

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The meanings of the terms used in this Agreement are set out below or are contained in the Addenda to these General Conditions for specific Services:

Agreement has the meaning given in clause 2.1.

Background IP means St John Background IP as defined in clause 6(a).

Booking means a specific booking by the Client for:

- (a) Transport Services for a Passenger; or
- (b) a specific Event; or
- (c) other Services where single or separate bookings are made by the Client.

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.

Client means the client named in the Contract Details.

Contract Material means material developed, created or produced by St John for the purposes of performing its obligations under this Agreement (example: deliverables or reports) and does not include St John Background IP.

Client Representative means the representative appointed by the Client pursuant to clause 12, as specified in the Contract Details.

Confidential Information means all information of a confidential nature which a Party receives from the other Party, including the Intellectual Property of each Party, business information (including information relating to supply, sales, finance, promotions or marketing strategies) and details of customers or clients of either Party, which is not in the public domain (otherwise than as a result of breach of this Agreement) and comes into the Party's possession in connection with this Agreement.

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

Event means a concert, sporting event or other gathering of people brought together for a common purpose by the Client, and for which Event Services are provided under this Agreement.

Event Services means tailored first aid and medical care services provided in connection with one or more Client organised or sponsored Events.

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, exclusive of GST, payable by the Client to St John for the Goods and/or Services as set out in the Pricing Schedule or calculated by

reference to the rates for the Goods and/or Services as set out in the relevant Pricing Schedule.

Force Majeure Event means any event or circumstance beyond the reasonable control of a Party having taken reasonable steps to avoid that event or circumstance, including:

- (a) an act of God, fire, explosion, earthquake, landslide, flood, lightning, storm, tempest, or otherwise inclement weather;
- (b) strike, lockout, stoppage or restraint of labour or other industrial disturbance or dispute;
- (c) war, act of public enemies, military action, insurrection, riot or civil commotion;
- (d) illness, disease, epidemic or pandemic declared as such by or on behalf of the Australian Government Department of Health or the World Health Organisation, and includes COVID-19 and the consequences and impact of such declarations; and
- (e) expropriation, restraints, embargoes or other acts by any Government authority or agency.

Goods means the first aid or medical products supplied to the Client, including as part of Services provided under this Agreement.

GST Law has the same meaning as GST Law in the *A New Tax System (Goods & Services Tax) Act 1999 (Cth)*, as amended from time to time.

Insolvency Event means any form of insolvency event including bankruptcy, liquidation, receivership, wind-up, dissolution or voluntary administration, composition or arrangement with creditors, ceasing to trade or being unable to pay debts as they fall due, or anything analogous or of similar effect under applicable Law.

Intellectual Property means all present and future rights to intellectual property of every kind, including without limitation copyright, patent, trademark (whether registered or common law trademarks), designs, trade secrets, know-how, processes, technologies and, datasets; and any rights of a similar nature at Law, whether or not capable of registration.

Law means any statute, ordinance, code, regulation, law, by-law, planning scheme, official directive, order, instrument, undertaking, judicial, administrative or regulatory decree, judgement, ruling or order.

Liability means any claim, action, loss, damage, charge, cost, expense or payment (including any legal costs, on a full indemnity basis).

Location means:

- (a) the Client's premise(s) or site(s) where the Services will be carried out as identified in the Contract Details;
- (b) for Transport Services, the location where a Passenger will be transported from or to by St John in performing the Services; or
- (c) for Event Services, the Event venue(s).

Party means St John or the Client and **Parties** means both St John and the Client.

Passenger means a person to be transported that does not require medical supervision and may be transported without the use of specialist equipment or Personnel.

Personnel means:

- (a) in relation to St John, any employee, Volunteer, subcontractor, agent or representative of St John engaged in the performance of the Services; and
- (b) in relation to the Client, any employee, subcontractor, agent or representative of the Client and person(s) who, through the Client, participate or are involved in the Transport Services (including a Passenger).

Personnel Services means the provision by St John of its Personnel on a temporary basis to work at the Client's Location on a specific project(s).

