



## Terms and Conditions of Trade

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

### 1. Provision of the Services

1.1 Upon the Client engaging MLCOA, MLCOA will provide the Services to the Client in accordance with that Engagement.

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

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

(a) MLCOA providing any of the Services to that Claimant; and

(b) MLCOA providing a copy of any report in respect of the Claimant to the Client or any person nominated by the Client.

1.4 The Client acknowledges that the provision of the Services may be disrupted, delayed, or not provided at all, due to the acts of third parties that are beyond the reasonable control of MLCOA.

1.5 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 MLCOA that relate to those Services.

1.6 Where there is reasonable justification on MLCOA's part, the Client agrees that MLCOA 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.

1.7 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 MLCOA is not responsible for incorrect, incomplete or otherwise false information provided by the Client or Claimant to the Expert or to MLCOA which leads to any unsatisfactory conclusion.

### 2. Payment of Fees

2.1 The Client must pay all Fees within fourteen (14) days from the issue date of any MLCOA invoice sent to that Client.

2.2 The Client agrees that, where required to do so by MLCOA, it will pay any Fees in advance to MLCOA.

2.3 If the Client or Claimant cancels a consultation within three (3) working days prior to the consultation, or cancels any other Services within five (5) working days prior to the date on which those Services were to be supplied, the Client will pay MLCOA the cancellation fees that MLCOA may apply.

2.4 The Client will pay any failure to attend Fees that MLCOA may apply if the Client or relevant Claimant fails to attend for the provision of any Services.

### 3. Financial Information

3.1 The Client authorises and consents to MLCOA 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.

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

### 4. Disclaimer

To the extent permitted by law, if MLCOA becomes liable to the Client in any manner whatsoever for breach of warranty or in relation to the supply of any Services, then MLCOA'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 MLCOA determines.

### 5. GST

All fees and charges under these terms and conditions are inclusive of GST.

### 6. Definitions

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

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

**Engagement** means any engagement of MLCOA for any of the Services.

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

**Fees** means the fees payable by the Client for the provision of the Services, including any applicable cancellation Fees or failure to attend Fees.

**MLCOA** means Australian Medico Legal Services Pty. Ltd. ACN 010 793 932 (ABN 53 038 079 842) trading as MLCOA.

**Services** means any services provided by MLCOA 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.