

# Palladium Private

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MAKE THE CHANGE FOR GOOD

## Terms and Conditions

Current as of October 2023

Please take time to read these terms and conditions governing the services provided by Palladium Private. All program reservations made at Palladium Private are made subject to these terms and conditions. Reservations may also be governed by, and subject to, additional terms, such as site policies, which are applicable to individual guests as discussed separately and presented prior to commencement of the program.

By making a reservation with Palladium Private, you agree to accept, without limitation or criterion, all terms and conditions of use. These conditions cannot be accepted on behalf of another person. The person attending the retreat must accept the conditions in full. No person other than the person engaging in the program will be deemed to have accepted these terms and conditions.

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### Definitions

**Admission Form** means the admission form and questionnaire and any ancillary documents to be completed by the Client during the process of making a Booking;

**Booking**, in respect of a Client, means a booking to use or participate in a Program and/or attend at the Retreat;

**Business** means the business operated by Palladium and includes the Site, Programs, Retreat and Intellectual Property;

**Confidential Information** means any information, whether recorded in writing or otherwise, in respect of the Programs, the Retreat, the Intellectual Property and these Terms & Conditions and, where the circumstances require, other clients and guests;

**Client** means the person or entity that uses or participates in the Site and/or a Program and/or the Retreat;

**Client Data** means any information and material provided by on or behalf of a Client including without limitation names, contact details, medical information and Program details but excluding any such information or material prepared or developed by Palladium;

**Fee** means the fee payable for the use of or participation in a Program or attendance at the Retreat as specified in the admission form completed for a client;

**Palladium** means Palladium Healthcare Pty Limited ACN 633 328 952;

**Force Majeure** means delay or inability to perform caused by war, whether declared or not, insurrections, strikes, lockouts or other industrial disturbance, inability to obtain materials, unavailability of equipment, virus or other widespread health disturbance, , storm or other severe action of the elements, accidents, government or statutory restrictions or from other causes whether like or unlike the foregoing which are unavoidable or beyond the reasonable control of either party including any form of technological failure or the actions of third parties but shall not include, for the avoidance of doubt, a lack of funds or the unserviceability of plant and equipment (for any reason);

**Policy** or **Policies** means any policies or rules created and imposed by Palladium.

**Programs** means the programs delivered to clients suffering from mental health conditions and/or seeking personal development as taught and delivered by Palladium, either residentially or non-residentially and its duly authorised representatives;

**Retreat** means the retreat located at 67 McCarthy Rd Maleny, Queensland, Australia, or any other location as decided by Palladium;

**Site** means the websites associated with the Palladium.

## Interpretation

In these Terms & Conditions, unless inconsistent with the context or subject matter:

- a reference to a person includes any other legal entity;
- a reference to a legal entity includes a person;
- words importing the singular number include the plural number;
- words importing the plural number include the singular number;
- the masculine gender must be read as also importing the feminine or neuter gender;
- a reference to a party includes the party's heirs, executors, successors and permitted assigns;
- headings are for reference purposes only and must not be used in interpretation;
- where any word or phrase is given a defined meaning any other part of speech or other grammatical form concerning the word or phrase has a corresponding meaning;
- a reference to a statute includes all regulations and subordinate legislation and amendments;
- references to writing include any mode of representing or reproducing words in tangible and permanently visible form, and includes e-mail and fax;
- a reference to a monetary amount is a reference to an Australian currency amount;
- an obligation of two or more parties binds them jointly and each of them severally;
- an obligation incurred in favour of two or more parties is enforceable by them severally;
- references to time are to local time in Queensland;
- where time is to be reckoned from a day or event, the day or the day of the event must be excluded;
- a reference to a business day means any day on which trading banks are open for business in Queensland;
- if any time period specified in these Terms & Conditions expires on a day which is not a business day, the period shall expire at the end of the next business day;
- a reference to a month means a calendar month.

