HPS Pharmacies

HPS Hospitals Pty Ltd - HPS Pharmacies Deakin

New Account and Delivery Preference

Botulinum Toxin

This form is required to create a HPS account and select a preference for deliveries. Please complete this form and email to *b.toxin@hpspharmacies.com.au*

If there are multiple prescribers, please complete another form as it is **one form per prescriber.**

Clinic Name	
Clinic Owner or ABN	
Clinic Address	
Preferred Delivery Address (leave blank if same as clinic address)	
Prescriber Name	
Prescriber AHPRA No. and Prescriber Number	
Clinic Contact Name and Role	
Clinic Phone Number	
Clinic Email Address	
Preferred Delivery Frequency	☐ **Daily** ☐ **Weekly** – please specify _____ ☐ **Fortnightly** – please specify _____ ☐ **Monthly** – please specify _____ ☐ **Other** – please specify _____
Preferred Delivery Day(s)	

TERMS AND CONDITIONS

Payment Authorisation and Consent Form: Clinic Owner will procure and send to HPS Hospitals Pty Ltd (**HPS Hospitals**) a completed and signed Payment Authorisation and Consent Form (with the contents and in the format as notified by HPS Hospitals from time to time) from each patient before Clinic Owner submits any order to HPS Hospitals for botulinum toxin (**Goods**) for supply to such patient.

Orders: Subject to clause 1 above, Clinic Owner may submit orders for Goods to HPS Hospitals by sending a prescription and/or order over email to b.toxin@hpspharmacies.com.au with the following information:
the Clinic's details including the Clinic Address as the delivery address;
the name of the responsible Eligible Medical Practitioner (within the meaning of the as defined in the *National Health (Botulinum Toxin Program) Special Arrangement 2015 (Cth)* (**Special Arrangement**);
the brand of the Goods ordered; and
the quantity of the Goods ordered.
Alternatively, if Clinic Owner has an account for and access to the BNTRX software platform (any such access will be provided pursuant to a separate agreement between Clinic Owner and the provider of the BNTRX software platform) (**BNTRX platform**), Clinic Owner may also submit orders for Goods to HPS Hospitals on the BNTRX platform with the information specified above.

Confirmation of receipt: HPS Hospitals will confirm receipt of Clinic Owner's orders over email (to the same address which sent the order) or via the BNTRX platform, as applicable, and HPS Hospitals will then place a purchase order for the ordered Goods with the relevant supplier or wholesaler (**Supplier**) based on the Clinic Owner's order details.

Delivery: Each confirmed order will be delivered by Supplier directly to Clinic Owner. Except as otherwise set out in these terms and conditions, HPS Hospitals will not be involved in or have any responsibility for shipping, transportation, storage or delivery (including any late delivery) of the Goods.

Prescriptions: Clinic Owner will provide a copy of each prescription with each relevant order, and if Clinic Owner does not do so, Clinic Owner will provide a copy of the prescription to HPS Hospital either via email or, if applicable, via the BNTRX platform, within seven (7) days of the date on which the prescription was written.

Eligible Medical Practitioners: An Eligible Medical Practitioner will receive and provide signed confirmation upon delivery to the Clinic Address (**Confirmation of Receipt**). The Eligible Medical Practitioner will inspect the Goods on delivery and notify HPS Hospitals of any issues with the Goods within five (5) working days of delivery.

Data Sharing: HPS Hospitals will collect, hold, use and disclose your and your patients' personal information as per our privacy policy (Link - HPS Privacy Policy). This includes sharing such personal information with industry suppliers in connection with and for the purposes of our agreements with them. For example, these industry suppliers may identify and contact you about their healthcare practitioner programs. If you do not consent to industry suppliers contacting you please notify us in accordance with our contact details in our privacy policy.

Registered practice location: Clinic Owner represents and warrants to HPS Hospitals that the Clinic is a "registered practice location" for the purposes of the Special Arrangement.

Risk: All risk in the Goods will pass from Supplier to HPS Hospitals and then simultaneously from HPS Hospitals to Clinic Owner when the Goods are delivered to the Clinic Address and an Eligible Medical Practitioner has provided Confirmation of Receipt.

Compliance with laws: The parties will comply with all applicable laws and regulations at all times in connection with the supply, storage, use and administration of the Goods including the *Privacy Act 1988* (Cth) and all applicable State or Territory privacy laws or regulations and the Special Arrangement.

Storage: Clinic Owner will be solely responsible for handling, storing and securing all Goods at the Clinic Address in accordance with the applicable product information for the Goods including in any documentation provided with the Goods.

Returns: If any Goods need to be returned to the Supplier, Clinic Owner will comply with the Supplier's returns policy as notified by HPS Hospitals.

Liability: If any condition or warranty is implied in these terms and conditions under the *Competition and Consumer Act 2010* (Cth) or other applicable legislation which cannot lawfully be excluded but can be reduced, HPS Hospitals' liability will be limited at its option to replacing the Goods or paying the cost of replacing the Goods. Neither party will be liable to the other party for any consequential, indirect, special, punitive or incidental loss or damage. Nothing in these terms and conditions limits or excludes a party's liability for fraud, wilful misconduct or gross negligence. Any liability of a party to the other party in respect of a claim made by the other party will be reduced by the extent to which any wrongful act or omission of the other party caused or contributed to the other party's loss.

Practitioner Registration to obtain scheduled product. To obtain scheduled products a current Drugs & Poisons Permit or Licence or AHPRA registration or Veterinary Certificate MUST accompany this application for all delivery sites.
Do you wish to purchase scheduled drugs? Yes and state is per delivery address
Do you wish to purchase alcohol based products? No

Confirmation

Signature:

Name:

Role:

Date:

If not signed by the prescriber

Prescribers Signature: _____

Prescribers Full Name: _____

Date: _____