



Terms & Conditions

These terms and conditions (the “Terms and Conditions”) govern the use of www.onmedics.co.uk (the “Site”). This Site is owned and operated by Ryan Jones trading as OnMedics (the “Company”). This Site is an e-commerce website.

What these terms cover

This document sets out the terms and conditions on which we will supply event medical services to you. The scope of and price payable by you for our services are as set out in the “Quote”. Together, these terms and conditions and the completed Quote form the contractual agreement (the “Contract”) between us, which shall not have any legal effect until we provide you with written confirmation of coverage (after you have indicated that the terms of the Quote are acceptable to you).

BY USING THIS SITE, YOU INDICATE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND CONDITIONS AND AGREE TO ABIDE BY THEM, AT ALL TIMES.

THESE TERMS AND CONDITIONS CONTAIN DISPUTE RESOLUTION CLAUSES THAT IMPACT YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ THROUGH IT CAREFULLY.

Intellectual Property

The Site and all content published and made available on our Site is the sole property of Ryan Jones trading as OnMedics. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of the Site; unless specified otherwise. The provision of On-Site Medical Cover by us does not confer any intellectual property rights (by implication or otherwise) on you to use, alter, copy or otherwise deal with any of the symbols, trademarks, logos and/or intellectual property of the Company or in the materials referred to above.

Sale of Services

These Terms and Conditions govern the sale of products and services available on our Site.

We are under a legal duty to supply goods and services that match the description of the goods and services you order on our Site.

The following services are available on our Site:

- On-site medical cover services
- First aid training services
- Medical equipment sales

A deposit (“Initial Charge”) may be required to be paid prior to services being provided. The services will be paid for upon completion of the service.

These Terms and Conditions apply to all the products and services that are displayed on our Site at the time you access it. All information, descriptions, or images that we provide about our services are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all services we provide. You agree to purchase services from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

Third Party Goods and Services

Our Site may offer goods and services from third parties. We cannot guarantee the quality or the accuracy of goods and services made available by third parties on our website.

Booking On-Site Medical Cover for your Event

Duration of this contract:

The contract is effective from the time we send you a booking confirmation email until the event has taken place and the final invoice amount has cleared in our bank account (unless the contract ends earlier due to any of the reasons set out at **Right to Cancel**).

If we cannot accept your booking

If we are unable to accept your booking, we will inform you of this and will not charge you for the service. This might be for a number of reasons, including (but not limited to) where:

- We have already committed our resources for another event or purpose so we will not be able to fulfil your request on the date that you have requested; or
- We do not consider the On-Site Medical Cover that you have requested to be adequate for the size or risks of your Event or we have not received adequate information to enable us to assess a safe level of cover for the Event. If this happens, we will explain our rationale and suggest what we consider to be a suitable level of On-Site Medical Cover. We are unable to accept your booking until we have both agreed a safe level of On-Site Medical Cover.

Please be aware the Company typically only accepts low-risk events requiring the presence of a single (1) Medic. This is subject to availability and risk assessment.

Your booking reference number:

When we accept your booking, we will assign a booking reference number. You will need to quote this whenever you contact us. This will be included on all future correspondence.

Your responsibility to book a suitable level of On-Site Medical Cover for your Event:

You acknowledge that:

- (a) You are solely responsible for booking a safe level of On-Site Medical Cover for your Event; and
- (b) You are solely responsible for carrying out a satisfactory Risk Assessment for your Event.

We may carry out our own Risk Assessments in relation to the On-Site Medical Cover, but these are for our own purposes only and not to be relied upon by you for any reason.

Making changes to your booking:

- (a) If you wish to increase your On-Site Medical Cover, you must contact us as soon as reasonably practicable. If we can support your request, we will update the Agreed Price and anything else affected by the request. The amendment will only become effective upon written confirmation from you that you are happy to proceed.
- (b) Our right to amend your booking If we become aware in advance of the Event, of information which means the level of cover agreed in your Quote is inappropriate, we can only continue with your booking if the level of cover is revised.

We will advise you in writing as soon as practicable if we have any reason to believe we are unable to provide cover at the original level agreed.

Our Obligations to You

Before the Event:

- (a) We will ensure that our Personnel are appropriately trained, equipped and insured to deliver the agreed On-Site Medical Cover in compliance with relevant legislation and regulations where necessary and as appropriate; and
- (b) We will provide you, upon request, with written confirmation that we have appropriate insurance cover in place.

