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General Terms

Applicable to
General terms apply to all RWS clients.

Definitions
The use of the term 'you' or 'your' means the 'client' of RWS. The terms may be used interchangeably in this document.
'RWS' – means all employees, consultants, and contractors of the company RWS at the time you were utilising our services.

Client Obligations
The client agrees to have the appropriate insurances, current and in place. The client agrees to communicate promptly, and all major direction should be provided in writing. The client agrees to pay all invoices by the due date.

RWS Obligations

RWS **Head Office:** Level 1, 539 Riversdale Road, Camberwell Vic 3124 **ABN:** 67 928 694 600
T: 1300 073 239 **F:** 03 8677 6966 **E:** admin@roomswithstyle.com.au **W:** roomswithstyle.com.au

RWS will provide services in a proper and professional manner and exercise appropriate care, skill, and due diligence.

RWS will act in compliance with the reasonable direction of a client.

RWS agrees to have appropriate insurance current and in place.

The Agreement (Scope of works)
Scopes of work issued is the entire agreement between RWS and the Client; all prior agreements, promises or representations being merged herein. This agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of Victoria. The agreement is valid for 30 days from the date of issue.

Advisory Service
Services provided by RWS are advisory in nature. The client bears total responsibility for the use and implementation of these services in their business. In the event of services provided by RWS being defective, RWS will take reasonable steps to achieve an acceptable standard by the provision of replacement services, however, RWS will not be liable for losses suffered.

Cancelled Appointments
4 hours' notice (by email or verbally given via a phone call) must be provided for cancellations to appointments scheduled onsite at your practice. If you cancel without giving this required notice period, a 1-hour cancellation fee will automatically apply per cancellation. This fee will be charged at your current hourly rate on your next invoice payable.

Appointment fees
If car parking fees occur whilst we are onsite at your practice, they will be passed on to you for payment.

Clients are charged travel time to and from appointments that are onsite at your practice. This will be charged at 1:1.

Communication
All notices and consents required or permitted to be given under this Agreement shall be in writing (may be email or text). The consultant agrees to communicate regularly and thoroughly with the client. The client agrees to respond promptly to all correspondence.

Confidentiality
Documents provided by RWS are confidential and cannot be used, disclosed or duplicated except within your own practice. Both parties will act in accordance with privacy law (Commonwealth Privacy Act (1998) & Privacy Amendment (Private Sector) Act (2000) and Victorian Health Records Act (2001).

RWS occasionally uses AI-powered dictation tools to record and transcribe notes during client meetings. These recordings are strictly used for in-house purposes and are not passed on to any other parties.

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The Client's practice processes and documentation are treated with discretion, however, some practice material that is generic in nature or is in the public and/or referrer domain may be shown as examples to other RWS clients. Care is taken to ensure any person who views such materials is not a direct competitor.

If certain information is highly confidential you are asked to inform us of this in writing. In this case, we highlight this on your client profile, so all RWS team members are aware.

Patient Confidentiality
For services that involve remote access to the Client's practice management or accounting software, the Client is responsible for providing access to RWS to the relevant software. RWS services that require remote access can include Practice Set-Up & Management, Virtual Reception, Temporary Telephone Diversion (TTD), Practice Financials, Practice Health Check, and Staff & Doctor Training. The Client is responsible for disabling RWS access when the contracted service is complete or the Client concludes with RWS.

The Client's patient's details are kept confidential as per privacy legislation requirements pertaining to the confidentiality of patient health records as advertised in the Client's relevant state or territory:

- New South Wales: Health Records and Information Privacy Act 2002 (NSW) (HRIP Act)
- Queensland: Information Privacy Act 2009
- Victoria: Privacy and Data Protection Act 2014 (Vic) (PDP Act)
- South Australia: Information Privacy Principles Instruction
- Western Australia: Privacy and Responsible Information Sharing Act 2024 (PRIS Act)

For Client's that engage with services that require RWS access to the Client's patient information or data, please be aware that email and SMS may be used by RWS to communicate relevant patient information and data with:

- the Client,
- the Client's patients,
- relevant health team members, clinics, and hospitals,
- health insurance entities (such as Medicare, DVA, and private health insurers).

The Client agrees to the use of these modalities and understands this communication methods are not encrypted.

Consultation Meetings
It is not permissible for clients or attendees to film/record RWS training sessions or consultation presentations for privacy reasons. This includes images taken of the presentation slides. Training and associated materials remain the property of RWS at all times and may not be forwarded to 3rd parties.

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Consultants and Staff Appointed
RWS will appoint suitable consultants and staff to action your priorities. Consultants and staff may change from time-to-time. For Virtual Reception clients, RWS endeavours to appoint two staff to manage software tasks.

RWS Newsletter
Email addresses resulting from enquiries to RWS will automatically be added to our newsletter database – this entitles the recipient to receive relevant, practice management updates. If you do not wish to receive the RWS newsletter, you may choose to opt-out of the first edition received.

Price Increases
We review our prices annually and will keep you informed of any increase in charges. If a previous client holds credit with RWS and returns to redeem it after a price increase, the credit will be applied at the current rates. This means the value of the credit will be adjusted to reflect the updated pricing at the time of use.

Refunds
Following acceptance of the scope of work and receipt of payment, all fees are non-refundable in the event the Client elects not to proceed for any reason.

