

Ambulance Transport & Repatriation Services
Terms and Conditions
Version 2.0 | January 2020

Definitions

“you” or “your”	you or the organisation you represent
“us”, “we” or “our”	RTC Medical Solutions
“Additional Charges”	any amounts set out in the Invoice (in addition to the Agreed Price) payable by you in exchange for any services or equipment we provide which are not within the scope set out in the Quote for your transport
“Agreed Price”	the price set out in the Quote
“Invoice”	the invoice we will issue to you once you have accepted our Quote
“Interest”	an annual rate of 4% above the base lending rate from time to time of Lloyds Bank, accruing on a daily basis and compounding quarterly until payment is made
“Quote”	the email we will send you setting out the information we require from you in order to process your booking and provide transport
“Risk Assessment”	a written copy of any identified hazards and risks that have the potential to cause harm, and the identified controls in place to eliminate the hazard or reduce the risk
“in writing” or “written”	this includes emails

Contacting us

How to contact us: Once you have submitted an enquiry using the online booking form on our website you will receive a quotation (the "Quote") containing contact details.

Booking

Duration of this contract: This contract is effective from the time we send you a booking confirmation email until the transport has taken place.

If we cannot accept your booking:

If we are unable to accept your booking, we will inform you of this and will not charge you for your ambulance transport. This might be due to the transport or level of clinical staff requested to be inadequate for the transfer or, we have not received adequate information to enable us to assess the suitability for the transfer type requested. If this happens, we will explain our rationale and suggest what we consider to be suitable. We are unable to accept your booking until we have both agreed a safe level of cover or transport type.

Confirmation of booking for all Ambulance and Repatriation services must be either in writing. There will be no guarantee of provision of transportation if you have not received confirmation. A quotation is not a binding offer until you have received written confirmation that RTC Medical Solutions will be providing land or air ambulance transfer. 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).

Making changes to your booking:

(a) Your right to amend your booking If you wish to increase your level of medical support, you must contact us as soon as reasonably practicable. We will then make the necessary arrangement providing that the change is safe, we will then update the agreed price if required and anything else affected by the request. The amendment will only become effective upon written confirmation from you that you are happy to proceed.

(b) Our right to amend your booking if we become aware in advance, of any information which means the level of cover agreed in your Quote is inappropriate, we can only continue with your booking if the level of cover is revised. We will advise you in writing as soon as practicable if we have any reason to believe we are unable to provide cover at the original level agreed.

Our obligations to you

Before the transport:

(a) we will ensure that our Personnel are appropriately trained and insured to deliver the agreed level of medical support/transport in compliance with Care Quality Commission regulations where necessary and as appropriate;

(b) we will provide you, upon request, with written confirmation that we have appropriate insurance cover in place

(c) we will ensure that all arrangements are confirmed prior to travel

(d) we will keep you up to date with all information relative to your booking

During the transport:

(a) we will appoint a point of contact;

(b) we will provide the agreed number of Personnel for your transfer;

- (c) we will use reasonable endeavours to ensure our Personnel follow health and safety rules and regulations that you have made us aware of at the venue for the transfer;
- (d) we will provide insured ambulance services in compliance with Care Quality Commission regulatory requirements;
- (e) your point of contact is responsible for the health, safety and welfare of the patient, companions and our personnel and have a legal obligation to them under relevant legislation.

Your obligations to us

Before the transport:

- (a) you must provide all information requested by us, and return this to us at least 10 working days before the transfer;
- (b) you are responsible for ensuring we are provided with all necessary information, this includes but not limited to:
 - Passport information
 - Addresses including area codes
 - Contact telephone numbers
 - Confirmation of fit to travel
 - Medical notes
 - Confirmation of healthcare facility acceptance
- (c) you must ensure that we are cc'd into all communications between to discharging and receiving medical facilities
- (d) you must provide us with any information relating to the patient's condition or travelling companion including:
 - Infectious diseases
 - Special medical requirements
 - Dietary requirements (including allergies)

we will discuss this with you prior to the transport.

During the transfer:

- (a) you will only bring the agreed amount of luggage
- (b) keep the clinical area of the ambulance free from litter/personal belongings
- (c) allow the medical team to perform medical checks as necessary
- (d) do not attempt to use or interfere with any medical equipment
- (e) not provide any medication to the patient without informing the clinical staff
- (f) not disturb the driver or drivers on rest periods
- (g) you must follow instructions from the clinical team/driver.

Where we might not be able to provide transport

Suitable level of medical support:

We rely on the information you provide us to determine a suitable level of medical support for your journey. If your transfer requires a higher level of clinical expertise than that indicated by the information you have previously provided, the attending clinician will need to refer the transfer to the Duty Manager, we will inform you whether we will either:

- (a) immediately suspend the transfer and charge you the Agreed Price;
- (b) require a higher clinical grade who will be sent to the pickup location. For repatriations, this may require the ambulance crew collecting the clinician from the nearest airport). In this instance you will be liable for the additional costs which must be paid prior to the clinician being dispatched.
- (c) continue the journey with ongoing telephone support from a Clinical Team Leader which will be chargeable at an agreed hourly rate.

Deviating from route in the following (unlikely) circumstances:

- (a) in order to obtain further medical care outside of the scope of practice of the booked clinical team for any person they are treating.
- (b) where there is a life-threatening situation occurring.

