



Client Agreement

Between

Medical Travel Companions Pty Ltd (ACN: 167 565 577)

UGF, 183 Melbourne Street, North Adelaide SA 5006 South Australia (hereafter called "MTC", "we", "us", or "our")

and

Client Name:

Reference No:

Age:

(hereafter called "Client", "you" or "your")

Address:

Email:

Phone:

and (if applicable)

(Only include if the travel companion is an independent contractor of MTC):

Travel companion:

ABN:

(Hereafter called "Travel Companion")

Person to invoice (if different from Client):

Travel Agent to receive payment from client

Address:

Email:

Departure Port:

Travel Destination:

Number of days:

(This may change, refer to Terms and Conditions)

Departure date:

Date of return:

Medical Travel Companions is not a medical retrieval or medical transport service. Our Services are to assist and manage pre-existing medical issues for clients who are assessed as fit to travel by an external medical officer and to provide advice or assistance in the event of an unforeseen emergency. MTC and the Travel Companion will provide the Services to the extent permitted by law and will not operate outside of their usual scope of practice in their licensed jurisdiction.

Services MTC can provide

To the extent permitted by law and depending on your specific circumstances, MTC and the Travel Companion may provide the following services:

1. Take and record basic observations (pulse, temperature, BP and respiratory rate) in addition to other relevant observations (for example, oxygen saturations and blood sugar levels).
2. A small number of emergency and non-emergency drugs will be carried for example (simple analgesics, oral glucose, IM glucagon, MDI salbutamol and IM adrenaline). These drugs will be given under the approval of MTC's Chief Medical Officer via a set of approved clinical guidelines.
3. Assistance in administration of legally prescribed medication prescribed by a licensed medical practitioner (only with appropriate supporting documentation in English and MTC approval). **Where the Client requires assistance and/or direction in the delivery of legally prescribed medications, a current list of such medications must be provided to MTC prior to the day of travel. Such a list must be provided or approved by a licensed medical practitioner and details the generic medication name, strength, dose, route of administration and frequency of administration.** All medications must be in their original containers as dispensed by a pharmacy or medical clinic.
4. Assistance with dressing changes, wound management and catheter management where a pre-existing condition requires such clinical care.



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5. To the extent considered necessary and appropriate in MTC and the Travel Companion's opinion, assistance in the case of a medical emergency.
6. Where a new or emergent situation arises:
 - (i). Provide assistance (to the extent considered necessary and appropriate in MTC and the Travel Companion's opinion) in concert with the usual responses to such events (i.e. accessing local emergency medical services or working with good samaritan medical staff as required).
 - (ii). Where appropriate, use available equipment and medication (for example, aircraft medical kit and defibrillator) in addition to a limited amount of medication and equipment carried by the Travel Companion.

MTC and the Travel Companion will only provide services agreed and specifically listed below. MTC and the Travel Companion do not take any medical or clinical responsibility for any services not expressly listed and agreed below to be provided by MTC and the Travel Companion:

Services required from MTC:

All medical conditions of the Client need to be detailed and supported by a doctors medical report as "fit to travel" and any travel insurance documentation:

(If more space required please detail on last page of the Terms and Conditions)

Excluded Services

MTC will assess the application from the Client and the services requested by the Client on a case by case basis. MTC will agree the scope of the Services to be provided to the Client on a case by case basis, as specifically noted in this agreement.

MTC does not provide the following services:

- a medical retrieval, medical evacuation or medical transport service;
- administering intravenous drugs or fluids;
- invasive monitoring; and
- provision of oxygen tanks.



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MTC and the Travel Companion may provide clinical services as specifically agreed with you and noted in this agreement, however you must be “fit to fly” and hold relevant medical clearance documentation. MTC and the Travel Companion do not take any medical or clinical responsibility for any services not expressly agreed to be provided by MTC and the Travel Companion.

To the extent permitted by law and subject to your rights under the Australian Consumer Law (“ACL”), you cannot make any claim against MTC or the travel companion (“Travel Companion”) in connection with:

- MTC or the Travel Companion delivering or failing to deliver medication or clinical services; or
- the duties usually associated with a nurse or other medical or health practitioner; or
- a relative, friend, employee or contractor of the Client, or the Client, being under the influence of alcohol or any drugs; or
- medication or drugs that are unlawful or illegal in the geographic area in which any claims arise; or
- child - birth or pregnancy.