During the Event:

- (a) We will provide the agreed number of Personnel for your Event;
- (b) We will use reasonable endeavours to ensure our Personnel follow health and safety rules and regulations that you have made us aware of at the venue for the Event;
- (c) We will provide On-Site Medical Cover at the Event with due care and skill in accordance with good practice in first aid delivery and, where we provide ambulance services, in compliance with Care Quality Commission regulatory requirements (if applicable);

After the Event:

- (a) We will remove our equipment from the Event premises in a timely manner, save where arrangements have been made with you for you to store equipment, and;
- (b) We will, upon request, provide you with a Medical Debrief.

Your obligations to us

Before the event

- (a) You must provide all information requested by us, and return this to us at least 21 working days before the Event unless exceptions apply and have been agreed;
- (b) Should the Event be of such a size that you are using maps and plans you must provide our Personnel with them and other information and documentation we reasonably request as soon as practicable but in any event at least 10 working days prior to the Event. You are responsible for providing us with an appropriate system and/or route of communication. If You have asked us to provide this communication equipment in the order form, arrangements will be made to facilitate this in advance of the Event. Irrespective of supply of hardware or Personnel for communications, you remain responsible for facilitating the appropriate route and/or system where necessary for effective communication in the interest of the safe delivery of the Event;
- (c) If you are providing radio equipment this must be checked, in working order and available for us to collect upon arrival on our first day on site;
- (d) You are responsible for ensuring our Personnel can communicate with your key Event contacts at all times throughout the Event;
- (e) You must invite us to meetings, briefings and/or site visits which you deem useful or essential for us to be involved in, to assist in the safe delivery of our On-Site Medical Cover;
- (f) You must have appropriate insurance cover in place, including adequate event cancellation insurance (as detailed in **Insurance**;

You are responsible for

- (a) Obtaining all necessary licenses and permits needed to operate the Event and
- (b) Ensuring you comply with all the terms and conditions of those licences and permits;
- (c) You must notify us in advance if you engage anyone (in addition to us) to provide first aid, medical or safety services. It is your responsibility to provide instructions on how we will work with third parties to provide cover at your Event;
- (d) You must allow us reasonable access to the Event Site ahead of the Event start time in order for us to set up. You must inform us of any access issues as soon as practicable prior to the Event. Where additional labour is required to facilitate access to the Event site, we may add Additional Charges to the Invoice;
- (e) As the organiser of the Event, you are responsible for ensuring that a satisfactory Risk Assessment has been carried out for the Event and any necessary safeguards implemented. You must provide the Company with a copy of your Risk Assessment and Risk Management Plan at least 10 working days prior to the Event.

During the event

- (a) You must ensure that we have free and clear access and egress to and from each Event Site at all times, and if we are providing vehicles as part of the On-Site Medical Cover, ensure that there is adequate parking space for our vehicles;
- (b) You must keep the Event Site free from hazards or anything that may prevent or hinder us from delivering the On-Site Medical Cover;
- (c) You must ensure your staff and attendees are able to locate and access the On-Site Medical Cover;
- (d) You must ensure you communicate with our Personnel to ensure they are ready for the Event to begin, and;
- (e) You must adhere to any reasonable request to stop the Event while treatment takes place.

After the event

At our request, you must provide us with feedback in a format which we consider most appropriate.

Suitable level of First Aid Cover

We rely on the information you provide us to determine a suitable level of On-Site Medical Cover. If your Event is larger in size or a higher risk than that indicated by the information you have previously provided, the Company will inform you whether we will either:

- a) Immediately suspend the On-Site Medical Cover and charge you the Agreed Price as part of this contract or;
- b) Increase the level of On-Site Medical Cover and amend the Agreed Price to reflect the On-Site Medical Cover we deliver at your Event.

Leaving the Event to obtain additional medical care for Event participants

It may be necessary for our Personnel to leave the Event in the following (unlikely) circumstances:

- (a) In order to obtain further medical care for any person they are treating. We accept no liability should this mean that the Event has to cease due to such a reduction of On-Site Medical Cover; or
- (b) Where there is a life-threatening situation occurring in the vicinity of the Event, any ambulance at the Event may be requested to respond (subject to reduced first aid provision remaining at the Event).

In either of the aforementioned circumstances, we reserve the right to leave the Event at any time. We accept no liability or any losses you may incur due to termination of the Event, should the cause be due to our full or partial withdrawal.

