

1. Definitions

- 1.1 “**Addiction Practitioner**” means Ocean Hills Detox & Rehabilitation Limited, its successors and assigns.
- 1.1 “**Client**” means the person/s, entities or any person acting on behalf of and with the authority of the Client requesting the Addiction Practitioner to provide the Services as specified in any proposal, quotation, order, invoice, or other documentation (where the context so permits, the terms Client and/or Guarantor may be used interchangeably, where applicable), and:
- (a) if there is more than one Client, is a reference to each Client jointly and severally; and
 - (b) if the Client is a partnership, it shall bind each partner jointly and severally; and
 - (c) if the Client is a part of a trust, shall be bound in their capacity as a trustee; and
 - (d) includes the Client’s executors, administrators, successors and permitted assigns.
- 1.2 “**Contract**” means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.
- 1.3 “**Fees**” means the Fees payable (plus any Goods and Services Tax (“GST”) where applicable) for the Services as agreed between the Addiction Practitioner and the Client.
- 1.4 “**Guarantor**” means that person (or persons), or entity, who agrees to be liable for the debts of the Client on a principal debtor basis.
- 1.5 “**Services**” means all Services supplied by the Addiction Practitioner to the Client at the Client’s request from time to time.

2. Acceptance

- 2.1 The parties acknowledge and agree that:
- (a) they have read and understood the terms and conditions contained in this Contract; and
 - (b) the parties are taken to have exclusively accepted and are immediately bound, jointly and severally, by these terms and conditions if the Client places an order for, or accepts Services provided by the Addiction Practitioner.
- 2.2 In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.
- 2.3 Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.
- 2.4 The Client acknowledges and accepts that:
- (a) the supply of Services shall not take effect until the Client has returned the Letter of Engagement and payment of Fees to the Addiction Practitioner;
 - (b) the Addiction Practitioner reserves the right to collect, use or disclose the Client’s relevant personal health information with other health services or regulatory bodies as required under the provision of the Health Information Privacy Code 2020 for the purposes of providing the Services to the Client;
 - (c) the Client agrees to provide the Addiction Practitioner with a full medical history and advise any medications the Client is currently taking along with any known allergies or medications known to cause an adverse reaction;
 - (d) while the Addiction Practitioner can give an indication of Services the Client acknowledges that individual results may differ from the expected results;
 - (e) the Client shall become acquainted with the Addiction Practitioner’s schedules, expectations and resident rules on arrival;
 - (f) the Addiction Practitioner will not be held liable for:
 - (i) any psychological episodes that the Client may experience during and/or after provision of the Services; or
 - (ii) any injury, costs, or losses the Client may incur from any unexpected complications arising from the provision of Services that necessitate prolonged therapy or medications.
- 2.5 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 226 of the Contract and Commercial Law Act 2017 or any other applicable provisions of that Act or any Regulations referred to in that Act.

3. Emergencies and Emergency Contacts

- 3.1 The Client must provide the Addiction Practitioner with the names and addresses of a minimum of one responsible person over the age of eighteen (18) years in case of an emergency or illness. When contacted by the Addiction Practitioner, the responsible person authorised by the Client, must go immediately to the Addiction Practitioner to collect the Client in the case of an emergency or illness.
- 3.2 Whilst every reasonable effort shall be made by the Addiction Practitioner to contact the Client’s responsible person (emergency contacts), in the event of an accident or emergency, the Client hereby gives authority to the Addiction Practitioner, to authorise the administration of medication, transportation to hospital and administration of treatment as is recommended by the Client’s doctor, any attending doctor, ambulance officer, police or government officer. The Client will be responsible for any costs incurred as a result of transportation or treatment.

4. Medication

- 4.1 Where the Client requires administration of medication the Client will:
- (a) provide the correct medication in its original container;
 - (b) provide written instructions from a medical practitioner for the administration of non-prescription medication; and
 - (c) provide the Addiction Practitioner’s staff with the doctor’s name and contact phone number.
- 4.2 The Addiction Practitioner’s staff are authorised to administer medication only in accordance with the Client’s written authority. The Addiction Practitioner’s staff are not liable for any allergic reaction or injury caused to the Client by the administration of the medication in accordance with the prescriber’s guidelines. Nor will they be responsible for any error contained in the written permission, or the supply of incorrect medication by the Client.
- 4.3 The Client will notify the Addiction Practitioner of any changes or developments in the Client’s medical history.

