

# Terms and Conditions

These terms and conditions refer to East Anglia Medical Care Ltd. (EAMC). As “We”, “Our” or “Us” whilst “You”, “Your” refers to the entity booking EAMC for its services. During the continuance of this agreement into which these terms and conditions are incorporated (the “Agreement”), We shall supply Our services and You shall purchase the same subject to these terms and conditions. Should there be any conflict between these terms and conditions and any other terms of agreement, these other terms of agreement shall take precedence.

## 1. Orders / Bookings

- 1.1. By accepting our quote, you have automatically agreed our terms and conditions resulting in your full agreement. Terms and conditions can be found on our webpage. We can also email you these if you would like a copy. Please do read these before agreeing a quote.

## 2. Fees and Payment

- 2.1. EAMC standard payment terms are to be paid within 24 hours before the work is carried out. We hold the right to exercise Our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if We are not paid according to Our agreed terms, unless agreed otherwise.
- 2.2. Our fees are subject to change at any time without notice unless a fee has been agreed in writing for that specific service on that specific date.
- 2.3. Where fees have been worked out on a given finish time, we retain the right to increase Our quoted fees should our services run past said finish time at the behest of the booking party.
- 2.4. Where a single job or a shift runs past the expected “booked” finish time Our crews retain the right to finish at the pre-agreed time rather than continue as per the service bookers request.

- 2.5. Where a booked job is a single patient transfer journey the crew will do everything in their power to transfer the patient to their booked destination regardless of the timings involved, going against clause 2.4 above.
- 2.6. We aim to make Our quotations all encompassing, however should the unexpected take place We retain the right to amend Your quotation following completion of the services provided should additional costs have been incurred by Us.

## 3. Cancellations

Unless agreed otherwise in writing Our standard cancellation policy is this;

- 3.1. Medical Event Cover – Cancellation with more than 14 days' notice from booked start time no fee. Cancellation with 72-24 hours' notice from booked start time 50% of the full fee. Cancellation with 24 hours to start time – 100% of the full fee.
- 3.2. Private Patient Transfer in the UK – Cancellation with less than 12 hours from the booked time can result in a charge of the full fee being levied. Cancellation 48 hours before booked time will result in no charge being taken.
- 3.3. Overseas Repatriations – If You cancel a booked repatriation from overseas any costs already carried by Us will be covered by Your deposit. In addition, we retain the right to charge up to 50% of the full fee if the repatriation is cancelled with less than 24 hours' notice. If the deposit or remains of the deposit do not cover this cost or any incurred costs the remaining fee will be invoiced.
- 3.4. We retain the right to cancel or amend any booking at any point in time if in Our opinion the safety of Our staff or patients are potentially at risk. Where this is the case no cancellation fee shall exist.

## 4. Your responsibilities

### **Patient Transport Services**

- 4.1. It is Your responsibility to ensure that all of the information supplied to Us is correct. It is also Your responsibility to inform Us as to any changes that take place between

booking and the job itself. This includes changes of contact details, addresses and most importantly the patient's condition.

- 4.2. It is Your responsibility to ensure medical records are passed over to Our crew when the patient is collected.
- 4.3. It is Your responsibility to ensure the patient and any travelling escorts treat Our crew with respect. Abuse towards Our crews will not be tolerated and could lead to Our refusal to treat or transport such a patient. Abuse to Our staff could also lead to prosecution.

## **Event Medical Cover**

- 4.4. If necessary, it is Your responsibility to inform the local emergency services prior to the event unless agreed otherwise.
- 4.5. If necessary, it is Your responsibility to inform the local hospital and relevant authorities prior to the event unless agreed otherwise.
- 4.6. Unless agreed otherwise EAMC will be responsible for calling an NHS trust emergency ambulance should the need arise.
- 4.7. It is Your responsibility to inform Us in advance of any other medical cover provided at the event.
- 4.8. If necessary, it is Your responsibility to carry out a risk assessment and to provide it to Us in advance of the event or to Our crews on the day, should We request one. Any risk assessment We carry out shall be for Our own purposes and does not cover any obligations carried by You.
- 4.9. You are responsible to ensure that either You or Us (if requested and agreed in writing) provides a suitable treatment area. You must make Us aware of the nature of this area including information on its location and whether or not it is powered and has running water.
- 4.10. You are responsible for ensuring that Our crews have clear access to the event site as well as to all areas in which they may be expected to treat individuals.
- 4.11. You are responsible for ensuring all relevant licenses are in place for the event. We retain the right to cease work should We learn that the event is being run

without the correct charges without breaking any contract or agreement. Should this situation arise, we would invoice for 100% of the fee.

