

# TERMS AND CONDITIONS (update - 01 June 2017 )

***FOR THE TERMS AND CONDITIONS RELATING TO USING THE WEBSITE, PLEASE SCROLL DOWN.***

## **T'S AND C'S FOR SERVICES RENDERED**

1. All quotations that Medics On Scene give to provide medical services at your event or to provide training will be made in writing or by e-mail. Acceptance by you of the quotation must be made in the same way. We cannot guarantee that any particular request for us to provide services will be accepted. Once you accept the quotation, we will confirm our availability to you, whereupon a contract is formed.
2. Medics On Scene's quotation is not a binding offer and we will only assume contractual liability once we have accepted and confirmed in writing or by e-mail, your confirmation that the quotation meets your requirements.
3. Charges will be outlined in the quotation.
4. **Terms of payment for Paramedical Services** are dependant on the type of Account you have with Medics On Scene :
  - "Cash Accounts" - if you do not have any Credit facility, invoices are due 5 (five) days prior to the event.
  - "Credit Accounts" - Type 1 Credit Account - payment in full by the 14th day after the Invoice date ( ie net 14 days ). This is our normal credit facility. All Credit Accounts start out as a Type 1 Credit Account. After 12 months clear trading history, a Type 2 Credit Account can be requested.
  - "Credit Accounts" - Type 2 Credit Account - payment in full by the 20th of the month following invoice date eg. invoice date is 3rd March, then the invoice is due on the 20th of April.

5. Overdue accounts may attract an interest charge at a rate equal to 2% per month above the current prevailing bank lending rate. If any payment is overdue or a cheque given by the Client is unpaid and a Solicitor or Debt Collector is instructed by Medics On Scene to obtain payment then the Client shall pay in full the Solicitor's or Debt Collector's fees and disbursements.

6. **Terms of payment for First Aid Courses** are covered on the quotation ( under "Terms" ) but to clarify, payments are due before the training course commences (unless otherwise stated on the quotation / agreed in writing). Where payment is due prior to an event/course an invoice will be sent to you with the due date of payment confirmed. Payment options are included on all invoices.

7. Medic First Aid is our training provider - Medics On Scene is a Facilitator of their service/product. Medic First Aid is an audited and approved sub-contractor of Academy of Diving Trust which is registered as a Private Training Establishment by NZQA pursuant to the Education Amendment Act 2011. Assessment for NZQA unit standards is available through Medic First Aid and will incur an additional charge. Medic First Aid Terms and Conditions apply for all courses with NZQA unit standards. See <http://www.medicfirstaid.co.nz/about-us/terms-and-conditions/>

8. For events where duration is greater than 5 hours, time must be allowed for our personnel to take breaks. Personnel will coordinate with the Event Organiser.

9. 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 but will always consult the the Event Organiser first. Any possible over-run must be discussed with our Operations Manager and where personnel are able/willing to remain at the Event, we will continue medical cover. In all instances where the finish time exceeds that of the stated time on the booking form, excess duty charges will become payable. Rates are available from the Operations Manager.

## **CANCELLATIONS / CHANGES**

1. If you wish to cancel your request for our attendance at your event or your attendance at a training course or change the date or the times of said event/course, you must inform us by e-mail and telephone.
2. Cancellations received 7 (seven) days or less prior to the event will incur a full charge and be invoiced as such.
3. Cancellations received 14 (fourteen) days or less prior to the event will incur a 50% charge and be invoiced as such.
4. Events cancelled over 14 days prior to event will incur no charge

## **YOUR RESPONSIBILITIES**

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.
2. You must ensure that the event is properly policed, to ensure the safety of our personnel.
3. You must ensure that an area for the treatment of patients is clearly defined. A suitable area for the Mobile Treatment unit shall be made available. Clean drinking water must be made available.
4. If the event exceeds 5 hours, then please inform us prior to quotation whether you will or will not be able to provide refreshments for personnel so that we can make provisions.
5. You must ensure that Medics On Scene's 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.
6. You must ensure that any additional medical personnel employed for the event are made known to our personnel prior to the event commencing to establish practice levels, allow co-ordination and establish clinical lead.
7. You must adhere to any request to suspend the event if warranted due to necessary treatments.

