



## Terms and Conditions for Event Medical Cover

In this document “We”, “Our”, “Us” refers to Aero Fire and Rescue Service and “You”, “Your” refers to the party contracting with Aero Fire and Rescue Service. During the continuance of the Agreement into which this document is incorporated (the “Agreement”), We shall supply our Services and You shall purchase the same subject to these Terms and Conditions. Definitions in the Agreement shall also apply in this document. In the event of any conflict between this document and other terms of the Agreement, those other terms of the Agreement shall take precedence.

### 1. Orders / Acceptance to Cover

- 1.1 All enquiries for us to provide services at your event (“the Event”) must be placed by you using our “Event Information Form” or the online booking system.
- 1.2 The issue by us of a quotation is not a binding offer. Contractual liability will only be accepted once the level of medical cover resources is commissioned to provide is confirmed by us in writing or email, having received a copy of the signed quotation or email confirmation from yourselves which document shall be regarded as an order confirmation

### 2. Cover

- 2.1 Our Charges are as set out in the quotation confirmation which forms part of these Terms and Conditions. Terms of payment are post event on receipt of the invoice. Aero Fire and Rescue Service Ltd reserve the right to request 50% deposit prior to event and late payments will incur interest at 3% above Barclays Bank Base Rate.
- 2.2 Regardless of the duration of the event, the finish time specified on the booking form shall be considered as the finish time for the event. Any overrun must be discussed with our appointed duty manager at the Event (“Duty Manager”) as soon as possible to discuss whether the personnel are able to remain onsite. The decision to remain must be at the discretion of Our Duty Manager – if the finish time exceeds that of the stated time on the booking form, excess charges may be applied.
- 2.3 If you cancel your request for our attendance at your event, then a cancellation charge of 100% 7 days before the event will apply.
- 2.4 Notwithstanding any other provision of the Agreement all sums payable to us under the Agreement shall become due immediately on its termination. This clause is without prejudice to any right to claim for interest under the law, or any such right under the Agreement.
- 2.5 We may, without prejudice to any other rights we may have, set off any of our liability to you against any of your liability to us under the Agreement.

### 3 Your Responsibility

- 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 situations.
- 3.3 You must ensure that an area for the treatment of patients is clearly defined. A dry, covered, clean area must be provided either by you or by us (at your cost).
- 3.4 Free and clear access and egress to and from the Event site for our personnel and vehicles must be ensured. You must further ensure that the Venue is safe and free from hazards or anything that may adversely affect the delivery of Our Services.
- 3.5 You must ensure that all additional medical personnel at the Event are made known to our medical staff, before the commencement of the Event.
- 3.6 If Your event exceeds eight hours, you must supply food and refreshments for Our personnel. Alternatively, a subsistence fee will be payable by You.
- 3.7 It may be necessary to interrupt events for emergency treatment to take place. Our Duty Manager will consult fully with you to explain the rationale for and negotiate a suspension of the Event should this situation arise. You must comply with any request by us to stop an Event to enable us to safely provide medical treatment to a casualty were continuing with the Event would pose danger to Our personnel, the casualty or the public
- 3.8 Your Event staff should be made aware of where the first aid post, personnel and / or ambulances are located, to assist any requests from participants or spectators.
- 3.9 You must inform us in writing of all health and safety rules and regulations and any other security requirements that apply at the Venue and with which our medical staff are required to comply; and ensure and warrant that all your equipment is in good working order and suitable for the purposes for which it is used in relation to the Services.
- 3.10 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.
- 3.11 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 the Agreement, in which case we shall be entitled to immediately terminate our Services.
- 3.12 You warrant and undertake that all information provided to us in relation to our Services required is complete and accurate in all material respects and acknowledges that, in determining our resources to be deployed and the charges to be levied for a particular Event, we act in reliance on the information provided to us by you. If, acting reasonably, we determine that an Event is larger or of higher risk than stated by you or as otherwise notified to us in writing prior to the Event, We may at our discretion suspend our Services or increase the service provision and therefore the Charges.
- 3.13 You are responsible for carrying out a risk assessment to determine the requisite medical and first aid requirements for the Event. The parties agree that by carrying out a risk assessment pursuant to clause 3.1 or by agreeing to provide our services we make no warranty that our resources are sufficient for a particular Event.
- 3.14 If our performance of our Services is prevented or delayed by your acts or omissions, your agents, subcontractors, consultants or employees, We shall not be liable for any Losses sustained or incurred by you that arise directly or indirectly from such prevention or delay and you agree to indemnify and hold us harmless in respect of any of Your acts or omissions, Your agents, subcontractors, consultants or employees which materially affects our ability to comply with the terms of the Agreement.



