

Medical Response Industries - Standard Terms of Service

1. Application

1.1 These terms and conditions ('Terms') apply to the performance of Services supplied by Medical Response Industries ('MRI') to the person named in the relevant Quotation who has requested the services of MRI ('Event Provider').

1.2 These Terms apply to the exclusion of any inconsistent terms proposed by the Event Provider or which the Event Provider purports to apply to the performance of the Services.

1.3 MRI and the Event Provider may by agreement in writing enter additional terms ('Framework Terms') which will govern the ongoing relationship between MRI and Event Provider in connection with the delivery of Services in respect of multiple Events.

1.4 When the Event Provider accepts a quotation for event cover issued by MRI for the provision of Services ('Quotation') in accordance with the conditions of acceptance set out in the Quotation, that Quotation will form an individual and legally binding contract between MRI and the Event Provider subject only to these Terms and, if applicable, the Framework Terms (each contract formed in the manner contemplated by this clause 1.5 being a 'Contract').

1.5 To the extent that there is any inconsistency between any provisions of the documents referred to in this clause, the following descending order of precedence applies (in that a provision in a document will prevail to provision of a document listed below it, to the extent of the inconsistency):

- the Quotation (including any special conditions contained with the Quotation);
- the Framework Terms (if any); and
- these Terms.

2. Definitions

In these Terms, unless the context otherwise required:

'Applicable Law'

means all laws, statutes, regulations, standards, and New

Zealand Government requirements applicable to the Event Provider and the Event Provider's business, including the delivery of the Event.

'Business Day'

means a day (other than a Saturday or Sunday) on which registered banks are open for business in Auckland, New Zealand.

'Confidential Information' means:

- all information provided by or on behalf of a party in connection with their business and operations, whether or not requested by the other party;
- any other commercial, financial and/or technical information, trade secrets, products, operations, processes, product information and unpublished information relating to the business or prospective business of a party; and
- any other information which is imparted to a party by the other party or otherwise obtained by a party from the other party under or in connection with these Terms which is of a confidential nature (whether or not expressly designated as having been imparted in confidence).

'Contract'

has the meaning given to that term in clause 1.5.

'Covered Persons'

means the persons indicated as being 'Covered Persons' (if any) in a Quotation or in the Framework Terms, or otherwise described as being the persons in respect of whom the Services are to be provided, but if no such persons are so indicated or described, means all crowd attendees at the Event.

'Dedicated MRI Personnel'

means persons of the qualification and skills identified as the 'Dedicated MRI Personnel' (if any) in a Quotation or in the Framework Terms, or otherwise agreed between the parties.

'Event'

means the Event or Events (as the case may be) specified or referred to in a Quotation or the Framework Terms (as the case may be).

'Event Provider Personnel'

means all Workers employed or engaged by the Event Provider in connection with the Event.

'Exclusivity Period'

means the period of time (if any) specified in a Quotation or in the Framework Terms as the 'Exclusivity Period', or otherwise as agreed between the parties.

'Fees'

means the fees payable by the Event Provider for the Services, as specified or referred to in a Quotation or the Framework Terms (or otherwise agreed between the parties) and as subject to adjustment in accordance with:

- the Quotation and/or the Framework Terms.
- clause 6.2.
- clause 8.4; and/or
- clause 8.5,

and includes any amount payable by the Event Provider following the cancellation of an Event, as contemplated by clause 5.3.

'Force Majeure Event'

means an event or circumstance beyond the reasonable control of a party, including:

- fire, flood, explosion, earthquake, storm or other natural disaster;
- civil commotion, hostilities (whether war is declared or not), sabotage, an act of terrorism, chemical or biological contamination;
- the acts of any public authority or imposition of any government sanction, embargo or similar action; and
- strikes or other industrial action involving or otherwise affecting any of MRI's Workers.

'Framework Terms'

has the meaning given to that term in clause 1.4.

'GST'

means goods and services tax, as that term is defined in the Goods and Services Tax Act 1985.

'Health and Safety Law'

means the Health and Safety at Work Act 2015, regulations made under that Act, and any codes of practice or guidelines that are applicable to the Event or the provision of the Services.

'Health PI'

means personal information relating to an individual concerned (as those terms are defined in Privacy Law), which has been collected or processed and/or is held by or on behalf of MRI in connection with the Purpose, including any personal information in respect of a Covered Person.

'Initial Term'

means the term (if any) specified in a Quotation and/or in the Framework Terms as the 'Initial Term', or otherwise agreed between the parties.

