



The following terms are the base of all contracts between Integrated Medical Services Management Limited and the Client for the services supplied by Integrated Medical Services Management Limited for Event Medical Cover.

Definitions

In these terms and conditions;

'IMS' means Integrated Medical Services UK Ltd.

'The Client' means the person, making the booking

'The Quotation' means IMS's quotation of price based on the information provided to IMS by the client.

'the Booking' means the event to be covered or training to be provided by IMS. 'The Contract' means the contract for the provision of Services by IMS to The Client 'Services' means the subject matter of the relevant Contract.

Terms

Acceptance

- No Contract between the Client and IMS shall exist until IMS has received a signed order in writing (email, fax or application form) from the Client and the relevant deposit has been paid. All orders and Contracts between The Client and IMS shall then be subject to the Terms and Conditions herein.
- All bookings shall indicate full acceptance of and agreement to the Terms and Conditions herein.
- No conditions or terms stipulated in any other communication shall amend or exclude any of the Terms and Conditions unless expressly consented to in writing by IMS. Any amendment to Terms and Conditions must be agreed prior to the Client booking IMS services. Booking & Payment
- Confirmations. The Client must confirm all bookings by use of an IMS booking form or email. The Client's signature, written or electronic, will confirm acceptance both of the Quotation and of these Terms and Conditions. Confirmation of details by email will mean the same. Quotations are valid for three months from the date of quotation.
- For ALL bookings a non-refundable deposit of 50% of the total booking price is payable to secure the booking.
- For ALL bookings, the balance of payment will be payable in full in advance unless otherwise agreed in writing by IMS. Payment must be provided in cleared funds at least 7 days prior to the event. Failure to provide payment as per this clause will result in the booking being cancelled with the full fee remaining payable.
- In the event of the cancellation of an event by the client, the following percentage of the quotation will be charged to the client:
Cancellation 28 days or more prior to the event – loss of deposit
Cancellation between 7 days and 28 days before the event - 75% of total quoted cost
Cancellation up to 7 days before the event = 100% of total quoted cost



- For outstanding invoices which remain unpaid after 30 days gross, IMS reserves the right to levy a late payment charge of 10% of the outstanding balance and (b) interest at 15% APR accrued weekly.
- Non payment will be assumed for any account which remains unpaid after 60 days gross. In cases of non payment, IMS will invoke legal action to recover all outstanding monies and charges will be taken with all associated costs being paid by the client. Any future contracts with The Client will automatically be cancelled in line with clause 7, with any additional fees added to the total amount to be recovered.

10. Insolvency of the client;

- If the Client makes any voluntary arrangement with its creditors or becomes subject to an administration order or (be an individual or firm) become bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction) or
- An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Client: or
- The Client ceases, or threatens to cease, to carry on business: without prejudice to any other right to remedy available to the Company

The company shall be entitled to cancel the Contract or suspend any further performance under the Contract without any liability to the Client and if the Service has been provided but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

11. All dates remain open and bookable until such time as deposit payment and written confirmation have been received.

12. IMS reserve the right to refuse to provide services if our payment terms are not adhered to.

Provision of service

13. All services shall be exclusively provided by IMS or subcontractors of IMS with prior agreement of the client.

14. At times it may be necessary due to seasonal or other circumstances beyond our control to vary the service. Substitutes will be of equal standard and we will endeavour to inform you of any changes prior to the date of your booking.

15. For events where the duration is greater than five hours, suitable time must be allowed for IMS personnel to take breaks.

16. The Client shall be liable for all damage to equipment caused by the client, their guests, participants or spectators. Such damage will be charged at the full replacement cost or the charge levied by third party suppliers.

17. It is the clients' responsibility to ensure that all necessary licences 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 IMS as a fundamental breach of this



Agreement, in which case IMS shall be entitled to immediately terminate the event. This will not affect IMS's right to be paid for services (whether performed or not).

