



PATIENT AND CARER TERMS OF USE, WAIVER AND RELEASE

IMPORTANT: Read the contents of these Terms of Use carefully. It is intended to be a legally binding document. You may want to obtain legal advice about these Terms of Use. By signing these Terms of Use, you are expressly accepting its terms and conditions.

1. Definitions

1.1 In these Terms of Use, unless the context indicates otherwise, references to:

Claim means any claim, loss, liability, damage, proceeding, order, judgments, costs (including legal costs on a full indemnity basis) or expense;

Flight Request Form means the form of request made by the Referrer to Little Wings, requesting the Services;

Patient means the child requiring the Services and medical treatment;

Patient's Carer or **Carer** means the parent(s), guardian(s), carer(s), family member(s) or support person(s) accompanying the Patient during receipt of the Services;

Referrer means any medical or allied health professional who refers the Patient to Us;

Representative of a party includes an employee, agent, officer, director, auditor, adviser, partner, consultant, contractor or subcontractor of a party;

Services means the services provided by Little Wings (now or in the future provided in relation to any existing or future Flight Request Form) for the benefit of the Patient, including ground and air transport services to assist the Patient attend specialised medical treatment and services;

Terms of Use means this document titled 'Patient and Carer Terms of Use, Waiver and Release' and any attachments to this document and any Waiver;

We, Us, Our or Little Wings refers to Little Wings Limited ABN 72 154 425 331 its officers, employees, agents, contractors, representatives, volunteers, assigns and successors; and

You or Your refers to the Patient and the Patient's Carer or any other person using the Services.

2. Acceptance

2.1 You agree to accept (or are otherwise deemed to have accepted) these Terms of Use on the earlier of:

- (a) the Patient's Referrer submitting a Flight Request Form to Little Wings where the Patient has been provided with a copy of these Terms of Use;



- (b) You signing these Terms of Use; or
- (c) You accepting delivery of the Services.

3. Booking of Services

- 3.1 We are a not-for-profit charity aimed at assisting sick children to access specialised medical services and treatment. We are not a commercial flying operation.
- 3.2 We are not obliged to provide Services to any person and may refuse provision of Services to any person at any time in Our absolute discretion, notwithstanding any earlier agreement.
- 3.3 We will use Our commercially reasonable endeavours to arrange and provide Services on the dates requested by Your Referrer, but cannot guarantee and make no warranty as to Our availability to provide the Services on the requested date.
- 3.4 You or the Referrer must notify us of any changes to the Patient's request for Services (e.g. cancelling Your appointment, made other arrangements etc) as soon as possible.
- 3.5 We will confirm acceptance of your Flight Request Form in writing. We will confirm the details of the Services including the time and place to meet within a reasonable time (and approximately 48 hours prior to the date of the flight). Please be on time as it extremely important that Our pilot stays on schedule.
- 3.6 The Flight Request Form will require You (via the Referrer) to provide details of the number of Carers and Patients travelling on the Services and their weights. Only those Carers (or number of) approved by Us will be permitted to travel. Weight limits are critical factors when planning the flight. Please provide an accurate record of passenger weights on the Flight Request Form. You may be asked to be weighed by Us prior to boarding.

4. During the Services

- 4.1 We are not responsible for providing manual assistance to Patients before, during or after the Services. Where a Patient requires assistance to get into and out of an aircraft or vehicle, the Patient's Carer will be required to assist the Patient.
- 4.2 All Patients must be accompanied by the Patient's Carer for the duration of the Services. A Carer must be an adult (>18 years of age). We will not provide Services to children without a Carer.
- 4.3 It is imperative You are contactable by Us during provision of the Services. You must provide Us with contact number/s (preferably mobile phone) prior to or on accepting the Services.
- 4.4 You agree to follow any reasonable direction from Us, including from any pilot or driver engaged by Us.
- 4.5 You must wear appropriate clothing during the Services, including covered footwear.
- 4.6 The combined baggage of persons travelling on the Services will be limited to 20 kilograms. All luggage must be in soft material 'sports bags'. No hard framed suitcases will be permitted to travel. Any changes to the agreed baggage allowance must approved by Us prior to the Services being provided.



- 4.7 The Services will include ground transportation between any airport and the hospital, where requested and approved by Us. The Services will not include ground transportation from Your home to or from the airport. You must make your own travel arrangements in this regard.
- 4.8 When travelling in any vehicle, all children must be secured in a child restraint or booster seat complying with all laws and required Australian standards. We will make reasonable efforts to provide child restraints on request of the Patient, however it is the responsibility of the Patient and the Patient's Carer to ensure that all children are provided with and are appropriately fitted with a car seat that complies with all laws.
- 4.9 Where we are not able to provide the Services for any reason (including but not limited to inclement weather, lack of pilots resources or any other event) We will use reasonably commercial endeavours to make alternate transport arrangements, but We are not responsible for any loss or delays arising from cancelled or delayed Services. We will notify the Patient as soon as reasonably possible if there are changes to or cancellation of the Services.

5. Media releases and use of images

- 5.1 You understand that in order to continue provision of this free community service, We rely upon building community awareness which in part is obtained through publicity.
- 5.2 By checking the box on the signing page of these Terms of Use, You hereby give Us Your permission to include your name, photograph, audio-visual material and information gained from You for publicity purposes in promotional material whether it be through television, radio, print, online or other advertising media.

