



GENERAL TERMS AND CONDITIONS

M E D I C A T W O R K

Part 1 Operation

1. Contractual Documents

- (a) These Terms and Conditions together with the Clinic Confirmation Document form the entire agreement between you and us.
- (b) Each Clinic Confirmation Document together with these Terms and Conditions forms a separate and independent agreement.
- (c) The Clinic Confirmation Document prevails over these Terms and Conditions to the extent of any inconsistency.

Part 2 Provision of Clinic

2. Provision of Clinic

- (a) On the Clinic Dates:
 - (i) we will make available the Medic at Work Staff at the Clinic Location for the Total Days; and
 - (ii) we may make available to you de-identified statistical data regarding the Medic at Work Clinic the contents of which are in our absolute discretion.
- (b) The maximum capacity of appointments is the Total Patients.
- (c) Medic at Work's obligations to the Client are limited to the provision of the Medic at Work Clinic (and Medic at Work provides no warranty to the Client regarding the underlying medical services whatsoever).
- (d) Subject to this Clause 2, we may determine in our absolute discretion the timing of appointment slots, the breaks for Medic at Work Staff and any other matter regarding the provision of the Medic at Work Clinic.

3. Client Obligations

- (a) On the Clinic Dates:
 - (i) you must make available the Clinic Room Requirements; and
 - (ii) you grant access to Medic at Work and the Medic at Work Staff to your premises as is reasonably necessary to enter, use and leave the Medic at Work Clinic; and
 - (iii) you must use reasonable endeavours to fulfil any reasonable requests of the Medic at Work Staff; and
 - (iv) you must not request or require that we provide you with any data, files, information or records from the Medic at Work Clinic.
- (b) You must not require, coerce or otherwise encourage your staff to:
 - (i) attend the Medic at Work Clinic; or
 - (ii) release to you any data, files, information or records from the Medic at Work Clinic.
- (c) You may have your Representative make bookings for the Medic at Work Clinic on behalf of other persons; however, that you must procure that Representative to ensure that all such bookings are voluntary and have been consented to by those other persons.
- (d) You must promptly respond to any queries which we may have regarding the provision of the Medic at Work Clinic.
- (e) You must co-operate with us to ensure that we are able to provide the Medic at Work Clinic.
- (f) You must make decisions, selections and choices in a prompt and timely manner.

4. Nature of Relationship

- (a) Medic at Work and the Client are independent contractors.
- (b) Nothing in this document is intended or will be construed as constituting a partnership, association or trust between the Parties. Neither Party will represent itself or hold itself out as being the partner, principal, associate, trustee or beneficiary of the other Party.
- (c) Nothing in this document creates an exclusive relationship between the Parties. The Parties are free to contract for services similar to the Medic at Work Clinic with any other person.

Part 3 Voucher Program

5. Application

- (a) This Part 3 applies and Part 2 does not apply if the Program Type in the Client Confirmation Document is expressed to be "Voucher Program".
- (b) Otherwise, this Part 3 does not apply.

6. Provision of Vouchers

- (a) Within 1 month of payment of the Facility Fee, Medic at Work will provide you with vouchers that are redeemable at medical clinics associated with Medic at Work for a consultation provided that:
 - (i) the number of vouchers provided shall be the Total Vouchers expressed in the Client Confirmation Document; and
 - (ii) the expiry date of those vouchers shall be the Clinic Dates.
- (b) Those vouchers may be subject to such other terms and conditions that Medic at Work may determine in its reasonable discretion.

7. Clinic Locations

- (a) The Client acknowledges that:
 - (i) the medical clinics at which those vouchers are redeemable are independent from Medic at Work; and
 - (ii) Medic at Work has limited control over those clinics and the availability of those clinics in the Client's desired locations.
- (b) Medic at Work must use reasonable endeavours to make associated medical clinics available Australia-wide. However, Medic at Work has no liability if no associated medical clinics are available in the Client's desired locations.
- (c) If the Client is not satisfied with the locations of the associated medical clinics or the availability of the associated medical clinics then Medic at Work may (but is not obliged to) refund the Clinic Costs (in whole or in part).

