

KCH MEDICAL SOLUTIONS (CSL MEDICAL) LIMITED

Event Medical Cover – Terms and Conditions

This document outlines the terms and conditions for medical cover provided by CSL Medical Solutions Limited. It aims to ensure clarity, transparency, and mutual protection for both parties.

1. Definitions

For the purposes of these Terms and Conditions:

- **“Company”** means **KCH MEDICAL SOLUTIONS (CSL MEDICAL) LIMITED**.
- **“Contract”** means the agreement for the provision of Services by the Company to the Customer.
- **“Customer”** means any individual, firm, or organisation ordering or purchasing Services from the Company.
- **“Services”** refers to the event medical cover provided by the Company, including but not limited to first aid, ambulance, paramedical, nursing, or medical cover in any combination or skill level.
- **“Event Medical Cover”** means the deployment of the Company’s staff and equipment to provide medical services as described above at a specific event.

2. Acceptance of Event Medical Cover Booking

2.1. A **Contract** is formed upon written acceptance by the Customer to engage the Company’s services—this may be in the form of a signed agreement, emailed confirmation of a quotation, or official letter.

2.2. Acceptance of a booking constitutes agreement to these Terms.

2.3. The Customer will be deemed to have accepted these Terms unless they notify the Company in writing of any objections within **seven (7) days** of the date of acceptance.

2.4. Any conditions or terms submitted by the Customer, whether oral or written, shall not apply unless expressly accepted in writing by the Company.

3. Booking and Deposit

- 3.1. A **20% non-refundable deposit** is required to confirm your booking.
- 3.2. Final pricing may vary based on actual event requirements.
- 3.3. Bookings are only confirmed upon **receipt of the deposit AND written confirmation** from the Company acknowledging acceptance.

4. Cancellation Policy

- 4.1. A full refund of the deposit is provided if cancellation is made **48 hours or more** before the event.
- 4.2. Deposit is non-refundable under all circumstances. However, if cancellation is made 48 hours or more before the event, no additional fees will be charged.

5. Arrival and Setup

- 5.1. Medical personnel will arrive approximately **15-30 minutes before** the event for setup and briefing.

6. Event Medical Cover Requirements

- 6.1. Coverage levels will align with the **HSE Event Safety Guide**.
- 6.2. Customer-requested deviations are at their own risk.
- 6.3. The Company may **refuse service** if the cover level is deemed inadequate

7. Escalation Process

- **Green:** Discussion and action plan development.
- **Amber:** Escalation to Company Director if cover requests are denied.
- **Red:** Director contacts NHS and/or HSE.
- **Black:** Services terminated; authorities notified.

8. Equality and Diversity

- 8.1. The Company operates a strict **Equality and Diversity Policy**.
- 8.2. Discriminatory behavior will not be tolerated.

9. Health and Safety

- 9.1. The Customer is responsible for a **safe environment**.
- 9.2. Unsafe conditions may result in delayed or refused service.
- 9.3. Risk assessments will be conducted in unsafe environments with Fire & Rescue liaison where needed.

10. Insurance

- 10.1. The Company holds:

Public Liability: £1,000,000

Employers' Liability: £10,000,000

- 10.2. Customers must hold appropriate events and public liability insurance.
- 10.3. Event cancellation insurance is strongly recommended

11. Prices

- 11.1. Prices are based on current Company rates and may change if not confirmed in writing.
- 11.2. Prices are **VAT exempt** (the Company is not VAT registered).
- 11.3. **No minimum charge** applies for services.

12. Mileage and Travel

- 12.1. Travel and accommodation costs are included in quotes where applicable.

13. Payment Terms

- 13.1. 30-day payment terms from invoice date.
- 13.2. Late payments will incur interest at a rate of 8% per annum plus the Bank of England base rate, currently 4.5%, as per the Late Payment of Commercial Debts (Interest) Act 1998.

14. Force Majeure

- 14.1. The Company is not liable for delays due to circumstances beyond its control, including but not limited to acts of God, war, pandemics, or government

restrictions.

15. Insolvency of the Customer

15.1. The Company may cancel the Contract and demand immediate payment if the Customer becomes insolvent, bankrupt, or ceases trading.

16. Responsibilities of the Customer

The Customer is responsible for:

Completing a full risk assessment.

- Ensuring event stewarding to prevent safety issues.
- Providing a dry, covered treatment area or requesting the Company to do so.
- Ensuring unhindered access and parking for medical staff and vehicles.
- Notifying the Company of all additional medical personnel on site.
- Pausing the event when treatment is required.
- Ensuring staff are aware of medical facilities and communication protocols.
- Providing maps/plans/radios when applicable.
- Obtaining all licenses and permits and complying with relevant legislation.

Failure to meet these responsibilities may be treated as a fundamental breach of contract, allowing the Company to withdraw services without refund while retaining the right to full payment.

17. Law

17.1. These Terms and all associated Contracts shall be governed by **English law**.

17.2. Both parties submit to the **non-exclusive jurisdiction of the English courts**

18. Data Protection

The Company complies with the Data Protection Act 2018 and the UK GDPR. All patient and customer information will be handled confidentially and stored securely. Data will not be shared with third parties unless required by law or necessary for medical care.

19. Medical Records & Incident Reporting

19.1. All medical interventions and incidents will be recorded by qualified staff. These records remain the property of KCH Medical Solutions (CSL Medical) Limited and may be shared with emergency services or regulatory bodies if required.

19.2. Medical records will be retained securely for a period of [7 years] in accordance with healthcare regulations. Customers may request access in writing, subject to legal and confidentiality considerations.

21. Subcontracting Clause

The Company remains liable for the acts and omissions of subcontractors as if they were its own.

22. Version Control and Updates

These Terms and Conditions are subject to periodic review. The Company reserves the right to amend the notice provided to the Customer. The version in force at the time of booking shall apply unless others

23. Scope of Services

23.1. Up to 8 hours of on-site coverage unless otherwise specified.

23.2. Allocation of medical personnel according to event size, risk level, and venue.

23.3. Standard equipment such as AED, trauma kits, first aid supplies, oxygen therapy units.

Any deviation or enhancement must be agreed upon in writing prior to the event.

24. Language and Interpretation

In the event of discrepancies between translated versions and the original English version of these Terms The English version shall prevail.

25. GDPR Rights

Individuals have the right to access, rectify, or request the deletion of their personal data. Such requests must be submitted in writing to the Company's

Data Protection Officer.

26. Service Exclusions

26.1. Post-event patient care beyond the event site.

26.2. Hospital transport beyond NHS coordination.

26.3. Distribution of prescription medication