

GENERAL CONDITIONS

EVENT HEALTH SERVICES AGREEMENT (MULTIPLE EVENTS)

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The meanings of the terms used in this Agreement are set out below.

Agreement has the meaning given in clause 2.1.

Authority means any government department, local government, council government or statutory authority or other body which has a right to impose a requirement or whose consent is required with respect to the Services.

Business Day means a day that is not a Saturday, Sunday or public holiday in the State or Territory in which the Services are to be performed.

Confirmation of Services means, as applicable, a verbal or written confirmation of a Booking by St John.

Contract Details means the Contract Details which form part of this Agreement.

Corporations Act means the *Corporations Act 2001* (Cth).

Event Venue means the venue at which the Event is or will be held.

Event means a concert, sporting event or other gathering of people brought together for a common purpose by the Event Organiser, and for which Services are required.

Event Manager means a person appointed by the Event Organiser to be the authorised person on behalf of the Event Organiser in respect of an Event.

Event Organiser means the Event Organiser named in the Contract Details.

Event Organiser Representative means the representative of the Event Organiser as per clause 12.1, and identified in the Contract Details.

Event Scope of Services means the scope of Services or "Operations" or "Venue Plan" to be provided for an Event, including number and qualification of St John Personnel to be provided, required equipment and logistics for the delivery of the Services.

Event Venue means the venue at which the Services will be performed.

Excluded Loss means any:

- (a) Loss not arising naturally according to the usual course of things;
- (b) Loss of production, use, business or revenue; or
- (c) Loss of profit or the opportunity to earn profit.

Fee means the total fees payable by the Event Organiser to St John for the Services at an Event calculated by reference to the Rates.

GST means the tax payable on taxable supplies under the GST Legislation.

GST Legislation means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any related Act imposing such tax or legislation that is enacted to validate, recapture or

recoup such tax, and includes any subordinated legislation in respect of those Acts.

Health Department Guidelines means the Guidelines for Concerts, Events, and Organised Gatherings published by the Western Australian Department for Health in December 2009, as may be updated, varied or replaced from time to time.

Input Tax Credit has the meaning given in the GST Legislation.

Intellectual Property Rights means all present and future rights to intellectual property of every kind, including any business methods, technologies, algorithms, clinical practice guidelines, policies and procedures, trade marks (whether registered or common law trade marks), branding, business names, domain names, designs, copyright, inventions, discoveries, trade secrets, secret processes, know-how, concepts, ideas, information, processes, data, formulae, any corresponding intellectual property rights at Law and any rights in respect of them.

Law means Commonwealth, State and local government legislation including regulations and by-laws, common law, Authority requirements and consents (including conditions in respect of those consents) and guidelines of Authorities with which St John is legally required to comply.

Liability means any claim, action, Loss, charge, outgoing or payment (including any legal costs, on a full indemnity basis).

Loss means any loss, cost, expense, damage or liability of any kind.

Notice means a notice or communication under this Agreement.

Parties means St John and the Event Organiser, being the parties to this Agreement, identified in the Contract Details.

Personnel means:

- (a) in relation to St John, any employee, subcontractor, volunteer, agent or representative of St John engaged in the performance of the Services; and
- (b) in relation to the Event Organiser, any employee, subcontractor, agent, representative of the Event Organiser.

Preferred Notice Period is the period specified in clause 4.2(b).

Pricing Schedule means the Scope and Pricing Schedule for the Services included in Schedule 1.

Rates means the rates for providing the Services set out in the Pricing Schedule as amended from time to time in accordance with clause 7.

Repeat Event means an Event or Events that are substantially the same as a previous Event or Events in terms of Event Venue, nature, size and scope.

Schedules means any schedules to this Agreement.

Services means the event health services to be performed by St John under this Agreement as set out in an Event Scope of Services.

St John Personnel means Personnel of St John.

Term has the meaning given in clause 3.