Stopping the Event early

In the unlikely event of a declared Major Incident occurring elsewhere within the United Kingdom, we reserve the right at any time prior to or during the Event to cancel our attendance at the Event if we conclude that other demands for our services must take precedence.

Where possible, we will inform you of cancellation due to a Major Incident as soon as reasonably practicable. In the event of cancellation due to a Major Incident, we will

- (i) Not charge you for any amounts owed under the Invoice; and
- (ii) Issue a refund in respect of any amounts already charged under the Invoice.

Acceptance of all events is subject to the availability of volunteers and staff

In the unlikely event that insufficient Personnel are available for an Event, every reasonable effort will be made to locate resources from elsewhere, including the use of third-party contractors.

Should adequate resources remain unavailable, we will let you know with at least 72 hours' written notice that we intend to provide significantly reduced resources. We accept no liability for any losses you may incur due to the cancellation or reduction of the Event.

Payment & Charges

We will invoice you

We will raise an invoice for the Agreed Price, and any additional charges where applicable, after services have been provided.

Unless otherwise agreed all invoices are on NET 30-day terms. Unless we agree otherwise with you in writing, we only accept payment by bank transfer to the account details set out in the Invoice.

If we do not receive payment on time

You must pay the final remaining amount specified on the Invoice within 30 days from the date of the Invoice.

For any payment received after this date, we will charge Interest on the sum owed from the due date for payment. We reserve the right to decline to further cover your Event until your account is settled with us.

The Company reserves the right to charge interest on overdue amounts in line with statutory interest plus the Bank of England rate for business to business transactions ruling on the date payment is due. The Company reserves the right to charge a "Late Payment Fee" in line with the outstanding amount, this will be charged to cover the costs of recovering the outstanding debt:

- £40 for totals below £999.99;
- £70 for totals £1,000-£9,999.99;
- £100 for totals £10,000 or more.

These fees will be itemised in the "Final Demand." Title in the goods or services shall remain with the Company until full payment has been received, unless stipulated otherwise by the Order. Invoices should be settled via bank transfer unless special exception has been stipulated within the invoice or has been agreed in writing by the Company. The Company does not offer early repayment discounts unless previously agreed by the Company in writing.

If we believe your payment has been violated by any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

If your Event runs past the finish time

You must inform the Company or on-site Personnel as soon as possible about any likely overrun to the Event. Whilst we will endeavour to accommodate your new requirements, you acknowledge that we are only obliged to provide On-Site Medical Cover up to the finish time set out in the Quote. If you inform us regarding any likely overrun, the Company will decide and confirm that either:

- (a) We can continue to provide On-Site Medical Cover past the agreed finish time. The Company will confirm the newly agreed finish time. The Company will subsequently advise you of any Additional Charges incurred. These will be included in the Invoice; or
- (b) We are unable to provide On-Site Medical Cover past the new finish time (in which case we will continue to provide On-Site Medical Cover up to the agreed finish time).

Our Personnel at the Event

Our Personnel are paid staff. If we encounter staff shortages, we may engage additional Personnel or third-party contractors. For events where the duration is greater than either (i) ten hours or (ii) the period initially set out in the Order Form:

- (a) We reserve the right to charge you (including for any increased or overtime rates) more for staffing costs, and will advise you of such costs as soon as practicable;
- (b) Our Personnel may be entitled to breaks (to be decided by the Company).

Insurance

Insurance cover for the Company

We will have in place, for your Event:

- (a) Public liability insurance cover and;
- (b) Professional Indemnity Insurance and
- (c) Medical Malpractice Insurance.

Proof of these policies are available upon request.

Insurance cover you must have in place:

You must have in place:

- (a) Public liability insurance cover in the insured sum of at least £2,000,000 (two million) in aggregate

We strongly recommend you have a suitable level of event cancellation insurance.

Proof of policies must be made available upon request.

Patient Information

We may at our discretion provide you with information requested by you in order to assist you in complying with your reporting obligations under RIDDOR 2013 for work related injuries and such information may include patient personal data. We will not otherwise provide you with any personal data of patients treated by us without evidence that this is with their consent.

Following the Event, we will provide you upon request with information regarding the services we have provided at the Event which will be in summarised form, in order to protect patient confidentiality.

If you receive a request for patient information from another person or organisation, you should ask them to request this from the Company directly by email at Ryan@onmedics.co.uk.

