



Carers That Drive

Our help, Your independence

DAY SURGERY AGREEMENT TERMS AND CONDITIONS WAIVER AND RELEASE AUTHORITY

Carers That Drive provide supports services to take clients to day surgery facilities, wait if required and/or take clients home again.

By signing this waiver and release authority form, you agree to release Carers That Drive and/or its Supporters from liability when driving and delivering day surgery support services and agree to the Carers That Drive Terms and Conditions detailed on the following pages.

By law, this form must be signed prior to anaesthetic being given.

Note: the document is NOT a booking form or confirmation of a booking. Please contact the Carers That Drive office to discuss your booking requirements and to obtain an estimate.

Client's name _____

Home address _____

Phone number(s) _____

Email _____

Day surgery name _____

Day surgery location _____

Date and time of procedure _____

Payment details _____

(Invoicing is sent out twice monthly)

Carers That Drive service requirement: (please tick on the relevant box below)

	Yes	No
Transport to	<input type="checkbox"/>	<input type="checkbox"/>
Assistance in/out of vehicle	<input type="checkbox"/>	<input type="checkbox"/>
Accompany into facility	<input type="checkbox"/>	<input type="checkbox"/>
Wait	<input type="checkbox"/>	<input type="checkbox"/>
Transport home	<input type="checkbox"/>	<input type="checkbox"/>
Mobility aid	<input type="checkbox"/>	<input type="checkbox"/>

Endurance Pty Ltd T/A Carers That Drive

T: 0403 057 051 E: info@carersthatdrive.com.au W: carersthatdrive.com.au

ABN: 65084341739

DAY SURGERY FORM - handwritten.docx (Master) 05/11/24



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If you ticked yes, please provide details _____

Additional information _____

Tolls approved ☐ ☐

Parking approved ☐ ☐

Concession card holder ☐ ☐

I hereby waive Carers That Drive, its officers and supporters from any liability of injury loss or damage to personal property associated with activities participated in outings, as detailed in the Terms and Conditions the following pages.

I acknowledge that I understand the Terms and Conditions and Waiver described in this document, and the Waiver is made to the maximum extent permissible under applicable law.

Signature _____

Print name _____ Date _____

IF SIGNING ON BEHALF OF CLIENT

Relationship to client _____

Name: _____ Date _____

Contact number/s _____

CONTACT INFORMATION IN CASE OF EMERGENCY

1.Name _____

Relationship to client _____

Contact number _____

2.Name _____

Relationship to client _____

Contact number _____



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Terms and Conditions

These terms and conditions apply between Endurance Pty Ltd trading as Carers That Drive (ABN 65 084 341 739) (**Carers That Drive**) and the relevant client, whether represented by a nominee or representative or not (**Client**) and together form "the **Agreement**".

Price and Payment for Support Services

Our service is a 2-hour minimum booking - \$70.23 per hour + \$1.00 per km - and require a minimum of 3-7 working days' notice. Carers That Drive is entitled to charge an increased price without notice.

The Client is responsible for ensuring all invoices are paid in a timely manner, within 14 days after the date of invoice, unless alternative arrangements are agreed in writing, in advance of any costs being incurred.

For all payment inquiries, please email: accounts@carersthatdrive.com.au.

Goods and Services Tax

All prices for Carers That Drive supports are subject to the addition of GST if applicable as per Australian Federal Law.

Obligations of Carers That Drive:

Carers That Drive agrees to:

- (a) treat the Client with courtesy and respect and communicate openly and honestly
- (b) consult with the Client about how and when support services are provided
- (c) endeavour to give the Client at least 24 hours' notice if Carers That Drive needs to change or cancel a scheduled appointment to provide supports
- (d) make information accessible to the Client about the Client's rights to advocacy and how the Client may give feedback and make complaints about the supports provided by Carers that Drive
- (e) respect the Client's privacy and confidentiality in line with Carers That Drive's Privacy Policy
- (f) provide support services that meet the Client's needs to a professional standard and with appropriate care, skill and otherwise in a manner consistent with all relevant laws, including the Australian Consumer Law
- (g) issue accurate invoices and statements in respect of support services provided to the Client.

