

MANAGE MY MEDS TERMS AND CONDITIONS

These are the terms and conditions which apply to the supply of our application and web based digital repeat order prescription service (the “**Service**”) to you (“**Terms**”).

Please read these Terms carefully before using any of our sites or apps to place a repeat prescription request. These Terms tell you who we are, how we will provide the Service to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these Terms, please contact us to discuss.

Who we are

We are Avicenna Retail Ltd a company registered in England and Wales trading as Avicenna (referred to in these Terms as “**we**”, “**us**” or “**our**”). Our company registration number is 04487641 and our registered office is at Selsdon House, 212-220 Addington Road, South Croydon, England, CR2 8LD. Our registered VAT number is 281533603. Our superintendent pharmacist is Rupenchandra Sedani. We operate a number of GPhC registered pharmacies nationwide (“**Our Pharmacies**”).

Our contract with you

When you submit a repeat prescription request through us, you are accepting these Terms and will be entering into a contract with us for the provision of that prescription. Our acceptance of your repeat prescription request will take place when we confirm that your prescription has been sent to your Nominated Pharmacy (as defined below). Such confirmation will be received by you either as a push notification (where you have not turned off push notifications on your handheld device) from the App (as defined below) or a confirmation page being displayed via the App or your web browser (as applicable). Each repeat prescription request will constitute a separate contract between you and us.

If we are unable to accept your repeat prescription request we will, as soon as reasonably possible, inform you of this. This might be because:

- (a) the item to be dispensed is out of stock;
- (b) of unexpected limits on our resources which we could not reasonably plan for;
- (c) we have identified an error in the description of the product;
- (d) your Nominated Pharmacy (as defined below) no longer accepts repeat prescription requests via the App (as defined below); and/or
- (e) your GP has rejected your repeat prescription request because:
 - (i) you have requested items for which you do not have valid prescription;
 - (ii) the number of items requested exceed the amount prescribed; and/or
 - (iii) your GP requires a further consultation with you.

If you do not accept these Terms, then you should immediately refrain from using any of our sites or apps.

Our Product

Manage My Meds is a digital service available as an application on your compatible handheld device or via your internet browser (the “**App**”) that enables you (the “**Account Holder**”) to request new repeat prescriptions from your NHS England GP.

Approved prescriptions will be transmitted to and dispensed by your Nominated Pharmacy (as defined below).

The Account Holder can also make requests on behalf of someone that they are acting as a carer for if they have been given authority to represent them and act as their proxy ("**Proxy**"). Our process utilises the NHS Electronic Prescription Service ("**EPS**") using EMIS Web.

The Account Holders' contract with us is only to provide an intermediary/facilitation service. You can read more about EPS by visiting the official NHS website.

By using the App, you confirm that you understand the EPS and that you have been provided with clear information that explains pharmacy nominations.

By using the App, you agree to nominate one of the pharmacies available for nomination on the App to be your NHS EPS pharmacy ("**Nominated Pharmacy**") at the time that you sign up to the App; where applicable, this extends to any patients that the Account Holder is acting as Proxy for. This means that all of your NHS prescriptions issued electronically will automatically be sent to your Nominated Pharmacy. You also agree that, at the point of you submitting your repeat prescription request, the App will automatically check your nomination status with NHS records and re-nominate you to your Nominated Pharmacy if necessary. In addition, the App will also verify your registered GP practice with NHS systems and automatically update your account, as required. This is necessary to ensure your repeat prescription requests always reach the correct GP practice.

Any details provided when you sign up for the App can be updated or amended (including changing your Nominated Pharmacy) by visiting your profile page in the App.

If at any point you want to remove your nomination entirely, please contact your Nominated Pharmacy using the call pharmacy function in the App. We will remove your nomination within two working days.

How does the App work?

First download the App and sign up by registering your details and by nominating one of the pharmacies available for selection on the App to be your Nominated Pharmacy. You can then make a repeat prescription request through the App.

During registration you can either create a new account or you can use your NHS login details created for accessing NHS Digital services ("**NHS Login**"). Where you do use your NHS Login, please refer to the App's privacy policy for confirmation as to how your personal information connected to your NHS Login will be stored and processed.

Our pharmacy team will then confirm your details and forward your request to your NHS England GP.

By using the App, you agree that we will generate a nomination certificate using your electronic signature and personal details, which may be shared with your GP practice, your Nominated Pharmacy or any authorised NHS or regulatory body. You also thereby give consent for us to share information with your GP, if necessary, with regards to the electronic Repeat Dispensing Service ("**RDS**").

We will only use your personal details or the personal details of any individual for whom you are acting as a proxy, as set out in our privacy policy which is available to view through the App or by contacting us for a copy at managemymeds@avicenna.org.

Provisions applicable to repeat prescription requests made on the App

We will not be able to dispense medication unless we are in possession of a valid prescription which meets the requirements set out in any applicable laws and guidance in force from time to time. In particular, for controlled drugs your signature will be required on the prescription and/or upon receipt of the medication.

