

LSA Secure Limited

General Terms & Conditions for Ambulance Transport Services

1. Definitions and Interpretation

- 1.1 “**Contractor**” means LSA Secure Limited.
 - 1.2 “**Customer**” means the individual, company, organisation or public body requesting services from the Contractor.
 - 1.3 “**Commitment**” refers to any one or more ‘shift’, ‘single patient journey’, or longer-term requirement using multiples of the same.
 - 1.4 “**Services**” means the Ambulance Transport Services to be provided by the Contractor as agreed in writing.
 - 1.5 “**Agreement**” means the contract between the Contractor and the Customer incorporating these Terms and Conditions.
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2. Orders and Acceptance of Services

- 2.1 All service requests must be submitted using the Contractor’s **Transport Booking Form** or by another method agreed in writing.
 - 2.2 The Contractor is under no obligation to accept any booking request.
 - 2.3 Quotations issued by the Contractor are **not binding offers** and constitute invitations to treat only. A contract is formed only once the Customer’s request has been accepted and approved in writing by the Contractor.
 - 2.4 Acceptance of any Commitment is subject to staff and vehicle availability.
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3. Charges and Payment

- 3.1 Charges are set out in the Contractor’s current **Rate Card** and may be amended at any time without prior notice.
- 3.2 Standard rates apply between **06:00 and 18:00**. Commitments outside these hours or on public holidays may incur surcharges (“Unsociable Hours Charge”).
- 3.3 For Commitments exceeding six (6) hours, time must be allowed for mandatory staff breaks.
- 3.4 The Customer acknowledges that the Contractor’s personnel may refuse additional work extending beyond the agreed shift time unless authorised by both parties, in which case additional charges will apply.
- 3.5 The Contractor’s personnel reserve the right to leave at the pre-booked finish time. If extended cover may be required, the Customer must highlight this at the booking stage.

LSA Secure Limited, LSA House, Unit 2B Lower Mount Farm, Long Lane, SL6 9EE.

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Registration Number: 0939 6592 VAT Number: GB 26 0428 127

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3.6 A mileage charge is payable at the agreed rate for any mileage exceeding the inclusive mileage allowance.

Cancellation

3.7 Cancellations must be confirmed and acknowledged by the Contractor before the scheduled start time. Charges apply as follows:

Notice Period (Before Commitment) Cancellation Fee (% of Quoted Fee)

More than 48 hours	0%
48 hours or less	25%
Less than 24 hours	100%

3.8 The Customer will also be charged if patient legal or status documents are incomplete or unavailable at the time of arrival, preventing the journey from proceeding.

Payment Terms

3.9 Terms of payment are **30 days from the invoice date**, unless otherwise agreed in writing.

3.10 **Invoices not paid within 30 days without prior written agreement** shall incur the following late payment charges:

- **Statutory interest at 8% above the Bank of England base rate**, calculated daily from the due date until full payment is received; and
- A **fixed compensation fee** per overdue invoice in accordance with the **Late Payment of Commercial Debts (Interest) Act 1998**, as follows:
 - £40 for debts up to £999.99
 - £70 for debts from £1,000 to £9,999.99
 - £100 for debts of £10,000 or more
- Additional **reasonable debt recovery costs** incurred by the Contractor where the statutory compensation does not cover the full expense of recovery.

3.11 Payments should be made via **BACS**. Cheque or cash payments incur a £3.00 processing surcharge. Credit and debit cards are accepted.

3.12 The Contractor reserves the right to suspend services or refer overdue accounts to a debt recovery agency, with associated costs charged to the Customer.

4. Force Majeure and Adverse Conditions

4.1 The Contractor may cancel or revise commitments due to adverse weather (e.g., snow, high winds, flooding) or other safety concerns. No cancellation fees shall apply in these cases.

4.2 Neither party shall be liable for failure or delay in performing its obligations due to events beyond reasonable control, including but not limited to acts of God, war, terrorism,

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pandemics, industrial action, or power failure.

4.3 In such cases, liability shall be limited to refunding any pre-paid charges for services not performed.

5. Customer Responsibilities

5.1 The Customer must ensure all information provided in the booking form is accurate and up to date.

5.2 For Commitments exceeding six (6) hours, the Customer must allow appropriate staff breaks.

5.3 The Customer must promptly inform the Contractor of any change in a patient's condition or risk level prior to transport.

