



Terms & Conditions

Event Medical Cover

This section details the terms of conditions of the services that RTC Medical Solutions Ltd provide

Booking Confirmation

1. Confirmation of booking for Event Medical Cover must be either in letter, email, SMS or invoice. There will be no guarantee of provision of medical cover if you have not received confirmation in these forms. A quotation is not a binding offer until you have received written confirmation that RTC Medical Solutions will attend your event by way of invoice. Once confirmation has been sent, you will be contractually obliged to pay all sums owed unless you meet the criteria for refund (see cancellation below).

Payment

2. Payments must be made in full prior to the start date of your event unless an agreement is made in advance within the payment terms on your invoice. In this case, payment must be made in accordance with your invoice, should we apply a discount to your invoice, this will be voided and a new invoice issued minus discounts. Discounts only apply to accounts paid on or before the due date on your invoice. We reserve the right to withdraw services up to the day of required cover if payment terms have not been met as per your invoice. If we agree to provide services you will be liable for the total amount owed. If we withdraw our services due to non-payment you will be liable for the total cost under the "less than 7 days' notice period". Late payment charge of 8% will be added to the total amount owed if payment exceeds the due date. Furthermore, you will be fully responsible for all court, legal or recovery agent's fees associated with recovering such costs.
3. The times provided in your quotation will be the contracted timings and as such we reserve the right to leave the event at the finish time stated. Should your event continue beyond the scheduled finish time, you must contact the duty officer on 07715548867 to ensure continuation of insured medical cover. If medical personnel are required to remain on site, an additional payment will be required. Total costs for additional cover will explained by the duty manager.

Cancellation

4. Should you wish to cancel or amend medical cover you must notify us by email and telephone. Late cancellation may incur a cancellation fee.
Less than 7 days' notice: 100% charge
7-21 days' notice: 50% charge
More than 21 days' notice: No charge

Your responsibilities

5. As the organiser of the event, it is your responsibility to ensure a satisfactory Risk Assessment has been carried out for your event.
6. You must ensure that there is adequate security to ensure the safety of our personnel.
7. If you provide a treatment area, you must ensure that it is clearly identifiable. The treatment area must be a dry, water/windproof and clearly identified as a Treatment Centre. We are able provide an adequate treatment area at an additional cost.
8. Please inform us whether you will or will not be able to provide refreshments for staff so that we can make provisions.

9. You must ensure that our emergency 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.
10. You must ensure that all additional medical personnel at the event are made known to our team prior to the event commencing and the clinical lead is based on skillset.
11. You must adhere to any request to suspend the event if warranted due to necessary treatments.
12. 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.
13. 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.
14. You are responsible for ensuring that all the necessary licenses to operate your event have been obtained and we as your medical services provider will provide medical cover based on the assumption that you are in possession of such licences.
15. Failure to comply with the requirements of this contract may be treated by us as a fundamental breach of this Agreement and Health & Safety, 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).
16. It is your responsibility to ensure that you have an adequate level of medical cover at any one time.

Our responsibilities

17. We will provide advice on the level of cover based on a medical risk assessment, we will provide medical services at your event to the level of cover you require. Our personnel will only provide medical assistance to the limit of their trained capability. Our services are provided subject to individual limitations and should not be viewed as a substitute for any need for registered nurses or paramedics at the event (unless these staff have been specifically requested and booked).
18. We may carry out our own risk assessments, but these are for our own purposes. You remain fully responsible for your event.
19. 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 medical cover.
20. 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.
21. Neither we nor 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.
22. 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 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.
23. 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.

24. 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).

Information provided to and by RTC Medical Solutions

25. If, in our opinion, a suitable level of cover cannot be agreed, or, your event appears 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.
26. 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.
27. With regard to details of persons treated by RTC Medical Solutions 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 and current GDPR.

Complaints

28. 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, complaints must be in writing to:

Make your email out for the attention of the manager at:

RTC Medical Solutions
Unit 22 Park House Road East
Newcastle Under Lyme
Staffordshire
ST5 7RB

General

29. 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).
30. 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.

31. 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.
32. 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 severed 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.
33. 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.
34. 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.
35. 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.
36. 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.
37. Nothing in the Agreement or any arrangement contemplated by it shall constitute either party or 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.