## Enquiries and Bookings

All enquiries and Bookings must be made directly through Palladium. The Client must not use an enquiry, admission form, Booking, the Programs or the Retreat to:

- do or omit to do anything which is a breach of or inconsistent with these Terms & Conditions and any Policy as well as any applicable laws;
- impersonate or otherwise misrepresent the Client's identity or affiliation with any other person or entity;
- attempt to gain unauthorised access to the Programs or Retreat through any means;
- commit forgery (or attempted forgery), harass any individual, or harm minors in any way;
- contravene or breach any applicable state, Commonwealth or international law, convention or regulation.

The Client acknowledges and agrees that the Client must not:

- use Programs or Retreat for any purpose other than the purpose for which it was designed and intended;
- commit or permit any act which may interfere with the use of the Programs or Retreat by any other user;
- damage or modify the Programs or Retreat or any part thereof;
- copy, republish, sell, distribute, licence or sublicense the Programs or Retreat or any content within the Programs or Retreat or any part thereof; or
- modify, alter, adapt, decompile or amend the Programs or Retreat or any content within them or any part thereof in any way.
- Palladium reserves the full and exclusive right to remove any offending or inappropriate material or persons from the Programs or Retreat without notice.
- Without limiting any other clause, the Client will indemnify Palladium against any loss, damage or liability arising from or connected to the unauthorised use of the Programs or Retreat by the Client or any breach by the Client or of any of the matters set out in this clause.

## Making a Bookings

The Client must be legally able to form binding contracts to make a Booking. This means the Client must not enquire about or make or attempt to make a Booking or use or participate in a Program or the Retreat if the Client is under 18 years of age, lacking in capacity, an undischarged bankrupt, or under any type of insolvency, administration or other insolvency event.

The Client must not use false or misleading information in enquiring about or making a Booking and the Client must update the Client's details should they change at any point during the admission or program delivery.

In order to make and confirm a Booking, the Client must:

1. Identify a suitable Program with the assistance of the Palladium admissions consultant and Clinical Lead;
2. Carefully read the Admission Form, these Admission Terms & Conditions, and the Policies and Program documents;
3. Complete all Admission Forms;
4. Secure the Program start date by paying the Deposit as specified on the Admission Form;
5. Receive a pre-Program confirmation call from a Palladium staff member.
6. Secure the Program by paying the balance of the Fee associated with the Booking prior to commencement date as set out in the Admission Form;
7. Attend a scheduled 'Orientation' on arrival.

If the Client wishes to amend their Booking, the Client must notify Palladium in writing. The Client acknowledges that changes to the Program or the Commencement Date may result in a forfeit of part of the Fee or an increase in the Fee.

## Payments, Rates and Charges

Payments may be made by Visa, Mastercard, American Express, PayPal, or Direct Bank Transfer (allow five days transaction time).

A non-refundable card surcharge will apply to payments made by Visa, Mastercard, American Express. The surcharge applied to these cards may vary and is displayed at the time payment for the booking is to be made.

The currency applicable to any quoted rates will be specified in AUD with the quoted rate for the specified booking and therapy programs. All quoted rates are subject to change at any time until full payment is received.

Quoted rates are inclusive of all compulsory government or regulatory charges and taxes (for example GST) where applicable.

Quoted rates do not include flights, transfers, additional items of a personal or specific nature unless otherwise indicated and approved at the time of booking.

Quoted rates are based on specific information collected through the admission process. Changes to this information may result in changes to the quote.

## Additional Costs

Not included in the Program costing are blood tests, any pharmaceuticals, or in-patient admission deemed necessary or other treating doctor fees during inpatient admission.

Should acute health needs be identified that require admission to a hospital for treatment, additional treating doctor fees will be incurred and will be the responsibility of the Client.

Incidental and or additional services and expenses including, but not limited to, additional requested therapies, telephone charges, shopping items, supplements and pharmaceuticals is to be paid by the client prior to delivery.