Part 4 Changes to Agreement

8. Mutually Agreed Changes

The Parties may agree to change the Agreement by mutual agreement in writing.

9. Circumstances Outside Our Control

If, due to circumstances outside of our control, we are unable to provide the Medic at Work Clinic at the Clinic Location and/ or on the Clinic Dates, then:

- (a) we will notify you within a reasonable time of the nature of those circumstances; and
- (b) we will notify you of new Clinic Dates and/ or a new Clinic Location; and

- (c) you must either accept or reject those new Clinic Dates and/ or that new Clinic Location and provide notice to us as soon as practical. In any event, if no response is received within 2 Business Days you are deemed to accept those new Clinic Dates and that new Clinic Location; and
- (d) if you do not accept those new Clinic Dates and/ or that new Clinic Location we are entitled to payment as if the Medic at Work Clinic had been cancelled.

Part 5 Charges and Invoicing

10. Clinic Costs

In consideration for providing the Medic at Work Clinic, you must pay to us Clinic Costs.

11. Reimbursements

In consideration for providing the Medic at Work Clinic:

- (a) if adequate parking is not provided for Medic at Work Staff, you must pay to us from time to time the costs of parking for Medic at Work Staff; and
- (b) if the Clinic Location is not within a 50km radius of a state capital CBD, you must pay to us from time to time the costs of flights, car hire, fuel, meals, accommodation and travel time for Medic at Work Staff.

12. Failure to Pay

We may suspend the provision of the Medic at Work Clinic if you have not paid an invoice Force Majeure and Liability

Part 6 Liability

13. Limitation of Liability

- (a) This Clause 19 must be read down to the extent that it is inconsistent with the *Australian Consumer Law (Cth)* if the consumer guarantees under the *Australian Consumer Law (Cth)* apply to this Agreement.
- (b) To the maximum extent permitted by law:
 - (i) Medic at Work is not liable to the Client for any indirect, consequential, punitive damages or special losses (including loss of profit, loss of business opportunity, payment of liquidated sums and payment of damages under any other agreement) (together, **Excluded Losses**); and
 - (ii) the Client releases and discharges Medic at Work from any liability or claim for Excluded Losses; and
 - (iii) Medic at Work is not liable to the Client for any damages or losses 3 years after the relevant Clinic Dates (the **Limitation Period**); and
 - (iv) the Client releases and discharges Medic at Work from any liability or claim which the Client may have after the Limitation Period; and
 - (v) where Medic at Work is liable for any damages or losses to the Client (including, for the performance or non-performance of the Medic at Work Clinic), Medic at Work's liability is limited to (at Medic at Work's absolute discretion):
 - (1) supplying the relevant Medic at Work Clinic again; or
 - (2) the net amount actually recoverable under Medic at Work's insurance policies.

14. Exclusions

Medic at Work gives no express or implied warranty that the Medic at Work Clinic or the Medic at Work Staff is fit for the Client's purposes.

15. Indemnity

The Client indemnifies Medic at Work against any cost, expenses, damages, losses or claims which Medic at Work may suffer or incur arising out of a breach of this Agreement by the Client or the Client's Representatives except to the extent that Medic at Work or Medic at Work Staff contribute to the same. The Client's total liability under this indemnity is limited to the amount of fees payable by the Client under this Agreement.