Intellectual Property Rights and Confidential Information

Materials distributed before, during and after your Event:

Where either of us provides the other with materials, we agree that there will be no change in intellectual property rights.

Confidential information:

In the event that any confidential information (which is not publicly available), relating for example, to one another's activities and people, the On-Site Medical Cover and any pricing information is received by us from you, or by you from us, we agree that we will not for a period of three years disclose to any other person any such confidential information except as may be required by law, regulation or court order.

If there is a problem

Complaints

If you wish to raise a concern about the services you have received under this Contract please inform the Company. If a patient is unhappy with the treatment we provided, further information is available on www.onmedics.co.uk or the patient can contact us directly by emailing Ryan@onmedics.co.uk

Disputes

All requests for witness statements should be referred to the Company on the day of the Event. In the event of a dispute arising out of or in connection with the Agreement, including limitation, any question regarding its existence, validity or termination, we both agree to discuss the dispute in good faith and to seek to reach a resolution as soon as practicable.

Subject to any exceptions specified in these Terms and Conditions, if you and the Company are unable to resolve any dispute through informal discussion, then you and the Company agree to submit the issue first before a non-binding mediator and to an arbitrator in the event that mediation fails. The decision of the arbitrator will be final and binding. Any mediator or arbitrator must be a neutral party acceptable to both you and the Company. The costs of any mediation or arbitration will be paid for by the unsuccessful party.

Notwithstanding any other provision in these Terms and Conditions, you and the Company agree that you both retain the right to bring any action in a small claims court and to bring an action for injunctive relief or intellectual property infringement.

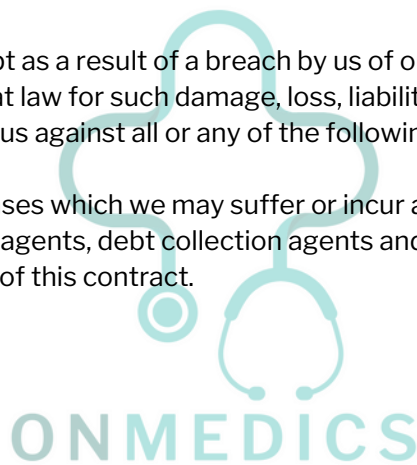
Limitation of liability

We do not exclude or limit liability for death or personal injury caused by our negligence or fraudulent misrepresentation but, subject to this and the requirements of the law, our liability to you in contract, tort or otherwise for any damage, loss, liability, costs or expenses suffered or incurred by you or any other person arising directly or indirectly out of our provision of the On-Site Medical Cover under the Agreement or otherwise will be limited as follows:

- Our liability for loss or damage to land or property belonging to you or any other person caused by an act or omission of our Personnel, employees, agents or contractors will not exceed £1,000 (one thousand);
- Our liability for all other loss or damage suffered by you in any 12 month period and caused by an act or omission of our personnel, our agents, employees or contractors will not exceed the total of the Agreed Price and (where applicable) any Additional Charges which are paid by you;
- You agree that we will not be liable in any way for any loss of profits, nor will we be liable for any indirect, consequential or special loss or damage arising from our provision of the On-Site Medical Cover or your benefit from the On-Site Medical Cover;
- We will not be liable for any delay or failure to comply with our obligations where the failure is caused by fire, flood, inclement weather, strikes, industrial action, pandemic, government action or any other reason or circumstances beyond our reasonable control; and
- We will not accept liability for any loss which you incur in relation to cancellation which could have been covered by event cancellation insurance.

Unless the law provides otherwise (and except as a result of a breach by us of our obligations under this contract or our negligence or where we are otherwise liable at law for such damage, loss, liability or expenses) and without prejudice to our other rights and remedies, you will indemnify us against all or any of the following:

- Any and all damage, loss, liability or expenses which we may suffer or incur as a result of a claim by a third party; and
- All costs and expenses (including enquiry agents, debt collection agents and legal costs on a full indemnity basis) incurred or sustained by us in enforcing any terms of this contract.



Right to Cancel and Receive Reimbursement

If you are a customer living in the United Kingdom or the European Union you have the right to cancel your contract to purchase services from us within 14 days without giving notice. The cancellation period:

- Will end 14 days from the date of purchase when you purchased a service

To exercise your right to cancel you must inform us of your decision to cancel within the cancellation period. To cancel, contact us by email at Ryan@onmedics.co.uk or by post at 30 Larch Ave, Chorley, Lancashire, PR60JL. You may use a copy of the Cancellation Form, found at the end of these Terms and Conditions, but you are not required to do so.