Third-Party Suppliers and Services
In the instance that RWS engages a third-party supplier, the Client will be advised of the additional cost of the service prior to its implementation/engagement.

If a third-party consultant or service is approved by the Client, these charges are fully payable by the Client. In most cases, RWS will add these charges to the Client's monthly invoice. In some instances (e.g. Land Surveyors, signage, and Traffic Consultants) will be invoiced directly from the third-party supplier.

When required, RWS will engage the services of Industrial Relations and Employment Law experts to assist in the resolution of HR concerns at the practice. This only relates to highly complicated concerns that cannot be reasonably resolved without additional legal support. This advice is charged at a higher rate, to be discussed at the time of engagement.

The Client acknowledges that RWS is not responsible for the performance, conduct or advice of third-party providers.

At the discretion of RWS, there may be occasions where certain Service Provider(s) used may be charged a Marketing Contribution Fee. This is a contribution towards RWS office and marketing costs. This fee is payable by the third-party supplier.

Working with RWS Competitors
Where a client requests we collaborate with, or provide services alongside, a competitor or similar service provider, this must be disclosed in writing prior to the commencement of any such arrangement. We reserve the right to assess the scope and nature of the engagement and may

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decline or place conditions on the arrangement to protect our intellectual property, service model, and professional integrity.

Dispute Resolution
If a dispute arises between the parties in connection with this Agreement, the parties undertake in good faith to use all reasonable endeavours to settle the dispute. If the dispute is unable to be settled, the parties agree to refer the matter to mediation.

Disclaimer
The content of our website is intended only to provide a general overview. It is not intended to be comprehensive nor does it constitute legal advice. RWS attempts to ensure that the content is current however we do not guarantee its currency. You should seek legal/professional advice before acting or relying on any of the content.

RWS are not lawyers. From time to time RWS clients request documents such as a Memorandum of Understanding to be created or leases to be reviewed. RWS always advise our clients that the Client's legal representative should also review such documentation.

Client's logos will be shown on the home page of the RWS website alongside other clients. Should a client specify that they would like to remain anonymous, their logo would not be displayed and this request would be communicated throughout the team.

Specific Terms – Virtual Practice Management (VPM)

Applicable to
These terms apply to all VPM (Virtual Practice Management) clients.

Services Available to VPM Clients
VPM clients may benefit from the following services subject to available hours:

- Referrer Marketing
- Online Presence Management
- Branding & Stationery
- Staff & HR Management
- Practice Set-Up & Management
- Practice Financials
- Copywriting
- Medical Podcasts
- Website Additions (For pre-existing sites. WordPress sites only)
- Practice Policies & Procedures
- Temporary Telephone Diversion (TTD)
- Staff & Doctor Training

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- CPD Events
- Payroll

Services not included: Website construction, Videography, Photography, Recruitment, Architecture, Interior Design and Virtual Reception.

Altering Your VPM Package Size
Within the first three (3) months of service your VPM package size can increase subject to RWS availability, however it cannot decrease.

After the first three months of the VPM service have been completed, the client may increase or decrease their VPM allotment of hours per month. The opportunity to increase hours is subject to availability as determined by RWS.

Pricing
Pricing is discussed before clients begin the VPM service. A formal scope of works, that the client must accept, is provided to you with all fees and pricing structures disclosed.

Pricing for items is task-weighted and not all time-driven. Some tasks are at 1:1, and others are at 1.3-1.5:1. Examples include recruitment 1:1, general HR 1:1.25, complex HR 1:1.5, creation of medical podcasts 1:1, calls 0.25 hours (flat-rate, includes client calls, referrer marketing calls, transitional marketing calls), databases 1:0.5 (i.e. 1 hour of work will be charged as 0.5 hours), mail-outs 1.5 hours. Mentoring and other tasks with Caroline Chaplin are charged at 1:2 hours.

When more than one RWS staff attends a meeting, the client is charged in full (time-based) for the first RWS staff in attendance and half the time for the second RWS staff in attendance. There is no time charged for any additional RWS staff in attendance.

VPM is a time-based service. Time may be allocated to work completed directly for the client, as well as time spent managing the client's account. This includes emails, telephone calls, meetings, internal discussions, practice updates, review of information, administrative follow-up, and other work reasonably required to progress or manage the client's VPM services.

Invoicing
Upon acceptance of the Scope of Works from RWS, the client will be issued an invoice for the first monthly payment. Work will commence on receipt of the first payment. RWS invoices are issued at the end of each month from there on in. Client work is recorded, and a full breakdown of work completed is provided within a few days of receiving your invoice.

In each month when allotted VPM hours are exceeded (+30% range). RWS will discuss with you the option to (1) increase your package (2) invoice for hours utilised or in some cases (3) provide the opportunity to roll over excess hours into the following month. This largely depends on how often this situation is occurring and hence we will endeavour to reach you for discussion to work out what action is best for both parties and determine what package size is best moving forward.

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If hours completed in a month mean you are entitled to a lower package rate per hour, this will be applied (e.g. you signed up for 10 hours but 20 were completed in the month).

Where VPM hours fall below (within a 30% range) of those hours agreed to in this scope, RWS will discuss the options to either decrease the hourly package, invoice in full for the month or in some cases, the opportunity to roll over the hours into the following month.

In the situation where the client is not responding to emails and work is not able to progress, a minimum administration charge applies on all VPM packages of two (2) hours per month. This charge allows clients to keep their VPM account open and caters for the administration time required to follow up.