Pricing Schedule means the Pricing Schedule for the Goods and Services included in Schedule 2, as amended from time to time.

Schedules means any schedules forming part of this Agreement.

Scope of Services means the scope of the goods and/or services to be delivered under this Agreement as set out in:

- (a) Schedule 1; or
- (b) for Event Services, where deemed required by St John, the scope of services document specifically developed for that Event, which for larger Events may include a Medical Operations Plan.

Services means the services provided under this Agreement and specified in the Scope of Services, including services the provision of which is incidental to the supply of any Goods.

Special Conditions means any special conditions specified in Schedule 3 in connection with the Goods and/or Services.

Transport Services means the non-emergency Passenger transport services to be performed by St John as set out in the Scope of Services.

Term means the term from the commencement date to the end date as specified in the Contract Details and includes any extension of the Term under clause 3.2.

Volunteer means a member of St John Personnel who is a volunteer.

1.2 Interpretation

In this Agreement:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) a reference to A\$, \$A, dollar or \$ is to Australian currency;

- (c) a reference to time is to time in Perth, Western Australia;

- (d) 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;

- (e) a reference to a Party includes the Party's executors, administrators, successors and permitted assigns and substitutes;

- (f) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity; and

- (g) a rule of construction does not apply to the disadvantage of a Party because the Party was responsible for the preparation of this Agreement or any part of it.

2. AGREEMENT

2.1 Agreement Documents

The **Agreement** comprises the following documents:

- (a) the Contract Details;
- (b) Schedule 3 (Special Conditions);
- (c) these General Conditions;
- (d) Schedule 1 (Scope of Services);
- (e) Schedule 2 (Pricing Schedule); and
- (f) any other annexures expressed to form part of this Agreement.

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) Where the Client orders Goods and/or Services by issuing a Client purchase order or request document, any terms and conditions of the Client's purchase order or request document shall not form part of this Agreement and shall only be effective to make or confirm a request for Goods and/or Services. Any Goods and/or Services requested by the Client and/or performed by St John, shall be subject only to the terms and conditions of this Agreement.

3. PROVISION OF SERVICES

3.1 St John to provide Goods and Services

- (a) St John shall provide the Goods and/or Services for the Fee during the Term, unless the Agreement is terminated earlier pursuant to clause 11, in accordance with the terms and conditions of this Agreement.
- (b) St John shall deliver the Goods and/or Services at the times and in the manner specified in the Scope of Services or this Agreement.
- (c) Addenda to these General Conditions contain additional provisions connected with provision

of the following Services that are incorporated within this Agreement:

- Addendum A: Transport Services*
- Addendum B: Event Health Services*
- Addendum C: Personnel Services*
- Addendum D: First Aid Training Services*

- (d) Any variation to the Goods and/or Services to be delivered or performed under this Agreement must be agreed between the Client and St John in writing.

3.2 Extension of Term

The parties may by mutual written agreement, extend the Term for a further period of no more than 12 months on the terms and conditions of this Agreement.

3.3 Adjustment of Fees

St John may adjust the Fee for one or more Goods and/or Services in the manner specified in the Pricing Schedule or the Special Conditions or by mutual written agreement of the Parties.

3.4 Access

Subject to clause 4.1, the Client consents to St John Personnel having access to the Location as required by St John for the performance of the Services.

4. ST JOHN'S OBLIGATIONS AND WARRANTIES

4.1 Services

In relation to the provision of Services:

- (a) St John warrants that all services will be provided in an efficient manner in accordance with applicable Laws.
- (b) St John Personnel engaged in the performance of Services:
 - (i) are competent and professional;
 - (ii) have the qualifications and experience necessary to ensure full and proper performance of the Services in accordance with this Agreement;
 - (iii) will exercise the standards of diligence, skill and care normally exercised by a similarly qualified and competent person in the performance of comparable work;
 - (iv) will adhere to the relevant policies, procedures and terms of access issued by the Client, and undertake any site induction required by the Client, when undertaking works at the Client's Location; and
 - (v) will comply with reasonable and lawful directions of the Client.
- (c) St John in delivering the Services will comply with applicable work health and safety laws and reasonable work safety requirements of the Client where Services are provided at Client's Location.