## **4 Our Responsibilities (and limitations to the same)**

- 4.1 We will provide medical cover services at the Event in a manner commensurate with good practice in first aid delivery. The first aid services will be provided subject to the following limitations and the first aid services should not be viewed as a substitute for the need for registered doctors, nurses or paramedics at the Event.
- 4.2 We shall co-operate with you in all matters relating to our Services,
- 4.3 Our own risk assessment may be undertaken for our own purposes. Such risk assessment will not negate the need for you to conduct an event risk assessment in accordance with clause 3.1.
- 4.4 We shall use reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirements that apply at the Venue and that have been communicated to us under clause 3, provided that we shall not be liable under the agreement if, as a result of such observation, we are in breach of the Agreement.
- 4.5 Our Duty Manager shall conduct the deployment of our medical staff. They are responsible for the health and safety of our medical staff and have a legal obligation under the Health and Safety at Work Act 1974. 4.6 In the unlikely event of a life-threatening situation occurring in the vicinity of the Event, it is possible that one of our ambulances and our medical staff at the Event may be requested to respond. Should this occur, we will advise fully and consult with you. We cannot accept liability for any Losses you may incur due to the termination of the event in such circumstances.
- 4.6 In the event that one or more members of Our personnel and/or Our resources may at any time need to leave the Event in order to obtain further or more definitive medical care for any person they are treating, we will use reasonable endeavours to give as much notice as reasonably practicable to You before exercising these rights under this clause 4.8. You acknowledge that in certain circumstances our personnel may need to leave the Event without notice.
- 4.7 In the unlikely event that insufficient personnel are available for an accepted Event, every effort shall be made to locate resources from elsewhere, as appropriate to the nature of the Event. In the highly unlikely event that adequate resources still remain unavailable, we will endeavour to assist you with alternative options and solutions to ensure the continuance of the Event but we reserve the right to renegotiate the terms of the agreement with the named contact person not less than 24 hours prior to the commencement of the event. If the named contact person cannot be reached, all reasonable effort shall be made to inform you 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 cannot accept liability for any Losses incurred due to the cancellation or reduction of the event cover in such circumstances.
- 4.8 If we redeploy our personnel or suspend our services in whole or part or provide reduced cover, in accordance with this clause 4.8: You shall be entitled to a reduction in charges equal to the cost of our medical staff redeployed or the services suspended; and we shall have no liability for any losses incurred by you arising from such deployment or suspension or reduced cover.
- 4.9 In view of the circumstances specified in this Clause 4, you are advised to arrange appropriate "Event Cancellation Insurance". Subject to Clause 4.9 above, we will not



accept liability for any loss which you may incur which could have been covered by such insurance.

- 4.10 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 casualty or to allow egress from a site.
- 4.11 Subject to clause 4.10, neither we nor our medical staff shall have any responsibility 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.
- 4.12 Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the agreement shall be limited to the Charges
- 4.13 Nothing in this contract shall be taken to exclude liability for death or personal injury resulting from our (or our medical staff's) negligence.
- 4.14 We shall not be responsible 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.)

## **5 Information provided to and by us**

- 5.1 If, in Our opinion, a suitable level of cover cannot be agreed, or your event appears to put our medical staff at unacceptable risk of injury or illness, We reserve the right not to proceed with our services. 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 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 for a “resource assessment” 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, our event manager considers the event to be of a size and volume greater than that originally advised 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 on the booking form 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 financial loss you may incur due to the termination of the event in such circumstances.
- 5.3 With regard to details of persons treated by our personnel, personal information will only be provided upon a request by legal representatives and/or by written consent of the individual concerned, subject at all times to the Data Protection Act 1998. General, anonymised statistics will be provided to you on request, when an administrative charge may be made for the delivery of the information.



## 6 Complaints

Any complaints or disagreements regarding our services or our medical staff should be taken up with the Duty Manager. If the issue cannot be resolved, all complaints must be made in writing to the Operations Manager at our office who will endeavour to respond within 14 days of receipt of the complaint.

Complaints can be emailed to [operations@aerofireandrescue.co.uk](mailto:operations@aerofireandrescue.co.uk)

## 7 Limitation of Liability

- 7.1 This clause sets out our entire financial liability (including any liability for the acts or omissions of our medical staff) to you in respect of: any breach of the Agreement including any deliberate act by a member of our medical staff; any use made by you of the services or any part of them; and any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.
- 7.2 Except as expressly stated in the Agreement all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.
- 7.3 Subject to clause 7.5 We shall not be liable for any losses howsoever caused; We shall not be liable for any damage to land or property whether belonging to you or any third party in the case of access being required to reach a casualty or to allow egress from the Venue; and our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the agreement shall be limited to the charges.
- 7.4 If, acting in accordance with the provisions of the agreement, We suspend the services or supply a reduced number of our personnel or one or more members of our personnel leave an event pursuant to clause 4.2 of the Agreement, We shall incur no liability to you whatsoever including, for the avoidance of doubt, if you are obliged to cancel the event. You acknowledge that you have responsibility to arrange appropriate event cancellation insurance.
- 7.5 Notwithstanding the foregoing, nothing in the agreement limits or excludes our liability for death or personal injury resulting from negligence; or for fraud or fraudulent misrepresentation by us.
- 7.6 The parties agree that any Losses arising out of or in connection with the performance of Our Services shall be Your sole responsibility and You shall indemnify and hold Us harmless if as a result of providing Our Services in accordance with the Agreement We incur Losses to third parties, provided that for the avoidance of doubt this clause shall not apply to any Losses arising out of or attributable to any criminal act or omission by Us or any member of Our personnel.

## 8 General

- 8.1 Each party will ensure that all confidential information received about 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, 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.
- 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 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.
- 8.5 The parties to the Agreement 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 the 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 Termination

Either party may, on giving notice in writing, terminate the Agreement immediately if one or more of the circumstances set out below occurs or exists: the other party is in Default of the Agreement and such Default, if capable of remedy, is not remedied by the defaulting party within 30 days of written notice of such Default by the other party; the other party is in material Default of the Agreement which is irremediable; a breach by the other party of an obligation under the Agreement whether or not it is capable of remedy, which is persistent (a breach is deemed to be “persistent” if it is repeated sufficiently often to have a material impact on the conduct of the party’s business and operations and similar breaches are deemed to be instances of the same breach); or an Insolvency Event affecting the other party occurs; or there is a change of Control of the other party. If a party experiences a change of Control it shall immediately notify the other party providing full details of that



change of Control and if a party is, or ought reasonably to be, aware that a change of Control is contemplated it shall immediately notify the other party in writing. Termination of the Agreement, howsoever arising, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination.

## **10 English Law and Jurisdiction of English Courts**

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