

APPLICATION FOR EVENT MEDICAL SERVICES



Medical Response

TERMS AND CONDITIONS

1. Orders/acceptance to cover public events

- 1.1. All orders for Us to provide services at Your event ("the event") must be placed by You using Our "Application for event medical services" form.
- 1.2. We cannot guarantee that any particular request for Us to provide services will be accepted.
- 1.3. The issue by Us of a quotation is not a binding offer and We will only assume liability once We have accepted in writing Your confirmation that the quotation meets Your requirements and provided You Our confirmation of attendance.
- 1.4 "Us", "We", "Our" means Medical Response and/or our servants, employees or agents, of Suite 617, 585 Little Collins St. Melbourne Victoria, 3000

2. Changes

- 2.1. Once at the event, regardless of the duration, the finish time specified on the booking form shall be considered as the finish time of the event. If an event continues beyond this finish time, We reserve the right to leave the event at the specified finish time. Any possible overtime must be discussed with the duty manager at Medical Response as soon as possible. The decision is at the discretion of the Duty Manager. Where the personnel are willing to remain at the event, the overtime rate shall apply. In all incidences where the finish time exceeds that of the stated time on the booking form, excess duty charges will become payable at hour increments.
- 2.2. If You wish to cancel Your request for our attendance at Your event or change the date or times of the event, You must give Us written notice to be received at Our office at least 28 days before the event. If such notice is not given, then a charge fee will be made as outlined below:
 - 2.2.1. Up to 28 notice days preceding the event – no charge.
 - 2.2.2. 27 to 7 notice days preceding the event – 50% of total cost payable.
 - 2.2.3. Less than 7 days' notice preceding the event – 100% of total costs payable
- 2.3. Terms of payment are 30 days from the date of invoice or as agreed upon by Us in writing.
- 2.4 Waiver of these penalty fees is at the discretion of the operations manager, Medical Response.

3. Your responsibilities

- 3.1. As the organiser of the event You retain full responsibility for ensuring that a satisfactory risk assessment has been carried out for the event.
- 3.2. You must ensure that the event is properly policed, so that Our personnel do not find themselves in threatening situations.
- 3.3. You must ensure that an area for the treatment of patients is clearly defined. A dry, covered, clean area must be provided either by You or by Us (at Your cost).
- 3.4. You must ensure that We have free and clear access and egress to and from the site of the event for Our personnel and Vehicles. (This also includes Our member's private transport).
- 3.5. You must ensure that all additional medical personnel at the event are made known to Our personnel, before the commencement of the event.
- 3.6. You must adhere to any request to stop the event while treatment takes place.
- 3.7. Your event staff should be made aware of where the first aid post, personnel and/or vehicles are located, to assist any requests from participants or spectators.
- 3.8. Should the event be of such a size that You are using, maps, plans and/or radio equipment; Our personnel should be provided with them. It is Your responsibility to ensure an appropriate system/route of communication is made known to Us.
- 3.9. You are responsible for ensuring that all necessary licenses to operate the event have been obtained and for compliance with all conditions associated with such licences and in respect of all relevant legislation, regulations or similar. Failure to comply with the requirements of this clause may be treated by Us as a fundamental breach of this Agreement, in which case We shall be entitled to immediately terminate our obligations to the event and seek payment as per the cancellation criteria above.

4. Our responsibilities (and limitations to the same)

- 4.1. We will provide first aid services at the event in a manner commensurate with good practice in first aid delivery. These services are provided subject to the following limitations, and should not be viewed as a substitute for any need for registered doctors, nurses or paramedics at the event.
- 4.2. We may carry out Our own risk assessments, but these are for Our own purposes. You remain fully responsible for Your event (see responsibilities above).
- 4.3. Our duty manager shall conduct the deployment of Our personnel. They are responsible for the health and safety of Our members.
- 4.4. In the unlikely event that insufficient personnel are available for an accepted event, every effort shall be made to locate resources from elsewhere, as appropriate to the nature of the event. Should adequate resources remain unavailable We reserve the right to provide not less than two weeks notice to the named contact person on the booking form, of Our intent to withdraw from the event. We also reserve the right to provide not less than 24 hours notice to the named contact person, of Our intent to provide reduced resources. If the named contact cannot be reached, all reasonable effort shall be made to inform the appropriate organisation in some other manner. It is the responsibility of the person booking Our resources, to ensure an appropriate system/route of communication is known to Us. We accept no liability for any losses You may incur due to the cancellation or reduction of the event for reasons as set out in this Clause.
- 4.5. In view of the circumstances specified earlier in this Clause, You are advised to arrange appropriate "Event cancellation" insurance. We will not accept liability for any loss which you incur in relation to cancellation which could have been covered by such insurance.
- 4.6. Neither we nor Our personnel shall be liable under any circumstances, for any damage to land or property in the event of access being required to a casualty or to allow egress from the site.
- 4.7. Subject to Clause 4.8 below, 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 to the Agreement or any negligence or any breach of statutory or other duty or in any other way in connection with performance or purported performance of or failure to perform the Agreement.
- 4.8. Nothing in this Contract shall be taken to exclude liability for death or personal injury resulting from Our (or Our personnel's) negligence.
- 4.9. 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 etc.).

5. Information provided to and by Medical Response

- 5.1. If, in Our opinion, a suitable level of cover cannot be agreed, or Your event appears to put Our members at unacceptable risk of injury or illness We reserve the right not to proceed with Our services.
- 5.2. Acceptance of all events (and the fees quoted) for the provision of 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.
- 5.3. With regard to details of persons treated by Medical Response, personal information will only be provided upon a request by legal representation and/or by written consent of the individual concerned, all subject at all times to the relevant Privacy legislation and principles.
- 5.4 De-identified statistics will be provided within 7-days post completion of the event.

6. Complaints

- 6.1. Any Complaints or disagreements regarding Our services or Our personnel should be taken up with the duty manager, by calling 1300 303 655 during the event. If the issue cannot be resolved, all complaints must be made in writing to the operations manager, Medical Response, Suite 617, 585 Little Collins St. Melbourne VIC 3000 or email info@medicalresponse.com.au
- 6.2 Upon receipt of a written complaint, an internal investigation process, including full clinical review, will be conducted. You will be notified of the outcome within 7- days.

7. General

- 7.1. 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).
- 7.2. If You are subject to the Freedom of Information Act, then You agree that before disclosing any information about Us, You will consult with Us in order to consider if any exemption to disclosure may be applied.
- 7.3. 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 or remedy.

8. Australian Law and jurisdiction of Australian Courts

- 8.1. The Agreement shall be governed by the jurisdiction of Victorian Law and Commonwealth law where applicable.
- 8.2 The parties consent to the exclusive jurisdiction of the Australian Courts.

9. Contact details:

Medical Response
Suite 617, 585 Little Collins Street
Melbourne Victoria, 3000

ABN: 96 736 485 687

Phone: 1300 303 655
or (03) 8658 0333
Fax: (03) 8658 0330

Office Hours:
Reception: Mon-Fri 9AM-5PM.
Duty Manager: 24 hours.

Email: info@medicalresponse.com.au
Web: <http://www.medicalresponse.com.au>