Part 7 Disputes and Termination

16. Dispute Resolution

- (a) A Party must not commence any court proceedings (except proceedings seeking urgent relief) in respect of a dispute (**Dispute**) regarding this Agreement unless that Party has first complied with this Clause 16.
- (b) A Party claiming that a Dispute has arisen must give notice to the other Party giving details of the Dispute (**Dispute Notice**).
- (c) The Parties must use reasonable endeavours to resolve the Dispute within 5 Business Days of the Dispute Notice.
- (d) If the Parties do not resolve the Dispute under Clause 16(c), the Parties must:
 - (i) refer to the Dispute to mediation in accordance with the "Guidelines for Legal Practitioners acting as Mediators or acting as Advisors to Parties in Mediation" published by the Law Society of South Australia; and
 - (ii) request the President of the Law Society of South Australia to appoint a mediator (and if more than one mediator is named, the first one such mediator shall be appointed by the Parties); and
- (e) If the Parties do not resolve the Dispute within 15 Business Days after mediation commences under Clause 16(d), the Parties may commence court proceedings in respect of the Dispute.
- (f) If, in relation to a Dispute, a Disputant does not comply with this Clause 16, the other Party is not obliged to comply with this Clause 16 in relation to that Dispute.

17. Termination

We may terminate this agreement if:

- (a) you breach this agreement and:
 - (i) that breach is incapable of remedy; or
 - (ii) that breach is capable of remedy and:
 - (1) we give you notice setting out the breach and our requirements to remedy that breach; and
 - (2) you do not remedy that breach within a reasonable time (which is no more than 10 Business Days); or
- (b) you indicate an intention to no longer be bound by this agreement; or
- (c) you default in payment of an invoice 10 Business Days after demand for payment is made for the same; or
- (d) you suffer a Default Event.

18. Integrity Warranties

- (a) Each Party warrants, undertakes and represents that it has the necessary power and authority to execute, deliver and perform this Agreement and to become bound by it.
- (b) Each Party that is a body corporate warrants, undertakes and represents that:
 - (i) it has undertaken all actions and sought all approvals (including in any constitution) required for that Party to execute and be bound by this Agreement; and
 - (ii) it is validly incorporated and it has maintained corporate existence.
- (c) Each Party that executes this Agreement as trustee of a trust warrants, undertakes and represents that:
 - (i) that Party is the only current trustee of that trust; and
 - (ii) that trust has not vested in possession; and
 - (iii) that Party's right of indemnity from that trust is unqualified.
- (d) Nothing in this Agreement is intended or will be construed as constituting a partnership, agency, association or trust between the Parties. Neither Party will represent itself or hold itself out as being the partner, agent, principal, associate, trustee or beneficiary of the other Party.
- (e) To the greatest extent allowed by law, any warranty, representation, or implied term is excluded.

19. Time is of the Essence

Any stipulation of time in this Agreement is essential unless the context requires otherwise.

20. Notices

- (a) All notices under this Agreement must be in writing and addressed to the relevant Party using the details set out on in this Agreement.
- (b) A Party may change its contact details for the purposes of this Agreement by notice to the other Parties.
- (c) A notice, if validly given under this Agreement, is taken to have been received:
 - (i) if posted, 2 Business Days after posting;
 - (ii) if sent by email, on the next Business Day; and
 - (iii) if sent by fax, on the next Business Day.

21. Entire Agreement

- (a) This Agreement forms the entire agreement between the Parties as to its subject matter.
- (b) All prior representations, statements, warranties and guarantees are expressly waived unless incorporated into this Agreement.
- (c) This Agreement may only be amended in writing.

22. Counterparts

This Agreement may be executed in counterparts. All executed counterparts together constitute one document.

23. Severance/ Reading Down

- (a) A term or part of a term of this Agreement that is void, illegal or unenforceable must be read down to avoid that result.
- (b) If that term or part of a term cannot be read down to avoid that consequence, then that term or part of a term may be severed from this Agreement and the remaining terms or parts of the terms of this Agreement continue in force.

24. Rights/ Obligations Personal

This Agreement is personal to the Parties and cannot be Transferred except with the prior written consent of the other parties.

25. No Waiver

No failure by a Party to enforce that Party's rights under this Agreement nor any forbearance delay or indulgence granted by that Party to any other Party shall be construed as a waiver of that Party's rights under this Agreement.

26. Other Acts

Each Party must:

- (a) use their best efforts to promptly do all things reasonably necessary to give full effect to this Agreement; and
- (b) maintain all consents, approvals and authorities necessary for any party to perform its obligations under this Agreement.