The hourly rate for VPM services is dependent on the package of hours agreed upon in the Scope of Works.

RWS reviews prices annually and reserves the right to increase prices at the time. Price increases will be indicated to relevant clients.

RWS aims to maintain continuity in VPM services and does not generally offer 'on hold' arrangements. In rare and exceptional circumstances, RWS management may consider a temporary pause at its discretion. If approved, RWS will outline the conditions and duration of the pause, which must be agreed to in writing before commencement. Please note that approval is not guaranteed, and requests will be assessed on a case-by-case basis.

A late fee of 5% of the total fee owing may apply for invoices not paid within 30 days. RWS reserves the right to cease client accounts if there are outstanding invoices.

Minimum term and termination of VPM contract
For clients, the initial term for Virtual Practice Management (VPM) is 90 days. After that, the notice period becomes 30 days. This notice is required in writing. Clients will still be invoiced for their monthly VPM allotment if their last 30 days aren't utilised in full.

If clients do not use their allocated hours within the initial 90-day period, they are granted a grace period of a further 90 days to use the unused hours. Any unused hours beyond this grace period will expire and cannot be carried forward or refunded.

If clients wish to reduce their VPM hours after their first 3 months, a notice period of 30 days should be given in writing.

RWS reserves the right to terminate any VPM agreement without notice.

Cancellation within the first 3 months
If the client cancels the VPM service within three months of commencement, the client will be liable for a cancellation fee. The cancellation fee will be determined on a case-by-case basis.

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Upon cancellation and once your outstanding account has been settled, RWS will return all graphic design materials created during the term of the agreement if requested. Please note you will need the Adobe program to open the files. RWS reserves the right to discard of any printed graphic design materials after six months of a client leaving RWS.

Medical databases remain the property of RWS. Should a list of practices we contacted be requested, it will only include the names of the practices contacted & the individual doctor's name (not the full database of contact details etc). Any diaries used to book referrer appointments will be made available to clients for reference to the date of the last appointment booked by RWS.

Additional costs that can apply depending on the services provided
These can include printing, postage, and catering. If we recommend and you engage a 3rd party consultant, they will invoice you directly. In the instance that a clinic or the client cancels a referrer appointment in the 10 hours leading up to the appointment, the client must pay the catering fee (if RWS is unable to cancel the catering).

Practice updates
From time to time, VPM clients may receive relevant practice updates, including administrative, compliance, or operational changes that may affect their practice. While most practice updates are provided as a courtesy, RWS reserves the right to charge time where an update contains essential advice relevant to the client's practice or requires detailed review, explanation, or implementation. In this case, 15-minutes would be allocated to the client's account.

Commencement of work
RWS will commence work once your first invoice is paid in full.

Contract Policy
RWS does not provide editable contracts to clients. This is for several reasons:

1. Legal contracts provided by RWS have been drawn up by legal professionals, any changes/edits can make this contract invalid.
2. Any changes to contracts under the "RWS Banner" may expose RWS.
3. The client is protected. Small changes to contracts can have huge impacts on doctors legally and financially.

Clients can add addenda to the contract (that are separate) if they feel this is appropriate. RWS cautions that this is to be handled by an appropriate professional. RWS does not accept any liability for contracts added to or created without RWS' knowledge or review.

Referrer Marketing

Appointments

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When making appointments for clients to see referrers, from time-to-time clinics forget, change or cancel appointments at short notice. RWS is not liable for the cost of any expenses incurred by the client because of this, as we cannot control this happening.

At an appointment that has been booked by RWS, the client is completely responsible for the success of the appointment. RWS cannot guarantee the number of practitioners who will attend or whether they will decide to refer to the visiting specialist.

The client is responsible for supplying RWS with numerous timeslots for referrer visits, at times that suit clinics. Offering RWS limited timeslots will reduce the client's opportunity to see the referrers and therefore the chance of referrals.

Databases
When undertaking referrer marketing, RWS uses a database of doctors or Allied Health practitioners to contact on the Client's behalf. This database remains the property of RWS and will not be provided to the client for personal use.

When creating specialist or allied health databases, RWS will charge time to the client for the creation and maintenance of such databases.

If the client requires marketing to an extensive quantity of locations (that exceeds the typical requirements) the client may be charged an additional "data maintenance" fee to cater to this.
All RWS clients may be asked to supply lists of current referrer data. This allows RWS to measure the performance or effectiveness of marketing activities. Data can be provided as an excel spreadsheet file or alternatively by providing RWS access to software. If RWS need to 're-sort' the database ready for an analysis or mail-out to your referrers, time will be charged for this.

RWS create and maintain GP & allied health databases that cover the metro area in each state. The use of these databases for referrer marketing is charged based on volume. Clients requiring outer metro suburbs may be charged a higher rate to procure relevant listings.

Mail-outs
When undertaking a mail-out, RWS prints and provides all stationery required for the mail-out and invoices the client appropriately. Where you have pre-existing printed materials (e.g. brochures or referrer pads) these will need to be provided to the RWS Head Office in Melbourne or other location nominated by the RWS team.

If the client requests that RWS distribute third-party clinical information (e.g. informative content on a condition) on their behalf, it is the client's responsibility to ensure that it is accurate and allowable by the third party (e.g. RACS, GESA).

