

CLIENT SERVICES AGREEMENT

SCHEDULE

DEFINITION	MEANING
we, us or our	Rasho Enterprises Pty Ltd trading as Illumina Family Health ABN 18 645 066 048 Phone: 1800 88 66 92/0461 310 416 Email: admin@iluminafamilyhealth.com.au
you or your	Client Name: _____ Address: _____ Phone: _____ Email: _____
Services	<p>The at-home nursing postpartum support services aim to provide comprehensive care for mothers and infants during the postpartum period. Services will be delivered by qualified and experienced nurses to ensure the physical and emotional well-being of both mothers and infants.</p> <p>The Services include:</p> <p>A. Maternal Care: 1. Postpartum health assessments for mothers. 2. Monitoring and management of postpartum complications. 3. Assistance with postpartum recovery, including wound review. 4. Emotional support and debrief</p> <p>B. Infant Care: 1. Newborn health assessments. 2. Feeding support (breastfeeding and/or formula feeding guidance). 3. Monitoring and guidance on newborn sleep patterns and behaviour. 4. Newborn care education, including bathing and diapering.</p> <p>C. Lactation Consulting: 1. Assessment of breastfeeding techniques and latch. 2. Assistance with addressing common breastfeeding challenges. 3. Guidance on expressing and storing breast milk.</p> <p>D. Educational Support: 1. Postpartum education for mothers on self-care and recovery. 2. Newborn care education for mothers and other family members. 3. Guidance on postpartum nutrition.</p> <p>E. Emotional Support: 1. Emotional support and encouragement for new mothers. 2. Assistance with postpartum mood disorders recognition and referral. 3. Connecting mothers with local support groups or resources.</p> <p>F. Collaboration with Healthcare Providers: 1. Communication and collaboration with the mother's healthcare provider. 2. Referral to specialists or other healthcare professionals when necessary.</p> <p>The Services do not include the following:</p> <ul style="list-style-type: none"> • Prescribing or administering medication • Diagnosing or treating medical conditions • Providing medical advice beyond clinical scope
Start Date	___/___/___
End Date	___/___/___
Price	Illumina Essentials (One Visit): \$399 (inc. GST) Illumina Complete (Two Visits): \$699 (inc. GST) Illumina Premium (Three Visits): \$999 (inc. GST) Additional visits may be purchased at a cost of \$300 (inc. GST)
Payment Terms	We will issue invoices to you on a weekly basis for Services performed during that period. You must pay the amount in the invoice within 7 days of the date of the invoice.
Other terms	N/A

EXECUTED for and on behalf of **Rasho Enterprises Pty Ltd trading as Illumina Family Health ABN 18 645 066 048** by a duly authorised representative:

EXECUTED by

Signature

Signature

Name

Name

Date

Date

TERMS AND CONDITIONS

These terms and conditions are between the parties described in the Schedule, together the **Parties** and each a **Party**. These terms and conditions and the Schedule form the entire agreement under which we will provide the Services to you (together, the **Agreement**).

1. ACCEPTANCE

- 1.1 You have requested the Services set out in the Schedule, and accept this Agreement by:
- (a) signing and returning this Agreement;
 - (b) sending an email accepting this Agreement (expressly or impliedly); or
 - (c) instructing us to proceed with the Services or making any payment of the Fees (including any deposit).

1.2 If anything in these terms and conditions is inconsistent with the Schedule, these terms and conditions take precedence, unless the Schedule specifically amends any of them.

2. SERVICES

- 2.1 The Services will commence on the Start Date and end on the End Date unless terminated in accordance with this Agreement.
- 2.2 We will perform the Services with reasonable skill and care and in accordance with this Agreement and all relevant laws. You confirm that the scope is sufficient for your purpose.
- 2.3 We may provide the Services to you using our Personnel, and they are included in this Agreement.
- 2.4 You acknowledge and agree that any dates for completion notified by us are estimates only, and we will have no Liability to you for failing to meet any delivery or milestone date.
- 2.5 Either we or you may request a change to the Services or the Agreement. A change will be effective only when agreed in writing, including any variation to the fees.
- 2.6 We accept no Liability to anyone, other than you, in connection with our Services and Deliverables, unless otherwise agreed by us in writing. You agree to reimburse us for any Liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the Services.