1.2 Interpretation

In this Agreement:

- (a) headings and bold type are for convenience only and do not affect the interpretation of this Agreement;
- (b) the singular includes the plural and the plural includes the singular;
- (c) words of any gender include all genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning;
- (e) a reference to a clause, Party, schedule, attachment or exhibit is a reference to a clause of, and a Party, schedule, attachment or exhibit to, this Agreement and a reference to this Agreement includes any schedule, attachment and exhibit;
- (f) no provision of this Agreement will be construed adversely to a Party because that Party was responsible for the preparation of this Agreement or that provision;
- (g) the use of "including," "for example" or similar expressions in this Agreement does not limit what else is included; and
- (h) where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.

2. AGREEMENT

2.1 Agreement Documents

The **Agreement** comprises the following documents:

- (a) the Contract Details;
- (b) Schedule 2 (Special Conditions)
- (c) these General Conditions;
- (d) Schedule 1 (Pricing Schedule); and
- (e) any other annexures or documents expressed to form a part of this Agreement,

and in respect of each Event, includes an Event Scope of Services.

2.2 Inconsistency

- (a) If there is any conflict or inconsistency between the documents comprising the Agreement then the documents will rank in order of precedence in accordance with the order in which they are listed in clause 2.1.
- (b) In respect of an Event, the Event Scope of Services will take precedence over the Special Conditions, but the order of precedence of the documents shall otherwise be the same.

2.3 Other documents

If the Event Organiser issues a purchase order or any other document to St John which contains terms and conditions (**Purchase Order**), it shall not form part of the Agreement and shall only be effective to make or confirm a request for Services. Any Services requested and/or performed pursuant

to a Purchase Order shall be subject only to the terms of this Agreement and no other terms and conditions contained in the Purchase Order shall apply (unless they are expressly incorporated into this Agreement).

3. TERM

- (a) The **Term** means the term specified in the Contract Details as extended in accordance with clause 3(b) below.
- (b) Either Party may, at least 10 Business Days prior to the end of the Term, give notice to the other Party that the Term shall not be extended. If no Party gives notice in accordance with this clause 3(b), the Term shall be automatically extended by a further 12 months.
- (c) Clause 3(b) shall operate on a rolling basis.

4. PROVISION OF SERVICES

4.1 St John to provide Services

- (a) During the Term, St John shall provide Services in accordance with this Agreement at Events organised by the Event Organiser for the Fee.
- (b) Unless otherwise agreed between the Parties or St John provides notice that it is unable to provide Services at an Event in accordance with this Agreement, St John shall be the exclusive provider of Services at Events during the Term.

4.2 Request for Services

- (a) The Event Organiser may make a request for Services at any time during the Term.
- (b) The Event Organiser shall use reasonable endeavours to request Services at least 10 Business Days in advance of the Event in respect of which Services are being requested (**Preferred Notice Period**).
- (c) The Event Organiser must include with a request for Services at a minimum the following information with respect to the Event or Events the subject of the request:
 - (i) date;
 - (ii) Event Venue;
 - (iii) the nature, size and scope of Event and any other details reasonably required by St John to assist in determining the Event Scope of Services;
 - (iv) details of the Event Manager with whom St John should liaise with respect to organising and providing Services at the Event; and
 - (v) any special requests that the Event Organiser requires with respect to the Event Scope of Services (**Special Requests**).

4.3 Provision of Services

- (a) St John will provide a Confirmation of Services (or will confirm that it cannot provide the Services as the case may be) at the time of receiving, or as

soon as reasonably practicable after, the request for Services.

- (b) St John will use reasonable endeavours to provide Services requested, but (subject to clause 11.2) shall not be obliged to provide Services requested.

