# **CLIENT REGISTRATION FORM**



## DATE:

PERSONAL DETAILS: First Name:		Surname:	
Date of Birth:	_		
Residential address:			
Suburb:	_State:		Postcode:
Telephone (Home):		Mobile:	
Email address:			
Occupation:			
HOW DID YOU HEAR ABOUT MUMMY'S WIS	H?		
<b>PARTNER'S DETAILS:</b> (If applicable)			
Name:			

## CHILDREN'S DETAILS:

Date of Birth:	Sex:
Date of Birth:	Sex:
	Date of Birth: Date of Birth: Date of Birth: Date of Birth:

## **CONTACT REPRESENTATIVE'S DETAILS:**

If you anticipate difficulties liaising with Mummy's Wish staff, please nominate someone to do this on your behalf.

Name:	Relationship:
Telephone (Home):	_ Mobile:
Email address:	

## **DIAGNOSIS & TREATMENT DETAILS**

Type of Cancer:	Date of diagnosis:
Treating Hospital:	
Treating Specialist:	Phone:
Current treatment:	

I have read, understood and agreed to the following terms and conditions.

Name of Client:	
Signature of Client:	Date:

Emailing this form constitutes the acceptance of the terms and conditions in place of a signature.

Please return this registration form with a signed referral letter from your GP or treating specialist confirming your diagnosis and current treatment. Email to contact@mummyswish.org.au

### Helping mums with cancer

Mummy's Wish www.mummyswish.org.au - ABN: 92 153 050 569 - Charity Registration: CH1656 Phone: 1300 045 741 - Email: contact@mummyswish.org.au - Address: PO BOX 165, Northgate, Qld 4013

#### Terms and Conditions of Registration

In these Terms and Conditions of Registration:

Agency means Mucmmy's Wish Inc ABN 92 153 050 569 Claim / Claims means any type of claim, damage, loss, liability or the like, however and wherever arising

Client means You Contact Representative means the person named in the Schedule

Goods means any gifts, merchandise, promotional material, toys, vouchers, home wares, cooking materials and the like donated to the Agency by Suppliers and then

donated by the Agency to the Client **Services** means the services specified in the Schedule to be provided by the Service Provider to the Client which may include without limitation housecleaning, financial assistance, memory making, provision of family meals, free hire of iPads during hospital stays for Skype sessions with family, hospital parking assistance and the like

Service Provider means the contractor who provides the Services to the Client Supplier means any third party that provides Goods to the Agency

In exchange for the Agency accepting my application as a Client and registering me with the Agency I acknowledge and agree to the following Terms and Conditions of Registration:

- The Agency is a charitable organisation that provides assistance to mothers diagnosed with cancer through the facilitation of Goods and Services. 1
- The relationship between the Agency and me is a charitable and voluntary 2 association. It is not a partnership or a joint venture or a relationship of principal / agent or employer / employee.

#### Provision of Goods and Services

- I have asked the Agency to provide charitable assistance to me and/or my family through the facilitation of Goods and Services. I understand the facilitation of Goods and Services by the Agency is
- 4 discretionary and will be determined and assessed by the Agency on a caseby-case basis using the information supplied by me and subject to the availability of resources. I understand the Agency may, in its discretion, facilitate one or more Goods or Services to me. These Terms and Conditions have been written as if the Agency has agreed to facilitate Goods and Services to me, although I understand it is under no obligation to do so.
- The Good and Services may be provided at my home (at the residential address listed in the Schedule) or at a hospital or another location as agreed 5 between the Agency and me.
- The Agency has made no promises or guarantees that Goods or Services will 6 be facilitated to me or about the frequency or quality of any Goods or Services facilitated to me.

#### Obligations

- The Agency may, in its discretion, provide charitable assistance to me through the facilitation of Goods and Services. I understand the Agency is under no obligation to do so.
- I will keep the Agency informed of all relevant changes in my circumstances (including medical diagnosis) and any changes that I may request to the Goods and Services.
- If I need to cancel Goods or Services I will notify the Agency as soon as possible. The Agency is aware that, at certain times, cancellation without 9 notice may be unavoidable.
- 10 I represent and warrant that the information set out in the Schedule is true and accurate at the time I signed these Terms and Conditions. If that information changes, I will inform the Agency of those changes. The Goods and Services facilitated by the Agency to me will be provided free-
- 11 of-charge to me. I understand I am not required to pay any money to the Agency for the Goods and Services.

- Service Providers and Suppliers12 The Agency will engage third party Service Providers and the Service Providers will provide the Services.
- The Agency will obtain donations from Suppliers to facilitate the provision of 13 Goods.
- The Agency is acting only as a facilitator between me and the Service Provider 14 or between me and the Supplier. The Agency is not personally providing the Services. The Agency is not personally providing the Goods. The Agency is not responsible for the quality of the Goods or the Services.
- 15 The Service Provider is solely responsible for the quality of the Services. The
- Supplier is solely responsible for the quality of the Goods. The Agency has sought and obtained warranties from the Service Providers as 16 to their honesty, trustworthiness, reliability, skills, qualifications, expertise and physical capacity to provide the Services. However, the Agency does not warrant any of these traits to me.
- While the Agency will use reasonable endeavours to engage Service Providers who will provide the Services in a professional, lawful and proper manner, the Agency cannot and does not warrant that a Service Provider will do so. 17
- The Agency is a not-for-profit charity that is attempting to facilitate Goods and Services to assist me and/or my family. I represent and warrant that I understand that the Agency cannot and does not provide any warranties to me about the standard and quality of the Services or the Service Providers or the 18
- I understand the Service Providers are an independent contractors who are 19 responsible for their own licenses and insurances.
- I understand the Service Provider will be engaged only to provide specific and limited Services to me and/or my family. I understand and warrant that I will not ask the Service Provider to provide any additional services to me. If I do, 20

