

11 Did you lodge an application and were deemed eligible to sit the Australian Medical Council exams before 1 January 1997?

No
Yes

Residency Status

12 Were you born in Australia?

No
Yes Go to 16

13 Are you currently a temporary resident?

No
Yes Go to 15

14 What date did you become a permanent resident or Australian citizen?

15 Are you a New Zealand citizen or New Zealand permanent resident?

No
Yes

Required location

If applying for more than one location, you must complete questions 16-22 for each location by attaching a separate sheet with details.

16 Location start date

Location end date (if known)

17 Which one of the following do you want to do at this location: refer and request only (e.g. hospital interns)

No
Yes

or

refer, request and provide Medicare rebateable services

No
Yes

or

refer, request and assist at operations only

No
Yes

18 Are you in an approved placement (refer to Approved 3GA programs under Approved 3GA programs)?

No
Yes

Before your application can be finalised, the organisation authorised to approve your placement must complete and sign an approved placement form and send it to Medicare Australia.

The required location is the physical address (not a post office box) from which you will render services.

Contact the practice to answer questions 19, 20, 21 and 22.

19 Practice name or building

Property or Department

Suite Unit Shop

Number Floor number

Practice Address

Postcode

Daytime phone number

Fax number

Email

20 Does this practice use Medicare Online?

No

Yes what is the Practice Management Software Location ID?

21 Does this practice use Medicare Easyclaim?

No

Yes which financial institution supplies the EFTPOS device?

22 Is this a government funded Aboriginal and Torres Strait Islander health service?

No

Yes

Bank account details

Payment cannot be made into credit card, loan or mortgage accounts.

23 Name of bank, building society or credit union

Branch where account is held

Branch number (BSB)

Account number (this may not be the card number)

Account held in the name(s)

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then this Deed may be terminated immediately by the Licensor. If the Licensee commits a breach of the provisions of this Deed stated above and fails to rectify such breach within 7 days of being required so to do by the Licensor or if the Licensee commits repeated breaches of the provisions of this Deed then and in such event the Licensor may determine this Deed by written notice delivered to the Licensee or forwarded by pre-paid post to the Licensee's last known address and upon service of such notice this Deed shall cease and determine preserving nevertheless all rights and liabilities of either party accrued or accruing before the date of such determination.

14.4 On termination **all records in any form** will remain the property of the Licensor and the Licensee must hand over to the Licensor all records including files, file notes or computer records in relation to all the patients of the Practice.

15. **TERM OF LICENCE**

15.1. The term of the licence granted shall be three (3) months subject to prior determination herein of provided pursuant to Clause 14.1.

15.2 At the completion of the term either party has an option to renew the licence for a further term of three (3) years or to terminate the licence without having to offer a reason to the other party.

15.3 If the licence continues beyond the term referred to in Clause 15.2 then it shall continue from month to month terminable by either party on one (1) month's notice in writing to the other expiring at any time.

15.4 Upon determination of the Licence under this Clause the Licensee covenants that:

- (a) He will cease servicing the patients immediately;
- (b) He shall not use or disclose any information relating to the Licensor's business or the patients from the date of determination other than to his professional advisors or required by law;

15.5 Upon termination, the Licensee agrees not to carry out the practice of medical services, at least 10 kilometres from the present location of Wollombi Medical practice for a period of 3 years.

16. **RELATIONSHIP OF PARTIES**

It is acknowledged and agreed by the Licensee that the Licensee is not an agent, partner, servant or employee of the Licensor and that neither the Licensee nor any of his servant or agents shall have any right or authority to bind the Licensor in any respect or for any purpose and the Licensee shall not indulge in any conduct which would deceive or mislead the public into believing that the Licensor is in any way involved in the ownership of the business conducted by the Licensee in the designated area.

11. LICENSOR'S EXCLUSIVE PROPERTY

11.1. The Licensee acknowledges and agrees that the name and the logos and any name or names containing the name are the exclusive property of the Licensor and that the Licensee has no interest in them.

12. CONFIDENTIAL INFORMATION

12.1 The Licensee shall not disclose, use or make copies of any confidential information including but not limited to advertising, sales promotion, accounting systems, business methods or procedures, services, studies or client lists of the Licensor.

12.2 The Licensee will not at any time be entitled to any electronic records of the Practice (outside the practice).

13. TRANSFER OF LICENSEE'S INTEREST

13.1 The rights and interests under clause 2(a) and 2(b) granted to the Licensee are personal to the Licensee and may not be directly or indirectly sub-licensed mortgaged or encumbered.

14. TERMINATION OF LICENCE

14.1 During the initial three (3) month term referred to Clause 15.2 either party may terminate this licence on giving two (2) weeks written notice.

14.2 During the three (3) year term, should the option referred to in Clause 15.3 be taken, then either party may terminate this licence on giving two (2) month's notice.

14.3 If the Licensee:

- a) Fails to fulfill all obligations under this deed
- b) Commits any act or bankruptcy or makes any arrangement with his creditors or takes advantage of any Act for the time being in force for the release of insolvent debtors;
- c) Is guilty of neglect of any obligation hereunder;
- d) Conducts his business in such a manner as is or may be prejudicial to the business of the Licensor;
- e) Is convicted of any criminal offence other than traffic infringements; or
- f) Sub-licences mortgages or encumbers his interest hereunder or transfers or assigns in whole or in part or in any way his interest hereunder.