Fees

Fees are calculated on the basis of the Client Charge Daily Pay Rate previously quoted by MTC to the Client, and agreed to by the Client. Fees will be paid in accordance with clause 5 below.

Additional charges may apply due to circumstances outside our direct reasonable control as outlined in Terms and Conditions – Clause 2 – Our Engagement and our Provision of Services.

Expenses

All travel, accommodation, living expenses, travel insurance and any other ancillary costs for the Travel Companion to be paid by the Client (including travel for Travel Companion to and from the airport).

In circumstances where you elect to travel in either “Business Class” or “First Class”, you agree to meet the cost of an equivalent airfare for the Travel Companion.

All flights in relation to the Travel Companion must be booked as a fully flexible fare.

Payment Terms

The total cost of the travel companion service is payable upfront before travel.

Smart Traveller

MTC recommends that the Client considers applicable travel warnings and registers their travel plans on www.smarttraveller.gov.au prior to departure.

The attached terms and conditions are incorporated in and form a part of this Agreement

Signed by or on behalf of: the Client	Signed on behalf of: Medical Travel Companions Pty Ltd	(To be signed if the Travel Companion is an independent contractor of MTC)
Signature:	Signature:	Signature of the Travel Companion:
		
Capacity: (Provide details below if not signed by Client – agent, power of attorney etc.)	Date:	Date:
Date:	:	

Don't Forget... As the companion I have read and accept the terms and conditions and understand that I will need to contact MTC should I have further requirements.



Client Agreement

1. Scope of these Terms and Conditions

In these terms and conditions, the definitions specified in the Contract Details shall apply and:

“Contract Details” means the document to which these terms and conditions are attached;

“Excluded Services” means the services that will not be provided by MTC or the Travel Companion, and detailed more fully above in this agreement under the heading “Excluded Services”.

“Expenses” means the expenses to be paid by the Client in relation to the Travel Companion set out above in this agreement under the heading “Expenses”;

“Fees” means the fees for the Services to be paid by the Client as set out above in this agreement under the heading “Fees”;

“Payment Terms” means the payment terms for Fees and Expenses specified above in this agreement under the heading “Payment Terms”;

“Services” means only the services specifically agreed to be provided by MTC or the Travel Companion and expressly specified in this agreement, excluding the Excluded Services;

“Services Program” means the timeframe for delivery of the Services detailed in the Contract Details; and

“Travel Agent” means the travel agent engaged by the Client to provide services including our Services.

2. Our engagement and our provision of Services

You warrant that you have provided us with complete and accurate information regarding your requirements, the travel proposed and the assistance required of MTC.

MTC and the Travel Companion do not take any medical or clinical responsibility for any services not expressly agreed to be provided by MTC and the Travel Companion.

You must promptly disclose any change in your circumstances or any of the information you provided to us. If we consider these changes material, we may (a) terminate the agreement; (b) substitute an alternative Travel Companion; and/or (c) require you to agree to pay us additional Fees or Expenses or advise a more suitable service.

The Services will be provided by our nominated contractor or employee of MTC. In some circumstances where a nominated travel companion becomes unavailable, we may substitute an alternative suitably qualified and experienced Travel Companion. Where MTC arranges for another travel companion to carry out the Services, if requested by MTC, the Client will enter into a new client agreement with MTC and the new travel companion on terms substantially the same as this agreement.

If you are unable or unwilling to travel after entering into this agreement, you may terminate this agreement by providing written notice to us no later than 14 days prior to the date of travel specified in this agreement. If notice is provided at least 14 days prior to the date of travel, you must pay an amount equal to 60% of the Fees specified in this agreement. If you have made payment of the Fees at the time notice is given, we or the Travel Agent (as applicable) will retain an amount equal to 60% of the Fees, and refund the remaining amount to you within 7 days of receiving notice from you.

If you provide notice of termination within 14 days of the date of travel specified in this agreement, you must pay the entire Fees specified in this Agreement. If you have made payment of the Fees at the time notice is given, we or the Travel Agent (as applicable) will retain the entire Fees specified in this agreement. No Refund will be provided when Medical Travel Companions is notified of a cancellation within 14 days of departure.

