

# Acorn Medical Services (“The Firm”)

## Terms & Conditions of Business

1. **These Terms and Conditions are also available in large print and audio format. Please contact us if this is required.**
2. **Definitions & Interpretation**
  - 2.1 In these Terms & Conditions:
    - “Client” means any individual, firm, business, or company who is so identified as the Client in any correspondence and who places an order with the Firm.
    - “Contract” means the arrangement to supply any of the Services of The Firm to the Client.
    - “Quotation” means the written confirmation of the price to be paid by the Client for both non-manned and manned Services, This remains subject to sight of the event Risk Assessment in order to confirm that The Firm has quoted for the correct level of any manned service it is to provide.
    - “Services” means the supply of Products or Goods in order to fulfill the terms of the Contract as described in any Quotation or Invoice.
    - “Manned Services” means the provision of suitably trained medical personnel in order to fulfill the terms of the Contract as described in any Quotation or Invoice.
    - “Site” means place identified in any Quotation where the Services are to be provided.
    - “Invoice” means the demand for payment given to the Client for the provision of the Services of the Firm.
    - “SAG” means the Local Authority Safety Advisory Group.
  - 2.2 These Terms and Conditions of Business are the only terms on which The Firm contracts with its Clients and any other terms put forward by the Client are hereby excluded.
3. **Provision of Services**

The Firm will provide the Services as detailed in the Quotation. Whilst the Firm recognises the financial limitations of its Clients, the Firm's event work is carried out with due regard to current legislation, the relevant elements of the Purple Guide, best industry practice and any advice that may have been provided by SAG.
4. **Duration**

The period of any Contract is as detailed in the Quotation. However, the Firm recognises that it may be asked to undertake additional Contract work on future occasions for the Client. On those such occasions, and for the avoidance of doubt the applicable Term and Conditions of Business will be the ones shown on the Firm's website at the time of booking any subsequent events.
5. **Fees and Payment**
  - 5.1 On each occasion the Firm provides any of its Services to the Client, full and final settlement of any Invoice must be made prior to any such Service being provided. Should the Client cancel such provision within 28 (twenty eight) days of the agreed delivery date, no refund will be given. Cancellation occurring over 28 (twenty eight) days from the agreed delivery date will be refunded in full.
  - 5.2 We understand that events do over-run. Once any over-run has reached 30 (thirty) minutes, and/or the Company is asked by the Client to remain until the site/venue is clear, this will be classed as an extra-over to the original Quotation. Accordingly, the Firm will charge a flat fee of £10.00 (ten pounds) per half hour per person, rounded to the next half hour. The initial half hour period will not be charged for.
- 5.2 Invoice payments can be made in cash, by credit/debit card, PayPal, or through the BACS or CHAPS payment systems. The Firm is sorry but it no longer take cheques. Not even good ones! For the avoidance of doubt, the account name for all payments shall be The Acorn Group.
- 5.3 Any query concerning an Invoice must be raised within 3 days of the date of issue to which The Firm will respond promptly. The Client is not entitled to withhold any payment without The Firm's prior written consent.
- 5.4 If any payment is not made by its due date, The Firm is entitled to claim interest at the rate specified in the Late Payment of Commercial Debts (Interest) Act 1998, but this entitlement does not affect any other rights of The Firm under the Contract.
- 5.5 The title of any paperwork, materials, or equipment the Firm uses, or supplies to the Client for the duration of an event remains the property of The Firm unless expressly agreed otherwise in writing and must not be copied or lent without its express written permission.
- 5.6 All charges are quoted exclusive of VAT for which The Firm is not registered.
6. **Firm's Obligations**
  - 6.1 The Firm will (as far as practicable) ensure that all its staff are known to it and/or references have been obtained. The objective of The Firm is to ensure that its personnel are reliable, discreet, and honest. The names of personnel working at the Site will be provided to the Client upon request.
  - 6.2 The Firm will not knowingly engage any personnel under the age of 18 (eighteen) years.
  - 6.3 The Firm may supply its personnel with an identification badge. But will, in any event, issue appropriate personal protective equipment where this is necessary.

6.4 The Firm will take proper steps to ensure that its personnel working on the Site comply with the Client's own policies, procedures, and security arrangements.

## **7 Client's Obligations**

7.1 The Client will grant access for The Firm's personnel during the agreed hours and will take reasonable steps to ensure that The Firm's personnel are not obstructed in their duties by any of the Client's personnel or other visitors to the Site.

7.2 If relevant, the Client will explain all alarm and security measures to The Firm's representatives at the start of the Contract and will notify any changes before they are put into effect. Any call-out charges or other costs arising due to activation of alarms will be charged to the Client's account even if such activation is by The Firm's personnel.

7.3 The Client will provide adequate and secure space at the Site in order for the Firm to discharge its contractual liabilities and for the storage of The Firm's equipment and materials in order that the Service/s can be delivered. For event work where the Firm is providing its own gazebo treatment marquee, then the terms of this clause shall be specifically excluded.

7.4 The Client will ensure that the Site is and will during the Contract be adequately lit and remain safe for work and that it will comply with all statutory requirements for the health and safety at work of The Firm's personnel. The Firm may withdraw its personnel from the Site if The Firm reasonably considers that they may be exposed to undue risk or danger.

7.5 The Client is solely responsible for ensuring that all relevant permissions and other approvals have been sought and obtained for any event to take place where The Firm is to provide its services. By placing your order with The Firm, the Client agrees to indemnify us from any liability in this regard.

