



Pharmaceutical Society of New Zealand Incorporated – Terms of Trade

1 Scope

These terms of trade govern supply of goods and services (as applicable) from Pharmaceutical Society of New Zealand Incorporated (Incorporated Society no. 1480170) ('we', 'us', 'our') to the customer ('you', 'your'). These terms of trade shall be incorporated into any agreement for the provision of services to be performed by us for you and any agreement for the provision of goods by us to you. These terms shall prevail over any terms submitted by you.

2 Ordering

- 2.1 **Contract formation for the supply of goods and services:** This website and the information on it constitute an invitation to treat and not an offer to supply goods or services. When you order goods or services from us, this constitutes an offer from you to buy those goods or services in accordance with these terms of trade. Only when we have accepted your order by notifying you in accordance with clause 2.4 shall a contract be formed between you and us.
- 2.2 **Supply of goods and services:** You may order goods and services from us by completing and submitting the order form on this website or sending us a copy of a completed order form by email, fax or post ('order'). You must provide all required information (including your name, membership number, physical address, and your credit card details if paying by credit card) or we might not be able to process your order.
- 2.3 **Loan of goods:** You may request to borrow goods from us that we hold in our library by emailing us at the address specified on this website or by visiting our library.
- 2.4 **Our discretion in rejecting or accepting orders:** No order shall be deemed accepted by us until we have sent you an order confirmation. No order will be dispatched until our receipt of cleared payment from you. We reserve the exclusive right to accept or reject (for any reason whatsoever and in whole or in part) any order submitted by you. If we reject your order (or part of your order), any money paid by you in relation to the rejected part of that order shall be refunded and we shall have no further liability to you in relation to the rejected part of that order.

3 Supply of services

- 3.1 **Provision of services:** We may agree to provide you with services through in-person discussion between us, by written agreement between us, by you completing and submitting an order form on this website or by email between us. Once such a contract is formed, you acknowledge that these terms apply to that contract. You acknowledge we are not bound to provide some of the services (for example, if you have completed an expression of interest form or wish to be provided services that are only able to be provided to a limited number of people) until we have confirmed with you the provision of services by us.
- 3.2 **Independent contractors:** You acknowledge, understand, and agree that we have been engaged to provide services to you as an independent contractor and not as an agent, partner, employee, or joint venturer of

you. You acknowledge that we may enter into contracts with third parties to provide the services to you. Nothing in this Agreement shall be taken as constituting us to be your employee or agent. You acknowledge that you have no right or authority to assume or create any obligations of any kind or to make any representations or warranties of any kind (whether express or implied), for, or on behalf of, us or to bind us in any respect.

4 Prices

- 4.1 **Prices for goods:** The price payable for goods ordered by you shall be the price quoted on this website at the time your order is submitted, together with any applicable delivery charges (which are payable in addition to the price of the goods). We may vary any prices on this website at any time and without notice to you.
- 4.2 **Currency:** Except where specifically stated in relation to a particular good, the prices for the goods are stated and are payable in New Zealand dollars (NZD).
- 4.3 **Taxes and other charges:** All prices and delivery charges within New Zealand are inclusive of New Zealand Goods and Services Tax at the then-current rate. Except for New Zealand Goods and Services Tax, prices do not include import fees, duties, tariffs, taxes or other imposts or charges which may be payable in relation to your order. You shall be liable to pay any import fees, duties, taxes, and other imposts or charges which are payable in relation to your order, if applicable.
- 4.4 **Prices for services:** The price payable for services that we provide you will be set out in the order form, or the relevant agreement or documents provided by us in relation to that service. These prices may be one-off charges or payable in instalments. You acknowledge that some services will not be provided to you unless and until payment is received by us from you in full (or instalments are received on the required date for payment of each instalment) for that particular service.

5 Payment

- 5.1 **Invoicing:** If we have provided you with an invoice for the provision of our services, you must provide payment for this invoice within the time specified either on that invoice or as agreed in our agreement for services. Where no time period is specified or agreed, then you must pay all invoices within 14 days of the date of the invoice.
- 5.2 **Payment for goods and services:**
- a You can pay for your orders via credit card, internet banking or cheque.
 - b Pursuant to your agreement for services with us, you may be able to pay for our services by credit card, internet banking or cheque.
 - c If paying via credit card you can pay by either providing details of your credit card to us when you submit your order or by using our third-party payment service that you will be directed to use on our website. When paying by credit card you agree to pay for your order or services by authorising us or our third-party payment service to charge your credit card account for the total price of the goods ordered and any applicable delivery charges. Please do not send your credit card information by email, as we are only able to accept credit card information by post, facsimile or telephone.
 - d If paying by internet banking you can pay by using our third-party payment service that you will be directed to use on our website. When paying by internet banking you must use the customer number specified on the order form (or other agreement) as your reference so that we are able to match your payment to your order or services.

e You acknowledge that all orders are subject to our receipt of cleared payment from you in our bank account.

