

TERMS OF TRADE

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PART A: OVERVIEW OF THESE TERMS

These Terms of Trade apply to all Services that we supply to you.

At Ocean Hills Detox & Rehabilitation Limited ensuring our Terms are transparent and easy to understand is important to us. If you have any questions or are unsure about anything, please contact us.

To make these Terms easy to use, we:

- (a) have set out a **'Dictionary'** in Part H, which explains the specific meaning, for the purposes of these Terms, of the capitalised words used in these Terms; and
- (b) have included **summaries / outlines** for each Part in blue boxes – these are intended for guidance only and do not replace any of the terms in these Terms.

1. Introduction

- 1.1 These Terms set out all of the terms and conditions that apply to Services that we supply to you.
- 1.2 Any other terms and conditions will not apply unless expressly approved in writing by us for a particular Booking.
- 1.3 We may update these Terms on notice to you in writing. Our updated Terms will apply to all Services you order after we have notified you that we have updated our Terms.

PART B: SERVICES

Part B sets out details about placing Bookings. It also sets out the process that applies if there are any issues with a Booking or if a Booking is cancelled.

2. Booking process

- 2.1 You may order Services from us in accordance with our order processes that we advise to you at any time.
- 2.2 All Bookings are subject to acceptance by us. We may accept a Booking (in whole or in part) by issuing an invoice for the applicable Services, providing the Services or otherwise confirming the order in writing.
- 2.3 We are under no obligation to enquire as to the authority of any person placing a Booking on your behalf.
- 2.4 You may request Variations to Bookings. However, acceptance is at our discretion and is subject to our approval in writing.

3. Supply of Services

- 3.1 We shall be entitled to rely on the accuracy of any information (including, but not limited to, any existing medical conditions etc.) provided by you. You acknowledge and agree that in the event that any of this information provided by you is inaccurate, we accept no responsibility for any loss, damages, or costs however resulting from this information.
- 3.2 The provision and assessment of face-to-face workshops form part of the programme and:
 - (a) you are required to participate in the workshops in order to complete the programme;
 - (b) any action by you that jeopardises the health safety or welfare of others may result in termination of your enrolment in the programme (and any access relating thereto).

- 3.3 In the event of any failure in payment of the Fees, enrolment to the programme will be deemed invalid and we reserve the right to terminate your access to the programme.

4. Cancellation, suspension or postponing commencement of the Services

- 4.1 You are 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 you subsequently withdraw from the Services altogether, the refund policy applies from the date of receipt of advice.
- 4.2 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.

- 4.3 If we are unable to provide Services to you, due to reasons beyond our reasonable control, we may cancel the Booking (in whole or in respect of any instalment) by giving written notice to you. We will repay you any amount you have paid to us in advance for the relevant Services. We will not be liable for any loss or damage arising from such cancellation.
- 4.4 You may cancel delivery of the Services by written notice served within 10 days of placement of acceptance. Failure by you to otherwise accept delivery of the Services shall place you in breach of this contract.
- 4.5 Further to clause 4.4, if Fees have already been received by us within the 10 days period, then a Fee may apply to cover pre-admission assessments and support, treatment planning and cancellation fees.
- 4.6 Notwithstanding anything else in this contract, we unreservedly maintain the right, exclusive of procedural fairness, to suspend or terminate your enrolment in the programme (and any access relating thereto) if, in our subjective opinion, the decision to do so is in the best interests of ours or other clients.
- 5. Refund policy**
- 5.1 We admit clients whose goals are to find recovery from drugs and alcohol. For successful treatment, we require your full commitment to the programme, which includes arriving on time for their treatment and staying for the agreed time. There is a non-refundable policy, therefore, no refund is available should you choose to leave before your planned discharge date, and against the advice of our clinical team.
- 5.3 No refund will be paid to you where the programme has commenced and shall also apply to you should you:
 - (a) not arrive on your admission date and time;
 - (b) discharge yourself early against the advice of our treatment team;
 - (c) be discharged by us for breaching our rules and conditions.
- 5.4 Further to clause 5.3, some of these conditions may include the following (including, but not limited to,):
 - (a) using drugs or alcohol or having substances in your possession;
 - (b) being violent or threatening towards our staff or other clients;
 - (c) racism, sexism or other discriminating behaviour toward our staff or other clients;
 - (d) breaking the law; and
 - (e) any other behaviours or actions which bring serious threat, harm or disrepute to our staff and other clients.

