

# TERMS AND CONDITIONS

Update: 28 Sept 2022 - removal of references to NZQA and Fire & Safety Training from Privacy clauses - no longer applies

Update – 26 August 2020: re-worded cancellation/postponement section to account for ever-changing Covid-19 lockdown levels – ***bold, italic, underlined***)

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

## **TERMS AND CONDITIONS FOR SERVICES RENDERED**

### **QUOTATIONS:**

1. All quotations for the provision of medical services at an event or for the provision of first aid training will be provided via e-mail.
2. Medics On Scene Limited's quotation alone is not a binding offer.
3. The Quotation shows the current date, quotation number, reference details, who the quote is intended for, terms of payment, location, dates, times, clinical specification, resource specification, rate, GST element, other miscellaneous notes if required, a link to the T's and C's, and the Acceptance Form of the reverse side.
4. The times specified on the Quotation will become the contracted hours for Medics to be present on site once the quote is accepted. Any variation after acceptance must be notified to Medics On Scene and an alteration to contract agreed upon.
5. If a representative is required for site briefings, Health and Safety meetings etc prior to the event, Medics On Scene must be advised at the point of quotation to avoid Overtime charges.
6. The Clinical Specification is either the recommendation based on the result of an on-site Risk Assessment by Medics On Scene personnel or provided by the event organiser using previously established requirements for levels of care. (please refer to "Your Responsibilities" section)
7. If the Clinical Specification is provided by the event organiser, Medics On Scene will not be held responsible if resources are overwhelmed. If clinical personnel are already attending patients, they are considered "not available". Any time on-site clinical resources are overwhelmed, the event should be suspended until resources are available again.
8. Acceptance by you of the quotation must be made by return email, completing the [Quotation Acceptance Form](#) on the quote. (We cannot guarantee that any particular request for us to

provide services will be accepted).

9. Once your acceptance of the quotation is received, we will confirm our availability to you by return email, whereupon a contract is formed. We will only assume contractual liability once we have accepted and confirmed by return e-mail, your Acceptance Form which confirms that the quotation meets your requirements.
10. We will only assume contractual liability once we have accepted and confirmed by return e-mail, your Acceptance Form which confirms that the quotation meets your requirements.

## **CANCELLATIONS / CHANGES**

1. If you wish to cancel your Accepted Quotation 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 to ensure that the information has been received. Sending an email does not guarantee it's receipt so please follow this procedure.
2. Cancellations received ~~7 (seven)~~ 5 (five) days or less prior to the event will incur a full charge and be invoiced as such.
3. Cancellations received ~~21 (twenty one)~~ 10 (ten) days or less prior to the event will incur a 50% charge and be invoiced as such.
4. Events cancelled more than ~~21 days~~ 10 (ten) days prior to event will incur charges only if costs have been incurred that Medics On Scene can not get reimbursed (eg pre-booked Accommodation or flights that do not allow for refunds)
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. ***Event postponements (where our medical services can be rescheduled for another mutually agreed date within 3 months) attract only an administration fee to cover any incurred costs. ~~This fee is equivalent to 10% of the total invoice value or NZ\$200.00, whichever is the greater will attract no fee.~~***
7. ***Event postponements (where our medical services can be rescheduled for another mutually agreed date within 9 months) attract only an administration fee to cover any incurred costs. This fee is equivalent to 10% of the total invoice value or NZ\$200.00, whichever is the greater. Greater than 9 months is considered Cancellation. We don't like to charge for this, but we need to recover the costs of resource/staff allocation and deployment.***

## INVOICING

1. Invoices are produced on the day the event finishes and sent via email to the organiser for payment.
2. An Injury Report may be attached where appropriate (contains only generic information)
3. If an event continues beyond the expected finish time specified on the accepted Quotation, **Overtime Charges** will be applied to the final invoice. This will be applied for any over-run greater than 30 minutes. Overtime will be rounded up and charged at 30 minute segments. Eg 1 hour and 20 minutes over-run will be charged at 1.5 hours. For multi-day events, Overtime charges are calculated for each day of the event where over-run occurs.
4. Overtime rates can be requested from the Operations Manager.
5. Please refer to General Notes below for information regarding arranging this cover.

## ACCOUNTS

1. Terms of payment for Paramedical Services are dependent on the type of Account you have with Medics On Scene Limited :
  - "Cash Accounts" - if you do not have any Credit facility, invoices are due 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 ).
  - "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
2. Terms of payment for First Aid Courses and Event Services are covered on the quotation ( under "Terms" ). Payments for First Aid courses 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 payments should be made to :

Bank Details:	
Medics On Scene Limited	
ASB Account: 12-3478-0043791-00	
Use quote number as reference	

3. 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 Limited to obtain

payment then the Client shall pay in full the Solicitor's or Debt Collector's fees and disbursements.

## **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. 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.
6. 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.
7. If an Event is subsequently predicted to continue beyond this finish time, the Event Organiser is responsible for notifying the Medical Team Leader / Operations Manager to check that services can continue. This is dependent of the availability of the personnel on hand. Where personnel are able to remain at the Event, we will continue medical cover.
8. In all instances where the finish time exceeds that of the stated time on the Booking Form by more than 30 minutes, excess duty charges will become payable. Excess duties ([Overtime Rates/charges](#)) are available from the Operations Manager.
9. You must ensure that Medics On Scene Limited'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.
10. 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 clinical lead, allow co-ordination and establish practice levels. Medics On Scene Limited's Senior Clinician on site retains clinical lead unless documentation is produced that proves seniority of another

clinician, and an agreement is made between Medics On Scene Limited and the other provider.