- (d) The Parties acknowledge that St John's Personnel may include Volunteers as well as paid Personnel.

4.2 Goods

In relation to the provision of Goods:

- (a) St John warrants that the Goods will be fit for purpose and of merchantable quality;
- (b) the benefit of any unexpired warranties provided by a manufacturer for Goods which St John has supplied will be assigned to the Client on agreement with the manufacturer; and
- (c) the title and risk in the Goods shall pass to the Client on delivery.

5. PAYMENT

5.1 Invoices

- (a) Unless otherwise agreed with the Client, St John will render an invoice to the Client in relation to the provision of the Services each time the Services are provided or at the end of each month during the period in which Services are provided, calculated by reference to the Pricing Schedule.
- (b) Invoices will be submitted by St John to the Client at the address or email address as directed by the Client Representative.
- (c) St John invoices will contain the following information:
 - (i) if applicable, the number of any purchase order to which the invoice relates; or
 - (ii) a brief description of the Services provided in the period covered by the invoice; and
 - (iii) any further verification information as is practicable and reasonably required by the Client.

5.2 Payment of Invoices

- (a) The Client must pay to St John the amount shown on the invoice within 30 days of the date of the invoice, unless a different payment period has been agreed as a Special Condition.
- (b) Unless otherwise provided in this Agreement, all payments required to be made to St John by the Client pursuant to this Agreement in relation to the provision of Goods and/or Services must be made by electronic funds transfer into St John's nominated bank account.

5.3 GST

- (a) If any supply made under or in connection with this Agreement by one Party (**Supplier**) to the other Party (**Recipient**), is subject to GST, the payment for that supply will be increased by an amount equal to the GST payable.
- (b) The Recipient will not be obligated to make a payment on account of GST under clause 5.3(a) until the Supplier has issued a tax invoice to the Recipient for the supply to which the payment relates.

- (c) Words or expressions used, which are defined in the GST Law, 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 Law.

6. INTELLECTUAL PROPERTY

- (a) The Client acknowledges that St John at all times remains the owner of all Intellectual Property (**Background IP**):
 - (i) held by St John prior to the commencement date of this Agreement; or
 - (ii) developed, created or acquired by St John throughout the Term, whether through the performance of the Services or otherwise.

For the avoidance of doubt, materials developed as part of St John's general business, including without limitation policies, guidelines, processes, software, First Aid courses, are St John Background IP.

- (b) Any documents or materials containing any of St John's Intellectual Property are confidential to St John. The Client must ensure that they are not disclosed to any third party without St John's consent.
- (c) St John grants to the Client a non-exclusive, world-wide, royalty free licence to use for its business purposes only:
 - (i) the Contract Material; and
 - (ii) any St John Background IP to the extent only that the Client needs to use any material in which Background IP subsists to enable use of the Contract Material or to otherwise receive during the Term the full benefit of the Goods and/or Services.

7. CONFIDENTIALITY AND PRIVACY

7.1 Confidentiality

- (a) Each Party will keep all Confidential Information provided to it in connection with this Agreement confidential, and will not, without the prior written consent of the disclosing Party, disclose or permit it to be disclosed to any other person, except:
 - (i) in order to perform its obligations under this Agreement;
 - (ii) as required by law; or
 - (iii) for purposes of compliance with regulatory or funding requirements.
- (b) The parties acknowledge that the terms of this Agreement are confidential and should only be disclosed by the prior written consent of the other Party.

7.2 Privacy

Each Party acknowledges that it will comply with the Australian Privacy Principles and the *Privacy Act*

1988 with respect to any personal and/or health information collected or used in connection with performing its obligations under this Agreement.

8. LIABILITY AND INDEMNITY

8.1 Indemnity

Subject to clauses 8.2 and 8.3, each Party shall indemnify and keep indemnified the other Party (**Indemnified Party**) from and against any Liability incurred or suffered by the Indemnified Party or its Personnel caused directly by:

- (a) the unlawful or negligent act or omission of the Party or its Personnel; or
- (b) a material breach of this Agreement by the Party,

except to the extent that such Liability was caused or contributed to by the Indemnified Party or its Personnel.

