

**1. DEFINITIONS**

In these Terms & Conditions:

- (a) Clinic means Lake Imaging Pty Ltd (ACN 098 499 293) trading as Lake Imaging of Post Office Box 251, Geelong, Victoria 3220.
- (b) Customer means the patient to whom Services are provided, and includes the guardian of the patient, or any person acting on behalf of and with the authority of the patient.
- (c) Guarantor means the person(s), or entity, who agrees to be liable for the debts of the Customer.
- (d) Invoices include invoices for Services provided.
- (e) Order means any request for the provision of Services by the Customer with the Clinic, which has been accepted by the Clinic.
- (f) Price means the amount invoiced for the Services provided.
- (g) Services means all the diagnostic radiology services provided by the Clinic including but not limited to x-ray, ultrasound, computerised tomography, digital mammography, magnetic resonance imaging, nuclear medicine, positron emission tomography, bone densitometry, fluoroscopy, and any advice or recommendations.
- (h) Terms & Conditions means these terms and conditions, together with the Clinic's Privacy Form, read together as one document.

**2. APPLICATION**

- (a) These Terms & Conditions apply to all Orders for Services unless expressly waived or varied by the Clinic in writing.
- (b) Each:
  - (i) Order for Services; or
  - (ii) payment made represents the Customer's unequivocal and irrevocable acceptance that these Terms & Conditions apply as a legally binding contract between the Clinic and the Customer.

**3. PLACEMENT OF ORDERS**

- (a) Orders placed by the Customer with the Clinic will be considered valid when placing the Order verbally and/or in writing.
- (b) Customers must provide the Clinic with a completed and signed Privacy Form, and/or a doctor's referral letter before any Services are provided.

**4. PRICE**

- (a) Any verbal or written quotation of Price given by the Clinic shall expire thirty (30) days after the date of the quotation, and the quoted Price may be varied by the Clinic in its absolute discretion if the costs to the Clinic of providing the Service vary between the date of the quotation and the date the Service is delivered.
- (b) The order of precedence for determining the Price of Services shall be:
  - (i) the Clinic's current ruling price at the date of delivery of the Services;
  - (ii) the price shown on the Clinic's invoice; and
  - (iii) any quotation given by the Clinic.
- (c) The Clinic reserves the right to change the Price in the event of a variation to the Clinic's Order.

**5. PROVISION OF SERVICES**

- (a) The Clinic reserves its right to:
  - (i) decline requests for any Services requested by the Customer.
  - (ii) cancel or postpone appointments at their discretion.
- (b) Unless specified by the Clinic to the contrary in the Order, the Clinic does not warrant that it will be capable of providing the Services at specific times requested by the Customer during the term of this Agreement.
- (c) The Clinic has absolute discretion as to the timing and manner of providing the Services.
- (d) The Clinic may agree to provide, on request from the Customer, Additional Services not included or specifically excluded in the Order. In this event, the Clinic shall be entitled to make an additional charge. In this clause, Additional Services includes, but is not limited to, alterations, amendments, and any additional visits by the Customer after provision of the Services at the request of the Customer.

**6. PAYMENT AND CREDIT POLICY**

- (a) The Customer must make full payment to the Clinic within fifteen (15) days from the date of issue of the invoice(s) for services.
- (b) The Customer may receive a discount of the Price if the Customer makes full payment of the Price immediately upon the completion of the service.
- (c) Credit will only be granted at the sole discretion of the Clinic and any credit granted may be revised or withdrawn by the Clinic at any time and at its discretion.
- (d) The Customer agrees that upon such withdrawal, any and all monies owing on the account shall become immediately due and payable.

**7. GOODS AND SERVICES TAX**

- (a) GST refers to Goods and Services tax under the Goods and Services Act 1999 ("GST Act") and terms used herein have the meanings contained within the GST Act.
- (b) The Clinic's Prices are exclusive of any GST.
- (c) On sale:
  - (i) The Customer will pay to the Clinic, in addition to the Price, the amount payable by the Clinic of GST on the taxable supply made by the Clinic under this Agreement; and
  - (ii) The Clinic shall deliver to the Customer a Tax Invoice for the supply in a form which complies with the GST Act and Regulations.