27. GST

- (a) In this Agreement, unless the context otherwise permits, all references to payments and obligations to make payments, including all references to compensation (including by way of reimbursement or indemnity), are, but for the operation of this Clause, exclusive of GST.
- (b) If a Party (the **supplier**) is required to pay GST in respect of a supply made under or in connection with (including by reason of a breach of) this Agreement, the recipient of the supply must (in addition to any other payment for, or in connection with, the supply) pay to the supplier an amount equal to such GST (**GST gross-up**).
- (c) If a GST gross-up is payable, then the supplier must give the recipient a Tax Invoice for the supply before making a demand for the GST gross-up.
- (d) Provided a Tax Invoice has been given, the GST gross-up must be paid by the recipient:
 - (i) if any monetary consideration is payable for the supply, at the same time and in the same manner as such monetary consideration;
 - (ii) if no monetary consideration is payable for the supply within 10 Business Days after the day on which the Tax Invoice is given.
- (e) If any payment to be made to a Party under or in connection with this Agreement is a reimbursement or indemnification of an expense or other liability incurred or to be incurred by that Party, then the amount of the payment must be reduced by the amount of any input tax credit to which that Party is entitled for that expense or other liability, such reduction to be effected before any increase in accordance with Clause 27(a).
- (f) If an adjustment event has occurred in respect of a supply made under or in connection with this Agreement, any Party that becomes aware of the occurrence of that adjustment event must notify the other Party as soon as practicable, and the Parties agree to take whatever steps are necessary (including to issue an adjustment note), and to make whatever adjustments are required, to ensure that any GST or additional GST on that supply, or any refund of GST (or part thereof), is paid no later than 20 Business Days after the supplier first becomes aware that the adjustment event has occurred.
- (g) Terms used in this Clause 27 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the meaning given to them in that Act and, in addition, GST includes a reference to any sales tax, turnover tax, duty, value added tax or other tax or duty in the nature of GST.
- (h) In this Clause 27, a reference to a payment includes any payment of money and any form of consideration other than payment of money.

28. No Set-off/ Deduction

Payments by the Customer under this Agreement must be made without set-off or deduction (except as authorised by the law or this Agreement).

29. Costs

- (a) Except as explicitly set out in this Agreement, each Party must bear their own costs in relation to the negotiation, preparation, execution and performance of this Agreement.
- (b) The Client must pay all stamp duty, registration fees and other government duties payable in respect of this Agreement and any document required by this Agreement.

30. Governing Law/ Jurisdiction

- (a) This Agreement is governed by the laws of the State.
- (b) The Parties submit to the non-exclusive jurisdiction of the Courts of the State and the Courts of the Commonwealth of Australia (in the registry in the capital of the State) and any Courts which may hear appeals from those Courts.
- (c) The Parties agree not to object to the jurisdiction of those Courts on the basis of *forums non conveniens*, under the *Service and Execution Of Process Act 1992* (Cth) or any other basis.

31. Interpretation

In this Agreement, unless the contrary intention appears:

- (a) reference to:
 - (i) a gender includes all genders as is appropriate in the context;
 - (ii) the singular include the plural and vice versa;
- (b) a reference to a person or entity includes a natural person, a partnership, corporation, trust, association, unincorporated body, authority or other entity;
- (c) headings and the contents (if any) are for convenience only and do not affect interpretation;
- (d) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (e) a reference to a party to this document includes that party's executors, administrators, successors and permitted assigns;
- (f) the word (including) is not to be treated as a word of limitation;
- (g) where a party to this Agreement is more than one person each person is bound individually and jointly;
- (h) reference to a statute includes its amendments and replacements and any regulations under it;
- (i) unless stated otherwise, one word or provision does not limit the effect of another;
- (j) references to the whole includes any part;
- (k) all obligations are taken to be required to be performed properly and on time;
- (l) reference to any person, body or authority which has ceased to exist will be to its successor in title and where none then to the person, body or authority as then serves substantially the same objects as that person, body or authority;
- (m) reference to the president of a body or authority, will in the absence of a president, be read as a reference to the senior officer or other person fulfilling the duties of president;
- (n) reference to an Annexure, Clause or Schedule is to a clause or schedule (as the case may be) of or to this Agreement;
- (o) a reference to this Agreement is a reference to this Agreement as amended, varied, novated, supplemented or replaced from time to time;