- Ensure that a satisfactory risk assessment has been carried out for the event.
- Ensure that an area for treatment of patients is clearly defined. Where deemed necessary by IMS a clean, dry, covered and heated area with a stable mains electricity supply must be provided by the client or by IMS at the client's cost.
- Ensure that where a treatment area is to be provided by IMS, access to the site is available up to 48 hours in advance to allow the set up of any such area, and that sufficient security is provided by the Client to ensure the safety of any IMS equipment, and that the Client accepts liability for such. Where IMS are providing power by means of generator, a suitable external location with sufficient ventilation and restricted access to guests, participants and spectators must be provided.
- Ensure sufficient toilet facilities are provided on site, with at least one facility provided suitably close to the treatment area, but not positioned so as to impede such. Where there is expected to be a high demand for toilet facilities then a dedicated facility should be provided for the treatment area.
- Arrange for any authorisation and/or agreement to be provided to allow IMS staff to camp at the treatment area overnight where previously agreed between IMS and the Client.
- Ensure that a suitable route to the treatment area is provided, free of obstruction and with sufficient clearance as to allow IMS to access the area with their vehicles. A minimum clearance of 3 meters in height and 2.5 meters width must be preserved at all times.
- Ensure there is sufficient, secure on site parking for IMS staff as close as practical to the medical treatment area.
- Ensure there is sufficient access and facilities for any disabled person, either staff, participant or spectator.
- Ensure that any additional medical personnel at the event are made known to IMS staff before the commencement of the event.
- Ensure that details of any known medical condition of any participant, guest or personnel of The Client are passed to IMS staff before the start of event or as soon as the Client is made aware of such information.
- Adhere to any and all requests to stop the event while treatment takes place.
(m)ensure the client's staff are aware of where first aid post(s), personnel and/or ambulances are located, to assist with any requests from participants or spectators
- Ensure that nobody other than IMS staff (or visiting medical staff) are wearing "Medical Hi Vis" jackets – i.e. jackets in "high visibility" yellow and green, with or without reflective green and white 'battenberg' markings. - or any other clothing or markings that might cause confusion to guests, participants or spectators.



- Ensure that should the event be of such a size as to require the use of maps, plans and/or radio equipment that IMS staff are also provided with them.
- Ensure that IMS are informed of the frequencies (or if hired in, the details of the company providing) any radio communication equipment used on site by the Client, it's subcontractors or the venue.
- Ensure there is a 'sterile' route clear of all spectators and competitors and of suitable surface and clearance for any ambulances provided by IMS to allow for rapid egress and access to the site, with the minimum clearances specified in clause 17(g)
- Ensure that where one or more quad bike(s) provided by IMS are required for an event, that all areas where quad bike cover is required is classified as "off road" in terms of the Road Traffic Act and any other relevant legislation, laws or statutes.
- Where necessary, provide sufficient transport facilities for any person or persons treated by IMS personnel who are discharged as not requiring further medical attention. IMS vehicles cannot be used to transport personnel not under direct medical supervision.
- Ensure there is adequate facility to dispose of all household waste should bins not be provided. Refuse will be left on site in suitable bin bags. IMS are responsible for the disposal of any clinical waste.

Limitations

18. IMS Event Manager at the event will arrange the deployment of IMS personnel, in line with their responsibility for the Health and Safety of IMS staff under the Health and Safety at Work etc. Act 1974 and any other relevant legislation.

19. IMS staff are supplied purely for medical cover, and cannot be asked to provide other services such as security or marshalling. It is the responsibility of The Client to ensure they have sufficient staff for all non medical roles.

20. It may be necessary for IMS staff to leave the event site in order to obtain further medical care for any person or persons they are treating. IMS accept no liability should this mean that the event has to cease due to such a reduction of First Aid cover. You are advised to arrange appropriate "Event Cancellation" insurance.

