



## TERMS AND CONDITIONS OF BUSINESS

### Definitions

Paramedic Rescue Services will be termed "PRS" for the purpose of this document.

"The client" is the individual, company or authority with which a training course or medical cover booking is agreed. Responsibility for payment of a booking lies with the client, unless otherwise agreed.

The term "course" applies to any single or multiple session of first aid, advanced pre-hospital care or other specialist training provided by PRS on behalf of the client. The term "cover" applies to any single or multiple term of professional medical cover, including first aid cover provided by PRS on behalf of the client.

The term "21 days" means exactly 21 days, including weekends.

Scheduled internal courses are those courses held at our own training centres, or premises that PRS hires for the purpose of training on pre-scheduled dates.

Client internal courses are those courses booked by a specific client at a PRS training centre or premises that PRS hires for the purpose of training.

External courses are those courses held at a client's premises or such premises hired or otherwise allocated by the client for the purpose of training.

A "Training Officer" is an individual with appropriate first aid/medical knowledge and skills and valid certification to teach first aid and who is acting on behalf of PRS. A Training Officer may also be an "Assessor".

### Course bookings

Clients confirming that they wish to book a course or a place (or places) on a course either verbally or in writing, by email, text or fax are deemed to have entered into a contract with PRS in that they will pay the fee quoted and charged for the course, place (or places) booked as set out in the *terms of payment*.

### Terms of payment

Once a course date or a course place has been confirmed by PRS verbally, in writing, by email, text or fax the full fee for the course or course place becomes payable upon receipt of an invoice from PRS; that invoice may be received by mail or electronically by fax or via email in the form of a PDF document. In every case, except where an [account agreement](#) exists, payment should be sent to PRS by return of post or bank transfer, no later than 21 days prior to commencement of the course booked. A course date or place is not guaranteed if full payment has not been made prior to commencement and, in the event of difficulties with cover or allocation, pre-paid courses will take precedence.

### Late payment

If an invoice payment is not made on the due date (as marked on the invoice), reminder notices will be automatically sent by email after 7 days. Should an account become overdue by more than 7 days after the due date, PRS reserves the right to charge a penalty fee after notifying the client by email. The penalty charge will be applied daily, at a rate of 0.0015% of the net total of the amount due until the account has been settled.

### Cancellations

If the client cancels a confirmed booking 21 days or less prior to the commencement date of the course, the full fee, as invoiced, will be payable. PRS will endeavour to re-schedule the course at the client's request but payment must be made according to the original course date booked and no later than 21 days prior to that.

If unforeseen circumstances force PRS to cancel an external course or client internal course, a full refund, where payment has already been made, or a re-scheduled course date, will be offered. PRS will, in these rare cases, endeavour to re-schedule the course to suit the client's requirements and the invoice fee will become due prior to 21 days of the new course date set.

If a scheduled internal course does not meet the required minimum number of candidates for viability then PRS will cancel the course and offer refunds (where full payment has been received) or re-scheduled dates to those clients booked onto it. PRS will not cancel a scheduled internal course once the cancellation threshold of 21 days prior to commencement has been reached.

## **Certification**

PRS will supply valid and approved (where applicable), certificates for attendance or qualification, depending on the course, either on the day of the course or within 21 days of the end of the course. PRS reserves the right to deny certification to any individual on the basis of non-payment, non-attendance of all or part of the course, exam failure or where a Training Officer has deemed it necessary for valid reasons not to sign a certificate (non-validation).

Non-validation of a certificate can be appealed in writing by the individual concerned. PRS reserves the right to revoke an individual's certificate if there is a case of negligence or malpractice proven against them. Certificates may also be revoked if they have been sent but the client fails to settle the account.

## **Medical Cover**

All of the clauses relevant to payments and cancellations apply to the requested provision of professional medical cover by PRS on behalf of a client.

Medics assigned to a specific site will only be contracted and insured to work on that site; if a client changed the venue without giving PRS fair notice by phone, fax or email, then the contract will be deemed invalid, although payment for the medical cover will still be due in full. Clients must communicate such changes to PRS as soon as possible if they are known or expected.

PRS medics carry only the equipment required to carry out the duties contracted by the client. If a client has contracted first aid cover only, then there will be a limit to the skills and equipment range provided. Clients requesting Paramedic and ambulance crew cover will be assigned a Paramedic, registered with the HPC in accordance with legal requirements. Paramedic and ambulance crews have higher level skills and carry more equipment, including cardiac and pain-relieving drugs, if required.

Clients contracting professional medics, such as Paramedics and Doctors, should be aware that these individuals have a duty of care and are legally responsible for the medical cover given, once contracted. Their clinical decisions cannot be over-ruled by the client if it is not in the best interests of the patient. Obstruction of a Paramedic in the course of his/her duties during an emergency, even in private contract circumstances, where an NHS ambulance has been requested (and is therefore now the remit of the NHS ambulance service involved), is a [criminal offence](#).