

Ergonomic Assessments

HEALTHCARE AUSTRALIA PTY LTD

and

AS LISTED ON THE ONLINE BOOKING FORM

Schedule 1 – Commercial Details

Item	Description		
1	Parties	HCA	Healthcare Australia Pty Ltd ACN 108 180 589 Contact: Maureen Taylor e: maureen.taylor@healthcareaustralia.com.au p: 0438 145 052
		Client	As listed on the online booking form ACN/ABN – as listed on the online booking form
2	Term	1 Year	
3	Services	As per Schedule 2	
4	Fees	As per Schedule 3	
5	Payment Terms	As per Schedule 3	
6	Special Conditions	Not applicable	

Standard Terms

1. Appointment and Orders

- 1.1. The Client appoints HCA to provide the Services during the Term in accordance with this Agreement.
- 1.2. At the end of the Term, this Agreement will be automatically renewed for further consecutive terms of 12 months each (**Renewed Term**), subject to the written agreement of both parties.
- 1.3. Any Renewed Term will be subject to the same terms as this Agreement, save for the Fees, which may be adjusted by HCA in accordance with clause 4.3.
- 1.4. The terms set out in this Agreement are deemed to be accepted (irrespective of whether this Agreement is signed) by the Client on the earlier of the Client (a) accepting the terms in writing, or (b) placing its first Order Request (**Commencement Date**).
- 1.5. The Client may issue HCA with an Order Request from time to time during the Term. HCA will respond to the Order Request as soon as practicable and will use all reasonable endeavours to fulfil that Order Request. If HCA is unable to fulfil an Order Request, it will notify the Client.
- 1.6. In the event the Client needs to cancel an Order Request, the Client will make any payments contained within Schedule 3 in relation to cancellation.
- 1.7. In the event of any inconsistency between this Agreement and an Order Request, the terms of this Agreement will prevail.

2. Services

- 2.1. HCA will provide the Services to the Client in the manner, and by the time, specified in the Order Request.
- 2.2. The Client will provide such access and facilities and comply with HCA's directions to enable HCA to comply with its obligations to provide the Services without delay or disruption, and free from harm or injury.
- 2.3. The Services will be provided onsite to those participants advised by the Client in an Order Request.
- 2.4. The Client acknowledges that HCA may modify, update, or discontinue the Services or the administration of the relevant product making up the Services during the Term, and HCA will notify the Client of any proposed discontinuance of or substantial change to the Services.

3. Warranties and Representations

- 3.1. Each party continually warrants and represents to the other that:
- a) it is able to pay its debts as and when they fall due;
 - b) it has all necessary rights, licenses, permits, and consents to perform its obligations under this Agreement and will comply with all applicable laws in doing so; and
 - c) it will not do anything that may adversely affect the other party's goodwill, brand, or reputation.

4. Fees and Payment

- 4.1. The Client must pay the Fees for the Services in accordance with the Payment Terms set out at Schedule 3.
- 4.2. The Fees may be adjusted by HCA to reflect:
- a) an increase of the minimum rates of pay under an applicable award, resulting from annual wage reviews conducted by Fair Work Australia (or its replacement or successor);
 - b) an increase in CPI;
 - c) an increase in Superannuation Guarantee rates;
 - d) any other changes to legislation, regulation, or industry standards that may affect HCA's costs,
- and any such change will apply on the earlier of (i) the beginning of each financial year; or (ii) the date on which the relevant legislative change comes into effect.
- 4.3. In addition to HCA's rights under clause 4.1 and 4.2, HCA may review the Fees and propose a new fee schedule in respect of any Renewed Term (**Renewal Fees**).
- 4.4. All invoices issued by HCA must be paid by the Client in accordance with the Payment Terms.
- 4.5. If the Client acting reasonably and in good faith, disputes an invoice (in whole or in part), it must notify HCA within 5 business days of receipt of the invoice. Where the Client disputes only part of the invoice, the Client must pay the undisputed amount in accordance with the Payment Terms, and the parties will resolve the disputed amount in accordance with clause 1.1.
- 4.6. If the Client is delayed in payment of the Fees, HCA may, at its election:
- a) immediately cease providing the Services;
 - b) charge the Client interest at a rate equal to the greater of 5%, or the maximum amount permissible by law, on any such amounts that are unpaid after the due date; or
 - c) assign to a third party the right to render invoices and pursue and receive payments, and charge the Client for any reasonable fees or legal costs incurred by HCA in pursuing such outstanding payments.
- 4.7. GST and any other applicable taxes are payable at the applicable rate on all amounts chargeable under this Agreement.

5. Confidentiality and Privacy

- 5.1. Each party agrees to keep the other party's Confidential Information secret and not use or disclose it to any person without the written consent of the other party, except to the extent necessary to:
- a) perform its obligations under this Agreement;
 - b) obtain professional advice in relation to this Agreement; or
 - c) comply with disclosure obligations required by law, provided that the other party is given reasonable notice of the required disclosure.
- 5.2. Each party must ensure that it and its Related Entities comply with all obligations regarding the collection, use and disclosure of Personal Information imposed on it by privacy and health laws including but not limited to the Privacy Act 1988 (Cth).