PART C: FEES

Part C sets out terms relating to the Fees for Services.

6. Fees

- 6.1 The Fees for Services will be the Fees that we have quoted for Services.
- 6.2 Unless otherwise stated, the Fees does not include GST.
- 6.3 The Fees include the following:
 - (a) pre-admission support plan;
 - (b) pre-admission assessment with our clinical manager;
 - (c) 24 hour support from our treatment team of caring addiction professionals with plenty of one-to-one care following admission;
 - (d) our 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) your post treatment 'aftercare' support plan; follow up that includes weekly calls (up to 8 calls) with our therapist and unlimited weekly aftercare zoom group.
- 6.4 Exclusions from the Fees are:
 - (a) travel expenses to Hawke's Bay (we may pick you up from the airport should you fly in); and
 - (b) pocket money for items (including, but not limited to, cigarettes, personal items etc.)

PART D: PAYMENT TERMS

Under these Terms, it is very important to us that you pay us in full by the due date for payment. The following clauses provide additional protections for us to reflect that arrangement, including terms that will apply if there are any delays or disputes relating to payments.

7. Payment

- 7.1 You must pay us all Amounts Owing to our bank account (notified to you and updated at any time) or any other payment method that we agree with you.
- 7.2 Payment shall be as indicated on our invoice and shall be paid in full by you prior to arrival.
- 7.3 On receipt of payment, we shall secure your place where our team of clinicians shall start working immediately on your pre-admission and treatment plans.

- 7.4 Where the person requesting or organising us 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, you acknowledge and accept that they shall be liable for the payment of the Fees as if they had contracted the Services on their own behalf.
- 7.5 At our sole discretion, an advance of the Fees (equal to 25% of the 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 your Guarantor etc.) shall be your sole responsibility.
- 7.6 If you have any dispute relating to an invoice issued by us, you:
- must notify us of that dispute in writing within 3 days from the date of invoice (after that period, unless there is a manifest error, you will be deemed to have accepted the invoice); and
 - will only withhold payment of the amount in dispute and will, upon resolution of any dispute, immediately pay the balance (if any) due to us.
- 7.7 We and you each agree to promptly deal with any disputed invoices and, where possible, to resolve disputes before the due date for payment.
- 8. Credit terms and repayment obligations**
- 8.1 The provision of Services to you on credit is subject to our approval. We may use the services of credit reporters and debt collection agencies (in accordance with clause 14.2).
- 8.2 You must notify us immediately:
- if you suffer an Insolvency Event. Any Amount Owing will, whether or not due for payment, immediately become due and payable if an Insolvency Event occurs; or
 - if you are a company and there is a material change in your effective management or ownership.
- 9. Deposit and guarantee**
- 9.1 We may require that you pay us in advance, or pay a deposit, or provide a guarantee or other security, before we supply Services, as security for any Amount Owing.
- 9.2 If we cancel a Booking (for reasons other than your breach of these Terms), we will refund any deposit that you have paid to us in full. Otherwise, any deposit that you pay to us is non-refundable, unless we expressly agree otherwise in writing.
- 10. Late payments**
- 10.1 If payment in full of any Amount Owing (which is not subject to a genuine dispute) is not made to us on the due date, we may:
- suspend, or cancel (in accordance with clause 4), the provision of any or all Services to you;
 - cancel any rebates or discounts (whether or not previously credited); and
 - charge you interest at a rate of 2.5% per month on the balance of the outstanding amount from the due date of payment until the date the outstanding amount is paid, accruing daily and charged monthly.
- 11. Costs of recovering Amounts Owing**
- 11.1 You must reimburse us for any reasonable costs and expenses we incur to recover any Amount Owing, including any debt collection fees or commission and full legal expenses.
- 12. Security**
- 12.1 We reserve the right to require a guarantee, or any other additional security (at your cost), as security for payment, before we provide Services to you.

PART E: COMPLIANCE AND INFORMATION

Part E sets out the provisions relating to health and safety, privacy, confidentiality and court actions. Unless we agree otherwise, we own all intellectual property rights in the Services.