In both instances, if the patient is required to remain on site for longer than 60 minutes, the crew will require authorisation from the Duty Manager who will either:

- (a) adjust the hourly rate
- (b) terminate the transport service
- (c) provide a maximum wait time for the crew

In any circumstance where an additional premium is due, this will need to be cleared before the transport recommences.

Payment and Charges

We will invoice you:

Once a quotation is agreed, we will raise an Invoice for the full amount of the Agreed Price (and, where applicable, any Additional Charges). This invoice is payable within the time frame set out in your invoice. Unless we agree otherwise with you in writing, we only accept payment by bank transfer to the account details set out in the Invoice.

If we do not receive payment on time:

You must pay the final remaining amount specified on the Invoice 14 days before the first day of your agreed transport. If you owe us monies under an outstanding Invoice, we reserve the right to decline to provide transport until your account is settled with us. Please note that we are unable to book flights, tunnel or toll charges until we receive payment in full.

Insurance

Insurance cover for RTC Medical Solutions:

We will have in place:

- (a) Public liability insurance cover in the insured sum of at least £10 million in the aggregate, and;
- (b) Professional Indemnity Insurance to the sum of £10 million in the aggregate.

Cancellation

Should you wish to cancel or amend your transport or medical support you must notify us by email and telephone as a late cancellation fee may be incurred.

Less than 7 day's notice: 100% charge

7-21 day's notice: 50% charge

More than 21 day's notice: No charge

Please note that in the event that we have paid for flights, Tunnel fees or other charges associated with your booking, these charges are none refundable.

If there is a problem

Complaints

(a) if you wish to raise a concern about the services you have received under this Contract please email complaints-feedback@eventsmedicalservices.co.uk

(b) if a patient is unhappy with the treatment we provided, further information is available on www.eventsmedicalservices.co.uk or the patient can contact us directly by emailing complaints-feedback@eventsmedicalservices.co.uk

Limitation of liability

(a) We do not exclude or limit liability for death or personal injury caused by our negligence or fraudulent misrepresentation but, subject to this and the requirements of the law, our liability to you in contract, tort or otherwise for any damage, loss, liability, costs or expenses suffered or incurred by you or any other person arising directly or indirectly out of our provision of the ambulance transport under the Agreement or otherwise will be limited as follows:

(i) our liability for loss or damage to land or property belonging to you or any other person caused by an act or omission of our Personnel, employees, agents or contractors will not exceed £10,000;

(ii) our liability for all other loss or damage suffered by you in any 12 month period and caused by an act or omission of our personnel, our agents, employees or contractors will not exceed the total of the Agreed Price and (where applicable) any Additional Charges which are paid by you;

(iii) you agree that we will not be liable in any way for any loss, nor will we be liable for any indirect, consequential or special loss or damage arising from our provision of the transport;

(iv) we will not be liable for any delay or failure to comply with our obligations where the failure is caused by fire, flood, inclement weather, strikes, industrial action, pandemic, government action or any other reason or circumstances beyond our reasonable control.

(b) Unless the law provides otherwise (and except as a result of a breach by us of our obligations under this contract or our negligence or where we are otherwise liable at law for such damage, loss, liability or expenses) and without prejudice to our other rights and remedies, you will indemnify us against all or any of the following:

(i) any and all damage, loss, liability or expenses which we may suffer or incur as a result of a claim by a third party; and

(ii) all costs and expenses (including enquiry agents, debt collection agents and legal costs on a full indemnity basis) incurred or sustained by us in enforcing any terms of this contract.

Other important terms

Authority to enter the Agreement: If you enter into the Agreement on behalf of another person, you warrant that you have the appropriate and necessary authority to enter into the Agreement on behalf that other person and to bind that other person to the terms of the Agreement.

Amounts due under the Invoice: All amounts due and payable under the Invoice are payable by you in full.

We may transfer this agreement to another person. We may transfer, sub-contract, assign or novate all or any of our rights and obligations under the Agreement (in whole or in part) to another organisation or person on our approved partners list, details of which may be provided on request. We will notify you if we plan to do this.

You need our consent to transfer your rights to another person: You may only transfer, sub-contract, assign or novate your rights and obligations under the Agreement to another person if we agree to this in writing.

No other person has any rights under this contract. A person who is not a party to this contract has no right to enforce any terms of the contract, other than any person or organisation to whom you give a guarantee or other security.

If a court finds part of this contract illegal, the remainder will continue in force. If any clause or part of the Agreement is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from the Agreement and will be ineffective without, as far as is possible, modifying any other clause or part of the Agreement and this will not affect any other provisions of the Agreement which will remain in full force and effect.

Even if we delay in enforcing, or do not enforce, our rights, we still have the right to enforce them later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us from taking steps against you at a later date.

This is our entire agreement with you. These terms together with the terms set out in the Quote and our written confirmation to you of coverage constitute the entire agreement between relating to the transport. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you will have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

These terms are governed by English law. These terms are governed by (and are to be interpreted in accordance with) the laws of England and Wales. The English and Welsh courts will have exclusive jurisdiction for any disputes arising out of this contract.

Our right to amend this document: We reserve the right to amend and update these terms and conditions periodically.