5.3 **Problems with payments:** If there is a problem with your payment for goods or services (for example, if your credit card transaction is declined or if your account is unable to be directly debited pursuant to a direct debit arrangement you have authorised with us), we may contact you to make alternative payment arrangements.

5.4 **Debt collection costs:** You will be liable for all debt collection costs where you fail to make payment for any order or for any services we have supplied or will supply to you.

6 Availability and Cancellation

6.1 **Availability of goods:** All orders for goods are subject to the availability of goods. If for any reason a good is not available, we will endeavour to notify the non-availability on this website. We may revise the range of goods or the specification of any good at any time and without notice to you.

6.2 **Cancellation of orders for goods:**

a Where goods are listed on this website with an incorrect price or with incorrect information, we reserve the right to cancel your order (regardless of whether you have made payment for that order). Where you have already made payment for an order that is subsequently cancelled by us, we will refund the amount paid by you in relation to that order.

b You may cancel your order any time prior to our order confirmation. Once we have confirmed your order, you are not able to cancel that order.

7 Delivery of goods

7.1 **Post Office Box and Private Bag addresses:** We do not deliver to Post Office Box or Private Bag addresses.

7.2 **Delivery costs:** Delivery costs are usually included in the price of the goods. Should delivery costs be added to the cost of the order, these will be calculated based on the number of items ordered, and their weight and destination or size. Delivery costs are added to the total good cost and are determined by the goods ordered and the delivery method selected during ordering.

7.3 **Loss or damage in transit:** You must investigate the packaging of any good delivered to you to check for any damage before accepting the delivery (for example, by signing for the delivery from the courier). We do not accept any liability for loss or damage in transit that exceeds the value of the goods applying to that delivery. You must make all claims for loss or damage during transit to the carrier no later than 7 days after the delivery date (and you must notify us of any such claims). Where you believe that there is a shortage in the quantity of goods delivered, you must notify us of any such claim within 7 days of delivery and you must provide us with a reasonable opportunity to investigate that claim.

8 Ownership and risk

8.1 **Ownership:** We retain ownership of and title in the goods we supply to you until we have received the full price for the goods and the applicable delivery charges. We retain ownership of and title in the goods lent to you through our library at all times.

8.2 **Failure to goods items on loan:** If you fail to return goods on loan to you within the loan period, we will endeavour to contact you for one month following the expiry of the loan period to seek return of the good. If we are unable to contact you during that month period or if you do not return the good within that month

period, you must pay us on demand the replacement cost of that good (and we retain the right to charge your credit card for that amount).

8.3 **Risk:** Once your order has been delivered to you, you assume full responsibility for and risk in the goods.

9 Refunds and Returns

9.1 **Returns:** You may, within 30 days of your order being delivered to you, return any good delivered under that order which is damaged or defective at the time of delivery or which is not the good you ordered. We will provide a replacement good, credit, or in the event that a replacement good is not available, a refund for that good upon receipt of the returned goods, provided that they are returned in the original condition in which they were sent to you.

9.2 **Return requirements:** When returning a good, you must:

- a contact us via email at p.society@psnz.org.nz immediately upon discovering that the good has been damaged;
- b return the good in its original condition and packaging, addressing it to the address that we notify to you once we have received your email; and
- c if the same good is unavailable we will contact you to inform you of this as soon as possible and, if so, you may need to provide us with your credit card or bank account details so that we can process your refund.

9.3 **Responsibility for returned goods:** Returned goods are your responsibility until they reach us. We shall not be responsible for misdirected shipments or goods lost or damaged in transit.

9.4 **Shipping fees for returns:** You are not entitled to any refund for shipping fees in relation to goods that you have returned. Delivery costs for re-shipping goods to you shall apply.

9.5 **Returns due to 'change of mind' and exchanges:** You may not return any good because you have changed your mind about that good. Exchanges are not permitted.

9.6 **Refunds for services:** If you are no longer able to utilise a service that you have ordered from us and we have received clear payment for that service from you, then for certain services and with our agreement in each case, you may be able to transfer the use of that service to another person, or we may, at our sole discretion, provide you with a refund of some or all of the amount you paid for that service. Specific terms for refunds may be set out on the relevant agreement between you and us for that service.