The right to cancel does not apply to:

- Goods or services, where the price depends upon fluctuation in the financial market that we cannot control and that may occur during the cancellation period;
- Services that the customer has requested for the purposes of carrying out urgent repairs or maintenance;
- Newspapers, magazines, or periodicals, except for subscriptions to such publications; and
- Accommodation, transport of goods, vehicle rental services, catering, or services related to leisure activities, if the contract includes a specific date or period of performance.

Effects of Cancellation

If you requested the performance of services to begin during the cancellation period, you are required to pay us an amount which is in proportion to what has been performed until you have communicated to us your decision to cancel this contract. The company will issue an invoice to you in respect of products or services. We will reimburse to you any amount you have paid above this proportionate payment.

We will make the reimbursement using the same form of payment as you used for the initial purchase unless you have expressly agreed otherwise. You will not incur any fees because of the reimbursement.

The right to cancel and to reimbursement is not affected by any return or refund policy we may have.

Refunds

Refunds for Services

We provide refunds for services sold on our Site as follows:

- The services will be fully refunded if the services are cancelled at least 48 hours before the services were scheduled to be provided. The deposit is non-refundable.

Consumer Protection Law

Where the Sale of Goods Act 1979, the Consumer Rights Act 2015, or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

Indemnity

Except where prohibited by law, by using this Site you indemnify and hold harmless the Company and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities, and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

This is our entire agreement to you

These terms together with the terms set out in the Quote and our written confirmation to you of coverage constitute the entire agreement between relating to the On-Site Medical Cover. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you will have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

Applicable Law

These Terms and Conditions are governed by the laws of England and Wales. The English and Welsh courts will have exclusive jurisdiction for any disputes arising out of this contract.

Changes

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

Contact Details

Please contact us if you have any questions or concerns:

Ryan@onmedics.co.uk

30 Larch Ave
Chorley
PR60JL



Effective Date: 25/09/2024

Ryan Jones - Sole Trader

Cancellation Form

I hereby give notice that I cancel my contract of sale of the following goods or services:

Ordered on: _____

Received on: _____

Customer name: _____

Customer address: _____

Post Code: _____

Signature: _____

Date: _____

Definitions and Interpretation:

In these terms and conditions “you”, “your” means the organisation you represent, “us”, “we”, “our”, “the Company” means Ryan Jones trading as OnMedics;

In this document, the following phrases have the following meanings:

- (i) “Additional Charges” means any amounts set out in the Invoice (in addition to the Agreed Price) payable by you in exchange for any services or equipment we provide which are not within the scope set out in the Quote for your Event;
- (ii) “Agreed Price” means the price set out in the Quote;
- (iii) “Event” means the event at which we will provide you with On-Site Medical Cover;
- (iv) “Event Site” means the buildings and premises at which the Event takes place, at the address set out in the Quote;
- (v) “On-Site Medical Cover” means the provision by our Personnel of first aid and medical treatment at your Event;
- (vi) “Invoice” means the invoice we will issue to you once you have returned the completed Quote Form;
- (vii) “Major Incident” means as defined in the Joint Emergency Services Interoperability Protocols (JESIP);
- (viii) “Medical Debrief” means the report we will provide you with upon request, containing a breakdown of activity and statistics from your Event;
- (ix) “Quote” means the form we will send you setting out the information we require from you in order to process your booking and provide On-Site Medical Cover at your Event;
- (x) “Personnel” means any of
 - a. our staff; and
 - b. any third- party contractors we engage who will provide On-Site Medical Cover at your Event;
- (xi) “Risk Assessment” means a written copy of any identified hazards and risks that have the potential to cause harm, and the identified controls in place to eliminate the hazard or reduce the risk;
- (xii) When we use the words “in writing” or “written”, this includes emails..
- (xiii) “Late Payment Notice” means the invoice we will issue to you if you fail to settle the ‘Invoice’ within 30 days
- (xiv) “Final Demand” means the notice we will issue to you as a last request for payment of monies owed prior to legal action.
- (xv) “Medic” shall have the same meaning as ‘Personnel.’
- (xvi) “Initial Charge” and “Deposit” means the initial payment for goods and services prior to their delivery, included within the invoice.



ONMEDICS