Copywriting
Copy can usually be written in a 1-2 week turnaround, subject to the amount of copy required.
RWS are not medically qualified and as such our clients are fully responsible for checking and approving the accuracy of text prior to going live online or to print. RWS advises clients to contact

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AHPRA to approve text prior to going live online or to print if the client has any uncertainty surrounding any text written. This is the responsibility of the client.

RWS takes no responsibility for the medical accuracy of copy prepared on the client's behalf (this includes spelling). The copy is always issued to the client prior to uploading to a website or printing for their final sign-off.

Where copy is prepared for an online presence, RWS cannot guarantee the correct translation of medical terminology if Google Translate is applied to the text. RWS advise clients to check all medical texts for accuracy.

Online Listings and Reviews
RWS is not liable for any reviews posted on Google My Business or other review sites, as they are public platforms.

The client is responsible for informing RWS of any changes that are required for any listing websites.

Human Resources

HR Maintenance Package

Pricing & Invoicing
The HR Maintenance Packages are priced per staff member, per month.

The HR Maintenance Packages include four payments per year, invoiced in advance at the start of each quarter.

We offer a reduced price for additional staff members. The Client will not incur extra charges for Fair Work Act updates, standard practice closure notifications, or employee attendance at training sessions enabling RWS to make the price lower for subsequent employees.

For organisations requiring support for more than three staff members, please contact RWS for customised pricing options.

Training
As applicable for level 2 and 3, the staff member must select a training session. All subsequent staff members at the same package level may participate in this training but it must be held at the same time.

For subsequent staff members (at the same HR package level), they will participate in the same session at the same time. A second session will not be offered if the additional staff members are unavailable or if the training has already been completed with the first staff member. Additional trainings may be purchased.

Minimum Contract

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The minimum contract duration is 12 months, however, if a staff member leaves or is terminated the Client will be charged for the last quarter of their employment regardless of the date within the quarter.

When the staff member is replaced, a new contract will begin.

Task Scheduling
The HR consultant will determine the timeline for tasks and will work with the practice to find mutually agreeable times.

RWS require the practice to send through required documentation in a timely fashion and reply to correspondence when requested. If this does not occur RWS reserves the right to charge additional fees at the per hour rate.

Contract Policy
RWS does not provide editable contracts to clients. This is for several reasons:

1. Legal contracts provided by RWS have been drawn up **and updated annually** by legal professionals, any **client** changes/edits can make this contract invalid.
2. Any changes to contracts under the "RWS Banner" may expose RWS.
3. The client is protected. Small changes to contracts can have huge impacts on doctors legally and financially.

HR Policy documents
RWS do not provide HR Policies & Procedures for a client's review if they have not purchased them first.

When a practice has existing HR Policies and wants to ensure they are correct, RWS' procedure is to review these policies and ensure they are compliant, up-to-date and do not have any gaps, to protect the client. RWS then provide recommendations on how to fill these gaps.

All HR and recruitment documents will be issued exclusively in PDF format. This approach ensures that the integrity of these specialist-created documents is maintained. RWS can be liable for any changes made.

Professional Development Program (PDP)
PDP charges are per staff member. The RWS consultant will discuss charges that apply to any additional staff.

Business Mentoring, Personal Mentoring

Mentoring clients are expected to keep appointments made – cancellations must be advised with a minimum of 4 hours' notice or the client may be charged at the discretion of RWS.

Payments for training and mentoring must be upfront for non-VPM clients. If you are a VPM client, the time will be deducted from your account.

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Confidentiality will be adhered to for all conversations held that are personal in nature, however, cases of abuse will be reported as required by law. Business mentoring information will be shared with the RWS team if appropriate to do so.

Clients may be referred to other professionals (business or personal) if deemed appropriate by RWS. The RWS mentor may be substituted in the case of conflicting schedules or illness, etc.

Training

If training is onsite travel and parking will be charged to the client.

Most training modules are suited for 1-3 attendees, larger practices may go over the 1.5 hours. Additional time is charged at the discretion of RWS. The names and email addresses of the attendees must be provided to RWS prior to the date of training.

All training attendees must be current employees of the practice. In the instance of conflicting schedules or illness, another current employee can be substituted if the trainee cannot attend. Training clients are expected to keep appointments made – cancellations must be advised with a minimum of 4 hours' notice. If less than 4 hours' notice is provided, RWS may charge a late cancellation fee of up to 50% of the scheduled training fee, at its discretion.

If there is a cancellation by the client the session may be rescheduled to a mutually, agreeable time. The client has 12 months from the date of invoice to attend the training. Refunds are not issued.

RWS reserves the right to refuse mentoring or training to any client whom RWS deems to be unsuitable or poses a threat.

If clients have cultural issues/requirements that may be compromised by the training and mentoring program it is the responsibility of the client to inform RWS.

It is not permissible for clients to film/record RWS training sessions. Training and associated materials remain the property of RWS at all times and may not be forwarded to 3rd parties.

Podcast/Video/Social Media

The clinical advice and information contained within a podcast/video/social media post/newsletter that is prepared by RWS is the client's responsibility. RWS cannot be held liable or accountable in any way for the content.

All videos and podcasts made belong to the client. RWS reserves the right to showcase these items for advertising purposes. RWS reserves the right to remove any podcast from www.podmd.com.au at any time. Clients must let RWS know if a podcast is no longer relevant or is incorrect so it can be removed.