4.4 Event Scope of Services

- (a) Within a reasonable time prior to an Event (taking into account the timing of a request for Services), St John will prepare and upon request make available to the Event Organiser and/or the Event Manager as applicable (and any third party as reasonably required by the Event Organiser or by a relevant Authority) an Event Scope of Services that is fit for the purpose of the Event in respect of which Services have been requested.
- (b) In the case of a Repeat Event, the Parties may agree that no new or additional Event Scope of Services is required.
- (c) The Event Organiser acknowledges and agrees that:
 - (i) subject to paragraph 4.4(c)(iv), St John will include any Special Requests in an Event Scope of Services;
 - (ii) in preparing an Event Scope of Services, St John will take into account the Health Department Guidelines with respect to the nature, size and scope of the Event for which Services are requested; and
 - (iii) in addition to the Health Department Guidelines, St John will also rely on its own expertise, risk management assessment and historic experiences and data with respect to similar Events in preparing an Event Scopes of Services that is fit for the purpose of the relevant Event;
 - (iv) to the extent that St John in its absolute discretion determines that any Special Request or requested variation by the Event Organiser or any third party to an Event Scope of Services will or may pose an unacceptable risk to the health or safety of any person, including any St John Personnel engaged in providing the Services, St John will not be obliged to incorporate the Special Request or variation into the Event Scope of Services;
 - (v) St John will use all reasonable endeavours to provide Services in accordance with an Event Scope of Services, but may in its sole discretion (acting reasonably) vary the delivery of the Services at an Event, provided that St John at all times complies with its obligations and warranties under this Agreement.

4.5 Cancellation of Services

If an Event Organiser cancels any request for Services for any reason whatsoever, the Cancellation Fees as set out in Schedule 1 (Pricing Schedule) shall apply.

4.6 Access

- (a) The Event Organiser grants, and shall ensure that St John has, safe access to the Event Venue as required by St John for the performance of the Services.
- (b) If, on arriving at an Event Venue, St John considers that it does not have reasonable access to perform the Services safely, St John may cancel the relevant Services. In such circumstances, the Cancellation Fees as set out in Schedule 1 (Pricing Schedule) shall apply.

5. ST JOHN'S OBLIGATIONS AND WARRANTIES

- (a) St John warrants that:
 - (i) all of the Services will be provided in an efficient manner in accordance with all applicable Laws;
 - (ii) all St John Personnel engaged in the performance of the Services:
 - (A) will be competent and professional;
 - (B) will have the qualifications and experience to deliver the Services in accordance with an Event Scope of Services; and
 - (C) will exercise the standards of diligence, skill and care normally exercised by a similarly qualified and competent person in the performance of comparable work.
- (b) St John will ensure that all St John Personnel engaged in the performance of the Services:
 - (i) adhere to the policies, procedures and terms of access issued by the Event Organiser with respect to any Event Venue; and
 - (ii) subject to St John's rights under this Agreement, comply with any reasonable and lawful directions of the Event Manager or other authorised Personnel of the Event Organiser at the Event.

6. EVENT ORGANISER OBLIGATIONS AND WARRANTIES

The Event Organiser will organise each Event in accordance with applicable Law, the Health Department Guidelines (other than those parts that are outsourced to St John), and any other guidelines applicable to Event management, and otherwise in a manner that generally has regard to the health, safety and welfare of the St John Personnel engaged in providing Services at the Event and Event Patrons.

7. RATES

- (a) At the discretion of St John, each year throughout the Term, on 1 July the Rates shall be increased by the greater of:

- (i) the current Consumer Price Index as published by Australian Bureau of Statistics; or
 - (ii) 3%.
- (b) The Rates may otherwise be adjusted from time to time by agreement between the Parties.

8. PAYMENT

8.1 Invoices

- (a) Unless otherwise agreed with the Event Organiser, St John must render an invoice to the Event Organiser in relation to the provision of the Services at the end of each month during the period in which the Services are provided, calculated by reference to the Pricing Schedule.
- (b) Invoices must be submitted by St John to the Event Organiser at the address or email address as directed by the Event Organiser Representative.
- (c) Invoices must be in a form acceptable to the Event Organiser and, unless directed otherwise by the Event Organiser Representative, must contain the following information:
 - (i) if applicable, the number of the purchase order to which the invoice relates;
 - (ii) a brief description of the Services provided in the period covered by the invoice;
 - (iii) any further verification or documentation in relation to the invoice as is reasonably required by the Event Organiser;
 - (iv) subject to clause 8.4, any further information stipulated in any applicable GST Law or by the Event Organiser, so that the Event Organiser will receive the benefit of any Input Tax Credits in relation to the Services.

8.2 Payment of Invoices

The Event Organiser must pay to St John the amount shown on the invoice within 30 days of receipt of the invoice.

