

Service Terms & Conditions

Version 7 - August 2025

The following Terms and Conditions are applicable for any individual or entity (the "client") that has received an Order Form from Scouts EMS. Contact details at scouts-ems.com.

Fees

1. All fees are presented on our website, within a document, or within an email, and will be issued in GBP and are subject to VAT.
2. All fees presented are fixed for event(s) in current discussion, however are subject to change for any other event.
3. For the use of our platform, we may charge a set fee per user, or a fixed fee for an event. This is at our discretion and will be agreed prior to platform access being granted.
4. We may charge an Up Front Fee and Future Fee(s), or we may only charge an Up Front Fee. This is at our discretion and will be agreed prior to an Order Form being generated.
5. Once we are notified of confirmation to proceed, we will provide an Order Form which with an invoice alongside, detailing the fees payable.
6. By making payment of an invoice, the client is committing to our services, the expenditure, and agreeing that the individual that has given us confirmation to proceed is authorised to act on behalf of the client now and in the future, until we are otherwise notified.

Payments

7. We will require full payment of the Up Front Fee immediately upon receipt of our invoice, and platform access will not be granted until we receive payment in full - unless otherwise specified.
8. We prefer all fees to be paid via Bank Transfer (BACs) using the details on the invoice.
9. No refunds, partial or full, will be issued for any payments made if you wish to terminate our services or if your event is cancelled or postponed. If we terminate our services, fees will be refunded.
10. Failure to make payment may result in the suspension of services or cancellation by us.

Services

11. We provide an online web-based platform that can be used to manage data before, during and after an event takes place.
12. This platform has been created for use by many events and is therefore, in some places, rigid in terms of flexibility and aesthetic.
13. Where the client wishes to extend the functionality or alter the aesthetic of our platform beyond it's existing capability - which constantly evolves and develops - we will notify the client in advance if this will be subject to additional fee(s), which can then be considered and accepted, or declined.
14. In the event of a dispute arising as to whether the platform satisfies the specification agreed, we will consider the dispute and make a fair decision that shall be final and binding.
15. Our team will require information from the client to set-up the platform for use. This needs to be provided in text and imagery, and be delivered via email.
16. Platform access will be shared to the event organiser(s) defined by the client, and it is the responsibility of this individual(s) to share further access.
17. We will endeavour to supply a platform that is available at all times by those who have access to the internet. However, the client understands that we may use third parties to supply some or all of our platform infrastructure and therefore we are not in full control of the promptness of any technical assistance that is required should an issue arise, and equally cannot guarantee the service will be available at all times. If maintenance to the infrastructure is required, we will give at least 7 days notice, and will endeavour to ensure any time that the website or application is not available is kept to an absolute minimum.

18. Our platform achieves at least 99.9% uptime. Should there be downtime, we guarantee that this will last for no longer than 6 hours, allowing us time to move the platform to an alternative infrastructure supplier in the event of a catastrophic failure.
19. We do not accept any responsibility for the mistakes or actions of any third party including payment gateway providers, and platform infrastructure suppliers.

Data

20. You have read and agree to our Data Processing Agreement.

Support

21. All support queries, including but not limited to: access issues, advice, guidance, and broken functionality, must be reported via our online support ticket system available at scouts-ems.com/support, rather than by phone call. Our online support ticket system will prioritise support requests, and we will respond to these at our earliest convenience, usually within 1 working day.
22. We are always looking to develop our platform further, and host an online system that accepts and manages feature requests and has the ability to log minor bugs. We encourage you to read and use this system. Links to this system can be found at scouts-ems.com.

Termination

23. Should a client wish to terminate our services, we will require this in writing. Either party may terminate any agreement immediately and without notice if either entity enters into administration or liquidation.
24. We may terminate any agreement immediately and without notice if any undisputed invoice becomes more than 60 days overdue, or if a client fails to cooperate.

Indemnity and Limitation of Liability

25. We shall not be liable for failure to perform any services if such failure is as a result any extraordinary event or circumstance beyond our reasonable control. This is known as force majeure.
26. We cannot be held liable to the client for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with our services.

Severance

27. If any clause (or part of a clause) within these terms and conditions is found by any court or administrative body of a competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.