



MED-PTS AMBULANCE SERVICES Ltd. (Us) - Standard Terms and Conditions for Private Ambulance Transport

1. Orders / acceptance to cover private ambulance transport

1.1 All orders for us to provide private ambulance transport for the patient or their representative ("The Client") must be placed in writing, by e-mail.

1.2 We cannot guarantee that any particular request for Us to provide private ambulance transport services will be accepted.

1.3 The issue by Us of a quotation is not a binding offer and We will only assume contractual liability once we have accepted in writing, by fax or by e mail, your confirmation that the quotation meets Your requirements.

2. Charges

2.1 Private ambulance transport charges will be outlined in the quotation post enquiry.

2.2 Private ambulance transport outside the hours of 08:00 and 18:00 may be subject to a surcharge.

2.3 Private Ambulance Transport falling on public holidays may also be subject to a surcharge. All bookings that require transport for less than 3.5 hours in duration will be charged a minimum surcharge of 3.5 hours unless otherwise agreed by Us.

2.4 For Private Ambulance Transport where the duration of driving time is greater than 3.5 hours, time must be allowed for Our personnel to take driving breaks.

2.5 In all incidences where a Private Ambulance Transport waiting time exceeds that of the stated time on the booking form, excess duty charges will become payable at a minimum rate of £50.00 per hour or more which we will notify you of.

2.6 If you wish to cancel or rearrange your request for Our attendance "The Client" **must send Us an email and telephone Us directly.**

All Cancellation charges are based on the agreed pickup date & time as completed on Our booking form, this includes bookings that are rearranged, all of which are subject to our Cancellation charges detailed below:

Cancellations received 10 days or more will incur a 10% administration & booking fee charge.

Cancellations received between 6 – 9 days will incur a 25% charge.

Cancellations received between 3 – 6 days will incur a 50% charge.

Cancellations received between 48hrs – 24hrs will incur a 75% charge.

Cancellations received less than 1 day (24hrs) notice will incur a 100% charge.

2.7 Our Rights – We retain the right to cancel or amend any booking at any point in time if in Our opinion the safety of Our staff or patients are potentially at risk. Where this is the case a cancellation fee shall exist as per our cancellation charges above.

2.8 Terms of payment – In order for Us to confirm your booking payment must be received in full prior to Us transporting. If payment is not made In full this will result in Us not attending to provide private ambulance transport, which we will not be held liable for. If we agree to Invoice you after the transport then statutory interest will be charged at 8% plus the current bank of England base rate from date of invoice on the whole sum owing or part thereof until payment is received. All outstanding invoices are passed to a solicitor. There may be associated legal / collection fees in addition to our penalty rate for which you would also be responsible.

2.9 Invoices can be requested and sent to the paying customer by e-mail, this will be either a Worldpay receipt for debit/credit cards payments, or a full Invoice for BACS/CHAPS/IBAN/SWIFT, please note we do not accept American express.

3. Your responsibilities

3.1 You must ensure that We have free and clear access and egress to and from the pick-up address of the location on the booking form and adequate parking is available for our vehicle. If parking is not available, We must be informed at time of booking.

3.2 You must ensure that all additional medical escort personnel are made known to Our personnel prior to Us transporting.

3.3 You are responsible for ensuring that all the necessary paperwork including our booking form, travel documents including passports and Visa's outside of the UK have been obtained and are correct and in date.

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).



3.4 You are responsible for any personal belongings that are transported on our ambulance vehicle, such as Televisions, Computers, Laptops, Phones & Electrical items, Furniture, Luggage and any other item. Neither We nor Our personnel shall be liable under any circumstances, for any damage to this property or any personal belongings.

3.5 You must ensure that all booking information given to Us is correct and that the patients height, weight and mobility along with any infectious diseases are listed on the booking form, failure to provide Us with the correct information means we have the right to abort the transport and you will incur the full charge of the booking and a additional surcharge may apply to cover our staffing costs & PPE including any further tests needed for our staff to rule out cross infection.

4. Our responsibilities (and limitations to the same)

4.1 We will private ambulance transport services 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 for the ambulance transfer (unless these staff have been specifically requested and booked).

4.2 We may carry out our own dynamic risk assessments, but these are for Our own purposes. You remain fully responsible for the health & safety of yourself and The Client.

4.3 Our Duty Manager or Operations Supervisor Team shall conduct the deployment of Our ambulance personnel. They are responsible for the health and safety of Our members and have a legal obligation under the Health and Safety at Work Act.

4.4 It may be necessary for Our ambulance personnel to abort the journey to the intended destination address that was specified on our booking form, in order to obtain further medical care for any person We are transporting. We accept no liability should this mean that the transport has to cease due to the patient deteriorating.

4.5 For transport out of the UK into Europe You are advised to arrange appropriate " travel insurance". We will not accept any liability for any loss you incur in relation to damages or cancellation which could have been covered by such insurance.

4.6 Neither we nor our personnel shall be liable under any circumstances, for any damage to land, property or personal belongings in the event of treatment to or access being required to a patient or to allow egress from a site.

4. Subject to clause 4.9 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.

4.9 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 .

4.10 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, road accidents, traffic congestion, running calls, vehicle failure, adverse weather etc).

4.11 We may on rare occasions utilise the services and staff of other companies. In this case any claims for negligence, malpractice or mismanagement including legal proceedings will be dealt with by those companies respectively and not by Ourselves.

5. Information provided to and by MED-PTS Ambulance Services Ltd.

5.1 Our willingness (and the fees quoted) to provide private ambulance transport services is made on the understanding that the details of the booking form 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, we reserve the right to revise Our fees, or to reconsider Our acceptance of the private ambulance transport. If upon arrival at the pick-up address, the senior member or supervisor in attendance considers the patient to be deemed unfit for transport or a category of a higher risk than stated on the booking form We reserve the right to withdraw from the booking. 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 the booking then 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 private ambulance booking in such circumstances.

5.2 With regard to details of persons treated by MED-PTS Ambulance Services personnel, personal information will only be provided upon a request by legal representation and / or by written consent of the individual concerned and are subject at all times to the Data Protection Act 1998 and the General Data Protection Regulation 2018.



6. Complaints

6.1 Any complaints or disagreements regarding Our services or Our personnel should be taken up with Our Ambulance crew on the day. If the issue cannot be resolved, all complaints must be made in writing or e-mailed to us which we will respond to your complaint within 14 days.

7. General

7.1 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).

7.2 If you are subject to the Freedom of Information Act 2000, then You agree that before disclosing any information about Us, You will consult with Us in order to consider if any exemptions to disclosure may be applied.

7.3 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 the property of, or the rights in the use of shall remain with the original party, unless otherwise agreed in writing between the authorised representatives of each party.

7.4 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 unforeseeable then that provision will, to the extent required, be severed from this Agreement and will be ineffective without, as far as is 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.

7.5 The parties to this Contract do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

7.6 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.

7.7 The Agreement may only be varied or amended in writing and signed by the parties specifically referring to this clause and stating that the Agreement is varied in the manner specified.

7.8 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.

7.9 Nothing in the Agreement or any arrangement contemplated by it shall constitute either party a 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 to pledge the credit of the other party.

8. English Law and jurisdiction of English Courts

8.1 The Agreement shall be governed by English Law and the parties consent to the exclusive jurisdiction of the English Courts.