

# Terms & Conditions of the Thaxted Pharmacy in Partnership with the Royal Mail Delivery Service

Who we are:

**Company:** Thaxted Pharmacy Ltd

**Trading Address:** Thaxted Pharmacy, 3, Town Street, Thaxted, Essex, CM6 2LD

Tel: 01371 830260

Email: [pharmacy.ff082@nhs.net](mailto:pharmacy.ff082@nhs.net)

**Registered Office:**

Oakley House Headway Business Park, 3 Saxon Way West, Corby NN18 9EZ

**Company No.** 14672886

**Head Office:**

Tel: 01832 270828

Email: [mike.barbour@wringtons.co.uk](mailto:mike.barbour@wringtons.co.uk)

These terms and conditions apply to the Thaxted Pharmacy in Partnership with the Royal Mail delivery service. This is a private service that is not part of our NHS community pharmacy contract. The partnership and service is subject to change or discontinuation at any time at our discretion although suitable notice (as deemed by us) will be provided when possible.

By accepting these terms and conditions you authorise Thaxted Pharmacy to post your prescription medication to you via the Royal Mail Delivery Service.

Thaxted Pharmacy, will arrange with Royal Mail that they will deliver your prescriptions to your home address.

The Royal Mail provide a 'letter box' delivery service. Your medications will be posted directly through your letter box, if they fit. No signature will be required on delivery. Parcels can or will be posted through your letter box or left by the Royal Mail in a "safe place" as specified by you to the Royal Mail or at the discretion of the delivery person. (exceptions apply – signature and age verification on delivery required for controlled drug medications).

If you use our affiliated medication ordering app/website provider you will be subject to the terms and conditions that you have with the company that offers the app/website.

This service may facilitate the provision of services from GPs, Royal Mail or other third-party delivery providers. Those entities are not a party to these Terms and may have separate legal terms and arrangements covering their services. Please contact these parties directly for details of their terms and conditions. If you do not accept these terms and conditions, then you should not use the Royal Mail delivery service.

By agreeing to use the Royal Mail delivery service via Thaxted Pharmacy for the delivery of your medicines you agree to nominate Thaxted Pharmacy at the time you sign up, as your NHS EPS pharmacy. This extends where applicable, to any patients that you are acting as proxy for. This means that all of your NHS prescriptions issued electronically will automatically be sent to the Thaxted Pharmacy from the time you sign up for dispensing and Royal Mail postal delivery.

If at any point you want to remove your NHS EPS nomination from Thaxted Pharmacy, please contact us (as detailed above) and we will endeavour to action this within three working days.

Please note that if you cannot wait for delivery, and your prescription medication has not already been dispatched it can be collected in person from our pharmacy premises during opening hours. Please be aware that once we have dispatched your dispensed medication for delivery, we cannot provide your medication directly to you from the pharmacy premises.

Please note that we can only dispense prescriptions and then subsequently use the Royal Mail to deliver your medicines once we are in possession of a valid prescription which meets the requirements set out in applicable laws and guidance. For controlled drugs your signature will be required on the upon receipt of the medication.

You agree that the pharmacist or pharmacist technician responsible for dispensing your prescription can access your NHS Summary Care Record if clinical and/or safety information is needed. This permission is valid from 12 months from the date of your last order or until you withdraw consent, whichever is the earlier. All access is automatically logged and recorded by the NHS for audit purposes.

You agree that any member of the Thaxted Pharmacy team may contact you to manage your prescription and any prescription requests you placed on behalf of a patient that you have been authorised to act as a proxy for. This can include contact via partner app (if you are signed up), telephone, sms, email or post. If we are not able to contact you, we may be unable to dispense your prescription.

### **If something goes wrong?**

There are different parties which make up the overall service provision to you and have different responsibilities and liabilities under these Terms and Conditions or otherwise.

