

Terms and Conditions for Organised Events

1. Event Instruction

1.1 All orders for us to provide services to the service user must be placed in writing, this can be by way of email to the instructed email address following consultation and quotation. Compact response are unable to guarantee that all service requests will be accepted.

1.2 Any/all quotations by Compact Response is not a binding offer, and will only become binding when the quotation made by the organisation has been accepted in writing for services requested by you made in writing.

2. Charges

2.1 Event charges will be outlined in the quotation provided by us at time of quotation.

2.2 Events outside the hours of 08:00 and 18:00 may be subject to a surcharge. Events falling on public holidays may also be subject to a surcharge.

2.3 For events where the 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. All extra charges can be found in our quotation to you. In all incidences where the finish time exceeds that of the stated time on the booking form, excess duty charges will become payable and binding.

2.5 If you wish to cancel the request for our services or change the date or times of the Event, this must be done in writing by email, as well as by call to our office.

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 14 days prior to event will incur no charges.

2.6 Terms of payment are for full payment to be received 7 days prior to the event date unless explicitly agreed in writing. If payment is not made on the due date, interest will be charged at the rate of £40 per week from date of invoice on the whole sum owing or part thereof until the balance of the account is settled.

2.7 All invoices to Compact Response Ltd must be sent by email stating your quotation number as your reference.

3. Your responsibilities

3.1 As the organiser of the event, you retain full responsibility for ensuring that a satisfactory and up to date 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 positions.

3.3 You must ensure that an area for the treatment of patients is clearly defined. A dry, covered clean area must be provided by either you or by us (at Your cost). Drinking water must be made available.

3.4 If the event exceeds 5 hours, then please inform us whether you will or will not be able to provide food for staff so that We can make provisions.

3.5 You must ensure free and clear access and egress to and from the site of the event and adequate parking for our vehicles to park on site. If parking is not available, We

must be informed at booking.

3.6 You must ensure that any additional medical personnel at the event are made known to us prior to the event commencing.

3.7 You must adhere to any request to suspend the event if warranted, due to necessary treatments or emergency situations stated by us that we feel may impact the event itself.

3.8 Your event staff must be made aware of where the first aid post, personnel and/or ambulance(s) are located, to assist any requests by us to participants or spectators.

3.9 Should the event be of such a size that maps or plans are used, we should be provided with an up to date copy. It is your responsibility to ensure an appropriate system/route of communication is made known to us prior to the event taking place.

3.10 You are responsible for ensuring that all the necessary licenses to operate the event have been obtained, as well as should we need evidence of such licenses they will be presented by you upon request. Failure to comply with the requirements of this clause may be treated by compact response as a fundamental breach of this Agreement, in which case We shall be entitled to immediately terminate services, but this will not affect our rights to be paid for services (whether performed or not).

4. Our responsibilities (and limitations to the same)

4.1 We will provide first aid services at the event in a manner commensurate with good practice in first aid delivery. These services are provided subject to the following limitations, and should not be viewed as a substitute for any need for registered doctors, nurses or paramedics at the event (unless these staff have been specifically requested and booked).

4.2 We may carry out our own risk assessments, but these are for our own purposes. You remain fully responsible for a risk assessment to be carried out and be up to date.

4.3 Our duty manager/team leader shall conduct the deployment of our company staff. They are responsible for the health and safety of Compact Response 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 being treating at your event. We accept no liability should this mean that the Event has to cease due to such a reduction of first aid cover. Agreed level of cover is requested by you the service user.

4.5 In the unlikely event of a life threatening emergency occurring in the vicinity of Your Event, any ambulance or member of the medical team may be requested to respond (subject to reduced first aid provision remaining at the Event). Should this occur, the right is reserved by us to leave the event without notice. We accept no liability for any losses incurred by the service user due to the termination of the Event. Should the cause be due to our full or partial withdrawal as a result of medical grounds due to an incident(s) at the event.

4.6 You are advised to arrange appropriate "Event cancellation insurance". We will not accept any liability for any loss you may incur in relation to cancellation which could have been covered by such insurance.

4.7 Neither We nor Compact Response 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.

4.8 Subject to clause 4.9 below, Compact response and it's personnel shall have any liability to you (the client) 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 negligence as a result of services by us.

4.10 We shall not be liable for any failure in performance of any of Compact Responses obligations under the Agreement caused by factors outside of the companies control (including but not limited to fire, storm, flood etc).

4.11 We may on occasions utilise the services and staff of other companies vetted by Compact response. In this case any claims for negligence, malpractice or mismanagement, including legal proceedings will be dealt with by those companies respectively and not by Compact Response.

5. Information provided to and by Compact Response.

5.1 If, in our opinion, a suitable level of cover cannot be agreed, and it is deemed that your event will put staff at unacceptable risk of injury/illness, We reserve the right not to proceed with supplying cover to the event itself. However, it remains your sole responsibility as the body organiser, to ensure that the level of cover requested complies with all statutory regulations and requirements, laid down by any governing body relating to an event to proceed.

5.2 Our willingness (and the fees quoted) to provide resources, is made on the understanding that the details of the booking 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 fees, or to reconsider acceptance of the event. If upon arrival at the event, the senior member of team leader in attendance considers the event to be larger/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, this will be with reasons for withdrawal. Should it be necessary at this stage to withdraw from the event, full charges will apply for the resources provided. 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 Compact Response personnel, personal information will only be provided upon a request by legal representation and/or by written consent of the individual concerned. Such requests are subject at all times to the Data Protection Act 1998.

6. Complaints

6.1 Any complaints or disagreements regarding services supplied should be made known on the day when taken place to management at the event. Or should such incidents be made known after the event, these should be made in writing.

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 subject to the Freedom of Information Act 2000, then you agree that before disclosing any information about Compact Response, 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/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 the property of, or the rights in the use of 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/authority to be illegal/invalid or unenforceable, then that provision will, to the extent required, be served from this agreement. And will be ineffective without, as far as is possible, modifying any other clause or part of this contract. 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 and 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 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.

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.