

### BACKGROUND:

These Terms and Conditions are the standard terms for the sale of services via email or telephone communication by ALS Med Ltd, trading as, **ALS Med Ltd** a Limited Company registered in England and Wales under number 14760312, whose registered address is 4<sup>th</sup> Floor, 205 Regent Street, London, W1B 4HB.

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>“Business Day”</b>	means, any day other than Saturday or Sunday or bank holiday;
<b>“Calendar Day”</b>	means any day of the year;
<b>“Contract”</b>	means the contract for the purchase and sale of Services, as explained in Clause 3;
<b>“Month”</b>	means a calendar month;
<b>“Order”</b>	means your order for the Services, made via email or telephone, or whatsapp messaging;
<b>“Order Confirmation”</b>	means Our acceptance and confirmation of your Order as described in Clause 3;
<b>“Pre-Contract Information”</b>	means information about ALS Med Ltd, the Services, pricing, and your legal rights that We are required to provide under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 some of which will be provided by email or telephone, and all of which will be made available to you via our Terms And Conditions on our Website – <a href="http://www.med-als.com">www.med-als.com</a> ;
<b>“Price”</b>	means the price payable for the Services;
<b>“Services”</b>	means the services which are to be provided by Us to you as specified in your Order (and confirmed in Our Order Confirmation);
<b>“Special Price”</b>	means a special offer price payable for the Services; and
<b>“We/Us/Our”</b>	means ALS Med Ltd, a Limited Company registered in England under number 14760312, whose registered address is 4 <sup>th</sup> Floor Office, 205 Regent Street, London, W1B 4HB..

1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by email, text message, fax or other means.

## 2. Information About Us

- 2.1 ALS Med Ltd, a Limited Company registered in England under number 14760312, whose registered address is 4<sup>th</sup> Floor Office, 205 Regent Street, London, W1B 4HB..
- 2.2 We are regulated by The First Aid Industry Body (FAIB) and our employee's regulatory bodies; Health Care Professions Council (HCPC), General Medical Council (GMC), Nursing and Midwifery Council (NMC).
- 2.3 We are a member of The First Aid Industry Body (FAIB), Federation of First Aid Training Organisations.

## 3. The Contract

- 3.1 These Terms and Conditions govern the sale of services by Us, via email, telephone or secure WhatsApp communication and will form the basis of the Contract between Us and you. On receipt of the invoice you will have a note reminding you to read the terms and conditions and you should ensure that you have read these Terms and Conditions and the Pre-Contract Information carefully.
- 3.2 Nothing provided by Us including, but not limited to, the information given over the telephone, sales and marketing literature, price lists and other information constitutes a contractual offer capable of acceptance. This is only until the contract has been agreed with Us and You as the customer; it then becomes legally binding.
- 3.3 A legally binding Contract between Us and you will be created upon Our acceptance of your Order, indicated by Our Order Confirmation. Order Confirmations will be provided in writing by email confirming payment of the invoice has been received.

## 4. Orders

- 4.1 All Orders for Services made by you via email, telephone or encrypted WhatsApp messages will be subject to these Terms and Conditions.
- 4.2 You may change your Order at any time before We begin providing the Services by contacting Us. Requests to change Orders do not need to be made in writing.
- 4.3 If your Order is changed We will inform you of any change to the Price when you contact Us and will confirm the change in writing.
- 4.4 If you change your mind, you may cancel your Order at any time either before We begin providing the Services or, subject to limitations, once the Services have begun by contacting Us. Please refer to Clauses 10 and 11 for details of your cancellation rights.
- 4.5 We may cancel your Order at any time before We begin providing the Services in the following circumstances:
  - 4.5.1 The required personnel and/or required materials necessary for the provision of the Services are not available, therefore making the event unsafe for You, Us and Your guests/public according to the HSE; or
  - 4.5.2 An event outside of Our control continues for more than 3 calendar days (please see Clause 9 for events outside of Our control).

- 4.6 If We cancel your Order under sub-Clause 4.5 and you have already made any payment to Us, the payment will be refunded to you within a maximum of 10 calendar days. If We cancel your Order, you will be informed by telephone and the cancellation will be confirmed in writing by email communication to all relevant parties.