## Refund and Cancellations

If the Client wishes to cancel their Booking, the refund policy is as follows:

- In the event the Client has advised Palladium in writing of the cancellation of their Booking prior to the planned commencement date, and the Client has not arrived at

the Retreat Palladium will refund 80% of the Fee paid to date less any and all direct costs as detailed and incurred by Palladium.

- o Once the Client has arrived at the Retreat, and completed the Orientation for the Program, their Program is deemed to have commenced. In the event that the Client wishes to terminate the program after the Orientation, a 100% cancellation fee will be charged.

At the discretion of Palladium Private, any cancellation fees may be reviewed for a contribution towards a future support or refund. Palladium Private reserves all rights in respect of any refunds or cancellations in accordance with its cancellations policy.

## Facilities and Services

Whilst care is taken to ensure that the description of our facilities and services is accurate, these are continually being changed, upgraded, and on occasion, taken out of service. If any feature or facility is essential to you in choosing a particular package, it is your responsibility to confirm prior to making your reservation that the feature or facility will be available during your stay or use of the services.

To the extent permitted by law, Palladium Private is not liable for omissions, errors or changes to the facilities and services at a property, whether temporary or permanent.

Accommodation facilities listed may not apply to all room types.

## Releases and Indemnity

Any monies or other valuables or goods that belong to you, brought in or on to the room, grounds or car park remain your responsibility and we are not responsible for their safekeeping.

To the extent permitted by law, you agree to release and hold harmless Palladium Private and its current and former officers, employees and agents against and from all expenses, costs, liabilities, claims, actions, proceedings, damages, judgments and losses of any kind whatsoever (including consequential and economic losses, property loss/damage and damage for injury, including personal injury and death) arising out of, caused by, attributable to or resulting from your reservation or your stay at Palladium Private a for any reason whatsoever.

You agree that regardless of your length of stay there is no tenancy or other proprietary rights created under any laws.

We grant you a licence to stay in and/or use the facilities in our residence and we reserve the right to terminate the licence at any time.

## Warranties

Palladium does not warrant that:

- The Programs and Retreat will provide any function for which they are not specifically designed;
- The Programs and Retreat will provide any minimum level of performance;
- The Programs will be virus free or free of performance anomalies or be operational without interruption;
- The Programs and Retreat will assist or cure any particular Client or issue.
- The Client warrants to Palladium that at the time of making an enquiry or Booking, the Client was not relying on any representation made by Palladium, except as expressly provided to the contrary, and to the extent permitted by law.
- Palladium makes no representations or warranties of any kind, express or implied as to the operation of the Client's access to or the results of the Client's access to any Program or the Retreat or the correctness, accuracy, timeliness, or completeness or reliability of the information, content, materials or products in them.

## Disclaimer

The Client acknowledges that:

- To the extent permitted by law, the Programs and Retreat are provided by Palladium on an "as is" basis without any express or implied warranty of any kind;
- Palladium may change any of the material in the Programs or Retreat at any time without notice;
- Palladium engages, employs and/or contracts staff to delivery and/or facilitate our Programs on a case by case basis. Palladium employs registered psychologists, psychotherapists, counsellors and other therapists, that are contracted to deliver aspects of the Programs;
- The Client accepts all risks and responsibility for all loss, damage, costs and other consequences resulting from the Client's use of the Programs or attendance at the Retreat or the material on or accessible through the Programs or Retreat



## Limitation of Liability

Where the law implies into these Terms & Conditions any term, condition or warranty, and those laws avoid or prohibit provisions in a contract excluding or modifying them, then the term, condition or warranty shall be deemed to be included in these Terms & Conditions provided that the liability of Palladium, its officers, directors, employees, agents and related bodies corporate for a breach of any such term, condition or warranty, including any economic or consequential loss which the Client may sustain shall be limited, at the option of Palladium, to:

- in the case of services, the supply of the services again, or the payment of having the services resupplied; or
- in the case of goods, the replacement or repair of the goods, the supply of equivalent goods, or the payment of the costs of replacing or repairing the goods or acquiring equivalent goods.