We have separated these out below:

Your role and responsibilities: to ensure that you order your prescriptions in enough time for the GP surgery to issue it to the pharmacy, the pharmacy to order the stock of medication in from the wholesalers, the wholesalers to deliver the stock, the pharmacy to dispense your medication, for the Royal Mail to collect from the Pharmacy and deliver to you on the 48 hours tracked postal system. You are

responsible for complying with these Terms and Conditions. Please see the section below “What are my obligations?” for further details.

Thaxted Pharmacy role and responsibilities: to ensure that your prescriptions are dispensed correctly and in accordance with General Pharmaceutical Council standards and guidelines.

Thaxted Pharmacy: is responsible for dispensing prescriptions with reasonable promptness and then dispatching your medication for delivery when it is fully dispensed.

Thaxted Pharmacy: is not responsible for any delays in deliveries to you caused by national medication shortages or delayed deliveries from our suppliers.

Thaxted Pharmacy: is not responsible for any failures or delays caused by you, your GP, Royal Mail or other third-party delivery providers.

Thaxted Pharmacy: is not responsible for losses due to any cause beyond its reasonable control which prevents us from fulfilling our obligations including but not limited to fire, storm, riot, civil disturbance, war, nuclear accident, terrorist activity and acts of God.

The following parties are not subject to these Terms and Conditions but carry certain responsibilities and obligations to you as set out below. In the event of an issue, you should contact Thaxted Pharmacy in the first instance and we may direct you to contact your GP, Royal Mail or other third party delivery providers as appropriate.

Your GP: Your GP is not a party to these Terms and Conditions but they are responsible for issuing prescriptions in a timely manner and providing medical advice. Please note that all prescribing decisions are made by the GP, not Thaxted Pharmacy.

Royal Mail: is responsible for delivering medication orders that you have placed and are dispatched by us via their delivery network. They are also responsible for delivering any paper prescriptions posted to Thaxted Pharmacy. Royal Mail is not a party to these Terms and have separate terms that cover the provision of their delivery service which you can review here: <http://www.royalmail.com/terms-and-conditions>.

If your medication does not arrive in the post and you are expecting it please contact the Royal Mail via it's tracking service to ascertain its whereabouts.

If the medication parcel has been lost you will need to contact your GP surgery to request another prescription is issued for you. Thaxted Pharmacy CAN NOT issue you the same medication again without a new prescription. By law, the pharmacy can only dispense once against a valid prescription. Therefore you will need to obtain a new prescription from your GP surgery. The Pharmacy can provide an emergency supply of medication to you without a prescription but this is at the

Pharmacist on duty discretion and only available with certain medications. You would need to pick up an emergency supply from the pharmacy in person.

### **What are my obligations?**

You are responsible for checking and taking any medication correctly. You must check the spelling and dosage information and follow the clinical directions provided with all medication. You should review the patient information leaflet provided with the medication.

You confirm that you are requesting medications for your own personal use only or the use of someone you are acting as a proxy for. Medications should never be shared with any other person.

If you are exempt from paying the prescription charge, you agree that you are legally responsible for ensuring that your exemption reason is correct, up-to-date, and maintained; this responsibility extends to any other people that you manage prescription deliveries for.

You agree not to use this service provided by us for any unlawful purpose, including requesting medications which have not been prescribed to you or the person you are managing medication for by a registered healthcare professional.

You have opted to have medication delivered via the Royal Mail delivery service, therefore you agree to ensure that it is safe for items to be put through the letterbox of your home address, particularly with regards to safeguarding children or pets.

You acknowledge that Thaxted Pharmacy is not responsible for incidents relating to the storage, handling, manufacture, delivery, use, misuse or abuse of your medication. We reserve the right to suspend or terminate this service at any time without notice if we have reasonable grounds to believe that you have breached any of these terms; this extends to any patients that you are authorised to act as a proxy for.