3. YOUR RESPONSIBILITIES

- 3.1 In order for us to appropriately provide the Services to you, you must take an active role in the relationship. Client responsibilities in receiving at-home nursing postpartum support services are crucial to ensuring the well-being of both the mother and the infant. Clear communication and collaboration between you and us is essential. As such, you are required to:
- (a) **Provide Accurate Health Information:**
 - i. Clients are expected to provide accurate and detailed health information for both the mother and the infant. This includes information about any pre-existing medical conditions, medications, allergies, and other relevant health history.
 - (b) **Follow Recommended Care Plans and Guidelines:**
 - i. Clients are expected to adhere to the care plans and guidelines provided by the nursing team. This includes following medication schedules, implementing recommended newborn care practices, and incorporating postpartum self-care routines.
 - (c) **Notify Promptly of Any Health Concerns or Changes:**
 - i. Clients are responsible for promptly notifying the nursing team of any changes in their health status or the health status of the infant. This includes the development of new symptoms, changes in behaviour, or concerns related to the postpartum recovery process.

- (d) **Participate Actively in Care and Education:**
 - i. Clients are encouraged to actively participate in their own care and the care of their infant. This includes engaging in educational sessions provided by the nursing team, asking questions, and seeking clarification on any aspects of care or postpartum recovery.
- (e) **Provide a Safe and Comfortable Environment:**
 - i. Clients are responsible for creating a safe and comfortable environment for at-home nursing services. This includes ensuring a clean and organized living space, providing necessary supplies, and addressing any safety concerns.
- (f) **Attend Scheduled Appointments:**
 - i. Clients are responsible for attending scheduled appointments with the nursing team. In cases where adjustments to the schedule are necessary, clients are encouraged to communicate these changes in advance.
- b. Our performance depends on you performing your obligations under the Agreement. We are not liable for any Liability arising from you not fulfilling your obligations.
- c. You acknowledge that any delay or failure on your part to fulfill your responsibilities may result in a delay in the delivery or quality of the Services.
- 4. PRICE, EXPENSES AND PAYMENT**
- 4.1 You agree to pay us the Price and all other reasonable expenses or disbursements properly incurred by us in the provision of the Services, in accordance with the Payment Terms.
- 4.2 If you do not pay an invoice on time, we may charge you interest at the rate set by law. We may further suspend the provision of the Services until we receive payment.
- 4.3 All amounts are stated in Australian dollars and are exclusive of GST (unless otherwise stated). You must pay us the Price, plus any applicable GST or other taxes without deduction or set off.
- 5. CONFIDENTIALITY & PRIVACY**
- 5.1 We and you agree to use each other's Confidential Information only in relation to the Services, and not to disclose it without prior written consent, except where required by law or regulation. We may give Confidential Information to our subcontractors, if they are bound by confidentiality obligations.
- 5.2 Both parties will comply with the Privacy Laws in relation to any Personal Information shared with us under this Agreement.
- 5.3 We will process and transfer your personal information in accordance with our Privacy Policy and Privacy Consent Form provided to you.
- 6. INTELLECTUAL PROPERTY**
- 6.1 All Intellectual Property Rights developed, adapted, modified or created by or on behalf of us or our Personnel in connection with this Agreement or the provision of the Services, will at all times vest, or remain vested, in us.
- 7. CANCELLATION & TERMINATION**
- 7.1 If you wish to cancel or reschedule any scheduled appointments, you must provide us with at least 48 hours' notice. Failure to provide sufficient notice may result in a cancellation fee equal to 50% of the agreed-upon price for the cancelled appointment. This fee is intended to compensate us for the costs and lost opportunities associated with the cancelled appointment.
- 7.2 We may terminate this Agreement in the event of repeated cancellations or failure to adhere to the cancellation policy.