Obligations of the Client:

The Client agrees to:

- (a) treat Carers That Drive staff with courtesy and respect and communicate openly and honestly
- (b) inform Carers That Drive about how the Client wishes the supports to be delivered to meet the Client's needs and talk to Carers That Drive of any concerns about the supports provided by Carers That Drive
- (c) inform Carers That Drive as soon as possible about any changes to the Client's health, transport requirements or any other things that may affect the way Carers That Drive delivers supports to the Client
- (d) nominate an emergency contact person who is willing to be contacted at any time of day if an emergency arises and, willing and able to give instructions about the care of the Client if necessary
- (e) comply with all safety directions given to the Client by or on behalf of Carers That Drive
- (f) give Carers That Drive as much notice as possible if the Client cannot attend or wishes to cancel a scheduled appointment.

Changes and Cancellations

Carers That Drive may claim payment or invoice for support services that were scheduled to be provided in accordance with its cancellation policy. Carers That Drive's current cancellation policy is set out on its website.

The cancellation policy as at the date of this Agreement is set out below:

- If the Client needs to cancel a booking, the Client must inform Carers That Drive as soon as possible
- If the Client informs Carers That Drive of a cancellation **before 3pm, 2 business days or more** prior to the booking, there is no cancellation fee
- If the Client cancels a booking any time after **3.00 pm, two business days** prior to the booking, the Client will be charged 100% of the booking fee
- If a Supporter arrives for a booking and the Client is not present, the Supporter will wait for a reasonable time and attempt to make contact. If the Client does not arrive within a reasonable time this may be a '**short notice cancellation,**' and the Client will be charged a 100% cancellation fee.

Limitation of Liability

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To the maximum extent permitted by law, the liability of Carers That Drive under this Agreement is limited to the fees paid to Carers That Drive pursuant to this Agreement. Carers That Drive is not liable for any incidental or consequential loss, including loss of profits, business, data, or interruption of business.

Indemnity

The Client agrees to indemnify Carers That Drive and its officers, employees and agents from and against any and all claims, damages, cost or liabilities, including but not limited to personal injury, death, loss of or damage to property, infringement of rights and associated costs, that may arise as a result of any breach of this Agreement by the Client, any unlawful act of the Client or any negligence or infringement of the rights of any third party by the Client.

Ending this Agreement

Either Carers That Drive, or the Client, may end this Agreement by giving 14 days' written notice to the other party.

Non reliance

Neither party has entered into this Agreement in reliance on any promise or representation not expressly included in this Agreement.

Authority of parties

Each signatory to this Agreement warrants that he or she has authority to bind the party that he or she is stated to represent.

Governing Law and Jurisdiction

This Agreement is governed by the laws of New South Wales. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of or exercising jurisdiction in New South Wales.

Office Hours

The Client acknowledges that Carers That Drive's office hours are 9am to 5pm, Monday to Friday however bookings are possible all year round by agreement.

Enquiries, Feedback, Complaints, and Disputes

For any enquiry relating to this Agreement including any questions relating to invoicing and payment, please contact Carers That Drive on 0403 057 051 or email: accounts@carerthatdrive.com.au.

For any enquiry relating to the provision of support services, including any request to change or cancel a scheduled service, please contact Carers That Drive.

If the Client wishes to give feedback or make a complaint about a service, please talk to the Operations Manager, or send an email to: info@carerthatdrive.com.au

More details regarding Carers That Drive's feedback system can be found at www.carerthatdrive.com.au.

Changes to terms and conditions

Carers That Drive reserves the right to amend these terms and conditions from time to time by giving notice to the Client of any changes. If the Client does not agree to a change in these terms and conditions, the Client may terminate this Agreement by giving notice of termination in accordance with these terms and conditions. The Client's continued receipt of supports constitutes acceptance of any changes to these terms and conditions previously notified to the Client.

Clients do not have to accept any unilateral conditions to the terms and conditions.

Please email or post a signed copy to:
Alison Piper, CTD Operations Manager
PO Box 4084 Castlecrag NSW 2068
E: info@carerthatdrive.com.au
M: 0403 696 690