

## **Terms and Conditions**

BY ACTIVATING THE DOWNLOAD BUTTON ABOVE, AND DOWNLOADING MATERIAL FROM THIS WEBSITE, YOU AGREE THAT YOU HAVE READ, ACCEPTED AND AGREED TO THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS DO NOT ACTIVATE THE DOWNLOAD BUTTON.

© 2019 **Northern Sydney Local Health District, NSW Therapeutic Advisory Group Inc., Sydney Local Health District, the University of Sydney and Macquarie University**

The Work on this webpage and the copyright Works downloaded via this webpage are copyright **remain the joint property of Northern Sydney Local Health District, NSW Therapeutic Advisory Group Inc., Sydney Local Health District, the University of Sydney and Macquarie University. By downloading this PDF, you are accepting our Terms and Conditions.** You may download, display, print and reproduce the Works in unaltered form only (retaining this notice or the notice imprinted into the original download), with all other rights reserved. Any enquiries in regards to copyright, sharing the copyright Works, or requests for further authorisations should be directed in writing to Prof Sarah Hilmer at [sarah.hilmer@sydney.edu.au](mailto:sarah.hilmer@sydney.edu.au).

## **Definitions**

**Authorised Representative** means Northern Sydney Local Health District, acting on behalf of Northern Sydney Local Health District, NSW Therapeutic Advisory Group Inc., Sydney Local Health District, the University of Sydney and Macquarie University, as joint owners of these works.

**Licensee** means the person or entity performing the download.

**Licensor** means jointly Northern Sydney Local Health District, NSW Therapeutic Advisory Group Inc., Sydney Local Health District, the University of Sydney and Macquarie University.

**Materials** means the Deprescribing Guides and the Consumer Information Leaflets,

**Permitted Purpose** means use for academic, scholarly research and education purposes only. Permitted Purpose does not include commercial use. The Permitted Purpose does not include: (a) publishing the Materials; (b) sharing or distributing the Materials to third parties; (c) modifying the Materials; or (d) sublicensing or selling the Materials.

**Terms and Conditions** means these terms and conditions, which constitute an agreement between the Licensor and the Licensee.

**Those Indemnified** means NSW Therapeutic Advisory Group Inc. ("NSW TAG", the authorised transferee of the Materials), the University of Sydney, Macquarie University, Northern Sydney Local Health District and Sydney Local Health District, their officers, employees, sub-contractors and agents.

**Work** and **Works** has the same meaning as in the Copyright Act 1968 (Commonwealth).

## **Terms of Use, including Disclaimer**

We appreciate your interest in accessing the works provided as part of the NSW Health Translational Research Grant Project 274, 'Reducing Inappropriate Polypharmacy in Older Inpatients'. The development of the Consumer Information Leaflets was also funded by the

Medical Research Future Fund (MRFF) Rapid Applied Research Translation Program grant awarded to Sydney Health Partners. The Materials are made available by Northern Sydney Local Health District (“**NSLHD**”) as the Authorised Representative of the Licensors of the Materials. By downloading the Materials, the person or entity performing that download (the “**Licensee**”), agrees that they have read and comply with these Terms and Conditions in full, and warrants that the downloading of, and usage of, the Materials and that compliance with these Terms and Conditions is agreed to by a person who has authority to bind the Licensee. These Terms and Conditions should be read carefully as they create important legal rights and obligations.

1. The Licensor grants a non-exclusive, non-transferrable, revocable, free, conditional licence to the Licensee, to reproduce, communicate and use the copies of the Materials limited to usage for the Permitted Purpose only. By downloading this PDF, you are accepting our Terms and Conditions. You may not adapt, modify, reproduce or communicate the individual publications contained in the Materials in part or extract form. You are responsible for checking that you are using the most recent version of the Materials. You should check this website from time to time to see whether a revised version of all or part of the Materials has been uploaded. The Licensor is not responsible for notifying users of any updates or revisions, users are responsible for periodically checking the website. . If practicable, and at the Licensor’s discretion, the Licensor may elect to modify the Materials without notification to the Licensee and without obligation to provide such modified Materials to Licensee to replace Materials downloaded prior to their modification.
2. Any personal information collected via this Website will be handled in accordance with the Privacy and Personal Information Act 1998 and any applicable privacy policy. This licence and the related hyperlink is personal to the Licensee and the Licensee must not transfer or assign this licence or grant any sub-licences.
3. It is the Licensee’s responsibility to immediately notify the Authorised Representative if it becomes aware of or suspects that there has been any unauthorised use of the Materials including retention or usage of Materials for commercial purposes.
4. The Licensee must not alter or amend the Materials in any way without the Authorised Representatives’ prior written consent.
5. The Licensee acknowledges that the intellectual property rights in the Materials or licences thereto, including copyright, vests with the Licensor.
6. To the full extent permitted by law, except as otherwise expressly set out in these Terms and Conditions, the Licensor makes no warranties in relation to the Materials and expressly excludes any warranty that the Materials are accurate, up to date or complete. The Licensee acknowledges that it accesses and uses the Materials at its own risk. .
7. No warranties are made, nor does the Licensor accept any liability arising from or connected to, the accuracy, reliability, currency or completeness of anything contained on this Website or on any linked site.
8. The Licensee indemnifies and shall continue to indemnify NSW Therapeutic Advisory Group Inc., the authorised transferee of the Materials), the University of Sydney, Macquarie University, Northern Sydney Local Health District and Sydney Local Health District, their officers, employees, sub-contractors and agents (“Those Indemnified”) from and against all actions, claims, proceedings or demands (including those brought by third parties) and all loss, death, injury, illness or damage (whether personal or property, and whether special,

