurring in the vicinity of the Event, any ambulance at the Event may be requested to respond (subject to reduced first aid provision remaining at the Event).

In either of the aforementioned circumstances, we reserve the right to leave the Event at any time. We accept no liability for any losses you may incur due to termination of the Event, should the cause be due to our full or partial withdrawal.

6.3 Stopping the Event early: In the unlikely event of a declared Major Incident occurring elsewhere within the United Kingdom, we reserve the right at any time prior to or during the Event to cancel our attendance at the Event if we conclude that other demands for our services must take precedence.

Where possible, we will inform you of cancellation due to a Major Incident as soon as reasonably practicable. In the event of cancellation due to a Major Incident, we will (i) not charge you for any amounts owed under the Invoice; and (ii) issue a refund in respect of any amounts already charged under the Invoice.

6.4 Acceptance of all events is subject to the availability of staff: In the unlikely event that insufficient Personnel are available for an Event, every reasonable effort will be made to locate resources from elsewhere, including the use of third-party contractors. Should adequate resources remain unavailable, we will let you know with at least 48 hours' written notice that we intend to provide significantly reduced resources. We accept no liability for any losses you may incur due to the cancellation or reduction of the Event.

7. Payment and Charges

7.1 We will invoice you: We will raise an invoice for the Agreed Price, and any additional charges where applicable, on the day of your event. Unless otherwise agreed all invoices are on NET 30 day terms. Unless we agree otherwise with you in writing, we only accept payment by bank transfer to the account details set out in the Invoice or by cheque.

7.2 If we do not receive payment on time: You must pay the final remaining amount specified on the Invoice within 30 days from the date of the Invoice. For any payment received after this date, we will charge Interest on the sum owed from the due date for payment. We may also decide not to provide any First Aid Cover at your Event (if not already provided). If you owe us monies under an outstanding Invoice, we reserve the right to decline to cover your Event until your account is settled with us.

7.3 If your Event runs past the finish time: You must inform the Event Lead as soon as possible about any likely overrun to the Event. Whilst we will endeavour to accommodate your new requirements, you acknowledge that we are only obliged to provide First Aid Cover up to the finish time set out in the Quote. If you inform us regarding any likely overrun, our Event Lead will decide and confirm that either:

- (a) we can continue to provide First Aid Cover past the agreed finish time. The Event Lead will confirm the newly agreed finish time. The Event Office will subsequently advise you of any Additional Charges incurred. These will be included in the Invoice; or
- (b) we are unable to provide First Aid Cover past the new finish time (in which case we will continue to provide First Aid Cover up to the agreed finish time).

7.4 Our Personnel at the Event: Our Personnel are paid staff. If we encounter staff shortages, we may engage additional Personnel or third-party contractors. For events where the duration is greater than either (i) five hours or (ii) the period initially set out in the Order Form:

- (a) we reserve the right to charge you (including for any increased or overtime rates) more for staffing costs, and will advise you of such costs as soon as practicable;
- (b) where you do not provide food and/or refreshments for our Personnel, we may charge a subsistence fee of £10 per person; and
- (c) our Personnel may be entitled to breaks (to be decided by the Event Lead).

8. Insurance

8.1 Insurance cover for Osprey EMS: We will have in place, for your Event:

- (a) Public liability insurance cover in the insured sum of at least £2 million in the aggregate, and;
- (b) Professional Indemnity Insurance to the sum of £2 million in the aggregate.

8.2 Insurance cover you must have in place: You must have in place:

- (a) Public liability insurance cover in the insured sum of at least £10million in aggregate to mirror our obligations, and

8.3 We strongly recommend you have a suitable level of event cancellation insurance.

9. Patient Information

9.1 We may at our discretion provide you with information requested by you in order to assist you in complying with your reporting obligations under RIDDOR 2013 for work related injuries and such information may include patient personal data. We will not otherwise provide you with any personal data of patients treated by us without evidence that this is with their consent.

9.2 Following the Event, we will provide you upon request with information regarding the services we have provided at the Event which will be in summarised form, in order to protect patient confidentiality.

