

## **CIPHER Medical Consultancy Limited – Event Medical Cover – Terms & Conditions**

### **1. Order acceptance**

- 1.1 All orders for CIPHER Medical to provide Medical Services at your event must be placed in writing, by e-mail. Phone orders can be taken with an appropriate order number. We cannot guarantee that any particular request for us to provide services will be accepted.
- 1.2 CIPHER Medical's sales quotation or sales estimate is not a binding offer and we will only assume contractual liability once we have accepted in writing, or by e-mail, your confirmation that the quotation meets your requirements.

### **2. Charges**

- 2.1 Charges will be outlined in sales quotation or sales estimate.
- 2.2 Terms of payment are before the event commences unless otherwise agreed in writing.
- 2.3 For events where duration is greater than 5 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 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**

- 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, to ensure the safety of our personnel and has the appropriate security arrangements in place.
- 3.3 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.
- 3.4 If the event exceeds 5 hours, then please inform us prior to the event, whether you will or will not be able to provide refreshments for staff so that we can make provisions. If you are unable / unwilling to provide refreshments CIPHER Medical reserve the right to include a surcharge with the final invoice.
- 3.5 You must ensure that CIPHER Medical 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.
- 3.6 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.
- 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 any participants or spectators as to our locations.
- 3.9 Should the event be of such 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 to known to us.
- 3.10 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)**

- 4.1 We will provide services at the Event in a manner commensurate with good practice.
- 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 personnel 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/Medical cover.
- 4.5 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.
- 4.6 Neither we or 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.
- 4.8 Subject to clause 4.9 below, neither we or 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, traffic delays etc).

#### **5. Information provided to and by Event Medical Services**

- 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 events.
- 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 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. 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 CIPHER Medical 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**

- 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 CIPHER Medical at [info@ciphermedical.com](mailto:info@ciphermedical.com).

## **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 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.
- 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 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.
- 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 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.
- 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 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 o 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**

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