- (p) a provision of this Agreement must not be construed to the disadvantage of a party because that party was responsible for the preparation of the Agreement;
- (q) the Schedules and Annexures (if any) to this Agreement form part of this Agreement and have effect as if set out in full in this Agreement;
- (r) the Parties acknowledge that the facts set out in the Background are correct and the Background forms part of this Agreement and has effect as if set out in this Agreement except to the extent of any inconsistency with this Agreement;
- (s) where an act would be required to be done, or a time limit or period would expire, on a day which is not a Business Day, the act may be done, or the limit or period will expire, on the following Business Day;
- (t) this Agreement is written in plain English as far as possible. Its terms are to be interpreted so as to give efficacy to the Parties' agreement;
- (u) the specific provisions of this Agreement will not limit the interpretation of general provisions;
- (v) a reference to a period of time means in the case of a day, the period of time commencing at midnight and ending 24 hours later, in the case of a month, a calendar month, and that period of time is calculated exclusive of the day on which any event occurs or on which the thing relates to;
- (w) references to \$, currency and money means Australian dollars;
- (x) references to payment in **available funds** means any form of payment which is capable of being cleared in the bank account of the payee on the same day the payment is made;
- (y) in the case of something to be done on any given day, that thing must be done by 5:00pm in the State on that day on a Business Day.

32. Definitions

In this Agreement, unless the context otherwise requires:

Term	Definition
Agreement	These Terms and Conditions together with the Clinic Confirmation Document
Business Day	Any day except Saturdays, Sundays and declared public holidays in the State.
Client, you, your	The Client described in the Fee Proposal.
Clinic Confirmation Document	The relevant completed and signed Clinic Confirmation Document
Clinic Costs	The Clinic Costs set out in the Clinic Confirmation Document
Commencement Date	The date that the Agreement is fully signed and legally binding.
Default Event	Any of: <ul style="list-style-type: none"> (a) the Client fails to pay an invoice of Medic at Work when it is due and payable (notwithstanding no demand for payment has been made); or (b) the Client is Insolvent; or (c) the Client loses legal capacity.
End Date	The earliest of: <ul style="list-style-type: none"> (a) the date the Agreement is terminated; (b) the date that the Medic at Work Clinic has been provided.

Term	Definition
Insolvent	In respect of a person, includes: <ul style="list-style-type: none"> (a) that person being unable to pay its debts as and when they fall due; and (b) any of the presumptions in s 459C(2) Corporations Act apply to that person; and (c) an external administrator being appointed in respect of that person including an administrator, deed administrator, controller, official trustee, trustee in bankruptcy, receiver, receiver and manager, or liquidator; and (d) that person entering administration, being wound up, entering into a compromise or arrangement with that person's creditors, or entering into a deed of company arrangement; and (e) an act of bankruptcy occurring in respect of that person under the <i>Bankruptcy Act 1966</i> (Cth); and (f) that person entering into a debt agreement or personal insolvency agreement under the <i>Bankruptcy Act 1966</i> (Cth); and (g) any similar or analogous event occurring in respect of that person under the laws of another State.
Medic at Work, we, us, our	Medic at Work Pty Ltd ABN 67 619 632 263
Medic at Work Clinic	The clinic to be provided under the Agreement
Party	A party to this Agreement.
Representatives	Includes an employee, officer, agent, contractor, consultant or partner.
State	South Australia
Term	The period beginning on the Commencement Date and ending on the End Date.
Terms and Conditions	These Services Terms and Conditions (as varied from time to time).
Transfer	Includes a novation, assignment or transfer of any description.