9.3 If you receive a request for patient information from another person or organisation, you should ask them to request this from our Data Protection Officer directly by email at info@osprey-ems.co.uk

10. Intellectual Property Rights and Confidential Information

10.1 Materials distributed before, during and after your Event: Where either of us provides the other with materials, we agree that there will be no change in intellectual property rights.

10.2 Retention of our intellectual property: The provision of First Aid Cover by us does not confer any intellectual property rights (by implication or otherwise) on you to use, alter, copy or otherwise deal with any of the symbols, trademarks, logos and/or intellectual property of Osprey EMS or in the materials referred to above.

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10.3 Confidential information: In the event that any confidential information (which is not publicly available), relating for example, to one another's activities and people, the First Aid Cover and any pricing information is received by us from you, or by you from us, we agree that we will not for a period of three years disclose to any other person any such confidential information except as may be required by law, regulation or court order.

11. If there is a problem

11.1 Complaints

- (a) if you wish to raise a concern about the services you have received under this Contract please inform the Event Lead; or
- (b) if a patient is unhappy with the treatment we provided, further information is available www.osprey-ems.co.uk
- (c) or the patient can contact us directly by emailing info@osprey-ems.co.uk

11.2 Disputes

- (a) **Witness statements:** All requests for witness statements should be referred to the Event Lead on the day of the Event, or the Events Office thereafter.
- (b) In the event of a dispute arising out of or in connection with the Agreement, including limitation, any question regarding its existence, validity or termination, we both agree to discuss the dispute in good faith and to seek to reach a resolution as soon as practicable.
- (c) If within 20 working days of the dispute arising a solution has not been reached, the matter will be escalated to senior management within our organisations who will seek in good faith to reach a solution as soon as practicable.
- (d) Subject to clause 11.2(e) if the dispute is not resolved in accordance with clause 11.2(b), the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation, a party must give notice in writing ("ADR Notice") to the other party requesting mediation. A copy of the ADR Notice will be sent to CEDR to resolve the dispute by the party requesting the mediation within 5 (five) days of the date of the ADR Notice. The mediation will start not later than thirty (30) days after the date of the ADR notice.
- (e) Neither the provisions of clause 11.2(c) nor the commencement of a mediation, will prevent either party from starting or continuing legal or court proceedings at any time in order to pursue or preserve any rights or remedies (whether provided by law, equity or this Agreement).

11.3 Limitation of liability

- (a) We do not exclude or limit liability for death or personal injury caused by our negligence or fraudulent misrepresentation but, subject to this and the requirements of the law, our liability to you in contract, tort or otherwise for any damage, loss, liability, costs or expenses suffered or incurred by you or any other person arising directly or indirectly out of our provision of the First Aid Cover under the Agreement or otherwise will be limited as follows:
 - (a) our liability for loss or damage to land or property belonging to you or any other person caused by an act or omission of our Personnel, employees, agents or contractors will not exceed £1,000;
 - (b) our liability for all other loss or damage suffered by you in any 12 month period and caused by an act or omission of our personnel, our agents, employees or contractors will not exceed the total of the Agreed Price and (where applicable) any Additional Charges which are paid by you;
 - (c) you agree that we will not be liable in any way for any loss of profits, nor will we be liable for any indirect, consequential or special loss or damage arising from our provision of the First Aid Cover or your benefit from the First Aid Cover;
 - (d) we will not be liable for any delay or failure to comply with our obligations where the failure is caused by fire, flood, inclement weather, strikes, industrial action, pandemic, government action or any other reason or circumstances beyond our reasonable control; and
 - (e) we will not accept liability for any loss which you incur in relation to cancellation which could have been covered by event cancellation insurance.
- (f) Unless the law provides otherwise (and except as a result of a breach by us of our obligations under this contract or our negligence or where we are otherwise liable at law for such damage, loss, liability or expenses) and without prejudice to our other rights and remedies, you will indemnify us against all or any of the following:
 - (g) any and all damage, loss, liability or expenses which we may suffer or incur as a result of a claim by a third party; and
 - (h) (ii) all costs and expenses (including enquiry agents, debt collection agents and legal costs on a full indemnity basis) incurred or sustained by us in enforcing any terms of this contract.