5. Fees and Payment

- 5.1 The Fees shall be as indicated on any invoice provided by the Addiction Practitioner to the Client and shall be paid in full by the Client prior to arrival.
- 5.2 On receipt of payment, the Addiction Practitioner shall secure the Client's place where the Addiction Practitioner's team of clinicians shall start working immediately on the Client's pre-admission and treatment plans.
- 5.3 Where the Client requesting or organising the Addiction Practitioner to provide the Services is acting with or on behalf of any third party and that third party is intended to be responsible for the payment (or any part thereof) of the Fees then in the event that the third party does not pay for the Services when due, the Client acknowledges and accepts that they shall be liable for the payment of the Fees as if they had contracted the Services on their own behalf.
- 5.4 At the Addiction Practitioner's sole discretion, an advance of the Fees (equal to one (1) full week of Fees) shall be required prior to the commencement of the Services. Any shortfall to the Fees in respect of any subsidies granted (including, but not limited to, any, DHB referrals, WINZ grants or payments made by the Client's Guarantor etc.) shall be the Client's sole responsibility.
- 5.5 The Fees include the following:
- (a) pre-admission support plan;
 - (b) pre-admission assessment with the Addiction Practitioner's clinical manager;
 - (c) twenty-four (24) hour support from the Addiction Practitioner's treatment team of caring addiction professionals with plenty of one-to-one care following admission.;
 - (d) the Addiction Practitioner's clinical and holistic recovery programme;
 - (e) nursing assessment and follow up, (including detoxification medication (if required));
 - (f) GP consultation (if required);
 - (g) medication requirements (if required);
 - (h) counselling sessions with the Clinical Director/Counsellor;
 - (i) individualised treatment plans,
 - (j) catering needs to include all meals and snacks;
 - (k) accommodation;
 - (l) recreational outings;
 - (m) discharge meeting with family or professionals (if required); and
 - (n) the Client's post treatment 'aftercare' support plan; follow up that includes weekly calls (up to 8 calls) with the Addiction Practitioner's therapist and unlimited weekly aftercare zoom group.
- 5.6 Exclusions from the Fees are:
- (a) travel expenses to Hawke's Bay (the Addiction Practitioner may pick the Client up from the airport should the Client fly in); and
 - (b) pocket money for items (including, but not limited to, cigarettes, personal items etc.)
- 5.7 Payment may be made by electronic/on-line banking, credit card (a surcharge per transaction may apply), or by any other method as agreed to between the Client and the Addiction Practitioner.
- 5.8 The Client shall not be entitled to set off against, or deduct from the Fees, any sums owed or claimed to be owed to the Client by the Addiction Practitioner nor to withhold payment of any invoice because part of that invoice is in dispute. Once in receipt of an invoice for payment, if any part of the invoice is in dispute, then the Client must notify the Addiction Practitioner in writing within three (3) business days, the invoice shall remain due and payable for the full amount, until such time as the Addiction Practitioner investigates the dispute claim, no credit shall be passed for refund until the review is completed. Failure to make payment may result in the Addiction Practitioner placing the Client's account into default and subject to default interest in accordance with clause 9.1.
- 5.9 Unless otherwise stated the Fees does not include GST. In addition to the Fees, the Client must pay to the Addiction Practitioner an amount equal to any GST the Addiction Practitioner must pay for any supply by the Addiction Practitioner under this or any other agreement for providing the Addiction Practitioner's Services. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Fees. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Fees except where they are expressly included in the Fees.

6. Provision of the Services

- 6.1 The Addiction Practitioner shall be entitled to rely on the accuracy of any information (including, but not limited to, any existing medical conditions etc) provided by the Client. The Client acknowledges and agrees that in the event that any of this information provided by the Client is inaccurate, the Addiction Practitioner accepts no responsibility for any loss, damages, or costs however resulting from this information.
- 6.2 The provision and assessment of face-to-face workshops form part of the programme and:
- (a) the Client is required to participate in the workshops in order to complete the programme;
 - (b) any action by the Client that jeopardises the health safety or welfare of others may result in termination of the Client's enrolment in the programme (and any access relating thereto).
- 6.3 In the event of any failure in payment of the Fees, enrolment to the programme will be deemed invalid and the Addiction Practitioner reserves the right to terminate the Client's access to the programme.