direct, indirect or consequential, including consequential financial loss, loss of profits, damage to reputation or goodwill, business interruption, loss of data and loss of opportunity, and any liability to pay legal costs and expenses on a solicitor/own client basis) which may be brought against or suffered by Those Indemnified, whether individually or jointly, arising out of or in connection with the Licensee's use of the Materials or breach of these Terms and Conditions. The obligation to indemnify Those Indemnified is a continuing obligation separate and independent of other obligations, and shall survive the expiration or termination of these Terms and Conditions.

9. All implied conditions, warranties and representations whether arising under statute or by implication of law, custom or usage with respect to the Materials, to the full extent permitted by law shall not apply. The Licensor makes no representations with respect to any information offered or provided in or through the Materials regarding the treatment, action, or application of any of the information provided.

10. The Licensor expressly disclaims any and all liability to any person in respect of any matter and of the consequences of anything done or omitted to be done by any person in reliance, whether in whole or part, upon the whole or any part of the Materials and/or any webpage linked to or from it. In no event will the Licensor be liable to the Licensee for any loss whatsoever, including but not limited to special, incidental or indirect damages, economic consequential damages, loss of profits, loss of business, loss of revenue, loss of goodwill or loss of anticipated savings. Subject to clause 11, the Licensor's entire liability under these Terms and Conditions, regardless of the basis on which the Licensee may be entitled to claim damages (including fundamental breach, breach of warranty, negligence, misrepresentation or other contract or tort claim), will be limited in the aggregate for all claims and causes of action to actual direct damages not exceeding an amount equal to one dollar in Australian currency (AUD\$1), the receipt of which is hereby acknowledged by the Licensee.

11. Where legislation implies in these Terms and Conditions any condition or warranty, and that legislation prohibits in a contract excluding or modifying the application of or exercise of or liability under such condition or warranty, the condition or warranty shall be deemed to be included in these Terms and Conditions. The liability of the Licensor for any breach of any such condition or warranty shall be limited to the replacement of the Materials by NSLHD or as otherwise permitted in the legislation.

12. The Licensee must reproduce the Materials as is, without modification and must attribute Northern Sydney Local Health District, NSW Therapeutic Advisory Group Inc., Sydney Local Health District, the University of Sydney and Macquarie University as joint copyright owners of the Materials. The Licensee must retain upon the Materials all notices that call attention to copyright ownership of the Materials by Northern Sydney Local Health District, NSW Therapeutic Advisory Group Inc., Sydney Local Health District, the University of Sydney and Macquarie University. The Licensee must not delete, alter or obliterate any such notice. The Licensee must ensure that copies of the Materials made by the Licensee bear the same copyright notice.

13. The relationship between the Licensor and the Licensee is that of licensor and licensee, and that of NSW TAG and the Licensee is that of Licensed Transferee and Licensee. None of these parties may, without the prior written consent of the other (or others), act as or represent that it is the agent or representative of another.

14. The parties acknowledge that solely in relation to the subject matter of these Terms and Conditions the whole of the agreement between the Licensor and Licensee is contained in

these Terms and Conditions. This licence will be governed by the laws of New South Wales. No variation to these Terms and Conditions shall be binding upon the parties unless that variation is in writing, and is signed by all the parties to these Terms and Conditions. The Licensor, the Authorised Representative or NSW TAG may assign these Terms and Conditions without the need to obtain the Licensee's prior written consent.

15. If it is held by a court that:

(a) any part of these Terms and Conditions is or would be void, voidable, illegal or unenforceable; or

(b) the application of any part of this Terms and Conditions to any person or circumstances shall be or become invalid or unenforceable, unless any part of these Terms and Conditions were severed from these Terms and Conditions, that part shall be severable and shall not affect the continued operation of the remaining terms of this Terms and Conditions.