Should any work be halted under this circumstance, the Firm's charges will be invoiced on a pro - rata basis any work the Firm has undertaken together with any reasonable fuel expenses involved.

## **8 Loss of Property**

The Firm will have no liability to the Client for any loss of or damage to property of the Client except to the extent that the loss or damage is (a) caused by the proven negligence or default of The Firm's personnel and (b) is covered by the public liability insurance maintained by The Firm.

## **9 Client complaints**

9.1 Any complaint about the performance of the Contract must be made in writing to The Firm within 24 hours of the occurrence and The Firm will take all necessary action, without cost to the Client, to investigate and (unless it reasonably considers that the complaint was not justified) take any necessary remedial action. It will share with the Client its findings and the outcome to those findings.

9.2 In the absence of complaint it will be assumed that the Client is satisfied with The Firm's performance of the Contract.

## **10 Suspension of Services**

Failure by the Client to pay any invoice in full within the normal trading terms of The Firm, or to comply with any of its other obligations under this Contract, The Firm will be entitled to suspend or terminate this or further Services under the Contract until any outstanding invoices have been paid in full and the Client has complied with its other obligations.

## **11 Termination**

11.1 Either party may terminate the Contract by written notice if the other:

- (a) becomes insolvent, or has a liquidator, receiver or administrator appointed, or

- (b) commits a breach of the Contract and, in the case of a breach that can be remedied, fails to remedy it within 21 days after written notice requiring it to be remedied.

11.2 If the Client terminates the Contract without notice or is in breach of Clause 10 herein, the Client agrees to compensate The Firm all monies due under this contract. Further, the Client agrees to reimburse The Firm in full for the cost of any materials that have been specially obtained in order to fulfil the Contract.

## **12 Force Majeure**

The Firm will not be liable for any failure in the performance of any of its obligations under the Contract caused by factors outside its control. Any such event will be notified as soon as possible, and The Firm will take all reasonable steps to overcome the problem and resume its obligations to the Client's satisfaction.

## **13 Confidentiality**

All information acquired by The Firm relating to the Client's business will be treated by The Firm as confidential and The Firm will not make any use or make a disclosure of it. The Firm will (if requested by the Client) require its personnel to enter into written confidentiality undertakings. The Client will also keep confidential all information it obtains concerning The Firm's business. The confidentiality obligations will survive termination of the Contract.

## **14 Liability**

The Firm will have no liability to the Client (in contract or in tort) for any loss of income, loss of profit or any other indirect or consequential loss. However, liability for death or injury caused by the negligence of The Firm is not limited.

## **15 Law & Disputes**

15.1 If a dispute occurs the parties will endeavour to resolve it amicably by direct negotiation between their respective chief executives or other senior managers.

15.2 Either party may require that any dispute that is not resolved by negotiation may be referred to mediation on the application of either party. In that case, unless otherwise agreed, the mediation will be conducted in accordance with the CEDR (Centre for Effective Dispute Resolution) Rules then in force.

15.3 Any dispute that is not resolved by such negotiation or mediation will be finally settled by the English courts.

15.4 English law governs the Contract.

## 16 General

16.1 **Entire Agreement.** These Terms of Business constitutes the entire agreement between the parties relating to its subject matter and supersedes all previous communications, representations and other arrangements, whether oral or written. The Firm acknowledges that no reliance is placed on any representation made by the Client but not embodied in this Contract.

16.2 **Waiver.** No delay or failure by either party to exercise any of its rights under this Contract will operate as a waiver of them. To be effective, a waiver must be in writing.

16.3 **Severability.** If any part of this Contract held by a court to be unenforceable or invalid, the remaining provisions of the Contract will continue in effect.

16.4 **Assignment.** Neither party shall be entitled to assign any of their interests in the Contract to any third party without the prior written consent of the other party.

## 17 Quotations

Are valid for a period of 60 (sixty) days from the date stated thereon and are based on the information provided to The Firm by the Client. Once The Firm has had sight of the event Risk Assessment and met with SAG (if relevant), the quotation may have to be revised. The Firm would draw Client's attention to Clause 3 above.

## 18 Clinical Waste

All clinical waste is disposed of through the Firms licensed waste transfer company, or suitable recycling point as appropriate, unless the Firm is asked by the Client or the police to leave such materials on site.

## 19 Public Liability Insurance

The Firm currently holds £10M Public Liability and Medical Malpractice Insurance cover. Should the Client require a higher level of cover to be in place, please contact us to arrange this before booking our services.

## 20 GDPR Compliance

At the end of every medical duty, the Client is given a document which provides details of the total number of incidents that have been dealt with for their own filing purposes. In line with GDPR, no further information will be provided that could identify the casualty. Such information will only be released to the appropriate authorities (Coroners Court, Immigration Control, Police etc), under written request or Warrant. All event medical records are held in a secure storage area and retained for 7 (seven) years, in line with NHS best practice, before being securely disposed of. The only exception to this rule is when treatment has been given to a young person. In that circumstance, the records are kept until the end of their 18th year before being disposed of.

## 21 Two-way Radios

Where The Firm has agreed to allow the Client free use of its two-way radio equipment for the duration of their event, by using them, the Client agrees to reimburse The Firm for any lost, stolen, or damaged equipment. A charge of £65.00 per radio handset and £15.00 per microphone attachment will be levied should this occur. By using our equipment in this regard, the Client hereby gives their express permission to levy such charges in addition to any figures contained in any Quotation.

(This column is intentionally blank)