5.4 The Customer must ensure a **formal clinical handover** occurs before the Contractor's personnel accept responsibility for the patient.

5.5 The Customer remains responsible for the patient's overall clinical care, unless otherwise agreed in writing.

6. Contractor Responsibilities and Limitations

6.1 The Contractor will provide Services in accordance with good practice and applicable regulatory standards, including the **Care Quality Commission (CQC)** registration requirements.

6.2 The Contractor may conduct its own risk assessments but accepts no responsibility for site safety or event management beyond the agreed Service.

6.3 In the event of a national emergency or redeployment request by a statutory body, the Contractor reserves the right to withdraw personnel or vehicles. No charge will apply for unperformed services, and the Contractor will not be liable for consequential losses.

6.4 Acceptance of Commitments is subject to staff availability. If adequate personnel are unavailable, the Contractor will notify the Customer as early as possible and may cancel or reduce services.

6.5 The Contractor may subcontract part or all of a Commitment to reputable, fully insured providers who meet equivalent operational and regulatory standards.

6.6 Neither the Contractor nor its personnel shall be liable for property damage caused during emergency access or evacuation.

6.7 Except as provided in Clause 6.8, the Contractor shall not be liable for any indirect or consequential loss, or for any loss of profit, revenue, or goodwill.

6.8 Nothing in this Agreement limits or excludes liability for death or personal injury resulting from negligence, or for fraud.

6.9 The Contractor's total aggregate liability shall not exceed the total charges paid by the Customer for the specific Commitment giving rise to the claim.

7. Insurance and Indemnity

7.1 The Contractor maintains Public Liability, Employers' Liability, and Medical Malpractice Insurance. Evidence of coverage can be provided upon request.

7.2 The Customer shall indemnify and hold harmless the Contractor against any loss, claim, or expense arising from the Customer's negligence or breach of these Terms.

8. Data Protection and Confidentiality

8.1 The Contractor will process personal data in compliance with the **UK GDPR** and **Data Protection Act 2018**.

8.2 The Contractor acts as a **Data Processor** when providing Services on behalf of the Customer and as a **Data Controller** for its own records.

8.3 Personal data will only be disclosed to third parties where legally required or with written consent, and only retained as long as necessary to fulfil legal or contractual obligations.

8.4 Both parties shall treat all information obtained under this Agreement as confidential.

8.5 The Customer agrees to consult the Contractor prior to any disclosure of information under the **Freedom of Information Act 2000**.

8.6 A full Privacy Policy is available upon request or at [insert company website].

9. Complaints and Feedback

9.1 Any complaints should first be raised with the Contractor's Manager or Senior Staff Member at the scene.

9.2 If unresolved, formal complaints must be submitted in writing to the Managing Director at operations@lsasecure.com.

9.3 Complaints will be handled in accordance with the Contractor's internal complaints procedure.

10. Intellectual Property and Media

10.1 Each party retains ownership of its intellectual property, including all materials, forms, and documentation.

10.2 Promotional photographs may only be taken or published where **no identifiable personal data** (including patient or staff images) is visible, unless explicit written consent has been obtained.

11. Dispute Resolution

- 11.1 The parties shall attempt to resolve disputes through negotiation in good faith.
11.2 If negotiation fails, disputes shall first be referred to mediation in accordance with the **CEDR Model Mediation Procedure** before resorting to court proceedings.
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12. General Provisions

- 12.1 These Terms constitute the entire agreement between the parties and supersede any prior representations or communications.
12.2 No variation of this Agreement shall be valid unless made in writing and signed by both parties.
12.3 If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
12.4 The Contracts (Rights of Third Parties) Act 1999 shall not apply.
12.5 No failure or delay in exercising any right shall operate as a waiver of that right.
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13. Governing Law and Jurisdiction

- 13.1 This Agreement and any dispute arising from it shall be governed by and construed in accordance with the **laws of England and Wales**.
13.2 The parties submit to the **exclusive jurisdiction of the English Courts**.