In circumstances where Expenses have been paid by you at the time notice of termination is given, we or the Travel Agent (as applicable) will: (a) repay any Expenses which we have not paid and are not liable to pay; and (b) we will repay the proportion of any Expenses that have been expended or committed equal to the amount that we are able to recover and are not liable to pay to the relevant third parties.

Services will generally be provided in accordance with the Services Program but to the extent permitted by law we, and each Travel Companion, will not be liable for any failure or delay in the provision of Services which is caused or contributed to by an event or circumstance outside our direct reasonable control and the Services Program shall be adjusted to reflect the extent of any delay of this kind. All agreed daily rates will apply for any additional days. **(Circumstances could include but are not limited to: Flight delays or cancellations, missed flights, natural disasters, terrorist attacks).**

The Services will be provided by the Travel Companion and MTC in accordance with sound and accepted professional practice existing at the date of engagement. Depending on your circumstances, MTC and the Travel Companion may be able to provide clinical services or assistance as agreed with you and noted in the Client Agreement.

If you fail to comply with any of these terms and conditions, then (without limiting our other rights) (a) we may suspend our provision of Services; (b) the Services Program must be adjusted to reflect the extent of any delay we suffer as a result; (c) we may invoice you an amount representing the amount payable for the Services completed up to the time of issue of the invoice, notwithstanding that a payment of Fees is not yet due under the Payment Terms; and (d) we may invoice you for any loss or expense we suffer as a result of that failure or any consequential delay.



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3. Fitness to Travel

MTC will require you to purchase travel insurance which satisfies us that you are fit to travel to the destination specified in this agreement. MTC requires you to provide proof that you have travel insurance cover.

In the event that MTC, or the Travel Companion, considers that you are not fit to travel to the destination specified in this agreement, MTC may, in its sole discretion, elect to cancel this agreement prior to the commencement of the proposed travel.

MTC may, in its sole discretion, require you to provide a letter from an Australian registered medical practitioner confirming your fitness to travel by air to the destination(s) during the travel dates listed on the first page of this agreement.

To the extent permitted by law MTC does not take any responsibility if you decide to cease using our services once we have already commenced providing the Services. All Fees are non-refundable.

4. Payment for Services

If you engage MTC through a Travel Agent, payment for the Fees and Expenses will be made directly from you to the Travel Agent in accordance with the Payment Terms and any other payment terms as advised by the Travel Agent. MTC will invoice the Travel Agent for the Fees and Expenses.

If you engage MTC directly, MTC will issue invoices to you and you must pay Fees and Expenses in accordance with the provisions of the Payment Terms and any other terms specified on the invoice.

Unless expressly stated, Fees and Expenses do not include GST which you must also pay at the then applicable rate.

If you fail to pay any amount to us by the due date, then without limiting our other rights you must pay interest on the amount due calculated from the due date until the date of payment at a rate which is five per cent higher than the rate which is or would be charged by our bank on an overdraft facility.

5. Variation of Services to be provided

If you require any additional or alternative services, then we will not be obliged to provide those additional services unless we have agreed to do so pursuant to the following variation process.

If we suggest or if you request a variation of the Services to be provided including (without limitation) the provision by us of additional services, we will provide you with a written proposal specifying the cost and other terms upon which we would be prepared to agree to that variation. Neither you nor we are obliged to agree to any variation.

6. Engagement of Travel Companion

In the event that you seek to engage the Travel Companion specified in this agreement, or any other travel companion who is engaged by us, to provide services to you at times outside of the dates of travel specified in this agreement, you must first obtain the written consent of MTC.

This clause applies during the term of this agreement, and for a period of 12 months after this agreement ends.

We may elect, in our sole discretion, to allow a travel companion to provide services to you, and determine a fee to be paid by you to us, having regard to the services to be carried out by the travel companion.

7. Confidentiality and Personal Information

We and our employees and contractors will treat as confidential all information (other than information in the public domain) which you provide to us including (without limitation) your health and other personal information. We and the Travel Companion may only use this information and may only disclose this information if necessary in connection with the provision of the Services and to assess your application and your fitness to fly.

8. Travel Insurance and Indemnity

Subject to clause 11 of this agreement and to the extent permitted by law, MTC and the Travel Companion are not liable for any loss or damage, illness, injury or death suffered or incurred by you during or in connection with the travel specified in this agreement. MTC and the Travel Companion (and any replacement travel companion) accept no clinical or medical risk or responsibility for any services not expressly agreed to be provided by MTC and the Travel Companion.