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Logo, branding and graphic design

Logo Copyright and Trademark
Copyright ownership of the final approved logo artwork will transfer to the client upon full payment. The client may then use, reproduce, modify and apply the logo for their business, branding, and marketing purposes.

Trademark registration is separate from copyright ownership and is optional. If the client chooses to register their logo as a trademark, it is the client's responsibility to undertake and maintain the registration process. Rooms with Style does not conduct trademark searches or register trademarks on behalf of clients unless otherwise agreed in writing.

Printed Artwork

It is the client's responsibility to approve the artwork we create for you in relation to design and copy. Prior to printing, RWS will send the client a proof for final approval. The client must accept the proof in writing and this approval grants RWS permission to proceed with printing. Quantity and stock to be advised by the client.

Upon approving the proof for printing, RWS will not accept any claim for errors caused by the client failing to check the art. Colours on electronic proofs are only a guide to the final colour and some variations may occur. If you require, a printed colour sample can be provided by the printer. Additional charges may apply.

RWS may create in-house marketing materials advertising RWS services that may contain an image of the logo and or stationery created.

Patient registration forms

Website
If the Client chooses to have RWS create an online patient registration form please be advised that some online options do not provide encrypted, end-to-end communication security (e.g. regular website forms, emailed pdf's). The method chosen to collect patient data is undertaken at the Client's own risk. Contact your professional body for more information if required.

Email
If the Client chooses to have RWS create a PDF of their patient registration form for emailing purposes, please be advised that this method of patient information collection does not provide encrypted, end-to-end communication security. Emails will be sent at the Client's own risk. Contact your professional body for more information if required.

Specific Terms - Temporary Telephone Diversion (TTD)

Minimum term

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For TTD the minimum charge is one full day defined as 9 am-5 pm VIC time (AEST or AEDT, depending on the time of year). If a client utilises part of a day, they will still incur one full-day charge.

Request for TTD
Initial set-up requires one week's notice. Once the Client is set-up for TTD, future requests can be made with at least 24 hours' notice (subject to availability).

Availability
TTD is subject to availability and suitability at the time of the enquiry. RWS will confirm with the Client if the request for TTD may be met.

Ongoing VPM clients are given priority for TTD. Non-VPM clients can be taken on if there is availability, charged at a daily rate.

Service offered
The TTD service includes answering calls, making appointments into software, passing on messages to the principal and administration staff only. RWS staff are not medically trained and therefore cannot give out medical advice of any nature.

The services will be provided by numerous RWS staff at RWS' discretion.

The service includes the cost of the phone line for diversion and calls RWS makes to patients or the Client.

Client Responsibility
TTD clients must provide RWS with all information required and take all necessary actions to provide a professional service. RWS reserves the right to refuse clients who do not provide this information. The client or client's representative must be contactable during the time RWS are providing the TTD service. The client is responsible for the cost of any software licensing charges or user licences to enable access to the Client's software.

It is the sole responsibility of the client to brief RWS on how to handle extreme situations with patients, including what RWS staff can and cannot tell patients. It is the responsibility of the Client to provide RWS training in this space as required. RWS reserves the right to cease the service if patients are causing extreme distress for RWS staff.

Liability
RWS provides an administrative service only. The client remains 100% liable for all patient data, results, patient outcomes and follow ups to enquiries made. It is the responsibility of the principal doctor to ensure the software is maintained.

Termination
RWS reserves the right to cancel TTD service with one day's notice.

Cost and Invoicing

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VPM clients will be charged at the end of the month, utilising VPM hours – the cost is as per the Client's scope agreement.

Additional charges
Additional charges may apply for clients who want additional services (e.g. creation of administrative templates and processes).

Scope
The RWS scope document must be signed and received before TTD can commence.

Specific Terms – Recruitment

Applicable to
These terms apply to all Recruitment clients.

RWS makes every effort to secure staff best suited to the Client's practice. Our recruitment service facilitates reach to a broader market by advertising position(s) on the following websites:

- SEEK (Market rate charged)
- Indeed (FOC)
- Jora
- RWS Website
- Various Social Media forums and apps

RWS does not guarantee the calibre of candidates who respond to recruitment advertisements. RWS will review all applications for positions posted and present to the Client all applicants RWS believe are best suited to the practice based on the candidate's skill set and the criteria the client has supplied and discussed with RWS. The client has the final say regarding who is selected as the successful applicant.

RWS charges a fixed fee for recruitment services. Costs for advertising roles (e.g. Seek advertisement) are in addition to the fixed fee. This payment is split into two invoices: 50% is payable on recruitment scope acceptance, 50% is payable when the signed contract has been sent to the practice.

If the Client cancels a recruitment service before a candidate has been found, the Client will be required to pay for the work completed for the period between service commencement to cessation. RWS will track all time spent and can provide this information to the Client at the time of invoicing.

Once a scope of works for recruitment has been signed and the advert loaded, further charges may apply if the Client makes changes to: the type of role to be recruited, the advertised hours of the role, or the basis of employment (casual, part time, full time). This charge will only apply **after** the job ad has been posted.

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When clients engage RWS to recruit every attempt is made to secure ideal candidates, however, results may be affected by; the changing employment market, how realistic the requested employee skill set is and how realistic the terms of employment offered by the Client are. As such there is no guarantee that RWS will be able to secure a suitable candidate that meets all expectations. In the case that a suitable candidate is not agreed upon, RWS will discuss the opportunity to extend the recruitment service for a further period or re-advertise. Please note additional costs may apply. If additional costs are required to be paid this will be discussed with the Client before progressing with a further period or additional advertising campaign.