8.3 Method of payment

Unless otherwise provided in this Agreement, all payments required to be made to St John by the Event Organiser pursuant to this Agreement in relation to the performance of the Services must be made by electronic funds transfer into the St John's nominated bank account.

8.4 GST

- (a) If any supply made under or in connection with this Agreement by one Party (**Supplier**) to the other Party (**Acquirer**), is subject to GST, the payment for that supply will be increased by an amount equal to the GST payable.
- (b) The Acquirer will not be obligated to make a payment on account of GST under clause 8.4(a) until the Supplier has issued a tax invoice to the Acquirer for the supply to which the payment relates.

- (c) Words or expressions used, which are defined in the GST Legislation, have the same meaning.
- (d) The Supplier will ensure that all invoices for payment to be issued for Services performed shall comply with the Tax Invoice requirements of the GST Legislation.

9. LIABILITY AND INDEMNITY

9.1 Indemnity and Release

Subject to clauses 9.2 and 9.3, a Party (**Party A**) shall be liable for, and releases and indemnifies the other Party (**Party B**) and its Personnel from and against, any Liability in respect of:

- (a) personal injury to, disease of or death of any person; and
- (b) loss of, damage to or loss of use of any property, arising out of or in connection with:
 - (c) Party A's breach of its obligations under this Agreement (including any warranty); or
 - (d) a wilful or negligent act or omission of Party A arising in connection with the Event, the Event Venue or the performance of the Services (as the case may be), or otherwise arising in connection with this Agreement.

9.2 Reduction in Liability

Party A's Liability shall be reduced proportionately to the extent that a wilful or negligent act or omission of Party B or its Personnel contributed to the Liability.

9.3 General Limit on liability

- (a) Notwithstanding any other provision of this Agreement, St John's maximum Liability to the Event Organiser or its Personnel shall be limited to the Fee charged or chargeable for that Event, save to the extent that a greater amount is recovered under a policy of insurance held by St John pursuant to clause 10.1.
- (b) Notwithstanding anything else in this Agreement, neither Party shall be liable to the other Party under this Agreement for any Excluded Loss.

10. INSURANCES

10.1 Insurances

St John must effect and maintain, or cause to be effected and maintained:

- (a) a professional indemnity insurance policy covering St John's liability for professional breach of duty:
 - (i) for at least the amount specified in the Contract Details for any one occurrence and in the aggregate; and
 - (ii) from the commencement of the Services until St John ceases performing the Services;
- (b) a public liability insurance policy covering St John's liabilities to third parties:

- (i) for at least the amount specified in the Contract Details for any one occurrence and in the aggregate; and
 - (ii) from the commencement of the Services until St John ceases performing the Services; and
- (c) insurances required in connection with the Services by Law at all times during the performance of the Services including:
- (i) workers compensation insurance against any liability which may arise at common law or under any relevant workers or accident compensation legislation in respect of any person employed by St John in connection with the Services; and
 - (ii) motor vehicle insurance.

10.2 Event Organiser Insurance

- (a) The Event Organiser must effect and maintain, or cause to be effected and maintained the following insurances:
- (i) workers' compensation insurance against any liability which may arise at common law or under any relevant workers or accident compensation legislation in respect of any person employed by the Event Organiser in connection with the Services;
 - (ii) a public liability insurance policy covering the Event Organiser's liability to third parties for the death or bodily injury (including illness) and loss of and/or damage to property for at least the amount specified in the Contract Details in respect of any one incident; and
 - (iii) motor vehicle insurance.
- (b) Each of the insurances in paragraph (a) must be maintained for the duration of the Term.

10.3 Potential Claims

Each Party must:

- (a) as soon as practicable, notify the other Party in writing of the occurrence of any event in relation to the Services provided that may give rise to a claim under any policy of insurance effected or maintained under this Agreement; and
- (b) keep the other Party informed of all subsequent action and developments concerning the claim.

10.4 Evidence of insurance

Each Party must, whenever so requested by the other Party in writing, within 10 Business Days provide, or procure provision of reasonable evidence that it has obtained and maintained insurance required under this Agreement.

10.5 Failure to insure

Either Party may suspend the Services at any point if the other fails to:

- (a) effect or to maintain any of the insurances specified in this clause 10; or

- (b) provide evidence of insurance as required by clause 10.4.