21. Neither IMS nor any of it's personnel shall be liable under any circumstance for any damage to land or property in the event of access being required to a casualty or to allow egress from a site, howsoever caused.

22. Neither IMS nor any of it's personnel shall be liable under any circumstance for any damage to land or property when parking or accessing or egressing the site within the defined access and parking provided by the Client.

23. Neither IMS nor any of it's personnel shall have any liability to The Client 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.



24. In the event of a booking over running past the agreed finish time IMS reserve the right to make an additional charge per hour, per staff member at the published rate for the grade of staff employed.

25. IMS reserve the right to pass on car parking, mileage, fuel and/or subsistence expenses where The Client could have reasonably mitigated such costs.

26. Inappropriate behaviour towards any member of the IMS team by clients or guests will not be tolerated. In the event of any incidents an incident record will be kept and if necessary the police will be contacted. IMS reserve the right to terminate service with immediate effect if 'incidents' are not dealt with appropriately by the client. In this instance full balance will still be payable and there will be no grounds for compensation for incomplete service.

27. 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 IMS are accurate and correct.

- If IMS are notified of changes to these details, such as levels of resources, duration, time or location of event, IMS reserves the right to revise the fees, or to reconsider the acceptance of the event.
- If upon arrival at the event, the senior officer in attendance considers the event to be larger or of a higher risk than stated on the booking form or subsequent correspondence, IMS reserves the right to withdraw from the event. In such circumstances all reasonable effort shall be made to advise the contact name on the booking form 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 IMS accept no liability for any loss the Client may incur due to the termination of the event in such circumstances.

28. Details of persons treated by IMS personnel, 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 Data Protection Act 1998

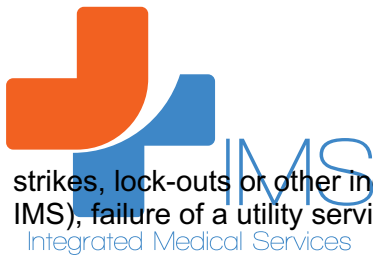
29. Except in the case of death or personal injury caused by the IMS's negligence, IMS's liability in respect of a Contract shall be limited to the invoiced value of the Services provided under the Contract and in no event shall the Company be liable for any consequential loss or damage (whether for loss or profit or otherwise) which arise on the sale or supply of the said Services.

Force Majeure:

30. IMS does not accept any liability for non-completion or delays of the event in the unlikely result of adverse weather conditions, traffic, accident or road closure,, or any other Force Majeure Event which is beyond the reasonable control of IMS.

31. IMS shall not be liable to the Client or be deemed to be in breach of contract by reason of any delay in performing or failure to perform any of IMS's obligations in respect of the contract if the delay or failure was due to any Force Majeure Event.

32. For the purposes of these terms and conditions, a "Force Majeure Event" means an event beyond the reasonable control of the IMS and the Client, including but not limited to:



strikes, lock-outs or other industrial disputes (whether involving the workforce of the Client or IMS), failure of a utility service or transport network, act of God, war, riot, civil commotion,

malicious damage, compliance with any law or governmental order, rule, regulation, direction or action by a government or public authority, accident, breakdown of plant or machinery, fire, inclement weather, flood, storm or default of the Organiser or subcontractors

Complaints

33. Any complaint must be made verbally within 24 hours of the event concerned and followed in writing not more than 48 hours after the event date. Complaints received after this time lapse will not be eligible for any refund/compensation due to dispute on the client's part. General

34. IMS confirms that they have and will maintain sufficient Public, Professional and Employers Liability and Medical Malpractice Insurance for events of the nature of the booking.

35. Distance selling regulations where applicable apply to all consumer bookings made. All cancellations under the distance selling regulations must be within 7 days of booking. Distance selling regulations do not apply to any booking made within 7 days of the event date.

36. Law of the contract. British Law shall govern the contract, which incorporates these Terms and Conditions, and the parties agree to submit to the exclusive jurisdiction of the English courts.