- 13. Health and safety**
- 13.1 Each party will comply with the Health and Safety at Work Act 2015 (HSW Act), including all applicable regulations under the HSW Act, as well as all applicable standards and codes of practice relating to health and safety. In addition, each party will comply with the other party's pre-notified and reasonable health and safety policies when on the party's premises.
- 13.2 Each party must consult, co-operate with and co-ordinate activities with all other persons who have a health and safety duty in relation to the same matter in providing the Services (including in connection with the delivery of the Services).
- 13.3 Should you be the subject of any court action being heard before the courts, you shall not allow us or our staff to issue statements or provide reports regarding you, except where instructed to do so by the court itself.
- 14. Privacy**
- 14.1 We may collect, use and share Personal Information:
- for the purposes of the performance of our obligations or exercise of our rights under these Terms; and
 - in accordance with the Privacy Act 2020.
- This may include sharing Personal Information with our Related Companies.
- 14.2 We may use the services of credit reporters and debt collection agencies. We may provide your Personal Information to those agencies in order to use their services. Information disclosed to credit reporters (including default information) will be held by them and used to provide credit reporting services.
- 14.3 If you provide us with any information about a third party (including a representative), or authorise us to collect that information, you confirm that you are authorised by the individual concerned to provide their Personal Information to us or authorise the collection of information about them in accordance with this clause 14. You also confirm that you have informed the individual of their rights to access and request correction of Personal Information.
- 14.4 You (if you are an individual) and your Representatives have the right to access, and request correction of, any of your Personal Information held by us.
- 15. Confidentiality**
- 15.1 Each party must keep confidential all Confidential Information.
- 15.2 Nothing in clause 15.1 prevents a party from disclosing Confidential Information if disclosure is:
- required by law, or a Regulator (but only to the extent required or, if applicable, requested by a Regulator);
 - is reasonably required to enable a party to perform its obligations or exercise its rights under these Terms; or
 - to a Related Company or Representatives on a 'need to know' basis, provided that person is under a duty to keep the Confidential Information confidential in accordance with these Terms.

16. Intellectual property

- 16.1 We (or our licensors) own all rights, title and interest in the intellectual property rights, in the Services at all times.
- 16.2 Any new intellectual property which is created by us or on our behalf, including as a result of, or in connection with, the provision of our Services, will be owned by us, unless otherwise agreed in writing.

PART F: DISPUTE RESOLUTION AND LIABILITY

If a dispute arises under these Terms, we must follow the process in this part F to resolve the matter. If a claim arises under these Terms, any amount payable by you or us will be limited by the liability framework set out in this Part E.

17. Dispute Resolution

- 17.1 If a dispute arises out of or in connection with these Terms, either party may give a notice to the other setting out the details of the dispute (**Dispute Notice**).
- 17.2 Following receipt of a Dispute Notice:
- a Representative of each of us (with authority to settle the dispute) will meet, within 10 Business Days, to try to resolve the dispute;
 - if the dispute is not resolved within 10 Business Days of our Representatives meeting (or if the meeting does not take place, for any reason, within 10 Business Days of the date of a Dispute Notice), the dispute will be referred to the senior manager of each party (if applicable), who will try to resolve the dispute within a further 10 Business Days; and
 - if the dispute is not resolved by our respective Representatives in accordance with clause 17.2(b), then either party may commence court proceedings.
- 17.3 This clause 17 does not restrict either party from applying to a court for interim measures or any other form of urgent relief at any time. However, neither party may commence any other form of court proceeding without first following the procedure set out in this clause 17.
- 17.4 Each party must continue to perform its obligations in these Terms, despite the existence of a dispute, subject to the termination rights set out in these Terms.
- 18. Third party suppliers**
- 18.1 If you request and authorise us to arrange the provision of Services directly to you by a third party supplier (whether or not such arrangement involves us contracting as your agent), to the extent applicable, these Terms will apply to our Services in arranging such supply, provided that to the extent permitted by law we exclude all liability in connection with the supply of Services to you directly by a third party supplier. You agree to pay any commission or other payments due to us in accordance with these Terms.
- 19. Limitation of liability**
- 19.1 To the extent permitted by law, subject to clause 19.3, our total liability under or in connection with these Terms and the Services is limited to:
- supplying the Services again; or
 - the payment of the cost of having the Services supplied again.
- 19.2 Subject to clause 19.3, if we have any liability under or in connection with these Terms, to the maximum extent permitted by law:
- our total aggregate liability to you for any loss, damage or liability arising out of or in connection with these Terms will be limited to the Fees paid by you to us for the applicable Services; and
 - we will not be liable for any:
 - indirect, special or consequential loss or damage whatsoever; or
 - loss of profits, revenue, data, goodwill, customers or opportunity or loss of or damage to reputation.
- 19.3 Nothing in these Terms (including clauses 19.1 and 19.2) will limit or exclude our liability for:
- any fraudulent act or omission;
 - a breach of clause 15 (Confidentiality);
 - our wilful breach of these Terms;
 - our gross negligence; and/or
 - any matter to the extent that liability cannot be excluded or limited by law.