## 5. Deposit & Payment

- 5.1 We do not charge VAT.
- 5.2 Pricing and payment structures (including due dates for payment) may vary according to the nature of the Services ordered.
- 5.3 We accept the following methods of payment:
- 5.3.1 BACS Transfer;
- 5.4 We do not charge any additional fees for any of the payment methods listed in sub-Clause 5.6.
- 5.5 A deposit must be paid within 7-days of accepting the quote to secure your medical cover.
- 5.6 This will be a non-refundable deposit and will be 20% of the total price on your invoice. Any refunds given will NOT include this non-refundable deposit.
- 5.7 All invoices are due to be paid by the date shown on the invoice you will receive when your booking is confirmed. Invoices must be paid in full 2 weeks prior to the event taking place.
- 5.8 For 'last-minute bookings' this deadline will be changed accordingly and communicated with You. In these cases, the due date for payment will become immediate.
- 5.9 The provisions of sub-Clause 5.7 will not apply if you have promptly contacted Us to discuss a delay in an invoice payment in good faith. No interest will accrue if there are sufficient circumstances given to Us for your late payment. This is at ALS Med Ltd Senior Management Discretion.
- 5.10 If you fail to make payment to Us before the due date of the invoice, then you will incur a **20% increase** to the total value of the invoice **every 7 days** until the invoice is paid in full. If this payment isn't received after 7 days from the invoice due date, we will seek legal advice and your medical cover for your event will be at risk of termination (for those advanced bookings). For any last-minute bookings, if payment isn't received immediately when the invoice is sent, then you will not receive any medical provision. You will be liable for any legal fees.

## 6. Providing the Services

- 6.1 As required by law, We will provide the Services with reasonable skill and care, consistent with best practices and standards in the Health Care Sector and by any information provided by Us about the Services and about Us. We will begin providing the Services on the date agreed when you make your Order (which shall be confirmed in Our Order Confirmation). Please note that if you request that the Services begin within the statutory 14 Calendar Day cancellation (or "cooling-off") period, your right to cancel may be limited or lost. Please see Clause 10 for your statutory cancellation rights.
- 6.2 If We require any information from you to provide the Services, We will inform you of this as soon as is reasonably possible. Depending upon the exact nature

of the Services you require from Us, We may require information such as risk assessments completed by event organisers, local authority plans and perform a site visit; meaning we will require access to the event site before the event date.

- 6.3 If the information you provide under sub-Clause 6.2 is delayed, incomplete or otherwise incorrect, We will not be responsible for any delay caused as a result. If additional work is required from Us to correct or compensate for a mistake made as a result of incomplete or otherwise incorrect information that you have provided We may charge you a reasonable additional sum for that work.
- 6.4 In certain circumstances, for example, where there is a delay in you sending Us information required under sub-Clause 6.2, this may put your event medical cover or first aid training session at risk and We may be forced to withdraw cover for safety reasons or charge extra if requirements have been falsely advertised to Us, meaning the incorrect level of medical provision was provided, as it leaves Us and You liable. As stated in sub-Clause 6.3, the result of this would have additional charges added to the invoice.
- 6.5 If there has been no payment made by You within the due date of the invoice, then You will be sent reminders to pay the invoice and may be contacted directly by the ALS Med team to speak about payment.
- 6.6 If You have agreed to use Us as your medical provider but provide us with no information leading up to the event date and the event date passes, then you will be liable for an administration fee due to (but not limited to) the planning of the event, the extra logistical requirements sourced and purchased, staff organised and event documents written. This fee is at the ALS Med Ltd Senior Management and Event Planning Team's discretion and failure to pay this will leave you liable to legal action.

## **7. Problems with the Services and Your Legal Rights**

- 7.1 We always use reasonable endeavours to ensure that Our Services are trouble-free. However, if there is a problem with the Service/s, We request that you inform Us as soon as possible via [complaints@med-als.com](mailto:complaints@med-als.com).
- 7.2 We will not charge you for remedying problems under Clause 7 where the problems have been caused by Us, any of Our agents, or sub-contractors or where nobody is at fault. If We determine that a problem has been caused by incorrect or incomplete information provided by you, sub-Clause 6.2 will apply.
- 7.3 As a consumer, you have certain legal rights concerning the purchase of services. For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards Office. If We do not perform the Services with reasonable skill and care, you have the right to a reduction in price. This is at Our discretion based on the information and evidence provided. If the Services are not performed in line with the information that We have provided about them, you have the right to a reduction in price. These circumstances are (but are not limited to) falling below HSE guidance and falling below the Health & Safety Regulations. In cases where a price reduction applies, this may be any sum up to the full Price and, where you have already made payment(s) to Us, may result in a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 10 calendar days starting on the date on which We agree that you are entitled to the refund) and made via the same payment method originally used by you unless you request an alternative method.