Digital footprint
Social media forums and news/information forums are scanned for 30 minutes to attain a digital overview about shortlisted recruitment applicants. Be advised, this is a brief snapshot only, and should not be heavily relied upon. A National Police Check is suggested. Our mission is to give the client a summary of any easily identifiable concerns, and then allow the client to decide whether they would like to move forward with the application.

National Police Check & WWC
RWS recommends that recruitment clients undertake a National Police Check & WWC for considered employment candidates. RWS can organise this for the Client if they request it. Please note Police Checks & WWC incur a charge that will be passed on to the Client, this varies from state to state.

The Client acknowledges that they are responsible for requesting all necessary police checks or working with children checks for the candidates. RWS do not automatically conduct these checks and are not liable for any outcomes resulting from their absence.

Exclusivity
RWS won't consider applicants if:

- The candidate is employed by another RWS client with an active VPM account (VPM 5 of more)
- The candidate has been recruited by RWS for another Client within the last 6 months

Bespoke recruitment

In the instance of a *Bespoke Recruitment* service, should the recruitment exceed the agreed upon specifications, the client will be charged for extra time taken at an hourly rate.

Clients who elect to engage RWS under the Bespoke Recruitment option acknowledge that this service level involves a more limited degree of involvement from RWS specialist recruitment staff in the overall recruitment process. By choosing this option, clients accept responsibility for undertaking certain recruitment tasks independently, which naturally results in a shared approach and a reduced level of direct input from RWS.

Specific Terms - Virtual Reception (VR)

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Applicable to
These terms apply to all Virtual Reception clients. See additional VR Level-specific terms below.

Availability
All VR services are subject to availability and suitability at the time of the enquiry. RWS will confirm with the Client if the request for VR may be met.

VR Packages
To be eligible for VR Level 1, Level 2, Level 3, and Level 4 packages, the Client must also be an active VPM client. These VR packages are designed to complement VPM services and are contingent upon VPM hours being utilised.

If the Client's VPM hours remain unused during a given month, the VR Stand-Alone fee will automatically apply for that invoice period. This ensures continuity of the Client's VR services even when VPM support is not engaged.

Clients using VR Stand-Alone services need not be VPM clients, as this package can operate independently of VPM arrangements. VR Stand-Alone will be assessed using the same parameters as those of VR Level 4.

Should the parameters of VR Level 4 or VR Stand-Alone be breached, the Client may be offered a VR Established service.

Upgrade and Workload Management
VR Packages are reviewed monthly based on the Client's call volume. RWS analyses the Client's call volume data to determine whether the Client remains on their current VR Level or transitions to a different level or package.

The Client is invoiced in arrears each month for the VR Package that corresponds to the call volume for that specific month. If call volume exceeds the parameter for the Client's current VR Package, the level and/or package is adjusted automatically, and the change is reflected on the Client's invoice.

When the call volume and/or administrative workload exceeds the parameters of VR Level 4, RWS will recommend recruitment. Should the Client choose to continue engaging VR services, the Client will be upgraded to VR Established subject to the availability of RWS. The price for VR Established will be quoted on application and will consider workload, call volume, the Client's specialty, administrative tasks, and emails.

RWS reserves the right to conclude VR services if workload exceeds the limits of VR. RWS will provide the Client with a written notice period and reasonable opportunities to recruit prior to the cessation of the Client's VR service.

Minimum Contract Term
The minimum contract period is six (6) months from the date Client's phone lines are first diverted to RWS, followed by an automatic month-to-month rollover.

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- **Early Completion:** If the Client chooses to terminate VR services before the six-month term ends, a termination fee will apply equal to 50% of the remaining contract value with payment due upon invoice.
- **Transition to Recruitment:** If the Client decides within the initial six-month term that they are ready to recruit and engages RWS recruitment, the termination fee will be waived
- **Short-Term Contracts:** Shorter contract terms may be considered on a case-by-case basis and must be agreed upon prior to the commencement of VR services.

Service Conclusion Notice Period
Should either party wish to conclude the VR contract, a notice period of 30 days should be given in writing, once the minimum period has been completed.

An exit fee will apply should the Client choose to forgo the notice period after the minimum contract period has been completed. The applicable exit fee will be calculated at twice the Client's weekly VR fee at the time the cancellation notice is given.

Client Responsibility
The Client must provide RWS with a unique user account to access their practice management software (such as Xestro, Gentu, Genie, C2C). This access must allow RWS to make new patient appointments and alter existing ones.

The Client is responsible for setting up their practice phone line and arranging the diversion to the RWS-nominated phone number.

The Client is responsible for the management of all practice emails. RWS do not access or log in to practice email accounts.

The Client is responsible for the coordination of all practice and administrative tasks, such as triaging referrals, patient billing, filing patient images/reports, and sending letters.

It is the sole responsibility of the Client to brief RWS on how to manage extreme patient situations, including what information RWS can and cannot share with patients. The Client must provide RWS training in these areas as necessary. RWS reserves the right to discontinue VR service if patients cause extreme distress to RWS staff.