6. Termination

- 6.1. Either party may terminate this Agreement immediately upon notice to the other party (the **Relevant Party**) if:
- a) the Relevant Party commits a material breach of this Agreement which is incapable of being remedied or, if the material breach is capable of being remedied, the Relevant Party fails to remedy the breach within 14 days after being required in writing to do so; or
 - b) the Relevant Party is or represents that it is insolvent, or has an administrator, liquidator or receiver appointed, or the Relevant Party enters or threatens to enter into bankruptcy.
- 6.2. In addition to all other rights of termination provided under this Agreement, HCA may terminate this Agreement if the Client has failed to pay the Fees, and otherwise at any time without cause, by giving the Client no less than 14 days' notice in writing.
- 6.3. On termination of this Agreement for any reason, the Client must pay all outstanding Fees within 7 days from receipt of an invoice.

7. Liability

- 7.1. To the maximum extent permitted by law, HCA excludes all representations, warranties, or terms implied by law, and any and all liability for Loss suffered or incurred by the Client or its Related Entities in connection with this Agreement.
- 7.2. Notwithstanding any other provision of this Agreement to the contrary:
- a) in respect of any liability of HCA that cannot be excluded, HCA's liability is limited to either, at HCA's discretion:
 - (i) the resupply of the Services; or
 - (ii) a refund of the Fees paid for the relevant Services; and
 - b) neither party shall be liable for Consequential Loss.

8. Dispute Resolution

- 8.1. A party must not commence court proceedings in relation to a dispute arising under this Agreement until it has exhausted the procedures in this clause 1.1, unless the party seeks urgent injunctive or interlocutory relief.
- 8.2. If a dispute arises between the parties, either party may give notice of the dispute (Dispute Notice) to the other party. If a Dispute Notice is given:
- a) the parties must negotiate as soon as possible in an effort to resolve the dispute; and
 - b) if the dispute is not resolved within 21 days of the Dispute Notice being given, the parties must instruct the President of the Law Institute of Victoria to appoint an independent mediator to attempt to resolve the dispute by mediation and the parties must participate in the mediation in good faith. The costs of the mediation must be equally shared by the parties.

9. General

- 9.1. **Entire Agreement:** The terms of this Agreement contain the entire agreement between the parties, and superseded and replace any prior representations, negotiations, or agreements, in respect of that subject matter.
- 9.2. **Variation:** An amendment or variation to this Agreement is not effective unless it is in writing and executed by the parties.
- 9.3. **Waiver:** A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right. The exercise of a power or right does not preclude its exercise in the future or the exercise of any other power or right. A waiver is not effective unless it is in writing and is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.
- 9.4. **Assignment:** The Client must not assign, transfer, or novate its rights or obligations under this Agreement except with the prior written consent of HCA, which may be withheld or delayed at its discretion. HCA may assign, transfer, or novate its rights or obligations under this Agreement without the Client's consent.
- 9.5. **Force Majeure:** A party's obligations are suspended during the time and to the extent that it is affected by a Force Majeure Event, save for the obligation to pay. If a Force Majeure Event continues for more than 30 days, either party may terminate this Agreement by written notice.
- 9.6. **Governing Law:** This Agreement is governed by and is to be construed in accordance with the laws of Australia, Victoria and the parties submit to the non-exclusive jurisdiction of the courts of Victoria .
- 9.7. **Severability:** If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force. If anything in this Agreement is unenforceable, illegal or void in one jurisdiction but not in another jurisdiction, it is severed only in respect of the operation of this Agreement in the jurisdiction where it is unenforceable, illegal or void.
- 9.8. **Counterparts:** This Agreement may be executed in any number of counterparts by or on behalf of a party and by the parties in separate counterparts. Each counterpart constitutes the agreement of each party who has executed and delivered that counterpart. Without limitation, the parties agree that this Agreement may be exchanged by hand, post, facsimile or any electronic method that evidences a party's execution of this Agreement, including by a party forwarding a copy of its executed counterpart by hand, post, facsimile or electronic means to the

other Party.

9.9. **Survival:** Any indemnity or any obligation of confidence under this agreement is independent and survives termination of this agreement. Any other term by its nature intended to survive termination of this Agreement survives termination of this Agreement.

9.10. **Defined Terms:** Any terms that are not defined in clause 10 (Definitions) are given their meaning in Schedule 1 (Commercial Details).

10. Definitions

Agreement means the Standard Terms, including all Schedules.

Consequential Loss means in respect of a breach of this Agreement (including a breach of any warranty or indemnity) or event, fact, matter or circumstance giving rise to a claim:

- a) any Cost suffered by a party that cannot reasonably be considered to arise naturally from that breach or event, fact, matter or circumstance;
- b) any and all consequential, special, indirect, exemplary or punitive Cost in relation to that breach or event, fact, matter or circumstance, even if such Cost could reasonably be considered to arise naturally from that breach or event, fact, matter or circumstance; and
- c) any and all loss of profit, loss of revenue, loss of goodwill, loss of opportunity, loss of a third-party contract, and loss of savings, even if such loss could reasonably be considered to arise naturally from that breach or event, fact, matter or circumstance, whether arising in contract, tort (including negligence) or equity or under statute.