8.2 Reduction in Liability

Each Party's liability under clause 8.1 shall be reduced proportionately to the extent that an unlawful or negligent act or omission of the Indemnified Party or its Personnel, or a material breach of this Agreement by the Indemnified Party contributed to the Liability.

8.3 General Limit on liability

- (a) Notwithstanding anything else in this Agreement, neither Party shall be liable to the other Party under this Agreement for any Excluded Loss.
- (b) To the extent permitted by law the liability of St John under this Agreement for Services provided shall be limited and capped at:
 - (i) in respect of each Booking, to the Fee charged for that Booking only;
 - (ii) subject to clause 8.3(b)(i)), the total Fees received from the Client for the provision of a specific type of Service within the preceding 12 months under this Agreement. For the avoidance of doubt, the liability cap is connected to the type of Service provided and does not extend to all Services provided by St John to the Client.

9. INSURANCES

9.1 Insurances

Each Party must effect and maintain during the Term the following insurance policies, to the extent relevant to its obligations under this Agreement, covering its Liability under this Agreement:

- (a) Public Liability Insurance in the amount of not less than \$20 million for any one occurrence and in the annual aggregate;
- (b) Professional Indemnity or Medical Malpractice insurance (as applicable) in the amount of not less than \$20 million for any one occurrence and in the annual aggregate; which policy must

be held for a period of at least 6 years after termination or expiry of this Agreement;

- (c) Workers' Compensation insurance in accordance with the provisions of the *Workers' Compensation and Injury Management Act 1981*, including cover for common law liability for an amount of not less than \$50,000,000;
- (d) Motor vehicle third party insurance covering legal liability against property damage and bodily injury to, or death of, persons (other than compulsory third party motor vehicle insurance) caused by motor vehicles used in connection with this Agreement for an amount of not less than \$30 million for any one occurrence or accident; and
- (e) Compulsory third party insurance as required under any statute relating to motor vehicles used in connection with this Agreement.

9.2 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 Goods and/or Services provided that may give rise to a claim under any policy of insurance effected or maintained by the other Party under this Agreement; and
- (b) keep the other Party informed of all subsequent action and developments concerning the claim.

9.3 Evidence of insurance

Each Party must, when requested by the other Party in writing, within 10 Business Days provide reasonable evidence that it has obtained and maintained insurances required under this Agreement.

9.4 Failure to insure

Either Party may suspend the Services at any point if the other Party fails to effect or to maintain any of the insurances specified in this clause 9 or provide evidence of insurance as required by clause 9.3.

10. FORCE MAJEURE

- (a) A Party that is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event, the result of which the Party affected could not have prevented or overcome by exercising a reasonable standard of care and prudence (**Affected Party**) must:
 - (i) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other Party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement; and
 - (ii) use reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

- (b) Provided it has complied with clause 10(a), the Affected Party is not in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations is extended accordingly.
- (c) If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 90 days, either Party may terminate this Agreement by giving 14 days' written notice to the other Party.

11. TERMINATION

11.1 Termination for breach

Either Party may terminate this Agreement effective immediately by written notice to the other Party:

- (a) Where the other party is in material breach of this Agreement and has failed to rectify the breach within 21 days of receiving written notice requiring it to do so. For the avoidance of doubt, failure to pay the Fees pursuant to clause 5 is a material breach of this Agreement; or
- (b) subject to applicable law, the defaulting Party suffers an Insolvency Event.

11.2 Termination for convenience

Either Party may terminate this Agreement at any time by giving the other Party 90 Business Days written notice.

11.3 St John's rights on termination

Upon termination or expiry of this Agreement:

- (a) St John may immediately discontinue the Services;
- (b) the Client must pay St John the Fee in accordance with the Pricing Schedule for Goods and/or Services provided up to the date of termination or expiry. In addition, where the Agreement is terminated by St John under clause 11.1, the Client must pay St John reasonable costs incurred or committed by St John directly attributable to the termination; and
- (c) the Client may be required, at St John's election, to either destroy or return St John Confidential Information on termination or expiry.