6. Acknowledgement and Acceptance of risk

- 6.1 In consideration of Us providing the Services for the benefit of the Patient, You, the undersigned, each severally and unconditionally acknowledge and agree that:
- (a) The Services provided by Us are provided on a humanitarian basis and are being provided free of charge for the benefit of the Patient;
 - (b) You personally and voluntarily accept and assume all risk arising out of Your use of the Services. You acknowledge that such risks may include (without limitation):
 - (i) the inherent risk from flying in aircraft or driving or travelling in vehicles;
 - (ii) turbulence and all other adverse or inclement weather and flight conditions;
 - (iii) mechanical or equipment malfunctions and failures, including those arising out of negligence;
 - (iv) emergency landings; or
 - (v) delays or cancellation in the provision of the Services including arising out of or in connection to (i) to (iv) above.
- 6.2 You acknowledge and agree that:
- (a) You have considered other forms of transportation and, after considering such, You have chosen to accept the Services subject to these Terms of Use.



- (b) You are not required to accept the Services and You do not have a medical condition which prohibits You from using the Services. You have obtained, or are not required to obtain, medical professional advice on Your suitability to use the Services and You are aware of the risks of flying whilst suffering any medical condition (including claustrophobia, heart condition, physical discomfort or impairment, nervousness, anxiety, panic attacks or pregnancy).
- (c) the Services do not constitute a medical flight or transport arrangement and no vehicle or aircraft will be equipped with any medical services, equipment or life support. The vehicles and aircraft provided in the Services are not charter or ambulance aircraft and are not performing any ambulance or similar function or service. You understand that no medical assistance is available to You by or from Us on any aircraft or on the ground.

7. Release

7.1 To the maximum extent permitted by law, You unconditionally and irrevocably release Us and Our Representatives from all and any Claims arising directly or indirectly from the delivery to, or use of the Services by You, including (but not limited to):

- (a) any death or injury to You;
- (b) any or loss, damage or destruction to Your real or personal property; and
- (c) any delay, inability, cancellation or failure by Us to commence or complete the Services,

including arising from any negligent act or omission of Little Wings or its Representatives.

7.2 Nothing in these Terms of Use operates to limit or exclude:

- (a) liability that cannot be limited or excluded by law;
- (b) Our liability resulting from any fraudulent or other unlawful act or omission.

7.3 To the extent permitted by law, You agree that Part 4 of the *Civil Liability Act 2002* (NSW) and legislation having any similar effect in other states and territories of Australia, in respect of Little Wings and its Representatives, are excluded in relation to all and any rights, obligations or liabilities sought to be enforced as a breach of contract or a claim in tort or otherwise.

7.4 These Terms of Use may be pleaded and tendered by Us as an absolute bar and defence to any Claims brought or made by You or on Your behalf.

8. Indemnity

8.1 You unconditionally and irrevocably indemnify Little Wings and its Representatives against all and any Claims arising directly or indirectly from the delivery to, or use of the Services by You, including (but not limited to):

- (a) any death or injury to You;
- (b) any loss, damage or destruction to Your real or personal property; and



(c) the delay, inability, cancellation or failure to complete or commence the Services, including arising from any negligent act or omission of Little Wings or its Representatives.

9. Parent/guardian undertaking

9.1 Where a Passenger is under the age of 18 at the time of accepting and/or using the Services, a parent's (or legal guardian's) signature on behalf of that Passenger will be binding on both the parent (or legal guardian) and that Passenger.

10. Statement of understanding

10.1 You acknowledge that:

- (a) You have been advised to seek legal advice and have had sufficient time to read and understand these Terms of Use in its entirety prior to using the Services;
- (b) You have read and understood these Terms of Use;
- (c) You are over the age of 18 (or otherwise have a legal parent or guardian who will accept these Terms of Use on Your behalf) and are legally competent to provide this waiver, release and discharge;
- (d) You understand the conditions set out in these Terms of Use are binding, are intended to have legal effect and are not merely a warning or recital; and
- (e) You understand Little Wings and its Representatives are relying upon each of the acknowledgements set out in these Terms of Use.

11. General

11.1 A duplicate, photocopy, facsimile image or electronically reproduced and stored copy of these Terms of Use (a 'Copy') shall have the same legal effect as the original Terms of Use. If the original Terms of Use are not provided, lost, destroyed, misplaced or otherwise not available, a Copy will be substituted for the original Terms of Use;

11.2 The terms of these Terms of Use may not be modified, unless agreed in writing by You and Us;

11.3 These Terms of Use, contains the entire agreement between You and Us with respect to its subject matter and supersedes all earlier representations and agreements made by or existing between Us and You with respect to its subject matter. You acknowledge that, but for the representations made by Us in these Terms of Use, We would not have agreed to provide the Services; and

11.4 These Terms of Use is governed by the laws of New South Wales. You submit to the non-exclusive jurisdiction of courts exercising jurisdiction there.



EXECUTED AS A DEED POLL:

(OPTIONAL) By checking this box, you give permission to Little Wings to use Your information, images and other media in accordance with Clause 5 of these Terms of Use

Signed, sealed and delivered by)
You in the presence of:)
)

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Signature of Witness

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Print Name

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Print name of Witness

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Signature

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Date

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Address

If You are under 18 years of age:)
Signed, sealed and delivered by)
Your Parent or Guardian in the)
presence of:)

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Signature of Witness

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Print Name

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Print name of Witness

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Signature

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Date

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Address