'Insolvency Event'

in relation to a party, means that:

- the party ceases or takes steps to cease to conduct its business in the normal manner;
- the party goes into receivership or has a receiver, trustee or manager (including a statutory manager) appointed in respect of that party and/or all or any of its property;
- the party is unable to pay its debts when they are due or is presumed to be unable to pay its debts as they fall due;
- the party makes an assignment for the benefit of, or enters into or makes any arrangement or composition with, its creditors;
- any resolution is passed or any proceeding is commenced for the winding up or liquidation of the party (whether on a voluntary or involuntary basis); or
- any analogous demand, appointment or procedure is instituted or occurs in relation to a party in any jurisdiction.

'Maximum Event Time'

means the 'Maximum Event Time' (if any) specified in a Quotation or in the Framework Terms, or otherwise agreed between the parties.

'Minimum Cancellation Notice Period'

means the 'Minimum Cancellation Notice Period' specified in a Quotation or in the Framework Terms, or otherwise agreed between the parties, or if none is specified (or otherwise agreed), means 10 Business Days prior to the scheduled date of the Event.

'Minimum Event Commitment'

means the number and type of Events that the Event Provider will procure from MRI under these Terms (if any) and as specified as the 'Minimum Event Commitment' in a Quotation or in the Framework Terms, or otherwise agreed between the parties.

'Payment Date' means:

- the due date for payment of the relevant Fees as shown in a Quotation or as contemplated by the Framework Terms; or
- where no due date is specified:
 - i. the due date for payment as shown on the invoice; or
 - ii. if no due date is shown on the invoice, by the 20th of the month following the month in which the invoice is issued.

'PCBU'

has the meaning given to that term under Health and Safety Law.

'Privacy Law' means:

- the Privacy Act 2020;

- any other statute, regulation, or law regulating privacy or the use of personal information;

- any codes of practice issued under or in accordance with the Privacy Act 2020 (as the case may be), including the Health Information Privacy Code 2020; and

- any guidelines or rules established by the New Zealand Privacy Commissioner.

‘Process’

means to store, hold, extract, divulge, distribute, disclose, or otherwise use Health PI.

‘Purpose’

means the purpose of delivering the Services under or in connection with these Terms.

‘Quotation’

has the meaning given to that term in clause 1.5.

‘Services’

means the provision of the MRI Resources and attendance of the Dedicated MRI Personnel at the Events, for the purposes of providing pre-hospital emergency medical care services if and when required during the course of the Event, in respect of the Covered Persons.

‘MRI Personnel’

means the Workers engaged by MRI to attend the Event in connection with the performance of the Services.

‘MRI Policies and Procedures’

means the operational policies and procedures of MRI, as updated or amended from time to time.

‘MRI Resources’

means the equipment, vehicles, tents, and other goods supplied by MRI for use in the provision of the Services.

‘Subsequent Term’

means a period of 12 months following the expiry of the Initial Term (if any).

‘Term’

means the Initial Term (if any) and any Subsequent Term (if any).

‘Worker’

has the meaning given to that term under Health and Safety Law.

‘Working Hours’

means 8.30am to 5.00pm on any Business Day.

3. The Services

3.1 MRI will perform the Services in a professional manner, with the due care, skill, and diligence expected of a competent and properly qualified provider of services similar to the Services.

3.2 MRI will perform the Services in compliance with Applicable Law, and will ensure that the Services are provided with due consideration for the health and safety of Covered Persons, and in accordance with the terms of the relevant Quotation and/or Framework Terms.

3.3 Subject to clauses 3.4 and 3.5, MRI will provide the Services for the duration of the Event(s).

3.4 MRI reserves the right to withdraw its personnel and/or resources from any Event without notice if it determines, acting reasonably, that it is necessary to do so for the safety of its personnel or the public.

3.5 MRI may subcontract the performance of all or any part of the Services without the prior written consent of the Event Provider.

4. Obligations of the Event Provider

The Event Provider must ensure that they and their personnel:

- Provide Medical Response Industries (MRI) with all necessary information or documentation before the start of the event to facilitate the provision of services as described in these Terms.
- Refrain from any actions that could tarnish the reputation of MRI.
- Collaborate with MRI to ensure that MRI personnel at the event can take the minimum rest and meal breaks as outlined in clause 3.3.
- Obtain and maintain, at their own cost, all necessary licenses, permits, authorizations, and approvals required for the event.
- Adhere to all applicable laws while delivering the event.
- Comply with all reasonable instructions and information requests from MRI regarding the services or in connection with these Terms.
- Obtain MRI’s written approval before releasing any press releases, promotional materials, or other publications that reference the matters covered by these Terms.
- Not request MRI to complete or authorise any medical documentation unless the documentation format has been pre-approved by MRI.