- 19.4 The limitations and exclusions on liability in this clause 19 will apply irrespective of whether the legal basis for the applicable claim is contract, equity or tort (including negligence). However, this clause 19 does not limit or exclude any rights that you may have under statute.
- 19.5 In no circumstances will we have any liability whatsoever under or in connection with these Terms:
- for the acts or omissions of your Representatives or any third party;
 - for any acts or omissions of performance in accordance with your instructions (or instructions from your Representatives); or
 - to any third party.

PART G: GENERAL

Part G describes miscellaneous provisions necessary for the proper operation of these Terms.

20. General

- 20.1 **Governing Law:** These Terms are governed by and to be construed in accordance with the laws of New Zealand and each party submits to the exclusive jurisdiction of the courts of Napier, New Zealand.
- 20.2 **Previous Agreements:** These Terms supersede and replace any previous written agreements between the parties relating to the Services.
- 20.3 **Sub-contracting:** We may subcontract the performance of our obligations (including to a Related Company), on the basis we remain solely liable to you for the performance of our obligations.
- 20.4 **Assignment:** You must not assign, novate or transfer your rights or obligations under these Terms without our prior written consent (which may be withheld in our sole discretion). We may assign these Terms to any other person on notice to you (provided that we will request your prior approval (not to be unreasonably withheld or delayed) if the assignment could have any material adverse effect on you). Without limiting the foregoing, we may assign to any other person all or part of the Amount Owing by you to us.
- 20.5 **Amendments:** Any amendment to these Terms must be in writing signed by each party, except where stated otherwise in these Terms or where we are required to make changes to ensure compliance with applicable laws (in which case we notify you of the changes in writing).
- 20.6 **Force majeure:** We will not be liable to you for any failure or delay in performing our obligations under these Terms where such failure or delay is caused by events

- or circumstances beyond our reasonable control, including any strike, lockout, labour dispute, delay in transit, embargo, epidemic, pandemic, accident, emergency, order of government or other authority or act of God.
- 20.7 **Waiver:** A single or partial exercise or waiver of a right relating to these Terms does not prevent any other exercise of that right or the exercise of any other right.
- 20.8 **Survival:** Any provision of these Terms, which is by its nature a continuing obligation, will survive termination.
- 20.9 **Rights of Third Parties:** These Terms are not intended to confer a benefit on any person other than the parties to these Terms.
- 20.10 **Relationship:** We will provide Services to you as an independent service provider. Nothing in these Terms creates a relationship of employment, trust, agency, joint venture, partnership or any other fiduciary relationship between the parties.
- 20.11 **Non-exclusive:** These Terms are not exclusive and do not impose any restriction on us providing Services to, or you purchasing any product or services from, any other person.
- 20.12 **Counterparts:** These Terms may be executed in any number of counterparts (including by electronic signature or by email exchange of .pdf copies) which together will constitute the one instrument.

PART H: DICTIONARY

Part H sets out a Dictionary, to define the capitalised terms used in these Terms.

21. Definitions

Amount Owning means any amount owed by you to us, from time to time, including the Fees, any applicable amounts referred to in clause 6, any interest payable by you, your liability under these Terms and any enforcement costs incurred by us in seeking payment of any Amounts Owning by you.

Booking means an engagement for Services that you submit to us and we approve, in accordance with clause 2.

Business Day means Monday to Friday, excluding public holidays in New Zealand.

Confidential Information means all information that could be reasonably regarded in the circumstances as confidential, including information which relates to the business, interests or affairs of a party, the terms of use, the Services (as applicable), and intellectual property rights, but excludes information which is:

- in the public domain, other than as a result of a breach of these Terms;
- in the possession of a party prior to the commencement of these Terms without any obligation of confidentiality; and
- is independently developed or acquired by a party prior to the commencement of these Terms without relying on information which would itself be Confidential Information.

Guarantor means that person (or persons), or entity, who agrees to be liable for the debts of yours on a principal debtor basis.