11.4 Clauses surviving termination

Clauses 6, 7, 8, 9, 11.3 and 13, and any other obligations which are expressed to or, by their nature, survive expiry or termination of this Agreement, and are enforceable at any time at Law or in equity.

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 appointed representative has authority to exercise the powers and functions of their Party under, and to bind their Party to, this Agreement.

13. NON-SOLICITATION

(a) The Client agrees that it will not, directly or indirectly (whether on its own account, jointly with or on behalf of any person, firm or company or in any other capacity) and without the prior written consent of St John:

- (i) interfere with the relationship between St John and St John’s Personnel; or
- (ii) induce or attempt to induce or help to induce any member of St John Personnel to leave their employment or terminate their engagement,

for the period from the commencement of the Term until 12 months from the last assignment of the Personnel to the Client.

(b) In the event that a St John Personnel supplied by St John for the Client’s project becomes engaged as an employee of the Client either directly or pursuant to being supplied by another employment supplier, in contravention of this clause 13, the Client shall be liable to pay St John a solicitation fee equal to: 20% of the aggregate annual salary package negotiated between the Client and the former St John Personnel engaged by the Client.

For the avoidance of doubt, the solicitation fee is payable where the Client makes an employment offer to a St John’s Personnel and subsequently withdraws the offer after candidate acceptance of the offer.

14. GENERAL

14.1 Notices

A notice or other communication under this Agreement (**Notice**) must be in writing and given 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.

14.2 Dispute Resolution

(a) In the event of any dispute between the Parties arising out of or in connection with this Agreement, the parties each agree to comply with the following procedure:

- (i) Either party may give to the other Party written notice of the dispute, setting out its nature and full particulars (**Dispute Notice**).
- (ii) The nominated representatives of each Party must meet and attempt in good faith to resolve the dispute within 10 Business Days of service of the Dispute Notice;
- (iii) If the nominated representatives are unable to resolve the dispute within 10 Business Days of service of the Dispute Notice, the

dispute must be referred to the chief executive officers of each Party, or their nominee, who must meet as soon as practicable to attempt to resolve the dispute in good faith; and

- (iv) if the dispute is not then resolved within a further 10 Business Days or a Party fails to materially comply with these procedures, each Party is free to commence legal or court proceedings in relation to the dispute.
- (b) This clause 14.2 does not prevent a party from seeking urgent injunctive or similar relief.
- (c) Despite the existence of any dispute, the Parties must continue to perform their respective obligations under this Agreement.

14.3 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.

14.4 Relationship

Nothing in the Agreement creates a relationship of partnership, employment, joint venture or agency between the Parties.

14.5 Entire agreement

This Agreement states all the express terms agreed by 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. All counterparts taken together constitute one instrument.

14.7 Variation

An amendment or variation of any term of this Agreement must be in writing and signed by each Party.

14.8 Assignment, novation and subcontracting

Any rights of a Party that arise out of or under this Agreement are not assignable, nor may a Party’s obligations be novated or sub-contracted, without the prior written consent of the other Party, whose consent must not be unreasonably withheld.

14.9 Severability

If the whole or any part of a provision of this Agreement is or becomes invalid or unenforceable under the law of any jurisdiction, it is severed in that jurisdiction to the extent that it is invalid or unenforceable and the rest of the Agreement remains in force.

14.10 Governing law and jurisdiction

This Agreement is governed by the law in force in Western Australia and the Parties submit to the exclusive jurisdiction of the courts of Western Australia.

ADDENDUM A: TRANSPORT SERVICES

A1. DEFINITIONS

In this Addendum, the following definitions apply for Transport Services, in addition to the definitions in clause 1 of the General Conditions:

Booking Confirmation means, as applicable, a verbal or written electronic confirmation of a Booking (including where generated via the Booking System), confirming the identity of the Passenger, the pick-up time, the Location and other relevant details for Transport Services.