MTC requires the Client to obtain and maintain adequate travel insurance prior to the travel period, including for any loss or damage incurred by you arising from illness or injury suffered in the course of the travel specified in this agreement.

You agree to indemnify MTC and the Travel Companion for any loss or damage suffered or incurred by MTC or the Travel Companion in connection with the travel specified in this agreement whether or not you were directly responsible for such loss or damage.



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9. Incapacity of Travel Companion

In the event that the Travel Companion specified in this agreement becomes unable to provide the Services due to illness, injury or other circumstances, we will endeavor to arrange for another travel companion to carry out the Services, where practicable.

Where MTC arranges for another travel companion to carry out the Services, if requested by MTC, the Client will enter into a new client agreement with MTC and the new travel companion on terms substantially the same as this agreement.

In the event that it is not practicable for us to provide another travel companion, we will assist you to obtain adequate alternative assistance and MTC will refund you the Fees including reimbursing you Expenses incurred by you in respect of the Travel Companion which cannot be reimbursed by a third party (provided that you have undertaken best endeavours to seek reimbursement from those third parties).

10. Warranties & Liability

Under the ACL consumers have certain rights which cannot be excluded, including guarantees as to the acceptable quality and fitness for purpose of goods and services. Nothing in this agreement shall be read or applied as excluding, restricting or modifying any warranty, guarantee, right or remedy implied by law (including the ACL).

Apart from the express warranties contained in these terms and conditions and subject to any warranties implied by law which cannot be excluded by agreement ("non-excludable terms"), all warranties with respect to the Services are hereby expressly excluded.

To the extent permitted by law and without limiting your rights under the ACL, our liability for any breach of non-excludable terms, and for any breach of a statutory guarantee, is limited solely to the resupply of the relevant Service or payment to you of the cost of having the Service provided again. If circumstances arise where you are entitled to claim damages from us, or the Travel Companion (or any replacement travel companion), notwithstanding the other provisions of this agreement then, to the extent permitted by law, our liability (and the liability of the Travel Companion) to you for the aggregate of all such claims (regardless of the basis on which you are entitled to claim from us including, without limitation, negligence) is limited to the lesser of (a) the amount of any actual loss or damage which you sustain; and (b) the amount of the Fees received by us from you.

MTC and the Travel Companion do not take any medical or clinical responsibility for any services not expressly agreed to be provided by MTC and the Travel Companion

To the extent permitted by law and without limiting your rights under the ACL, in no event will we be liable for any loss of or damage to data, loss of income or profits or savings or for indirect, incidental, consequential, exemplary or punitive damages of any party including third parties even if we have been advised of the possibility of such damages.

11. Default

If a party (the "Defaulting Party") commits any default with respect to the due observance or performance of these terms and conditions, then the other party (the "Innocent Party") may, without prejudice to any other rights, give written notice to the Defaulting Party identifying the default and requiring that the default be remedied (a "Default Notice").

If the Defaulting Party fails to remedy a default within 14 days after receipt of a Default Notice or, where the default is not capable of being remedied within 14 days and the Defaulting Party fails within that period to commence to remedy the default or fails to diligently proceed to remedy the default, then the Innocent Party may terminate the Services engagement by written notice to the Defaulting Party.

12. Additional terms

You must not assign or transfer or otherwise deal with any rights or obligations arising with respect to these terms and conditions or a Services engagement without our prior written consent.

No right under these terms and conditions will be waived by a party except by express written notice signed by that party.

13. Fatigue Management Policy

The Travel Companion has restricted manual handling duties.

The Travel Companion is paid a daily rate which covers a 24hr period. This allows for any long-haul international air travel. It is expected that during normal hours of work our companions are entitled to an acceptable minimum break of 8 hours after any 12 hour working day. This however is flexible and any additional charges may be incurred as agreed between the customer and MTC on a case by case basis.



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14. Medical Conditions and Notes

Large empty rectangular area for medical conditions and notes.

FOR OFFICE USE ONLY:

Reference Number

- Client approved for travel: Yes No
- Signed Client Agreement sent to Agent: Yes No
- Client has approval for Travel Insurance: Yes No
- Companion selected: Yes No
- All medical history is approved by MTC or Airline (MEDIF): Yes No
- Payment received: Yes No