

Joanna Briggs Institute

Terms & Conditions

Please read the following terms and conditions relating to the Joanna Briggs Institute membership. By completing and forwarding the Application details to The Joanna Briggs Institute, the member acknowledges that he or she has read, understood and agrees to be bound by these Terms and Conditions.

Definitions

"JBI" means The Royal Adelaide Hospital trading as The Joanna Briggs Institute ABN 80203154545, SABN 04048258 of North Terrace, Adelaide, Australia;

"Member" means the party detailed on the application for membership as submitted to JBI.

"Intellectual Property Rights" means copyright, trade mark, design, and patent, software rights or any other rights.

Interpretation

Words in the singular include the plural and vice versa;

Words importing a gender include any other gender;

A reference to a person includes bodies corporate and unincorporated associations and partnerships;

Monetary references are references to Australian currency unless specified as another currency.

1. Term of Agreement

Commencement:

This agreement shall commence on the acceptance by JBI of the Member's application. Acceptance shall be deemed to have occurred when JBI issues a Member User Name and authorised password.

Variation:

JBI has the right to change or discontinue any feature of the membership benefits or JBI web site, including content, hours of availability and equipment required for access. JBI may vary prices by giving not less than 30 day's notice to the Member. Such notice shall be displayed on the JBI membership options web page.

Termination:

Termination by the Member. This agreement shall be deemed terminated by the Member if JBI does not receive payment in advance or by the date detailed on the tax invoice provided to the member (or within 30 days of joining).

In other circumstances the member may terminate this agreement by giving notice in writing to JBI. Termination will take effect on acknowledgment of receipt by JBI of such

notice. The notice of termination, which must include Member Name, password and authorised signature, may be sent by facsimile, post or hand delivery.

Termination by JBI. JBI may terminate this agreement immediately without notice should the Customer be in breach of this agreement.

2. Charges and Terms of Payment

All charges are payable in advance. Current charges are displayed on the JBI's membership options page. JBI has two categories of charges -

- 1.Subscription Charges
- 2.Chargeable Items

Subscription Charges

Subscriptions are available for periods of 12 months, and are payable only in advance.

The member acknowledges and agrees that no refunds will be made of subscription charges in respect of memberships entered into or renewed after 01 January 2003 unless agreed to in writing by JBI. The Customer further acknowledges and agrees that once a subscription period starts it cannot be suspended for any reason whatsoever unless agreed to in writing by JBI.

If and when JBI agrees in writing to a refund of subscription charges, it will be given on the following conditions:

- 1.The refund amount will be pro rated based on the number of whole months remaining on the subscription period less any chargeable item usage if a membership is being cancelled.
- 2.A 10% administration fee based on the total original membership will be deducted.
- 3.No refund will be given if 1 (one) month or less remains on the subscription.

"Date of termination" is the date JBI receives notice of termination by the member.

Security

JBI protects your credit card details with 128-bit encryption and will take reasonable precautions to protect the security of card details but does not accept any responsibility for any loss you may suffer by providing your credit card details over the Internet.

Chargeable Items

A Customer need not be a subscribing member to access chargeable items, however there may be a different pricing structure for access to Chargeable Items.

A Customer will be provided a tax invoice for all Chargeable Items and JBI reserves the right to withhold the supply of goods and services until funds are cleared. In the case of cheques, this will be on clearance by the bank, and in the case of credit cards, on authorisation of credit card payments. There are no refunds of Chargeable Items.

GST

All prices quoted for JBI subscription services and for JBI Chargeable Items are GST inclusive.

3. Source of Data

Data included in the JBI product may be obtained from several suppliers such as JBI Collaborating Centres and others. JBI will not be liable to Members or third parties for the failure of any of the suppliers to provide information to be included in the JBI product.

4. Minimum System Requirements

The JBI internet site takes advantage of current internet technology and requires a modern browser. Most features will work on older or non-Windows systems and older or non-Microsoft browsers, however we cannot guarantee this to be the case. JBI internet system requirements are listed on our web site at http://www.joannabriggs.edu.au/about/web_require.php

It is the responsibility of the Member to meet the minimum Operating System and Browser requirements.

5. Speed of Transmission

JBI has no control over the speed of transmission of data where the Internet is used for access.

6. Interruption of Service

JBI will use its best efforts to provide access on a 24-hour basis. However there may be an interruption to the service to facilitate reasonable maintenance by JBI and/or our approved web site service provider(s).

JBI will not be liable to Members or third parties for interruptions to the service beyond its control including but not limited to:

problems with the Member's telecommunications services;

problems with the Member's Information Service Providers; or

problems with the Member's own Hardware or Software or configuration therein.

7. Liability

Use of the JBI product shall be at the Member's own risk. JBI is not responsible for any adverse consequences arising out of the use of the JBI product.

The procedures described in the JBI Product and on the JBI web site must only be used by people who have appropriate expertise in the field to which the procedure relates. The applicability of any information must be established before relying on it. While care has been taken to ensure that the JBI Product summarises available research and expert consensus, any loss,

damage, cost, expense or liability suffered or incurred as a result of reliance on these procedures (whether arising in contract, negligence or otherwise) is, to the extent permitted by law, excluded.

JBI believes that all information contained in the JBI product is accurate and reliable. However no warranty or guarantee of accuracy, currency, completeness or reliability as to such information is given to the Member or to any third party.

8. Intellectual Property and Copyright

The Member acknowledges that all copyright and other intellectual property rights of whatever nature, excluding those belonging to the suppliers of raw data as specified within the JBI product, will remain vested in JBI.

All information supplied by JBI is subject to copyright. All rights are reserved. No part of the JBI Product may be copied, photocopied, reproduced, translated or reduced to or from any electronic medium or machine readable form without the prior consent in writing from JBI. The correct citing of all JBI Products is detailed on our web site.

Some data may be supplied to JBI by third parties and is acknowledged within the JBI Product and is subject to copyright.

9. Password Security

The Member:

Is totally responsible for the use of any password that has been authorised by JBI and for retaining its security;

Shall be responsible for any use whatsoever of the password whether authorised or not by the Member; and

Agrees not to reveal any password to any other person not included under the membership agreement.

10. Use of Information

Except for making one printed copy of any materials, files or documents available from, accessible through or published by JBI for your personal use (or downloading for the same limited purpose), these may not be reproduced, republished, broadcast or otherwise distributed without prior written permission of JBI.

11. Governing Law

This agreement will be governed by and construed according to the laws of South Australia.

12. Disputes

Any dispute arising in connection with this agreement which cannot be settled by negotiation between JBI and the Member shall be submitted to arbitration in accordance with the rules for the Conduct of Commercial Arbitrations for the time being of the Institute of Arbitrators Australia. During such arbitration, both parties may be legally represented.

13. Entire Agreement

This agreement constitutes the entire agreement between JBI and the Member and supersedes all prior representations, agreements, statements and understandings, whether verbal or in writing.