## 8. **Our Liability**

- 8.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence (including that of Our employees, agents or sub-contractors). Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 8.2 If We are providing Services in your venue and We cause any deliberate damage, We will discuss how this can be rectified and You may be entitled to a partial refund to cover the damage. This does not stand if the damage was unintentional, accidental or unforeseeable.
- 8.3 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for failing to perform the Services with reasonable care and skill or by information provided by Us about the Services or Us.
- 8.4 Nothing in these Terms and Conditions seeks to exclude or limit your legal rights as a consumer. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

## 9. **Events Outside of Our Control (Force Majeure)**

- 9.1 We will not be liable for any failure in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: internet service provider failure, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, any declared major incident by emergency services, any national emergency or any other event that is beyond Our reasonable control.
- 9.2 If any event described under this Clause 9 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions or the Contract:
  - 9.2.1 We will inform you as soon as is reasonably possible;
  - 9.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;
  - 9.2.3 We will inform you when the event outside of Our control is over and provide details of the arrangements to take place; ie. Refund, rescheduling of events (if you plan to reschedule your event date due to the circumstance, we will still provide cover for the future event) resulting in a revised invoice and supporting documentation being updated.
  - 9.2.4 You may do so if an event outside of Our control occurs and you wish to cancel the Contract. Any refunds due to you as a result of such cancellation will be paid to you as soon as is reasonably possible.

## 10. **Your Statutory Rights & Refunds**

- 10.1 As a consumer, you have a statutory right to cancel your Contract with Us up to 14 Calendar Days after the Contract between you and Us is formed (as explained in sub-Clause 3.3). You may cancel your Contract with Us for any reason under this right. If you wish to cancel your Order before receiving Our Order Confirmation or if you wish to cancel the Contract after receiving the Order



- Confirmation but before the Services begin, sub-Clause 10.2 will not apply.
- 10.2 As noted in sub-Clause 6.1, if you have requested that the Services begin within the 14 Calendar Day cancellation period your statutory right to cancel may be limited or lost. By requesting that the Services begin within the statutory cancellation period you acknowledge and agree that:
- 10.2.1 If the Services are fully performed within the 14 Calendar Day cancellation period, you will lose your right to cancel after the Services are fully performed.
- 10.2.2 ALS Med Ltd cannot and will not leave an event midway through provision times as this will leave your event guests unsafe and you will be breaching the HSE regulations for medical provision, leaving you liable to prosecution for risk to life. We will not honour the wish to cancel medical cover midway through an event *unless* the event has come to an early end and all public is leaving the event footprint.
- 10.3 If you wish to exercise your right to cancel under Clause 10, you must inform Us of your decision. You may do so in any way that is convenient for you. Please ensure that you inform Us of your decision to cancel before the period in sub-Clause 10.1 expires (note that the cancellation period is defined as whole Calendar Days. If, for example, you send Us an email or a letter by 23:59 on the final day of the cancellation period, your cancellation will be valid and accepted). We provide a cancellation form that you may use if you wish to inform Us in writing. The cancellation form and accompanying instructions are available by contacting [info@med-als.com](mailto:info@med-als.com). Alternatively, please contact Us:
- 10.3.1 By telephone on 0121 516 5118;
- 10.3.2 By email at [info@med-als.com](mailto:info@med-als.com); or
- 10.4 We may ask you why you have chosen to cancel and may use any answers you provide to improve Our services, however, you are under no obligation to provide any details if you do not wish to.
- 10.5 Refunds under Clause 10 will be issued to you no later than 10 Calendar Days after the date on which you inform Us that you wish to cancel; however percentage of refunds can be found in subclause 10.7
- 10.6 Refunds under Clause 10 will be made using the same payment method you used when ordering the Services [unless you specifically request that We make a refund using a different method].

