

## PHARMADOCTOR.CLINIC and ETOOL PATIENT TERMS OF USE

### 1. Introduction

1.1 These terms and conditions apply to your use of Escripts's PharmaDoctor ETool (the "tool"). The tool is designed to allow you to receive advice about which vaccinations and anti-malarial medicines are suitable for your circumstances allowing you to obtain appropriate vaccinations and anti-malarial medicines from your preferred pharmacy. If deemed appropriate by the ETool the trained healthcare professional operating the ETool will be able to supply medicines and/or vaccines to you.

1.2 All use of the tool is subject to these terms and conditions.

1.3 Use of the tool is only intended for individuals aged 18 or over who are resident in the United Kingdom. However, a parent or guardian may use the tool on behalf of a dependant in order to obtain advice and possible treatment.

1.4 The tool is owned and operated by Escripts Marketing Ltd registered in England and Wales under number 06925143 and having its registered office at Hampshire House, 204 Holly Road, Aldershot, GU12 4SE ("Escripts" "we" "us" "our")

1.5 Escripts is registered with the CQC as a Mobile Doctor's Service.

### 2. Vaccination and anti-malarial Service

2.1 The tool is an online software application that will, in most cases, be able to advise you of appropriate vaccinations and anti-malarial medicines for your circumstances. In some cases, the recommendations made by the tool may not be conclusive and we would advise you to seek further guidance from your own GP or NHS Direct.

2.2 You are responsible for entering honest and accurate information into the tool. Escripts has no responsibility to you if you fail to enter honest and accurate information and this results in you being supplied vaccinations and anti-malarial medicines that are inappropriate for your circumstances.

2.3 If the information you enter into the tool results in one or more vaccinations and anti-malarial medicines being suitable for your circumstances, you will be offered the opportunity to obtain the relevant medicine/vaccination from your preferred pharmacy as described in these terms and conditions.

2.4 If the information you enter into the tool results in no medicine/vaccination being suitable for your circumstances, we will be unable to provide you with any medicine/vaccination. No charge is made for use of the tool.

#### 2.5 Patient Group Directions

2.5.1 All vaccinations and anti-malarial medicines are only available via the tool from trained healthcare professionals who are in receipt of a set of patient group directions (PGDs). PGDs are a set of clear instructions which allow trained healthcare professionals to supply and administer specified medicines to pre-defined groups of patients, without a prescription.

2.5.2 If you consent to the medicine/vaccination recommended by the tool, the trained healthcare professional will supply you with the medicine/vaccination.

2.5.3 Individuals may only compete consultations to obtain medicine/vaccinations for their personal use or on behalf of a dependant for whom they are the parent or registered guardian.

2.6 You acknowledge and agree that:

2.6.1 you have consented to the consultation services provided by the tool;

2.6.2 the consultation is provided purely to determine the most appropriate vaccinations and anti-malarial medicine for your circumstances. Your circumstances shall include age, general health, relevant parts of your medical history, whether you are pregnant or a nursing mother, the location and duration of your itinerary and other relevant factors determined by Escripts and its clinical team;

2.6.3 no medicine/vaccination is guaranteed to be 100% effective and notwithstanding your taking vaccinations and anti-malarial medicines recommended by the tool, you may nevertheless contract disease. Full details of the efficacy of the treatment you select are available in the patient information leaflet that accompanies your medication (the "Patient Information Leaflet");

2.6.4 if you experience any side-effect from a vaccination and/or anti-malarial medicine recommended by the tool, you will contact a health professional for consultation, monitoring and, if necessary, treatment. Please note that some medicines have minor side-effects and these are highlighted in the Patient Information Leaflet and may be entirely normal. However if you have any concerns you must contact a health professional.

2.6.5 you have provided complete, timely and truthful information with no omissions that could reasonably be judged to be required in determining the appropriate medicine for your circumstances; and

### **3. Escripts's Responsibility to you**

3.1 Subject to clause 3.3 below, if Escripts fails to comply with these terms and conditions, or is otherwise negligent, it shall only be liable to you for the total of any consultation fees you have paid the pharmacy for the Vaccinations and tool. Escripts will not be liable for the price of any vaccinations and medicines you have purchased as a result of using the tool.

3.2 Subject to clause 3.3 below, Escripts will not be liable for loss of income or revenue, loss of business, loss of profits, loss of anticipated savings or loss of data that results from its failure to comply with these terms and conditions even if such losses result from Escripts's deliberate breach.

3.3 Nothing in this agreement excludes or limits Escripts's liability for:

3.3.1 death or personal injury caused by Escripts's negligence;

3.3.2 fraud or fraudulent misrepresentation;

3.3.3 any breach of the obligations implied by section 12 of the Sale of Goods Act 1979; or

3.3.4 defective medicines under the Consumer Protection Act 1987.

## 4. Use of the Tool

### 4.1 Introduction

4.1.1 By accessing any part of the tool, you shall be deemed to have accepted these terms and conditions in full. If you do not accept the terms and conditions in full, you must stop using the tool immediately.

### 4.2 Access

4.2.1 Escripts shall not be liable if for any reason the tool is unavailable at any time or for any period. Access to the tool may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for any reason beyond Escripts's control.

### 4.3 Intellectual Property

4.3.1 All intellectual property on the tool, including without limit, the text, graphics, trade marks and copyright works is owned by Escripts. Escripts is the exclusive owner of all rights in the compilation, design and layout of the tool.