**8. DISHONOUR OF CHEQUE**

- (a) If any cheque issued by the Customer or by any third party in payment of the Price is dishonoured:
  - (i) The Clinic may refuse to supply any further Services until satisfactory payment is received in full, including bank fees and charges; and
  - (ii) The Customer will be liable for a dishonoured cheque fee of \$9.00.

**9. LATE PAYMENT**

If the Price is not paid when due, the Clinic may charge and the Customer must pay:

- (a) interest at a rate per annum that is two percentum (2%) higher than the rate fixed from time to time under Section 2 of the Penalty Interest Rates Act 1983 (Vic), on all amounts not paid by the due date for payment, with such interest calculated from the due date until the date that all amounts due (including interest) are received as clear funds by the Clinic; and
- (b) an account keeping fee of \$25.00 per month; and
- (c) any other costs or fees incurred or applicable as a consequence of the late payment. The Customer acknowledges that the Clinic may refer overdue accounts to a debt collector and recover all costs or fees incurred from the Customer

**10. RISK AND LIABILITY**

- (a) The Customer will ensure when placing Orders that there is sufficient information to enable the Clinic to execute the Order.
- (b) The Clinic takes no responsibility and will not be liable for any damages or costs resulting in the Services being deficient as a consequence of insufficient information provided by the Customer.
- (c) The Clinic takes no responsibility for representations made in relation to the Services or any delay in the delivery of the Services due to a third party, or any delay in the provision of the Services to the Customer.
- (d) The Customer is responsible for ensuring that the Clinic is made aware of any special requirements pertaining to the Order and the Clinic relies upon the integrity of the information supplied to it.
- (e) The Customer acknowledges that the Clinic shall not be liable for and the Customer releases the Clinic from:
  - (i) Physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the provision of the Services by the Clinic;
  - (ii) Any loss incurred as a result of delay, or failure to provide the Services or to observe any of these conditions due to an event of force majeure, being any cause or circumstance beyond the Clinic's reasonable control;

**11. CANCELLATION BY CLINIC**

- (a) The Clinic may cancel any appointment for the provision of Services to which these Terms and Conditions apply by giving written and/or verbal notice to the Customer. On giving such notice the Clinic shall repay to the Customer any sums paid in respect of the Price. The Clinic shall not be liable for any loss or damage or consequential loss or damage whatever arising from such cancellation.
- (b) Without prejudice to the Clinic's other remedies at law, the Clinic shall be entitled to cancel all or any part of any Order of the Customer which remains unfulfilled and all amounts owing to the Clinic shall, whether or not due for payment, become immediately payable in the event that:
  - (i) Any money payable to the Clinic becomes overdue; or
  - (ii) The Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
  - (iii) A receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

**12. PRIVACY**

- (a) The Customer and/or any Guarantor severally authorise and consent to the release to the Clinic of any information sought by the Clinic from any bank, financial institution, credit provider, credit reporting agency or register. If requested by the Clinic, the Customer must sign any document needed to enable the Clinic to obtain such information. The Customer and/or any guarantor severally consent to the Clinic exchanging information about the Customer and/or each Guarantor with those credit providers either named as trade referees by the Customer or named in a consumer credit report issued by a credit reporting agency.
- (b) Any personal information collected by the Clinic will be dealt with in accordance with the Clinic's privacy policy.

**13. GENERAL**

- (a) Time: Time is of the essence of these Terms & Conditions.
- (b) Force Majeure: The Customer releases the Clinic from any claim, liability or responsibility concerning late delivery or failure to deliver Services if this is due to any cause beyond the control of the Clinic and no such failure shall entitle the Customer to cancel and order or withhold payment.
- (c) Severability: If any term agreement or condition of these Terms & Conditions or the application thereof to any person or any circumstance shall be or become illegal, invalid or unenforceable, the same shall be read down, if such reading down is possible, and if found to be impossible, shall be severed and the remaining terms and agreements and conditions shall not be affected.
- (d) Proper law: These Terms & Conditions are to be interpreted in accordance with the Acts of the State of Victoria Australia, and the parties submit to the jurisdiction of the Courts of that State.
- (e) Variation The Clinic may vary these Terms & Conditions from time to time, by notice in writing to the Customer, or by placing a notice and updated Terms & Conditions on the Clinic's website.