

Dr Deb The Travel Doctor

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Governing Policy

1. Purpose

- (1) The purpose of this *Governing Policy* is to, without limitation:
 - (a) govern the interpretation of **policies**; and
 - (b) make **policies** shorter, less complex and more consistent in operation.

2. Repeal and Enactment

- (1) *Governing Policy* with a Version Number of less than 1.0 are repealed.
- (2) This *Governing Policy* (Version Number 1.0) is:
 - (a) a **policy**; and
 - (b) enacted.

3. Definitions

- (1) Terms that appear in bold are defined within Schedule 1.

4. Interpretation

- (1) Words in the singular number include the plural and words in the plural number include the singular.
- (2) 'Includes' and similar expressions are not words of limitation.
- (3) Where a word or expression, including a term that appears in bold and is defined within a Schedule within a **policy**, is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (4) Unless stated to the contrary, a reference to:
 - (a) a thing includes any part of that thing; or
 - (b) a **person** includes the nominee of that **person** authorised pursuant to **law**; or
 - (c) a **policy** is a reference to that **policy** of **Dr Deb The Travel Doctor**; or
 - (d) a Section within a **policy** is a reference to that Section within that **policy**; or

- (e) a Schedule within a **policy** is a reference to that Schedule within that **policy**; or
 - (f) a **document** includes:
 - (i) that **document** as amended, supplemented, varied or replaced, from time to time; or
 - (ii) any copy, reproduction or duplicate of that **document**; or
 - (g) a **law** or **policy** includes:
 - (i) any subordinate **law** or **policy** issued under that **law** or **policy**; or
 - (ii) a reference to that **law** or **policy** as amended, re-enacted or replaced, from time to time; or
 - (iii) a **law** or **policy** enacted in replacement of that **law** or **policy**; or
 - (iv) a **document** to which that **law** or **policy** is subject.
- (5) Within a **policy**:
- (a) section headings; or
 - (b) a *Purpose* section;

are for reference purposes only and do not affect the meaning or interpretation of that **policy**.

5. Commencement

- (1) A **policy** that is enacted shall come into force upon uploading to **the website**.

6. Conduct of as a Result Repeal and Enactment

- (1) If a **policy** repeals a **policy** and enacts a **policy**, including that **policy**, and **conduct** as a result of the **policy** that was repealed is identical to **conduct** as a result of the **policy** that is enacted, then for the purposes of that **conduct**, that **policy** shall be taken to have not been repealed.

7. Interaction with Laws

- (1) **Dr Deb The Travel Doctor** shall not contravene a **law**.
- (2) No **policy**, **conduct** or **worker** shall contravene a **law**.
- (3) Notwithstanding Section 7(1) to Section 7(2), if there is an inconsistency between a **law** of one jurisdiction and a **law** of another jurisdiction, the **law** of the jurisdiction where the **policy** is in force or the **conduct** occurs shall prevail, and the other **law**, to the extent of the inconsistency, shall be invalid.
- (4) For the avoidance of doubt, Section 7 shall:

- (a) prevail if there is an inconsistency between any other Section, or part thereof, of this *Governing Policy* or any other **policy**, and the other Section, or part thereof, of this *Governing Policy* or the other **policy**, to the extent of the inconsistency, shall be invalid;
- (b) apply to all **conduct**; and
- (c) bind:
 - (i) **Dr Deb The Travel Doctor**; and
 - (ii) all **workers**.

8. Jurisdiction

- (1) Any legal action or proceeding brought pursuant to a **law** in force within the Commonwealth of Australia to which **Dr Deb The Travel Doctor** is a party shall be construed and interpreted in accordance with the **law** in force within the city of Brisbane of Queensland of the Commonwealth of Australia.
- (2) All parties to any legal action or proceeding brought pursuant to a **law** in force within the Commonwealth of Australia to which **Dr Deb The Travel Doctor** is a party irrevocably submit to the exclusive jurisdiction of the judiciary within the city of Brisbane of Queensland of the Commonwealth of Australia and waive the defence of inconvenient forum to the maintenance of any such legal action or proceeding within the city of Brisbane of Queensland of the Commonwealth of Australia.

9. Severability

- (1) If a **policy**, or part thereof, is determined to be illegal, invalid or otherwise unenforceable by reason of a **law** in force within the jurisdiction in which that **policy**, or part thereof, is intended to be in force, then to the extent and within the jurisdiction in which that **policy**, or part thereof, is illegal, invalid or unenforceable, that **policy**, or part thereof, shall be severed and deleted and all remaining **policies**, or part thereof, shall continue to be in force.
- (2) If any **conduct** is determined to be illegal, invalid or otherwise unenforceable by reason of a **law** in force within the jurisdiction in which that **conduct** is intended to occur, then to the extent and within the jurisdiction in which that **conduct** is illegal, invalid or unenforceable, that **conduct** shall be severed and cease and all remaining **conduct** shall continue to occur.

10. Waiver

- (1) **Dr Deb The Travel Doctor** reserves all powers, privileges, remedies and rights unless explicitly stated to the contrary.
- (2) Any failure or delay to exercise any power, privilege, remedy or right by **Dr Deb The Travel Doctor** shall not operate as a waiver thereof.
- (3) Any exercise of any power, privilege, remedy or right by **Dr Deb The Travel Doctor** shall not preclude any other or further exercise of the same or of any other power, privilege, remedy or right.

- (4) Any waiver of any power, privilege, remedy or right by **Dr Deb The Travel Doctor** shall not be construed as a waiver of that power, privilege, remedy or right with respect to any other occurrence.

Schedule 1

Dictionary

Conduct includes:

- (a) an action by a **worker**; and
- (b) the inaction of a **worker**.

Document means a record of information, and includes:

- (a) anything on which there is writing; or
- (b) anything on which there are marks, figures, symbols or perforations having a meaning for individuals qualified to interpret them; or
- (c) anything from which sounds, images or writings can be reproduced with or without the aid of anything else; or
- (d) a map, plan, drawing or photograph.

Dr Deb The Travel Doctor means Dr Deb The Travel Doctor Proprietary Limited (Australian Company Number: 071 390 693) trading as Dr Deb The Travel Doctor (Australian Business Number: 76 071 390 693).

Law means a rule regulating an action or an inaction that is prescribed or formally recognised as binding or enforced by a controlling authority through the imposition of penalties, and includes:

- (a) an Act; or
- (b) a code; or
- (c) a decree; or
- (d) an edict; or
- (e) an ordinance; or
- (f) a precedent; or
- (g) a proclamation; or
- (h) a regulation; or
- (i) a statute; or
- (j) a tort.

Person means an individual, an association, a body politic, a body corporate, a company, a corporation, a firm, a group, a government department or authority, an organisation, a partnership, a proprietorship, a semi-government department or authority, or a trust.

Policy means:

- (a) a **document** authorised by **Dr Deb The Travel Doctor**; or
- (b) anything referred to by or in a **document** authorised by **Dr Deb The Travel Doctor**;
that directs, guides or informs **conduct**.

The website has the same meaning as in the *Website Terms and Conditions*.

Worker means an individual who carries out work in any capacity for **Dr Deb The Travel Doctor**, including work as:

- (a) an employee; or
- (b) a contractor or subcontractor; or
- (c) an employee of a contractor or subcontractor; or
- (d) an employee of a labour hire company; or
- (e) an outworker; or
- (f) an apprentice or trainee; or
- (g) a student gaining work experience; or
- (h) a volunteer.