12. How to end this contract

12.1 How to end our contract with you: This contract is valid for the period set out in Clause 3.1, but either of us can end the contract earlier in the following circumstances:

- (a) **In the event of insolvency or an equivalent financial event:** Where either of us suffers distress or execution or commits any act of bankruptcy or becomes insolvent, or enters into an arrangement or composition with any of our creditors or if a receiver or administrator is appointed over the whole or any part of our business or assets then, without prejudice to our other rights and remedies, we may each terminate this contract immediately upon sending written notice to the other person.
- (b) **If you have not paid us on time:** Where you have not paid us within 30 days of the date of the Invoice, we reserve the right to:
 - (c) decline to cover your Event until your account is settled with us;
 - (d) (ii) terminate the Agreement immediately upon sending you written notice;
 - (e) (iii) refuse First Aid Cover at any other Events you have booked with us or any other Events you might request in the future.
- (f) **If you do not have a valid licence or insurance.**

12.2 Whilst we each agree to try to resolve any dispute between us in accordance with Clause 11.2(b), either of us is able to terminate the Agreement immediately upon sending written notice to the other person if we have been unable to agree to a resolution within 20 working days of the dispute arising.

12.3 If you wish to reduce or cancel the First Aid Cover: You should inform the Events Office as soon as possible.

In office hours Monday-Friday 09:00-5:00

info@osprey-ems.co.uk

Telephone Number-07552592171

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Depending on how long before the Event notice is given, some or all of the Agreed Price and any Additional Charges may be payable, as follows:

- (a) where written notice is given at least 30 days in advance of the Event, no cancellation fee will apply;
- (b) where written notice is given at least 15 days (but less than 30 days) in advance, 50% of the Agreed Price and any Applicable Charges will be payable;
- (c) where written notice is given at least 7 days (but less than 15 days) in advance, 75% of the Agreed Price and any Applicable Charges will be payable; and
- (d) where written notice is given less than 7 days before the Event, 100% of the Agreed Price and any Additional Charges will be payable.

Upon termination we will issue an invoice requiring you to pay the relevant element of the Agreed Price and any Additional Charges owed to us pursuant to this Clause 12.3 (whether we have provided you with First Aid Cover or not).

14. Other important terms

14.1 Authority to enter the Agreement: If you enter into the Agreement on behalf of another person, you warrant that you have the appropriate and necessary authority to enter into the Agreement on behalf that other person and to bind that other person to the terms of the Agreement.

14.2 Amounts due under the Invoice: All amounts due and payable under the Invoice are (unless otherwise specified) are not subject to VAT.

14.3 We may transfer this agreement to another person. We may transfer, sub-contract, assign or novate all or any of our rights and obligations under the Agreement (in whole or in part) to another organisation or person on our approved partners list, details of which may be provided on request. We will notify you if we plan to do this.

14.4 You need our consent to transfer your rights to another person: You may only transfer, sub-contract, assign or novate your rights and obligations under the Agreement to another person if we agree to this in writing.

14.5 No other person has any rights under this contract. A person who is not a party to this contract has no right to enforce any terms of the contract, other than any person or organisation to whom you give a guarantee or other security.

14.6 If a court finds part of this contract illegal, the remainder will continue in force. If any clause or part of the Agreement 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 the Agreement and will be ineffective without, as far as is possible, modifying any other clause or part of the Agreement and this will not affect any other provisions of the Agreement which will remain in full force and effect.

14.7 Even if we delay in enforcing, or do not enforce, our rights, we still have the right to enforce them later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us from taking steps against you at a later date.

14.8 This is our entire agreement with you. These terms together with the terms set out in the Quote and our written confirmation to you of coverage constitute the entire agreement between relating to the First Aid Cover. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you will have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

14.9 These terms are governed by English law. These terms are governed by (and are to be interpreted in accordance with) the laws of England and Wales. The English and Welsh courts will have exclusive jurisdiction for any disputes arising out of this contract.

14.10 Our right to amend this document: We reserve the right to amend and update these terms and conditions periodically.