

Save & Deliver Doctor's Bag Service Terms and Conditions

1 Introduction

- 1.1 This website www.discountchemistliverpool.com.au (the "Site") is owned and operated by Pharmacy Management S&D Liverpool Pty Ltd (ABN 27 615 975 392) (**Save & Deliver**).
- 1.2 Save & Deliver supports Doctors from most regions of Australia by providing an ordering system for emergency medical supplies (**Doctor's Bag**).
- 1.3 Subject to these terms and conditions, Doctor's Bags will be supplied by Save & Deliver to Doctors who make an order through the Site for emergency use on patients.
- 1.4 In addition to these terms and conditions which apply to the Doctor's Bag Service, the following terms also constitute the whole agreement between you and Save & Deliver:
- (1) Save & Deliver Privacy Policy. www.discountchemistliverpool.com.au/privacy-policy
 - (2) Save & Deliver Website Terms of Use. www.discountchemistliverpool.com.au/terms-of-use
 - (3) Save and Deliver Disclaimer. www.discountchemistliverpool.com.au/disclaimer
 - (4) Any other terms and conditions Save & Deliver provides to you, or publishes within the Site from time to time.
- (Complete Agreement).**
- 1.5 You should always check these terms and conditions every time you visit the Site as Save & Deliver may make changes to it from time to time without letting you know.

2 Warranties

By making an order for a Doctor's Bag through the Site you warrant that:

- (1) you are a registered medical practitioner or nurse practitioner who is approved to provide Pharmaceutical Benefits Scheme medicines under the *National Health Act 1953*;
- (2) you are eligible to receive the Doctor's Bag under the Pharmaceutical Benefits Scheme;
- (3) the information you supply as part of the registration process below, or any order for a Doctor's Bag, will be accurate and not misleading, deceptive or likely to be misled or deceive.

3 Accounts and use of Site

- 3.1 In order to make an order for a Doctor's Bag, you must:
- (1) register a username and password through the Site; and
 - (2) comply with an ordering method or system required by Save & Deliver.
- 3.2 It is your responsibility to ensure that any information that you provide as part of that registration process, or for a Doctor's Bag order, is completely correct.
- 3.3 You must not:

- (1) use another person's personal information, including name, login details or password without permission;
 - (2) make any fraudulent orders;
 - (3) commit any act that may breach any laws; or
 - (4) knowingly permit another person to do any of the above acts.
- 3.4 If you are provided with information including username and password to access your Doctor's Bag service account, you must keep that information strictly confidential, and you must not disclose it to any other person, or permit another person from accessing your account.
- 3.5 Save & Deliver reserves the right to cancel your account at any time it wishes (with or without giving you any notice or reason). You cannot make any claim (of any nature) against Save & Deliver if such cancellation occurs.

4 Orders

- 4.1 Any order for a Doctor's Bag is always subject to acceptance by Save & Deliver.
- 4.2 Notwithstanding any other provision to the contrary, **Save & Deliver reserves the right to cancel or vary any order** at any time and will notify you of that cancellation or variation.
- 4.3 You may order the maximum quantity of an item for a Doctor's Bag provided you do not already have the maximum quantity on hand.
- 4.4 The items contained in any one Doctor's Bag may be obtained a maximum of once per month.
- 4.5 A receipt must be signed by you, or your authorised representative, when the Doctor's Bag is received.
- 4.6 Whilst:
- (1) the Site specifies that Save & Deliver guarantees next day postage/delivery when a Doctor's Bag is ordered before 4pm on the previous business day; and
 - (2) Save & Deliver will endeavour to ensure that this guarantee is met in respect of each and every Doctor's Bag order,

Save & Deliver will not be liable for any:

- (3) delay in the delivery of a Doctor's Bag; or
- (4) failure to deliver a Doctor's Bag at all,

where such delay or failure is due to a matter which is beyond the reasonable control of Save & Deliver (including where couriers fail to deliver or are delayed).

- 4.7 Further, Save & Deliver will not be liable for any:
- (1) damage to a Doctor's Bag and any items in it;
 - (2) claim that a Doctor's Bag is not fit for its intended purpose; or
 - (3) a Doctor's Bag being lost or damaged in transit.

5 Disclaimer

- 5.1 **No warranty** (of any nature) is provided with respect to any information contained on the Site relating to the Doctor's Bag service.
- 5.2 Please note that any information and statements made on the Site in relation to the Doctor's Bag service are **not** to be construed (under any circumstances) as being advice in relation to the diagnosing, treating, curing or preventing any health condition. No information or statement within the Site in relation to the Doctor's Bag service is to be construed as medical advice, diagnosis or medical treatment.

- 5.3 Use of the Doctor's Bag service on the Site is at your sole risk.
- 5.4 Accordingly, Save & Deliver take no responsibility whatsoever, and will not be liable for any losses, costs, expenses, injury or damages you suffer with respect to your use of the Doctor's Bag service.
- 5.5 You indemnify Save & Deliver and its officers, employees and agents against all losses, costs, damages, claims and expenses arising from any breach of these terms and conditions by you.