

01/01/2020,

SBC Services C.I.C Terms of Service

15 Queen Square, Leeds, West Yorkshire, LS2 8AJ 0330 133 3933 [info@sbcservices.org.uk](mailto:info@sbcservices.org.uk)

From herein, SBC Services C.I.C will be referred to as we/us/our and the customer referred to as you/your. You have entered legally binding terms and conditions.

1. Our medics abide by child and adult safeguarding and any concerns will be dealt with appropriately.
2. You must provide any documentation we feel relevant within 72 hours of our request for it. Failure to provide will void your booking.
3. All fees and invoices must be made in full to secure your booking. If anything is outstanding then your booking is not guaranteed, and your required dates are available for others to book and secure. We will be unable to dispatch medics to your event unless our entire booking process is completed.
4. If our team members require to stay near to your event, this cost is payable by yourself. We take the welfare of our medics seriously.
5. You and your participants are aware of the inherent element of risk involved in the event and you accept responsibility exposing yourselves and participants to such inherent risk whilst taking part in the Event.
6. No-one will participate in the Event if their ability to participate is impaired by alcohol, drugs or if you they otherwise unfit to participate. You will always enforce this with your participants and personnel.
7. All COVID laws and measures must be always followed and must be enforced with your participants.
8. Ambulance requires two team members, one to drive and one for the patient. This will be charged to you as such.
9. You will always remain in good and effective contact with us and respond within a reasonable timeframe.
10. We may attend your venue prior to the booked event. We may attend one of your events prior to your booked event. You agree to allow us entry, at no cost to us. This is so we can assess your venue and gain further knowledge of your events.
11. We assess the medical cover you require based on the Purple Guide which is specifically for events. Should it be found that you are not using this method to assess the medical cover you require, or you are under scoring your event, we reserve the right to cancel your booking and or withdraw our personnel. Should this happen then you will not be entitled to a refund.
12. For those who are eligible for reduced rates or discounts, If it is found that you are operating for a profit, have significant 'cash in hand' or charge membership fees that are over what we deem as low cost and therefore affordable to communities, or significantly charge a customer for discounted services we provide to you then you will be charged our full rate, this is even if you have paid the donation. This list is exhaustive, and we reserve the right to assess each individual case that presents to us. The rate you will be invoiced for is the limited company rates as per our website. We have to

provide our services to the most suitable causes who require reduced costs. You agree to respect this and be honest with us regarding your financial situation. You agree to not take advantage of our service. You will provide us with information and evidence, if requested, as to your financial situation. Failure to do this may result in you being charged full commercial rates.

13. Our personnel attend your event to provide medical cover only, they are not present to staff your event. Our team members are permitted to refuse any requests that you make for them to conduct tasks outside of their scope and role. We reserve the right to withdraw our personnel from your event should this happen, and you will receive no refund.

14. If we are providing you with an on-call team member then each call is chargeable at the rate of £20 per hour, plus any equipment used.

15. We will invoice you after the event for any equipment used.

16. If you ignore our guidance, requests, concerns, or advice then we take no responsibility or liability for any negative consequences. We reserve the right to cancel your booking and or withdraw our personnel and you will receive no refund.

17. The times provided on your booking 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 our duty officer to ensure continuation of insured medical cover. If medical personnel are required to remain on site then additional charges will be applicable and will be charged to you.

18. As the organiser of the event, it is your responsibility to ensure a satisfactory Risk Assessment has been carried out for your event. This must be based on the Purple Guide for events and failure to use this tool will result in your booking being cancelled and or our personnel being withdrawn, and you will receive no refund.

19. You must ensure that there is adequate security to ensure the safety of our personnel. Failure to abide by this may result in our personnel being withdrawn from your event and you will receive no refund.

20. If you provide a treatment area, you must ensure that it is clearly identifiable. The treatment area must be a dry, covered, clean area. We can provide a suitable treatment area at an additional cost.

21. You will provide welfare provisions for our personnel, including access to drinking water, toilet facilities, hot drinks facilities and for night shifts or shifts over 6 hours access to hot food as well as shower facilities if over 12 hours. If this is not possible, please advise us at time of booking to allow us to make alternative arrangements but you will be charged for these welfare provisions.

22. You must ensure that our 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. You will be liable for all parking charges for our personnel.

23. You must ensure that all additional medical personnel at the event are made known to our personnel prior to the event commencing and that we always hold clinical lead, and we have a Chief Medical Officer (CMO), who will always be GMC registered, available at all times via an on-call system. During on call periods a CMO will not attend any events to ensure availability. Decisions made by our CMO always take priority and precedence, including over your own personnel.

24. You must adhere to any request to suspend the event if warranted due to necessary treatments. We hold no responsibility or liability for any repercussions to the event should this happen.