Booking System means St John’s online, or phone booking system used by the Client for Booking Transport Services.

Passenger means a person to be transported that does not require medical supervision and may be transported without the use of specialist equipment or Personnel.

A2 BOOKINGS

- (a) The Client may make a Booking for Services via the Booking System and will receive a Booking Confirmation at the time of making the Booking.
- (b) St John may at its discretion (acting reasonably) vary the pick-up time and other details as may be relevant to a Booking by notifying the Client by telephone as soon as reasonably practicable after St John becomes aware of circumstances that require the relevant Booking to be varied. Any such variation will supersede the original Booking Confirmation.
- (c) St John may refuse a Booking for a particular Passenger if it would be reasonable to do so, including where there is a history of abusive or inappropriate behaviour towards St John Personnel.

A3 PASSENGER REQUIREMENTS

- (a) The Parties acknowledge that the Services are not emergency transport services and a Passenger may be transported by a Volunteer.
- (b) The Client is responsible, in connection with each Booking, to provide any relevant information regarding a Passenger’s condition and requirements for transport and reasonable access at pick-up Location.
- (c) If on arriving at a Location, St John considers that:
 - (i) the Services cannot be safely performed because the Services require skills or equipment that could not have been reasonably anticipated by St John from the information provided by the Client at the time of Booking; or
 - (ii) it does not have reasonable access to perform the Services safely,

St John may, at its option:

- (iii) cancel the existing Booking and charge the Client the full Fee for the Booking, as if the Services had been performed; or
- (iv) provide additional support Personnel or equipment as necessary to transport the Passenger and recover the cost of doing so and any additional applicable Fees from the Client.

A4 TIMING

- (a) Both Parties will make reasonable endeavours to ensure that Services are performed within the timing specified in the relevant Booking Confirmation.
- (b) St John may cancel a Booking where Services in respect of a Booking are delayed by more than 20 minutes for reasons due to the Client or the Client’s Personnel; and is entitled to charge the full Fee for the Booking.

A5 CLIENT CANCELLATION

The Client may cancel a Booking at any time via the Booking System, provided that the full Fee for the Booking shall be charged, as if the Service had been performed, if a St John vehicle is dispatched before the cancellation is received by St John.

A6 PATIENT TRANSPORT

In this clause, **Patient** means a person to be transported to and from a hospital or medical facility that requires medical supervision or specialist equipment or Personnel for the transport.

- (a) The Client can book a Patient transfer service, as agent of a Patient, through the Booking System.
- (b) The Client must correctly classify the person in the Booking as a Patient and provide all relevant information on the Patient’s condition and requirements for transport and ensure reasonable access at Location.

In all other respects, the Patient is responsible for the Patient transfer service, including the fees for the Patient transfer service. The current St John Patient Transfer Vehicle fee for patient transfer services (not applicable to eligible WA pensioners) is specified at <https://stjohnwa.com.au/ambulance-and-health-services/metro-ambulance-service/metro-ambulance-fees>.

ADDENDUM B: EVENT HEALTH SERVICES

B1. DEFINITIONS

In this Addendum, the definitions in clause 1 of the General Conditions will apply.

B2. REQUEST FOR SERVICES

- (a) The Client (Event organiser) may make a request for Services at any time during the Term.
- (b) The Client 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 Client request for Services should include at minimum the following information with respect to any Event:
 - (i) Event 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 in organising and providing Services at the Event; and
 - (v) any special requests that the Client requires with respect to the Event, to be specified in the Scope of Services (**Special Requests**).

B3. PROVISION OF SERVICES

- (a) St John will provide a verbal or written confirmation of the Event booking (**Confirmation of Services**) or will confirm that it cannot provide the Services (as the case may be) at the time of, or as soon as reasonably practicable after, receiving the request for Services.
- (b) If St John is unable to provide Services when requested in accordance with the Preferred Notice Period, for three or more Events in any 12-months period during the Term, the Client may terminate this Agreement pursuant to the clause 11.1(a) of the General Conditions.