10 Warranties and liability

10.1 **Disclaimer:**

- a To the maximum extent permitted by law, we disclaim all warranties, representations, and guarantees (whether, express, implied, or statutory), with respect to any good or any information supplied to you by us including, but not limited to, warranties of availability, accuracy, non-infringement, completeness, timeliness, currency, merchantability, or fitness for a particular purpose. If you are acquiring goods from us for the purposes of a business, then the guarantees and remedies provided under the Consumer Guarantees Act 1993 shall not apply to the supply of those goods.
- b Although we have endeavoured to ensure that the good and pricing information for goods provided on this website is accurate, complete, and current, we do not provide any representations or warranties as to its accuracy, completeness or currency of information, and to the maximum extent permitted by law

we shall not be responsible or liable for any inaccurate, incomplete, or out-of-date information on this website.

- 10.2 **Limitation for goods:** In respect of the supply of goods to you, to the maximum extent permitted by law, our liability to you (whether in contract, tort, or otherwise) for any loss, damage, or injury arising from any defect in, or non-compliance of, a good supplied to you by us shall be limited to the price paid by you for that good.
- 10.3 **Limitation for services:** Our aggregate liability to you for all claims arising under or in connection with our provision of services to you shall not exceed the total price payable by you pursuant to the relevant agreement for those services.
- 10.4 **Exclusion:** To the maximum extent permitted by law, we will not be liable (whether in contract, tort, or otherwise) for any loss of profits, or any indirect, incidental, consequential, or economic loss or damage (howsoever caused), which you may directly or indirectly suffer in connection with your access to, use of, or reliance upon, any good or any information supplied to you by us, or in connection with any services performed by us for you.

11 General

- 11.1 **Changes to these terms of trade:** We reserve the right to change these terms of trade from time to time by publishing the changed terms on our website. When revised terms of trade are published on this website, all orders submitted by you and any services performed by us for you after the revised terms of trade are published shall be subject to the revised terms of trade.
- 11.2 **Severability:** If any provision of these terms of trade is held to be invalid or unenforceable for any reason, the remaining provisions shall, to the maximum extent possible, remain in full force and effect.
- 11.3 **Compliance with laws:** You shall be solely responsible for obtaining any necessary permits under (and for compliance with) all legislation, regulations, by-laws and rules that apply to the use of any goods you purchase from us or for the utilisation of any services performed by us for you.
- 11.4 **Force majeure:** We shall not be liable to you for any delay or non-performance of our obligations to the extent that such delay or non-performance is caused by an event or circumstance which is outside our reasonable control.
- 11.5 **Governing law:** These terms of trade (and any contracts to which these terms of trade apply) shall be governed by the laws of New Zealand and the courts of New Zealand shall have non-exclusive jurisdiction to hear and determine any dispute arising in relation to these terms of trade (and any contracts to which these terms of trade apply).
- 11.6 **Electronic Transactions Act:** You consent to receive communications from us electronically and agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You agree to be bound by any agreement reached through electronic communications in terms of the Electronic Transactions Act 2002.
- 11.7 **Applicable laws:**
- a This website is controlled and operated by us, from offices within New Zealand. Details contained on this website relating to the goods and the sale of the goods through this website have been prepared in accordance with New Zealand law and may not satisfy the laws of any other country. We make no representations or warranties as to whether or not the information or goods available from this website are appropriate or available for use in other countries. If you choose to access this website from outside New Zealand you are responsible for compliance with applicable local law.

- b If goods available on this website do not satisfy the laws of your jurisdiction, you must not order any goods through this website.

11.8 **Intellectual Property:** The materials contained on this website are protected under copyright and other laws of New Zealand, and under international conventions and similar laws abroad. Unless otherwise stated, copyright and other intellectual property rights in all material published on the website, including the textual material, artwork, photographs, computer software, audio and visual elements shall belong to us or our suppliers or licensors, as the case may be. The software which operates the website is proprietary software and you are not permitted to use it except as expressly allowed under these terms of trade. Any other use or purported licensing, modification, enhancement or interference is strictly prohibited.

11.9 **Trade marks:** The PHARMACEUTICAL SOCIETY OF NEW ZEALAND, PHARMACEUTICAL SOCIETY of New Zealand Incorporated device, the PHARMACY SELF CARE device, the ENHANCE work mark and device, the green cross device, and any other trade marks appearing on this website belong to us or our suppliers. You are not permitted to use or reproduce or allow anyone to use or reproduce those trade marks for any reason without our prior written permission.

These terms of trade were last updated on 2 October 2015.