10.7

Notice Given	% of the fee charged
<b>Within the 14 Day cooling off period from accepting quote</b>	<b>0%</b>
<b>Over 28 days</b>	<b>0%</b>
<b>15 - 28 days</b>	<b>25%</b>
<b>1 - 14 days</b>	<b>50%</b>
<b>Cancellation on the day/within 24 hours</b>	<b>100%</b>

### 11. Cancellation After the Statutory Cancellation Period

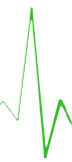
- 11.1 Cancellation of Services after the 14 Calendar Day cancellation period has elapsed shall be subject to the specific terms governing those Services and may be subject to a minimum payment. This is the administration fee at the discretion of the ALS Med Ltd Senior Management & Event Planning Teams. This payment percentage can be found in subclause 10.7
- 11.2 If you wish to exercise your right to cancel under Clause 11, you must inform Us of your decision to do so. You may do so in any way that is convenient for you. We provide a cancellation form that you may use if you wish to inform Us in writing. Alternatively, please contact Us:
  - 11.2.1 By telephone on 0121 516 5118;
  - 11.2.2 By email at [info@med-als.com](mailto:info@med-als.com); or
- 11.3 We may ask you why you have chosen to cancel and may use any answers you provide to improve Our services, however, you are under no obligation to provide any details if you do not wish to.
- 11.4 Eligibility for refunds may vary according to the Services/Provision requested and how close it is to the event commencement date as staff and logistics will have already been prepared and made ready for action. In some cases, you may be required to make a further payment on cancellation. Please see Sub-Clause 11.1.
- 11.5 Refunds under Clause 11 will be issued to you no later than 10 Calendar Days after the date on which you inform Us that you wish to cancel.
- 11.6 Refunds under Clause 11 will be made using the same payment method you used when ordering the Services [unless you specifically request that We make a refund using a different method].

### 12. Communication and Contact Details

- 12.1 If you wish to contact Us with general questions or complaints, you may contact Us by telephone at 0121 516 5118 or by email at [info@med-als.com](mailto:info@med-als.com), [complaints@med-als.com](mailto:complaints@med-als.com)

### 13. Complaints and Feedback

- 13.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is positive, We nevertheless want to hear from you if you have any cause for complaint.
- 13.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available on our website.
- 13.3 If you wish to complain about any aspect of your dealings with Us, including, but not limited to, these Terms and Conditions, the Contract, or the Services, please contact Us in one of the following ways:
  - 13.3.1 [In writing, addressed to, ALS Med Ltd, 4<sup>th</sup> Floor Office, 205 Regent Street, London, W1B 4HB.;
  - 13.3.2 [By email, addressed to our complaints manager, [complaints@med-als.com](mailto:complaints@med-als.com);



13.3.3 [Using Our complaints policy & procedure, you can find all the details of what to include in your complaint letter or email;]

13.3.4 [If you are unsure of how to process your complaint then you can contact Us by telephone at 0121 516 5118 and ask to speak to someone regarding a complaint you wish to raise.

#### 14. **How We Use Your Personal Information (Data Protection)**

We will only use your personal information as set out in Our Data Protection Policy found on our website available at <https://med-als.com/privacy-policy>

All information provided by you will be covered by the INformations Governance Guidelines.

#### 15. **Other Important Terms**

15.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.

15.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.

15.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

15.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

15.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

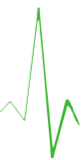
#### 16. **Governing Law and Jurisdiction**

16.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed by the law of [England & Wales].

16.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 16.1 above takes away or reduces your rights as a consumer to rely on those provisions.

16.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, as determined by your residency.





### 17. Agreement of Terms and Conditions

17.1 This document will be sent to You via email along with your quote and invoice. By You accepting the quote and requesting an invoice, you are agreeing to the Terms and Conditions of this document and therefore becomes a legally binding contract from the date of your acceptance/request of invoice.

**This procedure has been approved & authorised by:**

**Name:** Alexander Blenkiron, Liam Ormsby

**Position:** Managing Director, Managing Director

**Date:** 19/02/2025

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