



Merlin First Aid Services Limited
Gwasanaethau Cymorth Cyntaf Merlin Cyf.

1 Parc Thomas
Carmarthen
SA31 1DP

Phone: 01267-238088
Fax: as above.
Email: enquiries@msg-mfas.co.uk
Web site: www.msg-mfas.co.uk

Terms and Conditions of Service 2012

General Terms & Conditions

1. These terms and conditions comprise the contract between **Merlin First Aid Services Limited, Independent Ambulance Services or Training Service** ('MFAS Ltd') and the Client and/or MFAS Ltd and the Passenger named on the Booking Form. All quotations made by MFAS Ltd and booking confirmations made or received by MFAS Ltd are made on the basis of these terms and conditions.
2. Payment of MFAS Ltd's charges for service is to be made in sterling by the client named on the Booking Form within 30 days of the invoice date. After a due period (no more than 60 days from invoice date) which MFAS Ltd reserves the right to charge statutory interest on any unpaid amount at the rate of 8% per annum above base rate calculated monthly from the due date of payment. In addition, poor repayments that result in the use of debt collection firms will mean that MFAS Ltd will add all reasonable debt recovery costs to the original debt.
3. Clients with a poor payment history with MFAS Ltd, and clients booking services at amounts over £1000, will – with the directors discretion – be requested to pay a deposit upfront before the event. The amount of this deposit is currently 25% for £1000-£2000 and 50% for £2000+.
4. MFAS Ltd's charges for service are calculated using their price list, (available on request) or the quotation forming part of the contract. **All charges for services provided do not include any form of VAT amount.**
5. MFAS Ltd reserves the right to charge a short notice cancellation fee based on a percentage of the original invoice amount. This amounts to 25% for under 24 hours notice, 15% for 24-48 hours notice. There is no charge if events are cancelled at over two days notice from the event start or if the reason for cancellation is such as an 'act of god'.

Event Cover and Patient Transport Terms & Conditions

6. MFAS Ltd will always provide staff for the event/duty to the requested level of training. If staff of the required level is not available then higher qualified staff are always sent at no extra cost to the client.
7. MFAS Ltd undertakes to provide a suitable vehicle for event cover as requested either by the client or required for the clients level of insurance cover. MFAS Ltd will endeavour to provide vehicles used for such a purpose are medically equipped to the required standard – if not higher - for the event.
8. MFAS Ltd undertakes to provide a suitable vehicle for the carriage of passengers who by reason of age, infirmity, ailment or disability cannot use conventional forms of transport. MFAS Ltd does **NOT** warrant that any of its vehicles used for such a purpose are as medically equipped to a particular standard eg: NHS ambulance services or other para-medical standards at this time.
9. MFAS Ltd's specifications, broadsheets and other published material issued as to vehicles to be used, medical equipment carried or staff in attendance are to be read subject to these terms and conditions. MFAS Ltd will use its best endeavours to ensure that the vehicle equipment and staff are in accordance with specification/quotation but MFAS Ltd cannot guarantee (although we will always try to maintain):-
 - a) That passenger loading will be arranged in a certain way (although all reasonable care will be taken to accommodate each passenger in the best manner possible in the circumstances of that particular journey).
 - b) That the vehicle carries medical equipment (including machines) suitable for a particular ailment or illness.
 - c) The crew are qualified emergency care assistants, ambulance technicians, doctors, nurses or state registered paramedics (as requested).



Merlin First Aid Services Limited
Gwasanaethau Cymorth Cyntaf Merlin Cyf.

1 Parc Thomas
Carmarthen
SA31 1DP

Phone: 01267-238088
Fax: as above.
Email: enquiries@msg-mfas.co.uk
Web site: www.msg-mfas.co.uk

10. The Client (or a person on his/her behalf) must specifically request MFAS Ltd to provide extra facilities if the passenger's needs require facilities, equipment and or attendance by nurse or para-medical crew. Where no specific request is made it is at the discretion of MFAS Ltd whether attendance in addition to the driver is necessary for any journey. The Client is expressly required to notify MFAS Ltd as to all the Passenger's medical conditions which may put the Passenger's health and/or safety at risk during the journey with MFAS Ltd and so necessitate special care. MFAS Ltd reserves the right to require such information as is reasonably necessary to ensure proper care of the passenger by MFAS Ltd.

11. MFAS Ltd reserves the right to renegotiate the contract if the details initially supplied relating to the Event, Passenger, Journey or Client are found to be substantially incorrect.

- a) MFAS Ltd will not be liable for the manoeuvre of the passenger in a wheelchair or on a stretcher unless the handling is by or under the direction of MFAS Ltd staff. MFAS Ltd reserves the right to refuse to carry the passenger in a wheelchair unless wearing a lap belt restraint.
- b) MFAS Ltd will use its best endeavours to carry personal property where space and safety allows but shall not be liable for its security or for any loss or damage caused to it except where caused by the malfunction of the vehicle or its equipment or negligence of MFAS Ltd crew.
- c) MFAS Ltd reserves the right to select the route for the journey which will not necessarily be the shortest, but chosen with reference to road surface, traffic and weather conditions and passenger needs.
- d) MFAS Ltd will use its best endeavours to ensure punctual arrival and departure but a number of factors can prevent this and MFAS Ltd crews are instructed to stop and render First Aid at incidents, where to do so would not be to the detriment of any passengers, otherwise MFAS Ltd will not be liable for lateness of collection/delivery due to circumstances beyond MFAS Ltd control.

The contract between MFAS Ltd and the Client and MFAS Ltd and the Passenger is governed by British Law and if any dispute arises it shall be referred to the British Courts. If a court considers that one or more of these terms and conditions are unfair or unreasonable then the term(s) so considered shall be severable from the other terms and conditions.