B4. EVENT SCOPE OF SERVICES

- (a) In preparing an Event Scope of Services, St John will:
 - (i) comply with the requirements in the *Guidelines for Concerts, Events and Organised Gatherings* published by the Western Australian Department of Health (as amended from time to time) (**Health Department Guidelines**);
 - (ii) rely on its own expertise and risk management assessment of similar Events to ensure the specific Event Scope of

Services is fit for the purposes of the relevant Event;

- (iii) where appropriate and at St John's sole discretion, within a reasonable time prior to an Event (taking into account the timing of a request for Services) prepare and make available to the Client a Medical Operations Plan; and
 - (iv) to the extent that St John, in its absolute discretion, determines that any Special Requests will or may not pose an unacceptable risk to the health or safety of any person, including St John Personnel, try to incorporate the Special Request into the Event Scope of Services.
- (b) St John will use its reasonable endeavours to provide Services in accordance with the Event Scope of Services but may at 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 under this Agreement.

B5. CLIENT OBLIGATIONS AND WARRANTIES

The Client 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 Event patrons and St John Personnel engaged in providing Services.

B6. CANCELLATION OF SERVICES

The Client may cancel an Event Service Booking, provided notice of cancellation is received by St John at least 3 hours' prior to the agreed attendance start time for St John Personnel at the Event Location. Where written notification is not received in the specified timeframe, St John is entitled to a cancellation fee equivalent to the fees for 3 hours of the full Scope of Services.

All cancellations outside business hours (8.30am-4.30pm Monday-Friday) must be communicated through the on-call St John Event manager on (08) 9334 1311 and confirmed in writing to eventoperations@stjohnwa.com.au.

ADDENDUM C: PERSONNEL SERVICES**C1. DEFINITIONS**

In this Addendum, the definitions in clause 1 of the General Conditions will apply.

C2. PROVISION OF PERSONNEL FOR CLIENT PROJECT

- (a) St John will provide dedicated Personnel for the Client's project(s) to undertake the works detailed in the Scope of Services. The St John Personnel seconded to the Client's project will:
 - (i) be under the Client's day-to-day control, and the Client will be responsible for the supervision and direction of the St John Personnel in a manner consistent with the Client's legislative obligations (including, for the avoidance of doubt, Work Health and Safety obligations) and applicable Client policies;
 - (ii) be required to adhere to the Client's policies (as notified expressly to St John) and any reasonable directions of the Client in undertaking the works under the Scope of Services, provided the Client's policies or directions are not contrary to St John Clinical Governance Guidelines or applicable St John policies;
 - (iii) submit timesheets to the Client's designated Project manager for verification and invoicing purposes.
- (b) The Client acknowledges that St John is supporting the Project through the provision of suitably qualified St John Personnel and must be notified immediately of any proposed changes to the Scope of Services that impact St John Personnel requirements (including rostering of Personnel shifts).

C3. ST JOHN RESERVES EMPLOYMENT RIGHTS

- (a) St John Personnel remain, at all times, employees of St John, and St John will be responsible for all employee related payments, including payment of remuneration to the St John Personnel, payment of superannuation and PAYG tax as required by law.
- (b) St John reserves all other rights to control the employment relationship or engagement of the St John Personnel, including the right to terminate the employment relationship or engagement for Personnel Services under this Agreement, for any reason.

C4. CLIENT RESPONSIBILITIES

The Client must:

- (a) provide St John Personnel all PPEs and specialised equipment required to undertake the works detailed in the Scope of Services;

- (b) arrange (at the Client's cost) all travel to/from the Client's Location(s), all accommodation and messing for St John Personnel;
- (c) not require or arrange St John Personnel to undertake works outside the Scope of Services, without prior written approval of St John;
- (d) notify St John immediately in writing of:
 - (i) any workplace incident that may give rise to a claim by, against or involving the St John Personnel; or
 - (ii) any event that may give rise to an insurable or legal claim against St John or its Personnel connected with the Personnel Services.
- (e) report to St John any performance issues in relation to St John Personnel in a timely manner and consult with St John on reported performance issues.
- (f) notify St John where it has reasonable grounds to believe that a St John Personnel assigned to the Client project is unsuitable and the client requires replacement of that St John Personnel.

