

NZHPA – Notes on Injectable Drugs

Subscription Agreement

Effective date: 18 March 2023

1. The terms and conditions set out below (**'Terms'**) apply to the provision of access to the website www.noids.nz (**'Website'**) and supply of the hard-copy publication entitled 'Notes on Injectable Drugs' (**'Book'**):
 - (a) to the organisation specified in the relevant order for access to the Website and purchase of the Book (**'Order'**) as the **Subscriber**;
 - (b) by **the New Zealand Hospital Pharmacy Association Incorporated**, an incorporated society registered in New Zealand (registration no. 227337) having its registered address at Level 12, Grand Arcade Tower, 16-20 Willis Street, Wellington Central, Wellington 6012 (**'NZHPA'**).
2. For the purposes of these Terms:
 - (a) **'Workers'** means the Subscriber's employees, contractors, representatives, agents, and volunteers, and includes students who are undertaking training placements in the Subscriber's premises.
 - (b) **'Subscription term'** means the period commencing on 1 November each year and, subject to clauses 12 and 13, continuing to 31 October in the following year.
3. Subject to these Terms, NZHPA:
 - (a) grants to the Subscriber for the Subscription term a non-exclusive, non-transferrable, royalty-free right to access the Website for the purpose of enabling the Subscriber and Workers engaged by the Subscriber to access and use the information published on the Website during the course of their work or study with the Subscriber.
 - (b) will deliver to the Subscriber's nominated delivery address the number of Books specified in the Order (or as otherwise agreed), and any additional copies agreed between the parties, on at least one occasion in each Subscription Term.
4. NZHPA will issue an invoice to the Subscriber at the commencement of each Subscription Term for the fee specified in the Order (or otherwise agreed between the parties) (**'Subscription Fee'**) and the Subscriber must pay the invoice by the date specified in, and otherwise in accordance with, the invoice.
5. NZHPA will endeavour to:
 - (a) keep the information published on the Website accurate and current, by reviewing and updating the Website on a regular basis;
 - (b) ensure the Website is available for the Subscriber to access at all times during a Subscription Term (but cannot guarantee the availability of the Website at any particular time);
 - (c) provide email and phone support, to the person advised by the Subscriber to NZHPA as the nominated contact for the Subscriber, during business hours (being 9.00 am to 5.00 pm on each day that banks are open for business in Wellington, New Zealand).

6. The Subscriber must, and must ensure that all persons the Subscriber enables to access the Website, take reasonable steps to:
 - (a) prevent any unauthorised access to the Website;
 - (b) keep the Subscriber's allocated password(s) secure;
 - (c) notify NZHPA if the Subscriber becomes aware of any persistent unauthorised access to the Website;
 - (d) comply with these Terms;
 - (e) comply with any reasonable direction, request, or guideline issued by NZHPA in connection with these Terms, including to prevent certain persons from accessing the Website;
 - (f) not distribute the contents of the Website or the Book to any person other than the Workers (or other persons agreed between the parties).
7. NZHPA warrants that it has used reasonable endeavours to ensure that NZHPA has all necessary rights, licences and other permissions to be able to grant the licence contemplated by clause 3 to the Subscriber, and warrants that the use of the Website and Book by the Subscriber and its Workers, in accordance with these Terms and the instructions of NZHPA, will not infringe the intellectual property rights or other rights of any person.
8. Subject to clauses 9 and 11, NZHPA must indemnify the Subscriber on demand for all losses suffered by the Subscriber in respect of a claim that the Subscriber's receipt and/or use of the Book and/or Website in accordance with these Terms or otherwise as directed or provided by NZHPA, infringes the intellectual property rights of any other person ('**Claim**').
9. If a Claim arises, the Subscriber must:
 - (a) promptly notify NZHPA in writing of the Claim;
 - (b) make no admission of liability and not otherwise prejudice or settle the Claim, without NZHPA's prior consent; and
 - (c) give NZHPA complete authority and provide the information required for NZHPA to conduct and/or settle the negotiations and litigation relating to the Claim (provided that the Subscriber may give reasonable directions to NZHPA in the conduct of the defence or settlement of the Claim to the extent necessary to protect the Subscriber's reputation).
10. Neither NZHPA, nor the editors, authors, consultants, or contributors to the information published on the Website or in the Book, will be liable to the Subscriber whether in contract, tort (including negligence), breach of statutory duty or otherwise under or in connection with these Terms for:
 - (a) any loss of profit, loss of contract, loss of business, or loss or corruption of data (in each case whether direct or indirect);
 - (b) loss or damage suffered by the Subscriber or any person accessing the Website using the Subscriber's credentials or from the Subscriber's premises, through the use of, or the inability to access, the Website (whether direct or indirect);
 - (c) any loss or harm arising in connection with any actions by the Workers in reliance on the information made available by NZHPA on the Website or in the Book, whether wholly or partially (whether direct or indirect);

- (d) any indirect or consequential losses.
- 11. Without prejudice to clause 10 but subject to clause 8, the aggregate liability of NZHPA under or arising out of or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty, or otherwise will not exceed the Subscription Fee actually paid by the Subscriber to NZHPA under these Terms.
- 12. The Subscriber may terminate its subscription for any reason by giving NZHPA no less than two weeks' notice in writing (such notice to expire no earlier than the last day of the then current Subscription Term).
- 13. NZHPA may terminate the Subscriber's subscription:
 - (a) by two weeks' written notice to the Subscriber (such notice to expire no earlier than the last day of the then current Subscription Term); or
 - (b) immediately by written notice to the Subscriber:
 - (i) if NZHPA reasonably considers that the Subscriber has breached any of its material obligations under these Terms;
 - (ii) if the Subscriber fails to pay the Subscription Fee to NZHPA when due.
- 14. On termination:
 - (a) NZHPA will terminate the Subscriber's access to the Website and will cease providing revised copies for the Book:
 - (i) in the case of termination by the Subscriber under clause 12 or termination by NZHPA under clause 13(a), from the end of the then current Subscription Term;
 - (ii) in the case of termination by NZHPA under clause 13(b), from the date notice was provided by NZHPA to the Subscriber;
 - (b) unless otherwise agreed, the Subscriber must destroy all copies (including electronic copies) of the Book in the Subscriber's possession (and, on NZHPA's request, must provide written confirmation that all such copies have been destroyed).
- 15. Nothing in these Terms will require NZHPA to refund any part of the Subscription Fee to the Subscriber in the event either the Subscriber or NZHPA chooses to cancel the Subscriber's subscription prior to the expiry of the then current Subscription Term.
- 16. These Terms, each Order and any dispute or claim arising out of or in connection with their subject matter will be governed by the laws of New Zealand.

NZHPA may amend these Terms from time to time by sending an amended copy of the Terms ('**New Terms**') to the email address specified for the Subscriber either in the Order or as advised subsequently, and the New Terms will apply to the Subscriber's access to the Website and receipt and use of the Book from the effective date stated in the New Terms.