25. Your event staff must 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.

26. It is your responsibility to ensure an appropriate system / route of communication is made available to us, such as two-way radios, mobile telephones etc.

27. 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 licenses, as well as insurances. If it transpires that you do not hold all relevant and necessary insurances and or licences, our personnel will immediately leave site as you will be breaching these terms. We hold no responsibility for any impact caused to your event in any way.

28. Failure to comply with the requirements of this contract may be treated by us as a fundamental breach of this Agreement, 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).

29. It is your responsibility to ensure that you have an adequate level of medical cover at any one time. First aid is NOT medical cover and is not suitable for the events industry.

30. We carry out our own risk assessments, but these are for our own purposes. You remain fully responsible for your event. If you ignore our risk assessments, guidance, and requests then your booking may be void based on public safety and patient care. Should this happen then we accept no responsibility or liability for any impact on your event and no refund will be given.

31. It may be necessary for our personnel to leave the event to obtain further medical care for any person we are treating. We accept no liability should this mean that the event must cease due to a reduction of medical cover.

32. 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.

33. 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.

34. 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 performance of or failure to perform the Agreement.

35. 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, your event, your personnel, equipment failure etc.).

36. If, in our opinion, a suitable level of cover cannot be agreed, or your event appears, before or during Your Event, to put our staff at unacceptable risk of injury, illness, medical malpractice, or any other situations we deem unacceptable or a risk, including risks to public safety and or patient care, we reserve the right not to proceed with our services. This also applies for public safety and patient

care if we feel it is compromised. 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. Should this happen then you will receive no refund.

37. 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.

38. If upon arrival at the Event, our 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's 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.

39. Regarding details of persons treated by SBC Services personnel, personal information will only be provided upon request by legal representation and / or by written consent of the individual always concerned and are subject to the Data Protection Act 1998. You do not automatically have the right to personal information relating to patients and we may refuse your request if it is unjustified under GDPR, Data protection and confidentiality laws.

40. 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). 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 to consider if any exemptions to disclosure may be applied.

41. If any equipment that you provide fails to meet our standards, then we reserve the right to cancel your booking which may result in personnel being withdrawn from your event. This also applies to other 'medics' including those provided by you. If there are any concerns about the clinical ability of your personnel, then we reserve the right to cancel your booking and or withdraw our personnel immediately. Should this happen then you will receive no refund and we accept no liabilities for any consequences on your event, business, or organisation.

42. 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. This also includes all communications whether by email, message, telephone or in person.

43. 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.

44. If any clause or part of this Contract is found by any court, tribunal, administrative body, or authority of competent authority to be illegal, invalid, or enforceable then that provision will, to the extent required, be served 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.

45. 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.

46. If you cancel your booking prior to paying, a cancellation charge is applicable. This is charged at the total amount of the invoice if your event date is less than four weeks away from the date of cancellation, 70% eight weeks prior to the event date, 50% if you cancel at any other point if the event start date is over eight weeks from the cancellation point. VAT is applicable.

47. You understand that any attempt to entice employees or contractors away from the contractor or to interfere with the contractor's relationship with its employees and contractors would be damaging to the contractor. By continuing with a booking, you are agreeing that before expiry or termination of this agreement and for a period of 12 months after the end of this agreement the client will not in any way, directly or indirectly.

- Solicit, entice, or hire any employee or contractor used by the contractor for a service like that provided by the contractor,
- Discuss employment opportunities or information about competitive employment with any of the contractor's employees or contractors,
- You will not divert or attempt to divert from the contractor any business the contractor had enjoyed.

48. Your quoted amount may change at any time. The charges will reflect, examples but not limited to and we reserve the right to charge as we deem necessary, information we receive regarding your event or financial situation.

49. Our team are experienced and hold qualifications for their role. If concerns are raised by them, or suggestions made by them, you agree to listen to these and implement necessary steps as per our medic, management, insurers, CMO or any other of our personnel's recommendations. This is to ensure the public safety and best patient care. Should you fail to implement then we reserve the right to cancel your booking, which may also result in personnel not attending your event and or leaving your event without further notice. Should this happen then you will not receive a refund and we accept no liability for any consequences it may have

50. All payment methods will incur a charge. Charges are based on the total invoice amount. The levy is 3% of your total charge amount. This will be added on to your invoice and applies to all payments. It is to cover the time spent for creating the invoice and other such related costs.

51. Our aim is for preserving life and this will always come above property. We take no responsibility for damage to, or loss of equipment or adverse effects it may have on your event.

52. We will only provide copies of qualifications for our personnel, DBS checks and other documents to authorised bodies and upon their formal and written request and requests being approved after assessing each request. Examples of authorised bodies are, but not limited to, Police, MAIB, insurances. We will not provide them to customers due to data protection and confidentiality of our personnel.

