

Terms and Conditions 2024

1. Definitions

In this Agreement:

“Agreement” means this Service Agreement, including all schedules and annexures to it.

“Allied Health Practitioner” means the independent allied health care practitioners engaged by FST to provide services to the Client.

“Business Day” means a day that is not a Saturday, Sunday or public holiday in the place where the Services are being provided.

“Client” means the entity to which the Services are provided under this Agreement, as set out in the Details.

“Commencement Date” means the date set out as such in the Details, or the date on which Services are first provided to the Client under this Agreement (whichever is soonest).

“Confidential Information” means any information relating to a party that is designated as, or would reasonably be considered to be, confidential in nature.

“Details” means the first page of this Agreement titled “Details”.

“Doctors” means the independent medical practitioners engaged by SHP to provide services to the Client from time to time.

“Fixed Term” means an Agreement which is described in the Details as being for a fixed period of time from the Commencement Date.

“Flexible Term” means an Agreement that is not for a Fixed Term or has extended beyond its original Fixed Term without a new agreement being signed.

“Force Majeure Event” means any cause beyond the control of a party including (without limitation) strikes, industrial action, floods, fires, accident, earthquake, riot, explosion, war, hostility, acts of government, military, civil or regulatory authority, change in any law or

regulation, disruption or interruption to the supply of communications, internet, power or other utility.

“FST” means First Step Therapies (ABN 79 652 263 593)

“FST Services” means the services provided directly to the Client by FST under this Agreement.

“Patient Records” means the records of patients or Clients who receive medical treatment as part of the Services.

“Practitioners” means Doctors and Allied Health Practitioners (as applicable).

“Practitioner Services” means those services provided to the Client by Doctors and Allied Health Practitioners and facilitated by FST under this Agreement.

“Services” means the FST Services and Practitioner Services.

“Service Date” means the date the Client accesses Services provided by FST

“Services Fee” means the fees charged by FST for provision of the Services, which can be reviewed from time-to-time in accordance with this Agreement.

“Service Levels” means the agreed levels at which the Services will be provided to the Client as described in this Agreement.

“Term” means the period starting on the Commencement Date and ending on the Termination Date.

“Termination Date” means the last day of a Fixed Term or Flexible Term (as specified in the Details), or the date on which the Agreement is terminated pursuant its provisions, whichever is soonest.

2. Term

This Agreement will continue for the Term unless terminated earlier by either Client or FST (in alignment with signed service agreements). Any Services accessed before the Term, or after the expiry of any Fixed Term, will be on the terms of this Agreement unless previously agreed otherwise.

3. Services

3.1) Provision

- FST will provide FST Services to the Client and will facilitate the provision of the Practitioner Services to the Client, for the Term and on the terms of this Agreement.

3.2) Standards

- FST will provide the Services in accordance with the Service Levels, except to the extent that the Service Levels cannot be met due to an act, omission, or the negligence of the Client, its employees or representatives, or because of a breach of this Agreement by the Client.

3.3) Appointments and bookings

- The Client is responsible for confirming the prebooking of appointments each term. A confirmation text will be sent the day before a prebooked session, if this text is not cancelled 24 hours before the appointment, the appointment will be assumed as confirmed.

3.4) Scope of Services

The Services set out in this Agreement are all the Services to be provided by FST. Any further services requested by the Client may be provided on terms (including costs) as may be agreed between parties.

4. Fees

4.1) FST Services

- a. The Client must pay any Services Fees in respect of FST Services to FST. Unless otherwise agreed in writing, FST will charge the Client its standard rates for the provision of each FST Service provided, as may be applicable at that time. Unless otherwise stated, these Services Fees are exclusive of GST.

- b. FST may charge (and the Client must pay) additional Service Fees when additional consumables are provided by FST (included but not limited to progress letters, additional therapy time, phone consultations etc.)
- c. FST may charge (and the Client must pay) cancellation fees if a session is cancelled less than 24 hours before the appointment, or on the day of the appointment. Refer to section “5. Cancellations” for more details.

4.2) Invoicing & GST

- FST will issue the Client a valid invoice for the Services provided during the relevant period. If the Client requires a tax receipt or similar in respect of those Services, they must advise FST in advance at the time the Services are booked.

4.3) Payment Terms

- The Client must pay FST’s invoices within 7 days of the invoice date using the payment methods set out in Details.

4.4) Review of Service Fee

- FST may review the Service Fee in the manner and at the rate described in this agreement.

5. Cancellation Fees

If Services to be provided by FST on a certain date (‘Service Date’) are cancelled by Client on the Service date, or the Services cannot be provided on the Service Date because the Client does not attend, FST may charge (and the Client must pay) a fee of up to 100% of the cost of the cancelled services. If the session is deemed unfit to proceed by the attending health professional, 100% of the session fee will be charged.