7. Cancellation, Suspension or Postponing Commencement of the Services

- 7.1 The Client is allowed to defer commencement or suspend the Services on medical grounds (with a doctor's certificate) or other exceptional compassionate circumstances (i.e., bereavement). Should the Client subsequently withdraw from the Services altogether, the refund policy applies from the date of receipt of advice.
- 7.2 Without prejudice to any other remedies the parties may have, if at any time either party is in breach of any obligation (including those relating to payment) under these terms and conditions the other party may suspend or terminate the supply of Services to the other party. Neither party will be liable for any loss or damage the other party suffers because one of the parties has exercised its rights under this clause.
- 7.3 If the Addiction Practitioner, due to reasons beyond the Addiction Practitioner's reasonable control, is unable to deliver any Services to the Client, the Addiction Practitioner may cancel any Contract to which these terms and conditions apply or cancel delivery of Services at any time

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before the Services are commenced by giving written notice to the Client. On giving such notice the Addiction Practitioner shall repay to the Client any money paid by the Client for the Services. The Addiction Practitioner shall not be liable for any loss or damage whatsoever arising from such cancellation.

- 7.4 The Client may cancel delivery of the Services by written notice served within forty-eight (48) hours of placement of acceptance. Failure by the Client to otherwise accept delivery of the Services shall place the Client in breach of this Contract.
- 7.5 Further to clause 7.4, if Fees have already been received by the Addiction Practitioner within the forty-eight (48) hour period, then a Fee may apply to cover pre-admission assessments and support, treatment planning and cancellation fees.
- 7.6 Notwithstanding anything else in this Contract, the Addiction Practitioner unreservedly maintains the right, exclusive of procedural fairness, to suspend or terminate the Client's enrolment in the programme (and any access relating thereto) if, in the Addiction Practitioner's subjective opinion, the decision to do so is in the best interests of the Addiction Practitioner or other clients.

8. Refund Policy

- 8.1 The Addiction Practitioner admit clients whose goals are to find recovery from drugs and alcohol. For successful treatment, the Addiction Practitioner requires the Client's full commitment to the programme, which includes arriving on time for their treatment and staying for the agreed time.
- 8.2 There is a non-refundable policy, therefore, no refund is available should the Client choose to leave before the Client's planned discharge date, and against the advice of the Addiction Practitioner's clinical team.
- 8.3 No refund will be paid to the Client where the programme has commenced and shall also apply to the Clients who:
- (a) do not arrive on the Client's admission date and time;
 - (b) discharge themselves early against the advice of the Addiction Practitioner's treatment team;
 - (c) discharged by the Addiction Practitioner for breaching the Addiction Practitioner's rules and conditions.
- 8.4 Further to clause 8.3, some of these conditions may include the following (including, but not limited to.):
- (a) using drugs or alcohol or having substances in their possession;
 - (b) being violent or threatening towards the Addiction Practitioner's staff or other clients;
 - (c) racism, sexism or other discriminating behaviour toward the Addiction Practitioner's staff or other clients;
 - (d) breaking the law; and
 - (e) any other behaviours or actions which bring serious threat, harm or disrepute to the Addiction Practitioner's staff and other clients.

9. Default and Consequences of Default

- 9.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Addiction Practitioner's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 9.2 If the Client owes the Addiction Practitioner any money the Client shall indemnify the Addiction Practitioner from and against all costs and disbursements incurred by the Addiction Practitioner in recovering the debt (including, but not limited to, internal administration fees, legal costs on a solicitor and own client basis, the Addiction Practitioner's collection agency costs, and bank dishonour fees).
- 9.3 Further to any other rights or remedies the Addiction Practitioner may have under this Contract, if a Client has made payment to the Addiction Practitioner, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by the Addiction Practitioner under this clause 9, where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this Contract.
- 9.4 Without prejudice to the Addiction Practitioner's other remedies at law the Addiction Practitioner shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to the Addiction Practitioner shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to the Addiction Practitioner becomes overdue, or in the Addiction Practitioner's opinion the Client will be unable to make a payment when it falls due;
 - (b) the Client has exceeded any applicable credit limit provided by the Addiction Practitioner;
 - (c) the Client 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
 - (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

10. Compliance with Laws and Court Action

- 10.1 The Client and the Addiction Practitioner shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services.
- 10.2 Should the Client be the subject of any court action being heard before the courts, the Client shall not allow the Addiction Practitioner or the Addiction Practitioner's staff to issue statements or provide reports regarding the Client, except where instructed to do so by the court itself.