53. You will provide us with documentation that we request. Failure to do this will automatically cancel your booking. If you send documentation that is not requested, it will be considered as not appropriate, and it will cancel your booking. Should this happen then you will receive no refund.

54. Our personnel will take pictures whilst in attendance. These may be used for advertising purposes. No faces of those under the age of 18 will be shown publicly.

55. If your event involves those under the age of 18, you agree to provide an approved member of your organisation to accompany our medic with the child. Your appropriate adult will only be present to act as a represent of the club/organisation as a witness and to act as the appropriate and responsible adult should the child require attention. Our medics do not take responsibility for children.

56. If we invoice your additional charges, these must be paid. If unpaid, we may take the matter further which may involve civil court.

57. Our personnel will take pictures of any equipment that you provide and will keep records of documents you supply.

58. Our personnel must be given one of your radio communications devices upon arrival and must have this throughout your event. Our personnel have the right to refuse any requests you make of them should they deem it appropriate. If you cause any difficulties on the base of this then our personnel reserve the right to withdraw from your event and no refund will be given to you.

59. If any participant has any medical conditions, physical or other impairments' our personnel must be made aware prior to the event commencing. This is to ensure all participants are kept safe to the maximum possible and enables our volunteers to deal with any issues more effectively.

60. You understand that it is your responsibility to provide appropriate, suitable, and safe equipment for your event and to limit the risk of injuries. Failure to comply with this may result in your booking being cancelled which may result in our personnel leaving your event without further notice. Should this happen then no refund will be provided, and we accept no liability for and consequences to your event, you, your organisation and or business.

61. If your allocated safety officer, or other person you place in charge of the event, and or of safety, does not hold relevant qualifications for water safety and rescue and or medical, you understand that we will take priority in decision making regarding water safety and rescue. Failure to abide by this will render your booking cancelled. The same is applied for First Aid, if your cover is only RYA First Aid, First Aid, First Aid at Work etc, our team members will take priority due to levels of qualifications and these must be listened to and instructions followed. This is all to protect your participants and ensure the highest level of protection and safety.

62. You must always show our team members respect. We will not tolerate any attempts to dismiss, intimidate, make demands or any other behaviour we deem disrespectful. If it is deemed that you have conducted yourself in this way, then your booking will be cancelled. Should this happen then you will receive no refund. And cancellation fees will be applied.

63. If any contradictions or lies are made by any of your representatives, then this will automatically cancel your booking. We operate an open and honest policy and expect the same from customers. Should this happen then you will receive no refund and cancellation fees will be applicable.

64. You must hold insurances that cover your event and provide us with a copy of these upon request. This must be provided to us within 72 hours of our request. Failure to provide will void your booking and you will receive no refund and cancellation fees will apply.

65. If our personnel are concerned about the safety of the public and or patient then we reserve the right to refuse them to participate on the grounds of their safety. We hold no liability or responsibility for refusals based on safety concerns. You agree to provide a suitable equipment for our staff to use that has been maintained regularly, fit for purpose and safe with no defects or defaults.

66. If you provide our personnel with any equipment, items or property and don't request the item/s within 24 hours of the event ending, you lose all rights and ownership of the property and holds no legal claim to the item/s after 24 hours.

67. You agree to engage with our personnel and provide a full report regarding the event to us both before the event and to our personnel who attend the event when they arrive.

68. You agree to implement any requests that our personnel state to you to maintain the safest possible environment for your event, public safety, and the best patient care. Failure to do this will cancel your booking. You agree that as professional and qualified safety cover and medics, our team members hold priority as safety lead and or clinical lead and will take lead on any major incidents that may happen during events. Our personnel can also manage your personnel should it be decided that their management and or decisions are creating concerns for public safety and or patient care. This means that our team members must be listened to with any safety concerns and or requests, and this must be emphasised to any of your personnel and participants who must follow the direction and instruction of our personnel. This also applies to your own personnel. Should this not be abided by then we reserve the right to cancel your booking and or withdraw our staff and you will not receive a refund and cancellation fees may be applied to you.

69. You understand, and agree, that should our staff have any concerns for safety that your event may be stopped until concerns are diminished. If concerns are not mitigated, then we reserve the right to cancel your booking and or withdraw our staff and you will not receive a refund and cancellation fees may be applied to you.

70. We reserve the right to change, amend or add to these terms at any point, including without notice. They are always enforceable, including without notice or prior knowledge. You can view our latest terms by visiting our website and or viewing our booking form link that was sent to you via email.

71. We reserve the right to discuss your booking and information with any professional agencies we deem necessary to safeguard the public and patients. If concerns arise regarding your conduct which impacts on public safety and patient care then we discuss these concerns with the relevant and appropriate agencies, and this may result in your personal information being shared.

