

Terms and Conditions

SWIFTPACK^(TM) AUSTRALIA TERMS AND CONDITIONS

NOTE: These Terms and Conditions will form part of all trading arrangements between the Pharmacy and the Customer for the provision of Services by the Pharmacy to the Customer and can only be varied by written notice by the Pharmacy to the Customer. Please take some time to review this Agreement. Use of our services constitutes your acceptance of these terms and conditions.

1. DEFINITIONS

In the following Terms and Conditions of Trading the “Pharmacy” shall mean “PCAC Aged Care” and any related body of the Pharmacy; “the Customer” shall mean the person(s) receiving Services or the “agent” of the resident (family member authorising this document) obtaining the Services as defined herein; and “the Services” means the services to be provided by the Pharmacy to the Customer as detailed in the Schedule attached to these terms and conditions of trading and any other services agreed in writing between the Pharmacy and the Customer.

2. ACTING IN RELIANCE

The Customer warrants that the information provided by the Customer in this document and other forms as required is true and correct. Separate documents may be used to collect additional information, including Medicare numbers, Concession numbers, Private Health Insurance details, as well as a preferred postal address for accounts, email addresses and other details as required from time to time. The Customer acknowledges that the Pharmacy in providing the Services to the Customer will act in reliance on this information.

3. BINDING TERMS AND CONDITIONS

The only contractual terms which are binding upon the Pharmacy are those set forth herein or otherwise agreed to in writing by the Pharmacy and those, if any, which are imposed by law and which cannot be excluded.

4. SERVICES AND PRICES

The Pharmacy shall supply all over the counter items and other pharmaceutical supplies at competitive retail prices. Price variations may be applied pursuant to mitigating costs resultant from any material change in the Pharmaceutical Benefits Scheme, Fuel Price Index or Inflationary Indices and in accompaniment with appropriate evidence thereto.

5. PAYMENT TERMS

Payment for Services provided by the Pharmacy to the Customer shall be made by credit card or direct debit and are payable 14 days after the end of month in which they are to be provided. The Customer authorises the Pharmacy to direct debit or charge the credit card specified for payment of any charges. If the card issuer or its agent declines to pay any such charges then the Customer shall pay them on demand. Payment terms are subject to change, notification of any change will be communicated at least 14 days prior. Credit card transactions do incur a transaction fee.

6. LATE PAYMENT

If the Customer defaults in making payment to the Pharmacy in accordance with these terms and conditions the Pharmacy may in its absolute discretion:

- Charge the Customer a late payment fee.
- Require the Customer to reimburse the Pharmacy within 7 days of receiving a written warning notice or services to the account will be restricted or suspended resulting in medication not being supplied.
- Charge for all collections costs including legal costs incurred by the Pharmacy calculated on a solicitor and own client basis as a consequence of the Pharmacy instructing its solicitor to provide advice to it in connection with each default and/or to institute such recovery process as shall in the absolute discretion of the Pharmacy be appropriate in the circumstances.

7. APPLICATION OF PAYMENTS

Any payments tendered by the Customer to the Pharmacy shall be applied as follows:

- Firstly, as reimbursement for any collection costs incurred by the Pharmacy in accordance with Clause 6(c) hereof;
- Secondly, in payment of any late payment fee to the Customer in accordance with Clause 6(a) hereof; and
- Thirdly, in satisfaction or part satisfaction of the oldest portion of the Customer's account.

8. INTERNET

Where the Services involve connection to the internet (world wide web), the Customer agrees to abide by Internet Protocol and any Rules imposed by Elements Healthcare Pty Ltd, Swiftpack Australia or the Pharmacy (which shall be set out on the web site) and acknowledges that Elements Healthcare or the Pharmacy is not and shall not be responsible for the content of any material obtained and/or used by the Customer in connecting to the internet. Elements Healthcare, Swiftpack Australia or the Pharmacy shall not be responsible for any loss and damage which the Customer may suffer or allegedly suffer as a consequence of using the Pharmacy's Services or being unable to use the Pharmacy's Services. Elements Healthcare, Swiftpack Australia or the pharmacy cannot and does not guarantee continuous supply of its services using an internet connection through/provided by the pharmacy, Swiftpack Australia or Elements Healthcare Pty Ltd.

9. TERMINATION

The arrangements between the Pharmacy and the Customer may be terminated by a minimum of 2 weeks written notice to the other PROVIDED THAT the Pharmacy may immediately terminate the arrangements for any breach by the Customer of these terms and conditions including if any monies due to the Pharmacy by the Customer are not paid within fourteen days of the due date or the Customer becomes bankrupt.

10. PRIVACY AUTHORITY

Where Services are supplied to the Customer on credit, the Customer irrevocably authorises the Pharmacy or Swiftpack Australia, its employees and agents to make such enquiries as it deems necessary to investigate the credit worthiness of the Customer from time to time including (but without limiting the generality of the foregoing) the making of enquiries of persons nominated as trade referees, the bankers of the Customer or any other credit providers (the information sources) and the Customer hereby authorises the information sources to disclose to the Pharmacy such information concerning the Customer which is within their possession and which is requested by the Pharmacy. The pharmacy's privacy policy is available at www.swiftpack.com.au.

11. RELEVANT LAW

These terms and conditions of and any contract including them shall be governed by the law of the State of Western Australia and the parties submit to the exclusive jurisdiction of the Court of that State.

12. GENERAL

In respect of the Customer's obligation to make payment for Services supplied by the Pharmacy to the Customer, time shall be of the essence. All communications shall be by notice in writing and sent to the Pharmacy and the Customer at their addresses facsimile numbers and email addresses detailed herein. A notice shall be deemed received when the sender hand delivers it or (if by fax or email) receives confirmation of receipt and in any event with 24 hours of sending the notice. Neither party can assign its rights under these terms and conditions nor may the Customer resell any Services or property provided by the Pharmacy without the Pharmacy's written consent.

These terms and conditions constitute the entire agreement between the Pharmacy and the Customer relating to the Services and there are no agreements understandings warranties or representations between the parties other than those contained herein. It is the Customer's responsibility to supply details of all concession entitlements and Medicare number necessary for the performance of these terms and conditions. No waiver by the Pharmacy of any default on the part of the Customer in the performance these terms and conditions. The singular shall include the plural and vice versa, words importing any gender shall include every other gender and where there is more than one party comprising the Customer, they shall be bound jointly and severally.

13. GST

To the extent that the supply of Services under this Agreement is a taxable supply, the Fee shall be increased by an amount equal to any GST which is liable in respect of that supply. The Pharmacy has an obligation in providing a tax invoice for those services at the end of the month during which the Services are provided. The expressions of 'GST', 'supply', 'taxable supply', and 'tax invoice' have the same meaning as in A New Tax System (Goods and Services Tax) Act, 1999.

14. PRIVACY ACT

Elements Healthcare Pty Ltd (Elements), Swiftpack Australia and PCAC Aged Care ("the Pharmacy") recognise the importance of protecting the privacy of our customers and other third parties who provide their personal information to us. Our Privacy Policy has been updated and includes disclosure of the matters set out in the Australian Privacy Principles. For a copy of our Privacy policy please refer to our website www.swiftpack.com.au and follow the links.