6. Debt Recovery

If the Client does not pay Service Fees or any amounts due to FST in accordance with this Agreement, FST may pursue the payment of those debts, and the Client must pay FST’s costs in doing so, including (without limitation) administrative, legal and court fees.

7. Clinical Matters

7.1) Patient Records

- Title to all Patient Records created as a part of the Services will vest on creation, and remain with, FST.

7.2) Statement of Sovereignty

- The Client acknowledges that each Practitioner may exercise their own professional judgement and discretion at any time, in respect of:
 - a. The Practitioner Services provided;
 - b. The referral of Clients by the Practitioner to other Allied Health Practitioners

7.3) Independent Practitioner Services

- FST will provide recommendations for other Allied Health Practitioners to provide differing Services (external services). Unless the Client is otherwise advised by FST, each Practitioner is directly responsible for the Practitioner Services it provides to the Client, and FST assumes no liability for those services.

8. Workplace Health & Safety

If the Services are performed at the Client's premises, or on sites controlled by or managed by the Client, the Client must ensure that all it complies with all applicable Workplace Health and Safety laws and standards necessary to ensure a safe work environment for FST's employees, Practitioners, and other representatives. All pets that are within the confines of the Client's residence are expected to be contained prior to the Practitioners entry to the premises. If on arrival the condition of the residence is deemed unsuitable for the session based on non-compliance with workplace health and safety recommendations, the session will be aborted, and the cancellation fee charged. This is at the discretion of the attending Practitioner.

9. Force Majeure

Neither party will be liable for any delay or failure to fulfil its obligations under this document as a result of a Force Majeure Event. The party affected by a Force Majeure Event must notify the other party as soon as practicable of any anticipated delay or impact on the delivery of the

Services. The performance of the affected party's obligations under this Agreement will be suspended for the period of the delay, and any deadlines will be extended accordingly.

10. Termination

10.1) Termination by FST

- FST may either suspend or immediately terminate this Agreement by giving written notice to the Client on the happening of any of the following events;
 - a. The Client fails to pay the Service Fees in accordance with this Agreement;
 - b. The Client otherwise breaches this Agreement, and fails to remedy that breach within 21 days of receiving written notice from FST to do so; or
 - c. The Client is insolvent, or in the reasonable opinion of FST, is unable to pay its debts as they fall due.

10.2) Termination by the Client

- The Client may terminate this Agreement with 2 weeks written notice.

10.3) Survival of Provisions

- Termination of this Agreement will not affect those provisions of the Agreement expressed to operate or have effect after that time and is without prejudice to any rights accrued by either party in respect of any breaches existing before termination.

11. No Poaching

11.1) Non-Poach

- The Client must not, without FST's prior written consent, which may be refused in its absolute discretion, directly or indirectly solicit, employ or engage:
 - a. Any FST employees; or
 - b. Any Practitioner engaged by FST to provide Services,

For a period of 6 months from the date of termination of the Agreement

11.2) Waiver or breach of non-poach

If:

- a. FST agrees to the Client engaging or employing a FST employee or Practitioner;
or
- b. The Client solicits, employs or engages a FST employee or Practitioner without first obtaining FST's consent.

The Client must pay a fee to FST, which will be the greater of \$20,000 (+GST) or an amount equal to 22% of the employee or Practitioner's gross annual salary or billings. This amount will be a debt due and payable to FST on and from the time the employee or Practitioner accepts the Client's offer.

12. General

12.1) Confidentiality

Each party must:

- a. Keep any Confidential Information in respect of the other party secret and confidential, except to the extent that the party is required by law or a recognised stock exchange to disclose;
- b. Take all reasonable and necessary precautions to maintain the secrecy and prevent the disclosure of any Confidential Information in respect of the other party; and
- c. Subject to clause 12.2(a), not disclose Confidential Information in respect of the other party to any third party without first obtaining the written consent of the other party.

12.2) No Partnership

- Nothing in this Agreement will be interpreted to constitute a relationship between the parties or their representatives as partners, joint operators or as employer/employee

12.3) Consequential Loss

- Neither party shall be liable to the other party in contract, tort, warranty, strict liability, or any other legal theory for any indirect, consequential, incidental, punitive, or exemplary damages or loss (including, but not limited to, loss of profit, loss of future contracts, losses from business interruption, and loss of business opportunity).



12.4) Governing Law & Jurisdiction

- The Agreement is governed by the laws of Queensland and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of that State.

12.5) Assignment

- The Client may not assign, novate, sub-license or change any of its rights or obligations under this Agreement without the prior written consent of FST

12.6) Costs and Expenses

- Each party must pay its own costs and expenses relating to the preparation and execution of this Agreement.

