

Medilaw General Terms and Conditions of Trade

These terms and conditions govern the supply of the Services by Medilaw to the Client.

1. Client Feedback

1.1 Medilaw strives to provide clients with timely and balanced medico legal reports with the highest levels of customer service, diligence and professionalism when dealing with you. We welcome your feedback which can be sent by email to our Managing Director Dr Peter Steadman at peter.steadman@medilaw.com.au or by post to PO Box 790 Spring Hill Qld 4004

2. Our Commitment to You

2.1 We will perform our services with due care, competence and diligence. We will act ethically and in accordance with relevant professional codes at all times.

3. Email Communication

3.1 As part of our service we may communicate to you pertinent information about your Engagement or other information that we believe may be relevant to you about our Services by email, telephone or post. Should you not wish to receive additional information about our Services please notify us and we will respect your wishes to the best of our ability.

4. Provision of the Services

4.1 Upon the Client engaging Medilaw, Medilaw will provide the Services to the Client in accordance with that Engagement.

4.2 The Client may, if provided for in any Engagement, refer a Claimant to Medilaw for Medilaw to provide the relevant Services to that Claimant.

4.3 The Client warrants that it has obtained the relevant approval and consent of the Claimant to:

- a) Medilaw providing any of the Services to that Claimant; and
- b) Medilaw providing a copy of any report in respect of the Claimant to the Client or any person nominated by the Client.

4.4 The Client acknowledges that the provision of the Services may be disrupted or delayed due to the acts of third parties that are beyond the reasonable control of Medilaw. Where this occurs Medilaw will act to rectify this in good faith.

4.5 Where the Client does not provide the required brief to Medilaw at least 48 hours in advance of the scheduled appointment, Medilaw reserves the right to cancel the scheduled appointment. Cancellation fees may apply.

4.6 Where the Claimant or the Client does not provide reasonable assistance to enable the provision of those Services, then the Client is still liable to pay any Fees to Medilaw that relate to those Services.

4.7 Where there is reasonable justification on Medilaw's part, the Client agrees that Medilaw may decline to supply any of the Services or decline to continue to supply those Services or decline to accept any Engagement from the Client.

4.8 The Client acknowledges and accepts that in respect of any medical or other health care report and related advices provided to the Client, this is provided on an 'as is' basis and is at least partly based upon information provided by the Client and/or the relevant Claimant, as a consequence of which Medilaw is not responsible for incorrect, incomplete or otherwise false information provided by the Client or Claimant to the Expert or to Medilaw which leads to any unsatisfactory conclusion.

4.9 The cost of a report includes a ten minute phone call with the Doctor or specialist engaged to write the report. This service must be utilised no later than ten days from the date of receipt of the final report. Please note that this service is provided for the simple clarification of items in the existing report. Any further clarification or information requests will need to be in written form and will be billable at Medilaw's discretion. Please be advised that the phone call may be recorded.

5. Payment of Fees

5.1 The Client must pay all Fees as listed on our invoice within the terms specified.

5.2 At Medilaw's discretion after a request from the Client, we may bill multiple Clients for the provision of Services.

5.3 At Medilaw's discretion we may insist that our invoice and/or any outstanding invoices are paid in full before we will release a Report to the Client.

5.4 Unless specifically varied in writing by Medilaw, if the Client or Claimant cancels or reschedules an appointment the Client will pay Medilaw a fee. This will apply when:

- a) Cancellation or rescheduling of an appointment with 2 business days or less notice OR
- b) No attendance on the day of the appointment,

6. Financial Information

6.1 The Client authorises and consents to Medilaw seeking, using and exchanging any reports from a credit reporting agency of its choosing containing personal information about the Client in relation to the collection of any monies owing from the Client, to the extent allowed by law.

6.2 The Client will provide any instructions and/or authorities reasonably required by Medilaw and its authorised agents to enable Medilaw to make investigations into the Client's trading and financial position.

7. Disclaimer

7.1 To the extent permitted by law, if Medilaw becomes liable to the Client in any manner whatsoever for breach of warranty or in relation to the supply of any Services, then Medilaw's liability will be limited

solely to the price paid by the Client for such Services or the cost of their repair or resupply, whichever Medilaw determines.

8. GST

8.1 All Fees will specify if they are inclusive or exclusive of GST.

6. Definitions

Claimant means any person or entity who or which is referred to Medilaw by a Client.

Client means a person or entity who engages Medilaw or any person who is supplied the Services by Medilaw.

Engagement means any engagement of Medilaw for any of the Services.

Expert means a doctor or other expert health care professional, who is engaged to provide any Services.

Fees mean the fees payable by the Client for the provision of the Services, including any applicable charges relating to the cancellation or rescheduling of appointments.

Medilaw means Medilaw Pty Ltd ABN 89 094 975 112 trading as Medilaw.

Report means the examination, assessment and compilation of a medico-legal report of the Claimant's condition as requested by the Client.

Services means any services provided by Medilaw to the Client or the Claimant from time to time, including, without limitation, the provision of medical reports, health care or related advices, medical consultation services, expert opinions, expert witness services and any associated health care management services