The Client releases Palladium and its officers, directors, employees, agents or related bodies corporate from its liability for any loss or damage including without limitation, losses or damages for loss of profits, business interruption, loss of information, indirect, special, punitive or consequential losses or damages arising out of the use or inability to use or reliance on the material or information available on or accessible through the Programs or the Retreat, even if Palladium has been advised of the likelihood of such damages and whether or not caused by any negligent act or omission.

The Client releases Palladium from any loss or damage (including indirect, special or consequential loss or damage) arising from the use of, or reliance on, the Business or any part of it, whether or not caused by any negligent act or omission including but not limited to:

- the Client's reliance on the Business or any part of it;
- the statements or actions of any employee or agent of Palladium;
- any statements or actions of any other client or guest;
- any information that is sent or received or not sent or received;
- the Client's fraudulent, negligent or otherwise unlawful behaviour;
- information, data or other material provided to Palladium by the Client or on the Client's behalf;
- any delay or interruption of the Business or any part of it;
- any loss or damages in relation to the supply of services on or in relation to Business or any part of it.

## Indemnity

The Client agrees to indemnify and hold harmless Palladium, and its officers, directors, shareholders, employees, consultants, agents, and related bodies corporate from and against all losses, damages, expenses and costs (including solicitor client costs on a full indemnity basis) and all third-party claims, liability, losses, damages, expenses and costs arising from any claim, demand, suit, action or proceeding by any person against any of those indemnified in relation to or in connection with the Client's use of the Programs or attendance at the Retreat or the Client's failure to comply with these Terms & Conditions, or any of the Policies or from the Client's violation of any applicable law.

## Force Majeure

If either party is rendered unable, wholly or in part, by Force Majeure to carry out or observe any of its obligations under these Terms & Conditions, it shall give to the other party prompt written notice providing full details of the Force Majeure.

The obligations of the parties under these Terms & Conditions, to the extent affected by Force Majeure, will be suspended and no claim by either of the parties against the other party will avail by reason of such Force Majeure provided that the party giving such notice must, to the extent practicable, take all reasonable steps to remove or otherwise recover from the Force Majeure as soon as possible. Such reasonable steps will not require the notifying party to settle any reasons for Force Majeure on unfavourable terms.

## Privacy

Palladium is committed to maintaining the privacy and confidentiality of Client Data and personal information and believes that the responsible use of personal information collected is critical to its business objectives and reputation.

Palladium has a Privacy Policy which is available on our website. Such Privacy Policy forms part of these Terms & Conditions.

In addition to the Palladium Privacy Policy, the following applies to any Client Data:

- the Client authorises Palladium to use, store or otherwise process any information including Client Data and personal information which relates to and/or identifies the Client or its consultants, employees, agents, officers and advisers, including, but not limited to, name,

email address, postal address, medical professional details and medical records ('the Personal Information'), to the extent reasonably necessary for the provision of the Program or Retreat by Palladium, its successors (including the purchaser of the whole or part of our business), associates, sub-contractors or other third parties including for gathering statistical and demographic information;

- the Client must ensure that all Personal Information provided to Palladium and that all admission details (where applicable) contain the correct name, address, e-mail address and other requested details;
- the Client agrees to the processing and disclosure of the Personal Information for the purpose of Palladium providing and administering the Business;
- Palladium will not sell, assign, lease or otherwise dispose of any Personal Information to a third party for merely commercial gain.

## Termination

Without limiting the generality of any other provision in these Terms & Conditions, Palladium may terminate these Terms & Conditions and/or a Client's use of or access to the Programs or Retreat immediately if the Client breaches any provision of these Terms & Conditions and seven (7) days has lapsed since the Client was served with a written notice that states how the breach can be remedied and the breach has not been remedied.