11. TERMINATION

11.1 Termination for breach

- (a) Either Party may terminate this Agreement effective immediately by giving written notice to the other Party if that other Party is in material breach of this Agreement and has failed to rectify the breach within 10 Business Days of a written request to do so by the terminating Party.
- (b) For the avoidance of doubt, failure of the Event Organiser to make payment in accordance with clause 8 of this Agreement is a material breach of this Agreement.

11.2 Termination for inability to provide Services

If St John is unable to provide Services when requested in accordance with the Preferred Notice Period for three or more Events in a year of the Term, the Event Organiser may terminate this Agreement by providing 10 Business Days notice in writing to St John.

11.3 St John's rights on termination

- (a) Upon termination of this Agreement, St John may immediately discontinue the Services.
- (b) If this Agreement is terminated, the Event Organiser must pay St John the Fee in accordance with the Pricing Schedule for Services performed prior to the date of termination.

11.4 Clauses surviving termination

- (a) Clauses 8, 9, 11, 13 and 14 and any other obligations which are expressed to or, by their nature, survive expiry or termination of this Agreement, survive expiry or termination of this Agreement and are enforceable at any time at Law or in equity.
- (b) The provisions of this Agreement survive expiry or termination of this Agreement to the extent necessary to give effect to clause 11.4(a).

12. PARTIES' REPRESENTATIVES

12.1 Appointment of representatives

The Parties appoint as representatives the people named in the Contract Details. A Party may replace its representative with another person by giving the other Party prior written notice.

12.2 Powers of representatives

Each representative has authority to:

- (a) exercise all of the powers and functions of his/her Party; and
- (b) bind his/her Party in relation to any matter, arising out of or in connection with this Agreement.

13. INTELLECTUAL PROPERTY

- (a) The Event Organiser acknowledges that St John at all times remains the owner of all Intellectual Property Rights:
- (i) held by St John prior to the Date of Agreement; or
 - (ii) developed, created or acquired by St John throughout the Term, whether through the performance of the Services or otherwise.
- (b) Any documents or materials containing any of St John's Intellectual Property Rights, or otherwise provided to the Event Organiser by St John as part of the provision of the Services, including any Event Scope of Service, are confidential to St John. The Event Organiser must ensure that they are not disclosed to any third party without St John's consent or used by the Event Organiser or its Personnel for any purpose other than the purpose of performing this Agreement.
- (c) The Event Organiser shall indemnify St John for any Loss to St John or St John's Personnel caused by any breach by the Event Organiser or its Personnel of this clause 13.

14. GENERAL

14.1 Notices

- (a) A notice or other communication under this Agreement (excluding a Booking or Booking Confirmation) (**Notice**) must be in writing and to the respective Party representative delivered by hand or sent by email at the address or specified email address in the Contract Details or as otherwise specified by a Party by Notice.
- (b) Subject to clause 14.1(c), a Notice is taken to have been given and received:
- (i) if sent by post, on the second Business Day following the date of postage;
 - (ii) if sent by fax, on production of a transmission report by the machine from which the fax was sent which indicates that the fax was sent in its entirety to the recipient's fax number, unless the recipient informs the sender that the Notice is illegible or incomplete within 4 hours of it being transmitted;
 - (iii) if sent by email, on the date that it is properly sent.
- (c) A Notice delivered or received other than on a Business Day or after 4.00pm (recipient's time) is regarded as received at 9.00am on the following Business Day.

14.2 Confidentiality

The terms and the existence of this Agreement are confidential and, except as required by Law, neither Party may disclose the terms of this Agreement, to any person without the prior written consent of the other Party.

14.3 Governing law and jurisdiction

This Agreement is governed by the law in force in Western Australia.

14.4 Waiver

No Party to this Agreement may rely on the words or conduct of any other Party as a waiver of any right unless the waiver is in writing and signed by the Party granting the waiver.

14.5 Entire agreement

This agreement states all the express terms of the agreement between the Parties in respect of its subject matter. It supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.

14.6 Counterparts

This agreement may be executed in any number of counterparts.