- Ensure an event liaison is available to MRI during and before the event to address any inquiries regarding the event.

5. Event Changes or Cancellation

5.1 The Event Provider must promptly notify MRI in writing of any:

- Changes to the date or time of the event.
- Cancellation of the event.
- Other matters relevant to MRI's delivery of the services.

5.2 Upon receiving notice from the Event Provider according to clause 5.1 and subject to clause 5.3, MRI will make reasonable efforts to accommodate the requested changes, though additional fees may be required to reflect the changes.

5.3 In the event of a cancellation, the Event Provider must pay MRI:

- The full fee if the event is canceled within 24 hours of the scheduled start time.
- 50% of the full fee if the event is canceled between 24 and 96 hours before the scheduled start time.
- 50% of the full fee if the event is canceled after the quote is accepted but alternative medical coverage is provided.
- 25% of the full fee if the total fee exceeds \$2,500 excluding GST and the event is canceled within 50 business days before the scheduled start date.

The amounts specified in this clause represent MRI's reasonable estimate of the costs incurred to mobilise personnel and resources for the event.

5.4 Clause 5.3 does not apply if:

- The quotation includes a 'guaranteed rain date'.
- The event is canceled solely due to a civil defense adverse event warning.

5.5 MRI is not obligated to agree to a reduction in fees if the event is canceled or rescheduled.

6. Fees

6.1 The Event Provider must pay the fees to MRI as outlined in this clause.

6.2 If a quotation or framework terms specify a Maximum Event Time, fees are calculated based on the assumption that the event will not exceed this duration. If the event extends beyond the Maximum Event Time (including time needed to disestablish services), MRI may charge additional fees on a pro-rata basis.

6.3 Unless stated otherwise, the fees are exclusive of additional costs incurred by MRI for services outside the agreed scope, which are payable by the Event Provider.

6.4 For multi-event engagements, MRI:

- May issue tax invoices on the dates and for the amounts specified in the quotation or framework terms.
- If no payment schedule is provided, may issue tax invoices following the conclusion of each event.
- May issue a valid tax invoice for any other amount payable under the contract.

6.5 For one-off events, MRI may issue a valid tax invoice at any time for the fees and any other amount payable.

6.6 The Event Provider must pay the full amount of the fees to MRI's nominated bank account by the payment date.

6.7 If full payment is not received by the payment date, MRI may charge interest at a default rate of 10% per annum, accruing daily and compounding monthly on the entire outstanding amount until full payment is made.

6.8 If the Event Provider disputes an invoice, they must:

- Pay the full amount of the invoice.
- Notify MRI in writing of the dispute.

If an overpayment is identified, MRI will refund the overpaid amount.

6.9 MRI may charge the Event Provider for all costs of recovery associated with late payment, including legal costs, debt-collector fees, and court or service fees.

6.10 Payments must be made in full, without any withholding, deduction, or set-off.

7. Health and Safety

7.1 MRI must comply with, and ensure its personnel comply with, Health and Safety Law.

7.2 The Event Provider must comply with Health and Safety Law and any instructions or directions given by MRI to ensure compliance with these laws.

7.3 The Event Provider must consult, cooperate, and coordinate activities with MRI and any other relevant parties regarding health and safety in relation to the services provided or the event itself.

7.4 The Event Provider must notify MRI promptly of any health, safety, or welfare risks, incidents, or near misses and work collaboratively to address and mitigate these issues.

7.5 The Event Provider must provide MRI with up-to-date health and safety and emergency procedures, policies, and practices relevant to the event and collaborate with MRI to address any concerns.

7.6 MRI may prepare and provide specific health and safety documentation to be followed during the event.

7.7 The Event Provider must:

- Complete any health and safety documentation provided by MRI at MRI's request.
- Provide MRI with all relevant health and safety documentation related to the services and event.

8. Multi-Event Engagements

8.1 This clause applies only to multi-event engagements.

8.2 If a Minimum Event Commitment is outlined, the Event Provider must conduct the minimum number and type of events during the initial term.

8.3 If a Maximum Event Time is specified, the Event Provider must ensure that the time required for MRI's services does not exceed this limit.

8.4 If the costs to MRI increase due to changes in employment terms, the number of events being less than the Minimum Event Commitment, or other factors, MRI may require additional payments or adjust the fees accordingly.

8.5 MRI may vary the fees if the number of events is less than the Minimum Event Commitment or if the average event duration exceeds the Maximum Event Time.