8. Your event staff should be made aware of where the first aid post, personnel and/or Mobile Treatment Unit are located, to assist with any requests from any participants or spectators as to our location(s).
9. You are required to notify in advance the local Emergency Medical Service provider that you are holding the event and supply any information they might require to enable them to have adequate staffing etc
10. Should the event be of such size that you are using maps or plans, our personnel should be provided with them. It is your responsibility to ensure an appropriate system / route of communication is made to known to us.
11. You are responsible for ensuring that all the necessary licenses to operate the event have been obtained and for the compliance with all conditions associated with such licenses 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 services but this will not affect Our rights to be paid for Our services (whether performed or not).

## **OUR RESPONSIBILITIES**

1. We will provide services at the Event in a manner commensurate with good practice. 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 (unless these staff has been specifically requested and booked).
2. We may carry out our own risk assessments, but these are for our own purposes. You remain fully responsible for your event.
3. Our Operations Manager shall conduct the deployment of our

personnel. They are responsible for the health and safety of our personnel and have a legal obligation under the Health and Safety at Work Act 2015.

4. It may be necessary for our personnel to stop the event temporarily in order to conduct appropriate medical care in-situ and allow their recovery for transportation. We accept no liability should this mean that the event has to cease.
5. You are advised to arrange appropriate insurance against event cancellation. We will not accept any liability for any loss you incur in relation to cancellation which could have been covered by such insurance.
6. 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.
7. Subject to clause 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 of 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.
8. Nothing in this contract shall be taken to exclude liability to any patient for death or personal injury resulting from our (or our personnel's) negligence.
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, traffic delays etc).

## MEDICAL SERVICE LEVELS

Medics On Scene personnel provide medical care in accordance with our Clinical Guidelines and Procedures which identifies the scope of practice for each skill level, with the authority to practice being granted by our Medical Director. See our skill levels shown below :

### 1. First Responder / Primary Care

- a) Core emergency care skills such as patient assessment, wound management, burn management, fracture/soft tissue management, respiratory distress and management of altered levels of consciousness
- b) AED use
- c) Oxygen therapy
- d) Entonox
- e) Methoxyflurane
- f) Oropharyngeal Airway (OPA)
- g) Nasopharyngeal Airway (NPA)
- h) Aspirin, Ibuprofen and Paracetamol

### 2. Emergency Medical Technician (EMT) – Basic Life Support

- a) All of the above and :
- b) Adrenaline Neb, IM, IN
- c) AED cardioversion
- d) Arterial Tourniquet
- e) Bladder irrigation
- f) Glucagon IM
- g) GTN SL
- h) Ipratropium neb
- i) Laryngeal Mask Airway (LMA)
- j) Laryngoscope / Magills ( airway obstruction )
- k) Loratadine PO
- l) Ondansetron PO

- m) Palliative Care drugs IM,SC
- n) Paracetamol elixir / PO
- o) Prednisone PO
- p) Salbutamol neb
- q) Tramadol PO

### 3. Paramedic ILS ( Intermediate Life Support )

- a) All of the above and :
- b) 0.9% Saline IV
- c) 10% Glucose IV
- d) Adrenaline IM, IV ( for cardiac arrest )
- e) Amiodarone IV ( for cardiac arrest )
- f) Ceftriaxone IM, IV
- g) Clopidogrel PO
- h) Fentanyl IN, IV
- i) IV cannulation
- j) Lignocaine IM
- k) Manual defibrillation and synchronised cardioversion
- l) Midazolam IM
- m) Morphine IM, IV
- n) Naloxone IM, IV
- o) Ondansetron IM, IV
- p) Oxytocin IM
- q) Ticagrelor PO
- r) Tranexamic acid IV