### **How does payment work?**

If you pay for your medication, then you will be charged the NHS prescription charge, which is currently £9.90 (inclusive of all taxes and delivery charges) per item. This will either be charged via our partner app, via a payment request email or at the pharmacy at the time of a delivery request. No medical information will be passed to your bank or credit card company. Payment for medication for other people that you act on behalf of will also be processed in the same way.

If you do not pay for your medication, you will be required to declare your exemption status and appropriate supporting evidence may be needed. You agree that it is your responsibility to ensure that you meet the exemption criteria for the duration of your use of the Service. You agree for Thaxted Pharmacy to share your declaration of exemption (and any evidence provided) with appropriate NHS authorities for verification. Supplying false information (including failing to notify us when your exemption expires) constitutes fraud, for which you may be prosecuted and/or fined.

You can always choose to stop using the Royal Mail delivery service at any time by either cancelling your account on our partner app/website or contacting the pharmacy to cancel the service.

You can cancel an order for your prescription medication at any point until the medication is dispensed by Thaxted Pharmacy and you will receive a full refund with the same method of payment.

You can make such cancellation by contacting us via the app's in-app messenger function. Alternately, you can email or call us directly.

Unfortunately, due to the nature of prescription medications, once your items have been dispensed and dispatched, you will be unable to cancel the order, return the medication or receive a refund. Any unwanted medicines must be disposed of by returning the medication to a pharmacy or to any authorised location.

If you receive medication that is incorrect, dispatched in error or damaged you should contact us via the app's in-app messenger function or directly at the pharmacy to discuss a replacement or refund.

### **When will I receive my medication?**

Your GP may want to speak to you before prescribing so your prescription request may not be processed immediately. If you consult with your GP, you should tell them that you would like your prescription to be sent electronically to your 'nominated' pharmacy (Thaxted Pharmacy). Your GP may be delayed in issuing a repeat prescription. Thaxted Pharmacy has no control over these delays; however, where possible, we will direct you to contact your GP directly if we are informed of any issues with your request or your repeat prescription.

Once approved, your prescription will be sent electronically to Thaxted Pharmacy who will dispense the medication and pharmacist check the medication. We will then pack the medication and dispatch it via Royal Mail. This is carried out under the strict rules and guidance covering pharmacies in England. If you use a non-EPS surgery or have certain controlled drug prescriptions, and you post a paper prescription to Thaxted Pharmacy, we will dispense and pack the medication when the prescription arrives. It typically takes up to four working days for us to process your prescription. Once your prescription has been processed it will be dispatched as detailed above.

Orders dispatched between Mondays and Fridays should normally arrive within 48 hours from the time the order is dispatched by Thaxted Pharmacy. We cannot guarantee the exact time and day of arrival – please allow for up to three working days from dispatch for a medication order to arrive.

Orders that contain Schedule 4 and some Schedule 3 controlled drug medications will be sent via Royal Mail 24 'Signed For' delivery with age verification.

If you have a schedule 2 or Schedule 3 controlled drug medication that requires 'safe custody' and/or you have a fridge item and/or you have very heavy medications we will be unable to dispatch these to you via the royal mail. You will need to arrange for their collection from Thaxted Pharmacy in person either yourself or a representative.

You understand that once orders are passed to Royal Mail, they become Royal Mail's responsibility. Royal Mail terms and conditions apply to any orders you place. These can be accessed here: <http://www.royalmail.com/terms-and-conditions>.

**What laws apply and what rights do I have to make a complaint?**

These Terms and Conditions are governed by the laws of England and Wales and any dispute, question or remedy shall be determined exclusively by the courts of England and Wales. If any part of these Terms is disallowed or found to be ineffective by any court or regulator, the other provisions shall continue to apply. If you wish to make a complaint, you can contact us as set out below.

**How can I contact you?**

The fastest way to contact us is directly at the pharmacy as detailed at the top of these terms and conditions. Should you wish to file a complaint please contact us via the methods listed above. We aim to acknowledge complaints within two working days.