8.6 If an Exclusivity Period is in place, the Event Provider must contract MRI exclusively for pre-hospital emergency care services during this period.

8.7 The Event Provider may engage another provider during the Exclusivity Period if MRI declines to provide the services or fails to respond within a reasonable period.

8.8 MRI is free to provide similar services to other clients.

9. Liability

9.1 MRI is not liable for any loss of profit, revenue, or indirect or consequential losses in connection with these Terms.

9.2 MRI's total liability in connection with these Terms is limited to the amount of fees paid under the contract.

9.3 These Terms do not limit liability for fraud, fraudulent misrepresentation, or any other matter that cannot be legally excluded.

10. Termination

10.1 Either party may terminate the contract if the other party commits a material breach and fails to remedy it within five business days of being notified in writing.

10.2 Either party may terminate the contract if the other party becomes subject to an Insolvency Event.

10.3 MRI may terminate the contract if the Event Provider fails to pay fees on time or takes actions that are detrimental to MRI's interests or reputation.

10.4 Termination does not affect rights and obligations accrued up to the termination date.

10.5 Certain obligations, such as those under clause 11, survive termination.

11. Privacy

11.1 The Event Provider must not request that MRI personnel disclose Health Personal Information (Health PI) unless authorised.

11.2 MRI may disclose Health PI to the Event Provider with prior written consent from the individual concerned.

11.3 If the Event Provider processes Health PI, they must:

- Only process Health PI for authorised purposes.
- Comply with privacy laws.
- Obtain MRI's written consent before disclosing Health PI to third parties.
- Notify MRI promptly of any unauthorized access or compromise of Health PI.
- Cooperate with MRI regarding any complaints or requests related to Health PI.
- Implement necessary measures to protect Health PI.
- Follow MRI's directions regarding the processing of Health PI.
- Not process Health PI outside New Zealand without MRI's consent.

11.4 Nothing in this clause 11 will prevent Medical Response Industries (MRI) from using, disclosing, processing, or retaining Health PI in any manner permitted by Privacy Law.

12 Confidential Information

12.1 Subject to clause 12.3, each party ("Recipient") must hold the Confidential Information of or relating to the other party ("Disclosing Party") in strict confidence and must not disclose the Disclosing Party's Confidential Information to any third party

other than to its employees, professional advisors, and sub-contractors (and then in each case only on a 'need-to-know' basis), subject to such persons agreeing to hold the Confidential Information in strict confidence on the terms set out in this clause 12.

12.2 The obligations imposed on the Recipient under clause 12.1 will not apply to any Confidential Information which:

- is publicly available or becomes publicly available other than through an act or omission of the Recipient;
- is generic information that is or ought to be readily known to any person engaged in the business of the Disclosing Party;
- the Recipient is required to disclose by order of a court of competent jurisdiction or by a regulator having jurisdiction over the Recipient, provided that prior to such disclosure, the Recipient must use reasonable endeavors to give notice to the Disclosing Party setting out the nature of the proposed disclosure; or
- the Recipient discloses pursuant to the requirements of a stock exchange on which its securities are quoted, provided that:
 - the Recipient only discloses that information that is reasonably necessary to enable the Recipient to comply with the requirements of the stock exchange; and
 - prior to such disclosure, the Recipient uses reasonable endeavours to give notice to the Disclosing Party setting out the nature of the proposed disclosure.

12.3 Nothing in this clause 12 will prevent MRI from using any information obtained or collected by MRI in the course of carrying out the Services for the purposes of informing and developing risk assessments for events of a similar nature to the Events, whether or not such risk assessments are carried out for the benefit of the Event Provider, provided that MRI will not publish any Confidential Information in any form in which it could reasonably be expected that the Event Provider could be identified by reference to such Confidential Information.

14 Force Majeure

14.1 Neither party will be liable to the other party for its inability or failure to perform, or delay in performing, any obligations under these Terms caused by a Force Majeure Event.

14.2 If a Force Majeure Event occurs, the party delayed or unable to perform must give prompt notice to the other party and must use its commercially reasonable endeavours to resume its obligations under these Terms, to the extent possible, as soon as practicable after the cessation of the situation.

14.3 The party not affected by the Force Majeure Event may, during the continuance of such Force Majeure Event, terminate

these Terms immediately by notice in writing to the other party if a Force Majeure Event occurs which:

- substantially affects the other party's ability to carry out its obligations under these Terms; and
- continues for more than 20 Business Days.

14.4 This clause 14 will never relieve a party of its obligation to pay any amount that is due to the other party under these Terms, but may be the basis for a delay in payment.