Costs means all expenses, claims, demands, loss, or other detriment, including legal costs on an indemnity basis.

Confidential Information means the terms of this Agreement and all information of a confidential or sensitive nature, whether in writing or otherwise of or concerning a party to this Agreement or its Related Entities, business activities and financial information. Confidential Information will not include any information that is in the public domain, or is intended to come into the public domain through the performance of this Agreement (other than through breach of this Agreement).

Force Majeure Event means any act, matter or circumstance that is beyond the reasonable control of a party, including but not limited to acts of God, invasion, riot, civil commotion, strike, lock-out, labour, disturbance, revolution, conspiracy, civil war, fire, epidemic, pandemic, trade restrictions, restrictions or restraint by any Government or other authority, or regulations imposed by any Government.

Loss means loss, cost, damage, or claim (including in negligence), excluding Consequential Loss.

Order Request means a request in writing from the Client for HCA to provide the relevant Services.

Personal Information means personal information as defined in the Privacy Act 1988 (Cth).

Related Entities means directors, officers, employees, agents, contractors or sub-contractors, successors, and assigns.

Schedule 2 – Services

The Services include an Ergonomic Assessment of an individual's workspace and an Education Package, as notified to HCA in an Order Request or as otherwise agreed in an Order Request.

Schedule 3 – Pricing

Fees

The Client will pay to HCA the following Fees for the Services:

Clinic Charges

The per assessment charge is calculated based on volume (confirmed 2 business days prior).

Minimum Charge is 13 assessments.

Car Parking – passed on at cost + 10% administration fee

- Only applicable if no on-site / free parking is provided.

Workstation #'s	Charge per assessment (ex GST)
13 to 20	\$ 67.65
21 to 49	\$ 57.50
50 +	\$ 50.74

All Fees are exclusive of GST.

Travel

Travel charges will only apply if the site is greater than 50kms in one direction from the nearest capital city GPO, or the allocated nurse, whichever is closest. The difference in charges between a day trip and an overnight trip are detailed below:

Day Trips

If the site is greater than 50 kms from the nearest capital city GPO in one direction, and the nurse can travel there and back within a day, then the below charges apply:

- **Kilometers** - \$0.96 per KM.
 - There is no Kilometer charge for the first 50 kms travelled in each direction.
 - Kilometers is calculated from the capital city GPO, or HCA nurses' home, whichever is closest.
 - For example, if the site is 80kms from capital city GPO, then Kilometer charge, per leg of journey, is (80 – 50) KM * \$0.96 per KM.

- **Car Parking**
 - Only applicable if no on-site / free parking is provided.
 - Passed through at cost plus 10% administration fee.

Overnight Trips

If the site is greater than 50 kms from the nearest capital city GPO in one direction, and an overnight stay is required, then the below conditions apply:

- **Travel time** - \$60.00 per hour
 - Calculated from when nurse leaves home and arrives at accommodation.

- **Living Away from Home Allowance** - \$129.86 per day

- **Kilometers** - \$0.96 per KM
 - Kilometers calculated from nurses' home, or capital city GPO, whichever is closest.
 - Kilometers only charged if HCA nurse is using their own car.

- **Flights / Car Hire / Accommodation / Taxi (as required)**
 - Passed through at cost plus 10 % administration fee.

- **Car Parking + Fuel**
 - Passed through at cost plus 10% administration fee.

- **Incidentals**
 - Any incidental / other travel expenses, such as tolls, will be passed through at cost plus 10% administration fee.

Cancellation

Cancellation of Services by the Client must be made no less than 48 hours of the Services commencement time in an Order Request. If the Services commencement time has been amended by agreement by the Parties after the Order Request, the subsequently agreed time shall have effect for the purposes of cancellation.

Cancellation of Services by the Client not in accordance with the above will incur a minimum clinic charge.

Any other expenses incurred and not able to be recovered by HCA as a result of cancellation by the Client will be payable by the Client on a pass-through cost basis.

Payment Terms

HCA will invoice the Client weekly for the Fees, which will be payable by the Client within 7 days from receipt of invoice.

Executed as an Agreement

Dated this - completion date of the online booking form

EXECUTED by **Healthcare Australia Pty Ltd**
ACN 108 180 589 in the presence of:

DocuSigned by:
Maureen Taylor
59DA80D184AE4A2...

Signature of authorised representative

Maureen Taylor

Name of authorised representative (please
print)

DocuSigned by:
Tom Mansbridge
9B1FCFC4BE834FC...

Signature of witness

Tom Mansbridge

Name of witness (please print)

Signature of witness

EXECUTED by COMPANY NAME as listed
on the online booking form
ACN/ABN as listed on the online booking
form in the presence of:

Signature of authorised representative
Acceptance Per Online Booking From

Name of authorised representative
Per Online Booking From