ADDENDUM D: FIRST AID TRAINING SERVICES

D1. DEFINITIONS

In this Addendum, the definitions in clause 1 of the General Conditions will apply.

D2. FIRST AID TRAINING

- (a) St John WA provides First Aid training Services to the Client as a participant, or to participants of a corporate Client, enrolled in a St John WA First Aid course (**Participant**).
- (b) St John WA provides all the training resources necessary to conduct the First Aid course, including teaching materials, resources for practical scenarios, resuscitation manikins, face shields and cleaning equipment.
- (c) Subject to sub-clause (d), a person under the age of 18 cannot participate in, or accompany a Participant, at any St John First Aid course.
- (d) Participants aged between 14 and 17, must attend under parental or appropriate adult supervision. Participants aged between 16 and 17 can provide St John WA with prior written consent of a parent or guardian to attend a course without adult supervision. To the extent appropriate supervision is not available or exempted, the Participant cannot attend or undertake the course.
- (e) St John WA is not responsible for any costs incurred by any Participant, such as travel or accommodation, to attend a First Aid course.
- (f) St John WA will not be liable for any losses incurred by the Client or a Participant resulting from the cancellation, rescheduling or relocation of a First Aid course, including without limitation travel or accommodation expenses, loss of income or lost opportunity.

D3. CLIENT OBLIGATIONS – PRIVATE COURSES

Where the Client requests for First Aid training courses to be provided at the Client’s site or Client specified venue (**Training Venue**):

- (a) the Client is responsible for:
 - (i) provision of a Training Venue with a minimum 2m² carpeted space per Participant registered for the course;
 - (ii) ensuring Training Venue is set-up and ready for use by the St John WA trainer within 30 minutes of the commencement time of the course each day; and
 - (iii) provision of any food to Participants, at times agreed with the St John WA trainer.
- (b) St John WA will arrange for courier of St John WA training resources to and from the Training Venue at the Client’s cost. The Client is responsible for receipt and storage of the St John WA training resources and their availability at the Training Venue prior to the

course commencement time. Training resources are delivered 1 Business Day prior to the course start date and collected the next Business Day after the conclusion of the course.

D4. COURSE COMPLETION

- (a) To complete a First Aid course, the Participant must:
 - (i) attend the full course hours and successfully complete all practical assessments during course hours; and
 - (ii) successfully complete all online-learning readings and all assessments within 30 days of the course commencement date.
- (b) Where a Participant fails to meet any of the requirements in sub-clause (a), the Participant cannot receive a statement of attainment for an accredited course or qualification.
- (c) Participants are responsible for providing St John WA with their Unique Student Identifier (USI). St John WA upon verification of the Participant’s USI and successful completion of the course as specified in sub-clause (a), will issue the Participant an electronic certificate of completion. Participants requiring a hardcopy or reprint of their certificate will be required to pay an administration fee of \$15 per certificate.

D5. TRANSFER AND CANCELLATION POLICY

A Participant can transfer a First Aid course booking to another available class of the same course, or a Client can cancel one or more First Aid course booking(s) on the following conditions:

- (a) at no cost, where a minimum of 10 Business Days’ notice is given prior to the course start date;
- (b) 50% of the course fees will be forfeited where between 5 and 9 Business Days’ notice is given prior to the course start date;
- (c) no transfer is acceptable less than 5 Business Days’ prior to the course start date;
- (d) 100% of the course fees is forfeited where cancellation is less than less than 5 Business Days’ prior to the course start date.

The Client is liable for the forfeited course fees as specified in this clause D5. and any additional fees specified in the Client’s services agreement where the First Aid course is delivered at a Training Venue.

D6. COVID-19

Participants who cannot attend training due to contracting COVID-19:

- (a) are able to transfer to another class free of charge;
- (b) can only cancel their booking pursuant to the cancellation provisions in clause D5 of this Addendum,

and must provide proof of being COVID-19 positive.