15 Dispute Resolution

15.1 If a dispute or difference arises between the parties concerning the interpretation of these Terms, the performance of the Services, or otherwise concerning the subject matter of these Terms ("Dispute"), the parties will, in the first instance, negotiate in good faith to settle the Dispute.

15.2 If the Dispute cannot be settled by good faith negotiations between the parties within 10 Business Days of the Dispute, either party may refer the Dispute to the mediation of a single mediator agreed between the parties or, in the absence of agreement, appointed by the President for the time being of the New Zealand Law Society.

15.3 If the Dispute cannot be settled within 10 Business Days of the Dispute being referred to mediation pursuant to clause 15.2, either party will be entitled to exercise all rights and remedies available at law.

15.4 Nothing in this clause 13 will prevent a party from commencing court proceedings for the purposes of seeking urgent injunctive relief.

16 Notices

16.1 Any notice that MRI is required to, or may, give to the Event Provider pursuant to these Terms will be deemed to be validly given if personally delivered, posted, or sent by email transmission to the Event Provider's contact details specified in a Quotation or in the Framework Terms, as subsequently notified to MRI by the Event Provider, or otherwise as specified in any public register.

16.2 If the Event Provider is required to, or may give notice to MRI pursuant to these Terms, the Event Provider must send that notice:

- By email, to: admin@mri.nz

16.3 Notices given by MRI in accordance with clause 16.1 or by the Event Provider in accordance with clause 16.2, will be deemed to be received:

- if sent by post, on the third Business Day following the date it was posted;

- if sent by email, at the time of transmission by the sender, unless the sender was put on notice that the transmission was unsuccessful;

- but if the time and day on which a notice would be deemed to have been received in accordance with the above is not between 9.00 am and 5.00 pm on a Business Day, then the notice will be deemed to be received at 9.00 am on the next Business Day.

17 General

17.1 In interpreting these terms, the following rules must be applied unless the context otherwise requires:

- references to a "party" and the "parties" are references to MRI and the Event Provider;
- headings in these Terms are for reference only and do not affect the interpretation of these Terms;
- references to statutory provisions will include references to all regulations, orders, rules, or notices made under that statute, and references to a statute or regulation are to be construed as references to those provisions as they may be amended or re-enacted or as their application is modified by other provisions from time to time;
- references to clauses are references to clauses in these Terms;
- words importing the plural include the singular and vice versa;
- the word "includes" in any form is not a form of limitation;
- a reference to a person includes a natural person, company, corporation, partnership, firm, joint venture, association of persons (whether corporate or unincorporated), trust, organisation, Government department, Minister of the Crown, state or agency of a state (in each case, whether or not having a separate legal personality);
- all periods of time include the day on which the period commences and also the day on which the period ends;
- references to \$ or dollars are references to New Zealand dollars (currency code: NZD);
- all amounts specified as being payable by the Event Provider exclude GST, which is payable by the Event Provider in addition.

17.2 These Terms (including each Quotation, the Framework Terms, and any documents referred to within them) constitute the entire agreement between MRI and the Event Provider and supersede and extinguish any prior draft agreements, undertakings, representations, warranties, and arrangements of any nature (whether or not in writing) made by the parties in relation to the subject matter of these Terms.

17.3 No amendment to these Terms will be effective unless it is in writing and signed by both parties.

17.4 Nothing in these Terms is intended to create an obligation or right enforceable by a person other than the parties for the purposes of Part 2 of the Contract and Commercial Law Act 2017.

17.5 No delay by either party in enforcing its rights under these Terms will stop that party from enforcing those rights.

17.6 If either party waives any of its rights under these Terms or waives any breach by the other party of this agreement, that party will not be taken to have waived any other rights or any other breaches.

17.7 The Event Provider may not assign any of its rights or benefits under these Terms or in respect of the Services without the prior written consent of MRI (which consent may be given or withheld in MRI's absolute discretion).

17.8 Nothing in these Terms will be deemed or construed to constitute either party to be an agent, partner, representative of the other, or to create any trust or commercial partnership.

17.9 If any provision of these Terms is found by a court to be invalid, void, or unenforceable, the remaining provisions of these Terms will continue in force as if that invalid, void, or unenforceable provision were deleted. The parties must use their best endeavors to replace any invalid, void, or unenforceable provision with a valid provision, which, as far as possible, has the same or similar effect as the invalid, void, or unenforceable provision.

17.10 These Terms are governed by the laws of New Zealand, and the parties submit to the non-exclusive jurisdiction of the New Zealand courts.