I understand and warrant that I will

- be responsible for paying directly to the Service Provider all costs associated With the provision of the additional services. If I wish to obtain further assistance from a Service Provider I will contact the Agency to discuss this assistance.
- 21
- Agency to discuss this assistance. To the extent required I will provide instructions to the Service Provider to enable the Service Provider to provide the Services. To the extent necessary I authorise the Contact Representative to liaise with the Agency and the Service Provider to facilitate the provision of Services to me from the Service Provider. To provide the Services I understand the Service Provider may require access to my residence or to other venues agreed in writing between the Agency and me. If I have required Code or Services the provision of which requires 22
- 23 me. If I have requested Goods or Services the provision of which requires access to my residential premises and property I understand the Goods and Services may only be provided if I allow the Supplier and/or the Service Provider and/or the Service Provider's employees to access my residence. I may need to provide keys, access cards or remotes to the Service Provider. In these divergences are the service provider of the service provider is the service provider. those circumstances I understand the Service Provider (and not the Agency) is responsible for the keys, access cards or remotes.

#### Release and indemnity

- I release and forever discharge the Agency and its employees from any Claim and for any loss or damage of any nature whatsoever that I may suffer or incur of any kind (or that any family member, household member, friend or acquaintance may suffer or incur of any kind) directly or indirectly as a result of or in any way associated with:
- 24.1 24.2 any default or defect in the Services and/or the Goods;
- any act, errors or omissions by the Service Provider and / or the Supplier;
- 24.3 any act, errors or omissions by the Agency in anyway related to the Goods or the Services;
- any statement or misstatement by the Agency or any employee of the 24.4 Agency to me or to any person for or on my behalf in anyway related to the Goods or the Services.
- Regardless of whether a legally enforceable Claim is threatened or made, I indemnify the Agency for all loss or damage it suffers or incurs or is liable for 25 in any kind in connection with or arising from these Terms and Conditions in relation to:
  - the Services and the provision of the Services by the Service Provider 25.1 and the Agency's facilitation of those Services; the Goods and the provision of the Goods by the Supplier and the
  - 25.2 Agency's facilitation of those Goods;
  - any act or omission by me or by any person on my behalf; any act or thing that I do that does or may bring the name of the 25.3 25.4
  - Agency into disrepute; and / or 25.5
  - any loss or damage that the Agency may otherwise suffer or incur if  ${\rm I}$  do any act or thing or omit to do any act or thing.
- To the extent permitted by law the Agency is not responsible for any loss or damage of any nature whatsoever that I may suffer or incur (or that any family member, household member, friend or acquaintance may suffer or incur) directly or indirectly as a result of or in any way associated with: 26.1 any default or defect in the Services and/or the Goods; 26
  - 26.2
  - any act, errors or omissions by the Service Provider and / or the Supplier.
- Clauses 24, 25 and 26 survive termination of these Terms and Conditions. 27

- Confidentiality and privacy 28 Both parties agree to keep all confidential information of the other party confidential and to use such information only for the purposes of performing these Terms and Conditions, unless our Mummy's Wish Inc representative feels that in the interests of yours or your family's safety we need to share certain information with a person best able to assist.
- I shall keep with absolute confidentiality any confidential information that I may see, hear or acquire in relation to the Agency or any other client 29
- I consent to my name, address, any interim address, telephone number, email address and Contact Representative's details kept by the Agency being given 30 by the Agency to any Service Provider or Supplier as the basis of the Agency's facilitation of Goods and Services to me or for me and my family and I expressly waive any rights which I may have in relation to that information.
- 31 I consent to the Agency using my photographic or other image and/or written or verbal comments that I have made throughout the course of these Terms and Conditions in whatever manner the Agency deems appropriate to further promote the interests of the Agency, which may include without limitation, promotional material, media, print and any other form of advertising.
- I authorise the Agency to scan and retain on file any relevant documents that may prove my identity and / or contact details and / or health information and 32 my Contact Representative's contact details. I acknowledge the terms of the Agency's privacy policy.

Termination

- I will give the Agency not less than two (2) weeks written notice if I choose to have my name removed from the Agency's Register of Clients thereby 33
- terminating these Terms and Conditions. The Agency is entitled to remove me as a Client from the register and not facilitate any Goods or Services to me and terminate these Terms and Conditions at any time or if I breach these Terms and Conditions. On request from the Agency at any time and upon termination of these Terms 34
- 35 and Conditions for any reason I will return to the Agency within 48 hours (unless a longer time is agreed in writing between me and the Agency) any Goods that have been loaned to me by the Agency or any Supplier.

### Helping mums with cancer