11. Privacy Policy

- 11.1 All emails, documents, images, or other recorded information held or used by the Addiction Practitioner is "**Personal Information**" as defined and referred to in clause 11.2 and therefore considered confidential. The Addiction Practitioner acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 2020 ("the Act") including Part II of the OECD Guidelines and as set out in the Act and any statutory requirements where relevant in a European Economic Area "EEA" under the EU Data Privacy Laws (including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws"). The Addiction Practitioner acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Client's Personal Information, held by the Addiction Practitioner that may result in serious harm to the Client, the Addiction Practitioner will notify the Client in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Client by written consent, unless subject to an operation of law.
- 11.2 The Client authorises the Addiction Practitioner or the Addiction Practitioner's agent to:

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- (a) access, collect, retain and use any information about the Client;
 - (i) including, name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history or any overdue fines balance information held by the Ministry of Justice for the purpose of assessing the Client's creditworthiness; or
 - (ii) for the purpose of marketing products and services to the Client.
 - (b) disclose information about the Client, whether collected by the Addiction Practitioner from the Client directly or obtained by the Addiction Practitioner from any other source to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Client.
- 11.3 Where the Client is an individual the authorities under clause 11.2 are authorities or consents for the purposes of the Privacy Act 2020.
- 11.4 The Client shall have the right to request (by e-mail) from the Addiction Practitioner, a copy of the Personal Information about the Client retained by the Addiction Practitioner and the right to request that the Addiction Practitioner correct any incorrect Personal Information.
- 11.5 The Addiction Practitioner will destroy Personal Information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.
- 11.6 The Client can make a privacy complaint by contacting the Addiction Practitioner via e-mail. The Addiction Practitioner will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within twenty (20) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Privacy Commissioner at <http://www.privacy.org.nz>.

12. General

- 12.1 Any dispute or difference arising as to the interpretation of these terms and conditions or as to any matter arising herein, shall be submitted to, and settled by, mediation before resorting to any external dispute resolution mechanisms (including arbitration or court proceedings) by notifying the other party in writing setting out the reason for the dispute. The parties shall share equally the mediator's fees. Should mediation fail to resolve the dispute, the parties shall be free to pursue other dispute resolution avenues.
- 12.2 Any written notice given under this Contract shall be delivered by handing the notice to the other party, in person, leaving it at the address of the other party as stated in this Contract, or by sending it by registered post to the address of the other party as stated in this Contract.
- 12.3 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality, and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 12.4 These terms and conditions and any Contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of Hastings, New Zealand.
- 12.5 Subject to the CGA, the liability of the Addiction Practitioner and the Client under this Contract shall be limited to the Fees.
- 12.6 The Addiction Practitioner may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Client's consent provided the assignment does not cause detriment to the Client.
- 12.7 The Client cannot licence or assign without the written approval of the Addiction Practitioner.
- 12.8 The Addiction Practitioner may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any of the Addiction Practitioner's sub-contractors without the authority of the Addiction Practitioner.
- 12.9 The Client agrees that the Addiction Practitioner may amend their general terms and conditions for subsequent future Contracts with the Client by disclosing such to the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for the Addiction Practitioner to provide Services to the Client.
- 12.10 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, national or global pandemics and/or the implementation of regulation, directions, rules or measures being enforced by Governments or embargo, including but not limited to, any Government imposed border lockdowns (including, worldwide destination ports), etc, ("Force Majeure") or other event beyond the reasonable control of either party. This clause does not apply to a failure by the Client to make a payment to the Addiction Practitioner, following cessation of a Force Majeure.
- 12.11 Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.