Cyber Security and Software Access
RWS takes reasonable steps to reduce the risk of unauthorised access, data loss, or data breaches when providing VR services; however, no system or cyber security measure can be guaranteed to be completely secure.

The Client is responsible for ensuring any practice management or medical software access provided to RWS is protected by strong, unique passwords, which must be changed at least every six (6) months. Depending on the Client's chosen software, two-factor authentication may or may not be available or used.

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Phone Diversion
RWS will provide the Client with a unique phone number for the Client to divert their practice phone line. The phone diversion enables incoming calls to be identified as originating from the Client's practice. Phones are answered between the hours of 9 am – 5 pm Monday to Friday AEST (or AEDT during Daylight Savings) (excluding national public holidays and RWS Christmas closure).

RWS endeavours to answer all incoming calls within three rings. Should a call be received while RWS are engaged on another line, the caller is courteously greeted and placed on hold.

For calls received outside-of-hours, RWS will set up a general answering machine message. The message will inform callers that the practice is closed, provide instructions for emergency situations, and encourage callers to contact the Client's practice during operating hours. The option for callers to leave a voicemail on the provided diversion number is disabled.

Other charges
There is a set-up fee for all VR packages.

Sessions in excess of two per week will incur an additional fee.

Payment terms
Payment for selected services will be invoiced monthly in arrears to the Client. Payment is to be made within 14 days of the invoice date.

Specific Terms - Interior Design

Applicable to
These terms apply to all Interior Design (ID) clients. Interior Design refers to the selection, scheduling and sourcing/procuring of furniture, accessories and artwork, medical equipment sourcing (if required) and selection of Interior Design finishes.

Procurement
The Client is under no obligation to proceed with the purchase of any recommended products. However, the Client is liable to pay the 50% balance owing for the Interior Design Services irrespective of whether or not products are ordered from the Design Inventory Package.

From time to time suppliers have delivery issues that delay stock. If a stock delay occurs RWS informs the client and suggests an alternative product/solution where possible, however such delays are out of our control.

Custom products may not be returned once ordered unless the product is faulty. Custom made furniture refers to furniture that is made to order. It includes, but is not limited to upholstered chairs, made to measure desks and returns. RWS provides opportunity for our clients to visit wholesalers to try products prior to purchase.

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Interiors Assistance
Interior design and styling (fixed fee):

- Provide advice and concepts regarding the selection of furniture, furnishings, finishes and artwork.
- Prepare inventory schedule and arrange for delivery once selections are confirmed (client to receive deliveries).
- Up to two consultations allowed for.
- Up to two site visits allowed for (travel included).

Fit out interior design drawings (if required)
If required, RWS can provide joinery drawings suitable for builder/contractor. This will be charged at an hourly rate.

Exclusions and notes

- Unless noted otherwise, the architectural assistance scope is provided in accordance with the 'Consult Australia Short Form Contract - agreement for the provision of consulting services.'
- Permits / Authority Approvals:
    - Architectural assistance with providing required drawings / documentation for making application to any/all relevant permits is excluded from this scope.
- Any additional Interior Design, architectural assistance or drawings beyond the above noted scope will be charged on an hourly rate basis.
- If Interior Design Drawings are required hard copies of all drawings to be provided in electronic format (pdf) only.
- Specification/bespoke detailing:
    - Project specification provided is the standard NATSPEC 'Simple Office Fit-out'.
    - No bespoke detailing has been allowed for.
- Project Budget – RWS does not guarantee the price for the cost of works. The scope does not include management of client's budget.
- Engineering – No engineering has been allowed for (Structural, Civil, Electrical, Hydraulic, Mechanical, Fire etc.).
- Selected products from presented Interior Design concepts need to be checked with your installer/builder to ensure they do not trigger a permit requirement. This is the clients responsibility.
- Delivery times are arranged by RWS. Please note, you or your representative will be required to be onsite to accept goods. RWS will endeavour to provide times that are suitable for you.

Permit

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Before or during renovations, RWS may advise that a planning/building/signage permit be obtained or at the very least the appropriate governing bodies be contacted to ascertain whether such permits are required. RWS will provide an educated opinion as to whether a permit for building, planning or signage is required however the responsibility for obtaining permits is the Client's.

Disbursement Fee
RWS clients may be liable to a disbursement fee.

Margins
RWS reserves the right to add a margin to furniture, artwork, and other interior design materials, provided to the client through wholesale contacts. Where possible, RWS always endeavour to provide prices less than the RRP.

Waiver
During the renovation should the Client choose a product that is not of commercial grade they will be advised by RWS, however, the Client accepts responsibility for the implementation of this product.

Colour Matching
Regarding wallpaper, please note that if extra wallpaper is ordered at a later date from the original order, this is usually a different batch number from the original wallpaper. This will be a different dye run and may be different in colour; RWS will take no responsibility for the wallpapers not matching perfectly.

Colour differences, however slight, may also be apparent with additional orders of other products – including but not limited to vinyl, carpet, tiles, paint, and joinery.

Extras
For Fit Out projects, payment will be finalised on a pro-rata basis determined by the stage the project is at. Where a client has engaged a service that includes Interior Design, the initial 50% payment is non-refundable.

Sample Retention Policy
We will retain file notes and physical samples of products, materials, and furniture selections related to your project for a period of three (3) years from the date of project completion. After this period, we reserve the right to dispose of these samples at our discretion without further notice. If you wish to collect or retain these samples beyond this timeframe, please contact us prior to the expiration of the three-year period.