72. You must make our staff aware of any hazards, dangers, intelligence, or previous incidents for your event. This includes, but not limited to, violence, drugs, traumatic injuries, abuse, and other concerns but this list is exhaustive and not limited. If you fail to provide any information, we reserve the right to cancel your booking and or withdraw our personnel immediately. You would receive no refund in these circumstances and may be charged cancellation fees.

73. We have a limited liability policy in place.

74. Any equipment used during your event will be chargeable to you. Fees paid do not cover this.

75. Overdue invoices will incur a 8% per day surcharge as per the Bank of England rates. This is based on the total invoice amount and will be added each day the invoice is overdue. This levy will be added as soon as the invoice is overdue. Reminders of overdue invoice will be sent. Unpaid invoices may be subject to, but not limited to, Court action being taken against you. Your booking will also be cancelled and cancellation fees will be applied to you.

76. Our personnel may attend your event with equipment. Should they do this and you refuse them use then we reserve the right to cancel your booking and or withdraw our personnel and you will receive no refund. Cancellation fees may be applied to you.

77. Any additional costs must be paid upon request, and you agree to do so. If you fail to pay any additional costs, then we will take any necessary action to recover which may include debt recovery and or Court action.

78. We operate a zero-tolerance policy against abuse of any kind, violence, threats of violence, intimidation, derogatory behaviour, discrimination or any such else that we deem unacceptable, this list is exhaustive and not limited. If it is felt that this has happened then we reserve to the right to cancel your booking, even if we are in attendance. Should this happen then no refund will be given. Our personnel must be always treated with respect.

79. If we deem that you have not met any of these clauses within these terms of service, either before or during your booking we reserve the right to cancel your booking and or withdraw our personnel. Should this happen, you will receive no refund.

80. Our team members must not be prevented from doing their work. If this happens then surcharges may be applied, or our team members may be removed from your event and no refund given to you. You may also be charged a cancellation fee.

81. All monies paid to us are non-refundable.

82. Complaints must be made in writing to our postal address using the above details.

83. We accept no liability for any damages and or injuries that our clinicians do not accept.

84. All complaints and incidents are fully investigated. You must provide evidence of your complaint which supports it. Hearsay and your opinion are not evidence.

85. You, your personnel and your participants accept responsibility for any injury, damage or loss to the extent caused by your/their own negligence.

86. You will inform our Event manager/team leader/clinical lead if there have been any changes to the information provided on this form at the time of the event. Failure to provide this may result in your booking being cancelled and or our personnel being withdrawn. You would receive no refund and cancellation fees may be applied to you.

87. The provision of medical cover is limited to such assistance as can be practically provided in the circumstances.

88. In the event of an incident, our personnel will take charge of the incident and coordinate others. This is due to our staff experience and qualifications in safety, medical and major incidents. You, your participants, your staff/volunteers must abide by this and obey the instructions of our staff. Failure to comply may result in our personnel being withdrawn and you would receive no refund.



89. You are aware of any specific risks drawn to your attention by our personnel.
90. You understand that our event Co-ordinator/operations manager/clinical lead or other such responsible representative of ours may cancel or postpone the event at any stage in the event of adverse weather, equipment failure or otherwise. Failure to abide by this may result in our personnel being removed and you would not receive a refund. If our event co-ordinator cancels or postpones your event we hold no liability to any repercussions this may cause to you, which includes financially.
91. We reserve the right to cancel and or amend the booking at any point.
92. No monies paid to us are eligible for refund at any point
93. If you provide us with any equipment and you fail to request it within 24 hours of the end time of your event, you forfeit all ownership and rights of and to the item/s. You also have no claim against us for costs incurred due to this, nor to ownership of the item/s.
94. Our personnel wear uniform with our logo on and will not wear items with your logo, or third party logos on at any time. Failure to abide by this may result in our personnel being withdrawn. If this should happen you would receive no refund.
95. If you are providing equipment for our personnel to use, we reserve the right to request documented evidence relating to, but not limited to, service history, expiry dates and other information and evidence we deem relevant.
96. Failure to comply with one, any or all of these terms will result in cancellation and you would not be eligible for a refund. Cancellation fees may also be applied to you.
97. We reserve the right to charge you cancellation fees dependant on the total cost and the circumstances. This charge may vary. This clause, 96, always takes priority over clause 46.
98. We operate a zero-tolerance policy to sexual harassment and violence. Any allegations of these will be deemed as a breach of this contract. Allegations may be referred to relevant authorities, including but not limited to the Police.
99. We reserve the right to add any fees, at any point, that we deem reasonable and necessary.
100. We operate a zero-tolerance policy for making false and malicious allegations against our team members. Should we deem that you have broken this clause then your booking would be cancelled and a cancellation fee charged. No refund would be due.
101. You, any of your representatives, any of your volunteers, staff or any of those attending your event must not interfere with our equipment. If any damage is caused to any of our equipment by you, any of your representatives, volunteers, staff or those attending your event then you are liable for repair and or replacement costs.