### 4. Intensive Care Paramedic ALS ( Advanced Life Support )

- a) all of the above and :
- b) Adenosine
- c) Adrenaline (all routes)

- d) Atropine IV
- e) Amioderone with 5% glucose IV
- f) Calcium Gluconate IV
- g) Calcium Chloride
- h) Chest Decompression (needle)
- i) CPAP
- j) Cricothyroidotomy
- k) Endotracheal intubation
- l) Finger thoracostomy
- m) Heparin IV
- n) Hydrocortisone IV, IM
- o) IO and IV EJ Cannulation
- p) Ketamine IM, IV, PO, IN
- q) Lignocaine 1% all routes
- r) Magnesium IV
- s) Midazolam IM, IV
- t) Pacing
- u) Pericardiocentesis
- v) Rocuronium IV ( ongoing paralysis )
- w) Sodium bicarbonate
- x) Tenecteplase IV
- y) Transcutaneous pacing

**INFORMATION  
PROVIDED TO AND  
FROM MEDICS ON  
SCENE**

1. 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 or illness, we reserve the right not to proceed with our services. 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.

2. 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. If upon arrival at the Event, the 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 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.
3. With regard to details of persons treated by Medics On Scene personnel, personal information will only be provided upon request by legal representation and / or by written consent of the individual concerned and are subject at all times to the Privacy Act 1993.

## COMPLAINTS

1. Any complaints or disagreements regarding our services or our personnel should be taken up with our team leader at the Event. If the issue cannot be resolved, all complaints must be in writing or e-mailed to us for the attention of the Operations Director.

## GENERAL

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).

2. 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.
3. Medics On Scene is an independent contractor to the event organiser and not an employee.
4. If any clause or part of this Contract is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or enforceable then that provision will, to the extent required, be severed 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.
5. The parties to this Contract do not intend that any of its terms will be enforceable by any person not a party to it.
6. 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.
7. The Agreement may only be varied or amended in writing and signed by the parties specifically referring to this clause stating that the Agreement is varied in the manner specified.
8. The Agreement into which these terms and conditions are incorporated contain all the terms which the parties have agreed in relation to the subject matter of this Agreement. Nothing in this

clause shall be taken to exclude liability for fraudulent misrepresentation.

9. Nothing in the Agreement or any arrangement contemplated by it shall constitute either party or partner of the other nor shall the execution, completion and implementation of the Agreement confer on any party any power to bind or impose any obligations to any third parties on the other party or pledge the credit of the other party.

## **T'S AND C'S FOR USING THE WEBSITE...**

Welcome to the Medics On Scene website.

If you continue to browse this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Medics On Scene's relationship with you in relation to this website. If you don't agree with any part of these terms and conditions, please do not use the website.

### **TERMS OF USE**

The use of the website is subject to the following terms of use:

- The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information

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In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website.

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However, Medics On Scene takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.

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- You may not, except with our express written permission, distribute or commercially exploit the content. Nor may you transmit it or store it in any other website or other form of electronic retrieval system

## LINKS

Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

## PRIVACY POLICY

This privacy policy sets out how Medics On Scene uses and protects any information that you give us when you use this website.

Medics On Scene is committed to ensuring that your privacy is protected.

Should we ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this privacy statement.

Medics On Scene may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes.

## WHAT HAPPENS TO THE COLLECTED INFORMATION

Any information we collect on booking forms etc are essential for us to provide a quotation for the services you require. We also require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- Internal record keeping
- To improve our products and services
- We may periodically send promotional emails about new services or other information which we think you may find interesting using the email address which you have provided
- From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or mail.
- Your details will be given to Medic First Aid ( our First Aid Training provider ) if you are enrolling on a training course with NZQA unit standard assessment. See item 10 under "A Summary of Our Terms and Conditions for Services Rendered" below for details.
- We will not provide this information to anyone else outside Medics On Scene.

## SECURITY

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

You can request a copy of the Company Policies associated with Privacy and Security by contacting our Operations Director. In the first instance, use the Contact Form.