Palladium may, by written notice to the Client, immediately terminate these Terms & Conditions:

- in the event of the other party's insolvency, receivership, or bankruptcy, assignment for the benefit of creditors, or where any substantial part of its property is, or becomes, subject to any lien, levy, seizure assignment of sale for or by any creditor to governmental agency without being released or satisfied within ten days; or
- if the other party ceases or threatens to cease conducting itself in an acceptable manner as determined by Palladium in its absolute discretion.

In addition to the rights set out above, these Terms & Conditions may be terminated by written agreement of both parties.

The rights and remedies of each party contained in this clause are in addition to any other rights and remedies by law or under these Terms & Conditions.

On termination:

- all Fee payments remain the property of Palladium and the Client may make no claim in respect of such payments;
- Palladium will cease to provide access to and use of the Programs or Retreat (as the case may be); and
- the Client shall have no further rights to use the Programs or Retreat (as the case may be).
- Any rights which may have accrued to either party shall be unaffected.
- All rights contained in these Terms & Conditions which are capable of doing so shall survive the expiration or termination of these Terms & Conditions.

## General Provisions

Palladium may from time to time amend, update, or change the Programs or the Retreat, including these Terms & Conditions and any Policies, without prior notice.

These Terms & Conditions together with the Client's Admission Form and our Policies constitute the entire agreement between the Client and Palladium with respect to the Program and the Retreat and the Client's Booking, and shall replace all prior or contemporaneous understandings or agreements, written or oral, regarding the Program or Retreat or Booking.

No oral explanation or information provided by a party to another affects the meaning or interpretation of these Terms & Conditions or constitutes any collateral agreement, warranty or understanding.

If any provision of these Terms & Conditions is found to be invalid or unenforceable, that provision shall be enforced to the maximum extent possible and will be deemed deleted to the extent that it is not enforceable, and the remaining provisions of the Terms & Conditions shall remain in full force and effect.

The failure by Palladium to insist upon or enforce strict performance of any of these Terms & Conditions will not be construed as a waiver of any right or remedy of Palladium in respect of any existing or subsequent breach of these Terms & Conditions.

No waiver by a party of a provision of these Terms & Conditions is binding unless made in writing. The law of Queensland, Australia govern these Terms & Conditions. The Client hereby consent and submit to the non-exclusive jurisdiction and venue of the Courts of the State of Queensland and the Commonwealth of Australia for any cause of action relating to or arising under these Terms & Conditions.

Where possible, the obligations of the parties under these Terms & Conditions will indefinitely survive the finalisation or discontinuance of the parties dealings.

These Terms & Conditions shall be for the benefit of and binding upon the parties and their heirs, executors, successors and permitted assigns.

The parties must execute and deliver all documents and must do all things as are necessary for the complete performance of their respective obligations under these Terms & Conditions.

The rights and remedies of a party to these Terms & Conditions are in addition to the rights or remedies conferred on the party at law or in equity.

The contra proferentem rule and other rules of construction will not apply to disadvantage a party whether that party put the clause forward, was responsible for drafting all or part of it or would otherwise benefit from it.

Any notice or demand in writing required to be given by Palladium to the Client shall be sufficiently served if served personally or by pre-paid mail to the Client's address or sent in electronic form by email to the Client's email address. The Client consents to receipt of notices by electronic means.

The parties consent (in accordance with sections 11 and 12 of the Electronic Transactions (Queensland) Act 2001) to all correspondence in relation to this matter, including notices, contracts and information being given by electronic communication. For the avoidance of doubt this includes the Client consenting to receipt of the Admission Form, Admission Terms & Conditions, Privacy Policy, Policies and any other document issued by Palladium from time to time by electronic communication. In addition, the parties agree that the Admission Form may be executed in any number of counterparts and when executed communication of the fact of execution to the other parties may be made by sending evidence of execution by fax or email.

## General

These terms and conditions are governed by and will be construed in accordance with the laws of the State of Queensland, Australia.

Nothing in these terms and conditions affect any rights you may have and which by law cannot be excluded, including under the *Competition and Consumer Act 2010* (Cth) and under State and Territory consumer protection legislation.