4.3.2 All copyright and other intellectual property rights owned by Escripts may not be reproduced by any means and in any format or media whatsoever without the express prior written consent of Escripts.

4.4 Other than personally identifiable information, which is covered under our Privacy Policy, any material you submit to the ETool shall be considered non-confidential and non-proprietary. Escripts shall have no obligations with respect of such material. Escripts and its designees shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

## 5. General

5.1 Escripts reserves the right, where necessary, to make changes to the tool and to change these terms and conditions at any time.

5.2 You will be subject to the terms and conditions in force at the time you request provision of services from the tool, unless any change to those Conditions is required to be made by law or governmental authority.

5.3 All notices given by you to Escripts must be sent to Escripts Marketing Ltd, 69 Old Street, London EC1V 9HX. Escripts may give notice to you at either the email or postal address you provide to us when registering an account using the tool.

5.4 Escripts will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations to you pursuant to these terms and conditions that is caused by events outside our reasonable control.

5.5 If Escripts fails at any time, to insist upon strict performance of any of your obligations under any of these terms and conditions, or if Escripts fails to exercise any of the rights or remedies to which it is entitled pursuant to the terms and conditions, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

5.6 If any or all of the terms and conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

5.7 These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the provision of recommendations and any subsequent purchase of medicines from your preferred pharmacy.

5.8 We each acknowledge that in respect of any contract for goods and services between us, neither of us relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the documents referred to in them.

5.9 Each of us agrees that our only liability in respect of those representations and warranties that are set out in these terms and conditions (whether made innocently or negligently) will be for breach of contract.

5.10 Nothing in clauses 5.7 to 5.9 above inclusive limits or excludes any liability for fraud.

5.11 Provision of Information or medicines through the tool and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law and will be subject to the exclusive jurisdiction of the courts of England.

## **6. Privacy Policy**

6.1 Our administrative and customer service staff (employed by Escripts Marketing Ltd) are committed to protecting and respecting your privacy and to using technology to enhance your online security. Before you use certain areas of this website, we ask you to register on it by requiring you to enter your personal data, including 'sensitive personal data' as defined by the Data Protection Act 1998 ('the Act') and the EU GDPR Directive. We will not release any personally identifying information obtained in this way to a third party other than our doctor(s) and pharmacy without your prior written consent. We will only use the information that we collect about you lawfully and in accordance with the Act and GDPR. We have determined that the lawful basis for obtaining your personal information is to obtain consent from you to pass your information to our admin, doctors and pharmacies. Consent is requested with each consultation and you are free to withdraw this consent at any time.

6.2 In respect of the aforementioned 'sensitive personal data' by accepting this Agreement you grant us explicit consent to collect such data.

6.3 We will limit the collection and use of such information to the minimum required to deliver, develop and improve our services and other opportunities and the better administration of the Doctor's consultation. Our health regulators, the Care Quality Commission (CQC) and the RQIA, may view your information during an inspection.

6.4 The personal data which we hold will be held securely in accordance with our internal security policy and the Act and the EU GDPR Directive.

6.5 To make sure your personal data remains confidential, we communicate these privacy guidelines to all of our employees.

6.6 This website may contain links to other websites. However, we do not share your personal information with those websites and are not responsible for their privacy practices. We encourage you to learn about the privacy policies of those companies. Accordingly, this Privacy Statement and policy apply only to this website and not to linked websites.

6.7 Your visit to and use of this website and any dispute over privacy is subject to this Statement of Privacy and the Act of England and Wales.

6.8 This Statement is applicable only to information collected from you during your visit to this website. We will display a prominent notice on this website's home page whenever this Privacy Statement is updated or changed and you should check our Privacy Statement periodically. By choosing to continue usage of this website, you agree to the terms of this Privacy Statement.

## 7. Complaints

Escripts Marketing Limited is a Care Quality Commission (CQC) and RQIA registered company working with medical professionals, GMC registered doctors and UK-registered pharmacies. Escripts Marketing is committed to providing a high-quality Internet healthcare service. We recognise that there may be occasions when you may wish to complain about some aspect of the online service.

If you are unhappy with our service in any way, we would like to know. We will do everything we can to resolve your complaints to your satisfaction in line with our Complaints procedure.

### 7.1 Verbal Complaints

If you wish to speak to someone about an aspect of the Escripts Marketing healthcare service, please try to do so as soon as possible on 0203 176 0022. Staff will make every effort to resolve your complaint as quickly as possible. If your concerns are not resolved to your satisfaction, you will be advised on the process to make a formal written complaint.

### 7.2 Written Complaints

All written complaints should be sent to [support@pharmadoctor.co.uk](mailto:support@pharmadoctor.co.uk) or to our registered address 69 Old Street, London EC1V 9HX. Please describe as fully as you can the nature of your complaint stating the following information:

- what you are unhappy about, and
- the date and time the incident took place.

Your complaint will be acknowledged in writing within two (2) working days of receiving the letter, unless a full reply can be sent to you within five (5) working days.

We will carry out a full investigation of the nature of your complaint in order to resolve the issue/s. You will receive a full written response within twenty (20) working days of the complaint being received.

If a full response cannot be given within twenty (20) working days of receiving your complaint, we will write to you to explain the reason for the delay and agree a further timescale. You will receive a full written response within five (5) days of a conclusion being reached.

### 7.3 Confidentiality

Escripts will never discriminate against patients for making a complaint. Escripts Marketing will deal with all complaints confidentially and following investigation, will consider making changes to the Internet healthcare service where improvements can be made.