Insolvency Event means, in relation to you, any of the following steps has occurred (or we have reasonable grounds to believe that any of these steps is likely to occur):

- the primary, or all, of your business activities is suspended or ceases;
- the presentation of an application for your liquidation;
- the making of any compromise, proposal or deed of arrangement with all or some of your creditors;
- the appointment of a liquidator, receiver, statutory manager, or similar official;
- your suspension or threatened suspension of the payment of your debts as they fall due;
- the enforcement of any security against the whole or a substantial part of your assets;
- if you are an individual, anything having a similar effect to any of the events specified above happens in relation to you; or
- any other insolvency event or proceedings analogous to any of the foregoing occurs in any relevant jurisdiction,

in each case, unless it takes place as part of a solvent reconstruction, amalgamation, merger or consolidation.

Personal Information has the meaning given to that term in the Privacy Act 2020.

Fees means the Fees payable, in accordance with clause 6.1.

Regulator means any authority, commission, government department, court, tribunal, or similar having regulatory or supervisory authority over the parties or any of the Services.

Related Company has the meaning given to it in the Companies Act 1993, read as if a reference to company was a reference to any body corporate of a jurisdiction.

Representatives means directors, officers, employees, agents and contractors of the relevant party.

Services means any services supplied by us to you at any time.

Specific Terms means the terms (if any) that are included in Part I to these Terms.

Terms means these Terms of Trade (including any Specific Terms outlined in Part I), as may be amended from time to time, each Booking and any additional terms expressly agreed in accordance with clause 1.2 (if applicable).

We or us means the supplier of Services, Ocean Hills Detox & Rehabilitation Limited.

You or your means the customer purchasing Services from us.

22. Interpretation

22.1 In these Terms, unless the context otherwise requires:

- headings are for convenience only and do not affect interpretation;
- a reference to legislation includes all regulations, orders, instruments, codes, guidelines or determinations issued under that legislation or any modification, consolidation, amendment, re-enactment, replacement or codification of it;
- a reference to "in writing" includes by email and a reference to "agree" or "agreement" or "notice" or "approval" means an agreement, notice or approval (as applicable) in writing;
- the words "include" or "including", or similar expressions, are to be construed without limitation;
- a reference to a party to includes that party's successors and permitted assigns and substitutes; and
- a word importing the singular includes the plural and vice versa.

PART I: SPECIFIC TERMS

Part I details any specific terms that apply to your Booking of Services.

23. Your acknowledgments

- 23.1 You acknowledge and accept that:
- the supply of Services shall not take effect until you have electronically signed the Letter of Engagement and paid the required deposit for Fees to us;
 - we reserve the right to collect, use or disclose your 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 you;
 - you agree to provide us with a full medical history and advise any medications you are currently taking along with any known allergies or medications known to cause an adverse reaction;
 - while we can give an indication of expected outcomes, you acknowledge that individual results may differ from the expected results;
 - you shall become acquainted with our schedules, expectations and resident rules on arrival;
 - we will not be held liable for:
 - any psychological episodes that you may experience during and/or after provision of the Services; or
 - any injury, costs, or losses you may incur from any unexpected complications arising from the provision of Services that necessitate prolonged therapy or medications.

24. Emergencies and emergency contacts

24.1 You must provide us with the names and addresses of a minimum of one responsible person over the age of 18 years in case of an emergency or illness. When contacted by us, the responsible person authorised by you, must go immediately to us to collect you in the case of an emergency or illness.

24.2 Whilst every reasonable effort shall be made by us to contact your responsible person (emergency contacts), in the event of an accident or emergency, you hereby give authority to us, to authorise the administration of medication, transportation to hospital and administration of treatment as is recommended by your doctor, any attending doctor, ambulance officer, police or government officer. You will be responsible for any costs incurred as a result of transportation or treatment.

25. Medication

25.1 Where you require administration of medication, you will request a script from your GP for the duration of your stay at Ocean Hills to be sent to our designated pharmacy. All regular medication will be packaged in blister packs.

25.2 As required medication brought by you will be in its original container with the prescriber's information on the label, provide written instructions from a medical practitioner for the administration of non-prescription medication, and provide our staff with the doctor's name and contact phone number.

25.3 Our staff are not liable for any allergic reaction or injury caused to you by the administration of the medication in accordance with the prescriber's guidelines. Nor will they be responsible for the supply of incorrect medication by you.

25.4 You will notify us of any changes or developments in your medical history.