11. You must adhere to any request to suspend the event if warranted due to necessary treatments.
12. Your event staff should be made aware of where the Medic Station, personnel and/or Mobile Treatment Unit(s) are located, to assist with any requests from any participants or spectators as to our location(s).
13. 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
14. 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.
15. 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 Director 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 for a patient's extrication/transportation. We accept no liability should this mean that the event has to cease.
5. Medics On Scene Limited will contact the Ambulance Central Communications Centre and

advise of the Medical capabilities of the on-site crew. Details of the event will also be provided, such as access points, Medic Station positions, landing sites etc.

6. 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.
7. 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.
8. Subject to clause 9 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.
9. 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.
10. Force Majeure - We shall not be liable for any failure or delay 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, earthquake, or other civil defence emergencies, traffic delays etc).

## **MEDICAL SERVICE LEVELS**

Medics On Scene Limited personnel provide medical care in accordance with the National Ambulance Sector Clinical Working Group's national Clinical Procedures and Guidelines which identifies the scope of practice for each skill level, with the authority to practice (ATP) being granted by our Medical Director.

See skill levels below :

### **1. First Responder**

- 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
- i) Ibuprofen
- j) Paracetamol

## 2. Emergency Medical Assistant (EMA) – Basic Life Support

in development – not yet fully supported. Currently as per First Responder

## 3. Emergency Medical Technician (EMT)

- a) All of the above and :
- b) Adrenaline Neb, IM, IN and topical
- c) Glucagon IM
- d) GTN SL
- e) Ipratropium neb
- f) Laryngeal Mask Airway (LMA)
- g) Laryngoscopy / Magills ( airway obstruction )
- h) Loratadine PO
- i) Methoxyflurane PO
- j) Ondansetron PO
- k) Prednisone PO
- l) PEEP
- m) Salbutamol neb
- n) Tramadol PO
- o) Urinary catheter (troubleshooting)

## 4. Registered Nurse – Extended Care Level 1

currently as per EMT but with the following enhancements :

- a) Codeine PO
- b) Fentanyl IN
- c) Morphine IM
- d) Ondansetron IM
- e) Midazolam IM
- f) Narcan IM

## 5. Registered Nurse – Extended Care Level 2

currently as per RN-EC Level 1 but with the following enhancements :

- a) Fentanyl IV
- b) Morphine IV
- c) Ondansetron IV
- d) Narcan IV
- e) Midazolam IV
- f) Adrenaline IV (Cardiac Arrest)
- g) Glucose IV
- h) NaCl 0.9% IV Infusion

## 6. Paramedic ( ILS - Intermediate Life Support )

- a) All of the EMT listing and :
- b) Adrenaline IV ( for cardiac arrest )
- c) Amioderone IV ( for cardiac arrest )
- d) Amoxicillin/clavulanic acid IV
- e) Clopidogrel PO
- f) CPAP
- g) Droperidol IM & IV
- h) Enoxaparin SC
- i) Fentanyl IN, IV
- j) Gentamicin IV
- k) Glucose IV
- l) Heparin IV
- m) IO Access
- n) IV cannulation
- o) Ketamine IM, PO, and IV (analgesia only)
- p) Lignocaine 1% SC & IO
- q) Manual defibrillation and synchronised cardioversion
- r) Metoprolol IV
- s) Midazolam IM (seizures/ag. Delirium only)
- t) Midazolam IV (seizures only)



- u) Morphine IM, IV
- v) Naloxone IM, IV
- w) Olanzapine PO
- x) Ondansetron IV
- y) Oxytocin IM
- z) 0.9% sodium chloride
- aa) Tenecteplase IV
- ab) Valporate IV

#### 7. Intensive Care Paramedic ( ALS - Advanced Life Support )

- a) all of the above and :
- b) Adenosine
- c) Adrenaline (all routes)
- d) Amiodarone IV
- e) Atropine IV
- f) Amioderone IV
- g) Calcium Chloride IV
- h) Chest Decompression (needle)
- i) Cricothyroidotomy
- j) Endotracheal intubation
- k) Facia iliaca block
- l) Finger thoracostomy
- m) GTN IV infusion
- n) Hydrocortisone IV
- o) Ketamine all routes – analgesia and dissociation
- p) Lignocaine 1% all routes
- q) Labetalol IV
- r) Magnesium IV
- s) Metaraminol IV
- t) Metoprolol IV
- u) Midazolam IV
- v) Pacing

- w) Promethazine IV
- x) Pericardiocentesis (flight)
- y) Rocuronium IV
- z) 8.4% Sodium bicarbonate IV
- aa) 0.75% ropivacaine SC
- ab) Suxamethonium IV (RSI endorsed personnel only)

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

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 etc, 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 Limited personnel, personal information will only be provided upon request by the patient (or legal representation with 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 Managing Director.

## **GENERAL**

1. Medics On Scene Limited is no longer a Facilitator of NZQA assessments.
2. MOS will ensure that all confidential information received from our clients/course attendees remains confidential, subject to any disclosure required by law (when full consultation will take place between the parties prior to disclosure).
3. Medics On Scene Limited 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**

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## **PRIVACY POLICY**

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

Medics On Scene Limited 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 Limited 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.
- We will not provide this information to anyone else outside Medics On Scene Limited.

## **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 Managing Director. In the first instance, use the Contact Form.