- 4.12. You are responsible for ceasing the event should Our medics dictate it is necessary to do so in order to treat a patient.
- 4.13. We are booked on the basis that should a patient need to go to hospital We are prepared, insured and able to do this. However, if one or more of Our staff leave the site during an event to accompany a patient to another location (e.g. Hospital) it is our joint responsibility to decide whether or not the event has adequate medical cover to continue. We have the final say based on the event type.

## 5. Our Responsibilities

- 5.1. We will provide medical services to the best of Our ability and in line with good practise as carried out by ambulance and first aid companies. These services are provided subject to the following limitations, and should not be seen as a substitute for a doctor, nurse or paramedic.
- 5.2. We shall not be held liable for any damage sustained to any property or possessions damaged during the event of access being required to a casualty or to allow egress from a site.
- 5.3. From time to time We may be in a position where for unforeseen circumstances We do not have the right number of specifically trained staff to carry out a booked service. If deemed safe to do so We retain the right to either adjust the staffing numbers or types of qualified staff (You have the right to cancel with no fee if We elect to do this). To sub-contract a staffing position or the entire job to another suitable company. If no solution can be found and the patient is deemed at risk or the event is deemed unsuitably covered, we shall cancel Our commitment by notifying the service booker that such a circumstance has occurred. We will endeavour to give the service booker as much notice as possible however in certain unusual circumstances this notice period may be less than 24 hours. We accept no liability for any losses incurred through Our cancellation for reasons set out in this clause.

- 5.4. With regards to clause 5.3 above We advise that where possible You take out “Event Cancellation Insurance” that would cover any such losses incurred by Our cancellation. We will not accept any liability for any losses which You incur in relation to Our cancellation which could have been covered by such insurance.
- 5.5. We shall not be liable for any failure to carry out Our services or obligations due to factors outside of Our control such as but not excluding adverse weather, riots, strikes etc.
- 5.6. Subject to clause 5.5 above neither We or Our personnel shall have any liability to You or any third party for any loss, damage or expense of any nature suffered due to any breach of any condition of Our agreement or any negligence or any breach of statutory or other duty or in any other way in connection with performance purported performance or of failure to perform the agreement.
- 5.7. Nothing in this agreement shall be taken to exclude Our liability where our negligent actions result in death or personal injury of an individual.
- 5.8. If on arrival at a job Our staff deem that the information provided to Us at the point of booking is so inaccurate that We cannot complete the booking to a safe and satisfactory level We retain the right to withdraw Our services immediately. In such an event We retain the right to invoice for the full fee. In such an event We accept no liability for any losses incurred by Our withdrawal of services.
- 5.9. Acceptance of all jobs is based on the fact that all information provided to Us is correct and remains correct. If We are informed of changes to any of the variable factors surrounding the job We retain the right to revise Our fees or refuse to carry out the job in question.

## 6. Complaints Procedure

All complaints should be taken up with the senior member of staff at the point of contact where the complaint arises. If this is not possible a complaint should be emailed and sent to the Operations Manager at [dale@eamc.co.uk](mailto:dale@eamc.co.uk) clearly marked “complaint”. Should You be unhappy with the response provided You have the right to take up Your issue to the Care Quality Commission.

## 7. Data Protection and Confidentiality

- 7.1. All patient related documentation is kept in line with the Data Protection Act of 1998. Patient data will only be released to an individual if they are the person who received treatment or by their legal representation. To request this information the individual must contact Us in writing.
- 7.2. Each party will ensure that all confidential information remains confidential subject to any release of information required by law.
- 7.3. Unless specifically requested not to We retain the right to take photographs for marketing purposes whilst working on Your Agreement.
- 7.4. All clauses within these terms and conditions stand unless superseded in writing with specific requirements.

## 8. English Law and Jurisdiction of English Courts

- 8.1. These terms and condition shall be governed by English law and both parties are in agreement that the jurisdiction lies with the English courts.