- 7.3 Either Party may terminate this Agreement if the other Party breaches a material term of this Agreement, and that breach has not been remedied within 3 business days of being notified by the relevant Party.
- 7.4 Either we or you may end the Agreement on 7 calendar days' written notice for any reason.
- 7.5 On termination or expiry of this Agreement, you agree that:
- any amounts paid for Services rendered by us are non-refundable; and
 - you agree to pay us all amounts due and payable to us under this Agreement (including for all Services provided by us) up to the date of termination, as a debt immediately due and payable.
- 7.6 The accrued rights, obligations and remedies of the Parties are not affected by termination of this Agreement.
- 8. DISCLAIMER**
- 8.1 You understand that our nurses are qualified and experienced, but they are not medical doctors. They are providing at-home nursing postpartum support services based on their training and expertise in postpartum care. Any information or guidance provided by our nurses should not be considered a substitute for any medical advice given by your doctor.
- 8.2 You are solely responsible for making decisions regarding your medical care and the care of your infant. It is important that you consult with your doctor regarding any medical concerns, conditions, or treatments. Our Services should not be used as a substitute for seeking appropriate medical care.
- 8.3 By entering into this Agreement, you acknowledge and understand the limitations of our Services.
- 8.4 It is your responsibility to provide accurate and complete health information to our nurses to ensure the safe and effective provision of Services. We are not liable for any adverse outcomes that may result from inaccurate or incomplete information provided by you.
- 8.5 You understand and agree that our nurses will not be held responsible for any medical complications, injuries, or adverse reactions that may occur during the provision of Services. Our nurses will exercise reasonable care and skill in delivering the Services, but they cannot guarantee specific outcomes or results.
- 8.6 This disclaimer of medical services will survive the termination or expiry of this Agreement.
- 9. LIABILITY**
- 9.1 Despite anything to the contrary, to the maximum extent permitted by law:
- we will not be liable for any Consequential Loss; and
 - both parties maximum aggregate Liability, save for your payment obligations, in relation to the provision of the Services or this Agreement will be limited to us resupplying the Services to you or, the Price paid by you in the 12 month period preceding the date of the incident giving rise to the Liability.
- 9.2 Nothing in the Agreement will limit a person's liability for: (a) death or personal injury caused by that person's negligence; (b) that person's fraud; or (c) anything else that cannot be limited by law.
- 10. GENERAL**
- 10.1 **Disputes:** If a dispute arises, the parties will attempt to resolve it by mediation before commencing legal proceedings.
- 10.2 **Governing law:** This Agreement is governed by the laws of New South Wales. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in New South Wales.
- 10.3 **Relationship of the parties:** The parties acknowledge that we are engaged by you as an independent contractor and nothing in this Agreement creates or constitutes a relationship of employer and employee, principal and agent or of partnership or joint venture.
- 10.4 **Assignment:** Unless the Agreement expressly provides otherwise, no party may assign, transfer or deal with their rights or obligations under the Agreement without the prior written consent of the other party. Such consent must not be unreasonably withheld.
- 10.5 **Notices:** Any notice given under this Agreement must be in writing and sent to the relevant address in the Schedule, or any updated address as notified by the recipient.
- 10.6 **Force Majeure:** No Party will be liable to another if it fails to meet its obligations due to matters beyond its reasonable control, including but not limited to an act of god, strike or pandemic (Force Majeure Event). If a Force Majeure Event occurs, you will be entitled to a reasonable extension of time for performing your obligations under the Agreement.
- However, the affected obligations must be resumed as soon as practicable after such Force Majeure Event has ceased.
- 10.7 **Severability:** Any provision of this Agreement which is void, illegal or otherwise unenforceable will be severed to the extent permitted by law without affecting any other provision of this Agreement.
- 10.8 **Entire Agreement:** This Agreement, including the Schedule, constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, understandings, or representations relating to the subject matter herein. Any amendments or modifications to this Agreement must be in writing and signed by both Parties.
- 10.9 **Waiver:** The failure or omission of a party at any time to enforce or require compliance with any provision of this Agreement or exercise any right, election or discretion under this Agreement shall not operate as a waiver of that right, election or discretion.
- 10.10 **Survival:** Clauses **Error! Reference source not found., Error! Reference source not found., Error! Reference source not found., Error! Reference source not found., Error! Reference source not found., Error! Reference source not found.** and 8 will survive the termination or expiry of this Agreement.
- 11. INTERPRETATION & DEFINITIONS**
- 11.1 In this Agreement capitalised terms have the following meaning:
- Confidential Information** includes information which:
- is disclosed to you in connection with this Agreement at any time;
 - is prepared or produced under or in connection with this Agreement at any time;
 - relates to our business, assets or affairs;
 - is contained in a system or software we may have access to, including any usernames or passwords; or
 - relates to the subject matter of, the terms of and/or any transactions contemplated by this Agreement,
- whether or not such information or documentation is reduced to a tangible form or marked in writing as "confidential". The above will not apply to information which (i) is publicly available, or (ii) has been received from someone else who owes no duty of confidence in relation to it, or (iii) was already known by the receiving party.
- Consequential Loss** means any consequential, special or indirect loss, damage or expense, including loss of revenue, profit, use, occupation, benefit, financial opportunity, or economic loss, whether arising from a breach under this Agreement, at law, under any statute, in equity, or in tort (including negligence).
- Intellectual Property** means any copyright, registered or unregistered design, patent or trade mark rights, domain names, know-how, inventions, processes, trade secrets or Confidential Information; or circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing.
- Intellectual Property Rights** means for the duration of the rights in any part of the world, any industrial or intellectual property rights, whether registrable or not, including in respect of Intellectual Property.
- Liability** means expenses, liabilities, losses, damages, claims, demands, and liabilities arising from any cause, whether direct or indirect, are referred to as "Losses". This includes costs, legal proceedings, and judgments.
- Personnel** means, in respect of a Party, any of its employees, consultants, suppliers, subcontractors or agents.
- Schedule** means the schedule to which this Agreement is attached.