Specific Terms – Architecture

Applicable to
These terms apply to all Architecture clients.

Architectural Assistance – Client Architect Agreement

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Unless otherwise noted, architectural assistance services are provided in accordance with the standard terms per the current edition of the 'Association of Consulting Architects – Short Form Architect Client Agreement'.

Builder Selection
For medical projects, there are three options for builder selection:

1. Negotiated tender with RWS recommended builder
2. Invited tender to two or more builders
3. Client as owner/builder

Option 1 – Negotiated tender with RWS recommended builder / contractor.

- RWS works closely with several builders and can recommend the appropriate one that suits the project.
- RWS only recommends builders we have worked with closely previously and have found that they can provide the level of quality that is required for our projects and at a reasonable price.

Option 2 – Invited tender

- RWS is happy to work with builder that the client may know or may like to work with.
- An invited tender will typically provide the best price.
- However, if RWS has not worked with the builder previously, there may be a higher risk element in terms of the quality of the build.
- The coordination of the project may result in higher cost overall.

Option 3 – Owner / builder

- In the two previous options, the building permit is obtained by the builder.
- However, the client can also obtain a building permit as an owner / builder.
- In this scenario, the client has the freedom to coordinate their own sub-contractors (carpenters, plumbers, electricians etc.), to do the works, which can work well for projects where there is very minimal construction works and mostly maintenance works.
- The client needs to be aware that in this scenario, the client will take on the burden of being the builder and will need to consider the appropriate additional insurances / warranties that may apply.

Property investigations
When investigating potential properties for clients, RWS typically provides the following assistance:

- Review and refine the client's design brief and requirements.
- Analysis of the site's spatial opportunities (e.g. potential layout, number of rooms), and constraints (i.e. disabled access, car parking).
- Follow up with the Council, as required, to ascertain planning permit application requirements.

RWS does not review all constraints that may be applicable to the site – e.g. Easements, Covenants, Land and Use Rights etc.

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RWS recommends that the client engage a lawyer to fully review and complete due diligence on all legal documentation applicable (e.g. Certificate of Title, Contracts of Sale etc.), prior to proceeding with the leasing or purchase of a property.

Specific Terms – Photography & Videography

Applicable to
These terms apply to all photography and videography clients.

RWS reserves the right to use photographs and/or video footage produced for the Client in RWS marketing materials. For larger projects where expenses are expected to exceed $1,000, an upfront partial payment will be required.

Cancellation fees apply to confirmed jobs cancelled at short notice. If cancelled within 48 hours of the scheduled job, 50% of the agreed fee plus expenses will be charged. If cancelled within 24 hours, 100% of the agreed fee plus expenses will be charged. Expenses include all costs directly related to the job, such as travel, assistants, and equipment hire.

It is the responsibility of the Client to obtain all necessary consent/permissions from hospitals, patients, or third parties prior to the photography or videography session.

Specific Terms – Website

Design
Design will be based on existing logo and branding. This will be used to develop a consistent layout throughout the site.

The client is responsible for providing workable logo and branding materials. If RWS is creating your logo and branding, we will have this information.

During the development period, the client will have one review session to assess the design and look of the site. Further reviews will incur additional charges at the hourly rate applicable to you, and this will be discussed with you.

Invoicing
The first invoice for 70% of the total price is issued at the start of the project (upon scope acceptance).

Once the initial deposit (70% of the total project fee) is paid, it is non-refundable in the event of a change of mind or decision not to proceed.

The second invoice for the remaining 30% is issued when the website goes live. Any time remaining in the website budget once a website has gone live will be available to use during the 3 month period after the 'go-live' date. After this period the website project is closed and any left over time in credit will expire.

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Copy
Copy for the website is not included in the website scope and it is the responsibility of the client to provide all required content.

RWS staff are not doctors and as such accept no responsibility for medical content on your site.

The client is responsible for ensuring all content is relevant and up-to-date.

Development and Website Process
The RWS website designer will design your website and apply the colour scheme based on your branding and logo.

If there is content already written and available on your current website, the website designer will add that to your website.

Any outstanding content and images will be added to the website. Client to provide content and images.

A final review and checks for bugs will be conducted by the RWS team before the website is made live.

While we strive to create bespoke websites tailored to each client's needs, please note that some features may resemble those found on other websites due to common design practices and functionality.

RWS may create inhouse marketing materials advertising RWS services that may contain an image of the website created.

Browser Compatibility
RWS will strive to ensure your website will be compatible with all modern browsers. RWS cannot guarantee that your website will always function for future browser version releases as technology changes. Should RWS need to make updates to your website based on new browser technology; these changes will be charged at our hourly rate.

Note: RWS promote 'forward thinking' web design focused on responsive design and the latest technologies available. As such we are unable to offer support for Internet Explorer 9 (IE9) or earlier versions of Internet Explorer.

Hosting
RWS can provide hosting services. Fees will be charged annually. On the rare occasion that a hosting issue occurs RWS will seek to rectify the situation but cannot be held responsible for situations outside our control.

SEO Infrastructure

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RWS provides industry standard SEO infrastructure for all newly constructed websites. RWS cannot guarantee rankings.

Clients of RWS may wish to consider an additional SEO services or AdWords campaign, organised and managed by RWS, to further enhance their online presence.

Terms & conditions reviewed bi-annually.

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