You agree that the pharmacist or pharmacist technician responsible for your repeat prescription request can access your NHS Summary Care Record if clinical and/or safety information is needed. This permission is valid for 12 months from the date of your last repeat prescription request or until you withdraw consent, whichever is the earlier. All access is automatically logged and recorded by the NHS for audit purposes. You can read more about the Summary Care Record by visiting <https://digital.nhs.uk/services/summary-care-records-scr>.

You agree that we or your Nominated Pharmacy may contact you in order to manage your repeat prescription request and any repeat prescription request you placed on behalf of a patient that you have been authorised to act as a proxy for. This will include contact via an app notification, telephone, sms text message, email or post. If we are not able to contact you, we may be unable to dispense your prescription.

We will send you reminders as to when to take your medication and when you are about to run out. If you are acting as a Proxy for someone else on your account, you will also receive their medication reminders. You understand that any medication reminders sent by the App are not a substitute for any clinical guidance provided by your GP or for reading the dispensing label and patient information leaflet provided with your medication. The reminders provided through the App are for guidance only and we will not be liable for the accuracy of any reminders sent by the App. If in doubt, please contact your Nominated Pharmacy and always follow the advice printed on the medication container and patient information leaflet in the first instance.

App requirements

By using the App you confirm that:

- (a) you're at least sixteen (16) years of age;
- (b) you're registered with an NHS England GP practice; and
- (c) your GP practice is registered as an EPS surgery (save as set out below).

Please note that the App is not available for patients registered with GPs outside of England.

If you are registered with a non-EPS surgery you will not be able to use the App. Our Pharmacies will, however, still be able to dispense to you if the prescriptions are sent to us by post. If your controlled drug prescription is issued on paper you are responsible for posting this prescription to one of Our Pharmacies. For further information as to non-EPS surgeries and posting paper controlled drug prescriptions please contact one of Our Pharmacies. Please note that this only applies in relation to the pharmacies available for nomination on the App that are operated by us. For any pharmacies operated by a third party, you will first need to contact the relevant pharmacy to confirm their procedure with regard to accepting prescriptions by post. Any prescription sent by post to a third party's pharmacy will be handled in accordance with the applicable third party pharmacy's terms and conditions.

All prescriptions sent to Our Pharmacies by post are at your own risk and we will not be responsible for paper prescriptions sent to us which have been lost in the mail.

Can I manage other people's medication using the App?

If you are at least sixteen (16) years old and have been authorised to act on behalf of another or have the authority to represent someone else (as their Proxy) you may use the App to manage that individual's medication.

If you wish to sign up as a proxy for someone else, you must first obtain the consent of the patient. By signing up for someone as a proxy, you confirm that you have obtained the consent from that person to act as their proxy to manage their medication, and for the pharmacist or pharmacist technician responsible for your repeat prescription request to access their NHS Summary Care Record. As part of our safeguarding responsibilities, we may need to verify your identity when handling prescriptions for safe custody controlled drugs. Please note this may delay the dispensing of your medication.

Who is liable if something goes wrong?

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

We have separated these out below:

You: You are responsible for complying with these Terms. Please see the section below "What are my obligations?" for further details.

Your Nominated Pharmacy: Your Nominated Pharmacy is liable for ensuring that the prescriptions are dispensed correctly by the pharmacy and in accordance with General Pharmaceutical Council standards and guidelines and for providing the Service in accordance with these Terms.

We accept liability for death or personal injury caused by our negligence and do not seek to exclude liability for fraudulent misrepresentation or any other type of liability not allowed to be excluded by law. You have certain legal rights which include that we will provide the Service with reasonable skill and care and within a reasonable time and in accordance with the descriptions provided and that your Nominated Pharmacy will dispense the agreed prescription. You have certain legal remedies if we or your Nominated Pharmacy breach any of these rights. Nothing in these Terms is intended to affect these legal rights or other rights to which you may also be entitled. For more information as to your legal rights please contact your local Citizens Advice Service.

We will not be responsible for:

- (a) any failures or delays caused by you or your GP;
- (b) any indirect losses or a failure to provide the Service due to any cause beyond our reasonable control which prevents us from fulfilling our obligations including but not limited to fire, storm, riot, civil disturbance, war, nuclear accident, terrorist activity, pandemics, acts of government and acts of God; or
- (c) any damage which you could have avoided by following our advice to apply an update to the App offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us to operate the App.

Should we breach these Terms we shall only be liable for losses which are a reasonably foreseeable consequence of such a breach. Losses are foreseeable where they could be contemplated by you and us as being an obvious consequence of a breach or where both you and us knew that the breach might happen at the time when you downloaded the App and entered into these Terms for example, if you discussed it with us before downloading the App.

Your GP is not a party to these Terms 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 and not us. In the event of an issue you should contact us in the first instance and we may direct you to contact your GP.

What are my obligations?

You, the Account Holder, are responsible for the information you provide to us about yourself, your GP and your medication; this extends to when you are using the App on behalf of someone else as their proxy.

You confirm that all information provided to us is and remains accurate at all times and will promptly update any out-of-date information.

If you do not provide accurate information you could be putting yourself or the person for whom you are a Proxy at serious risk.

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. If at any point the information that appears on the App contradicts the information provided by your GP please contact us immediately. You agree that the information provided by your GP and in the patient information leaflet shall take precedence over any information provided by the App or your Nominated Pharmacy.

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 and that you will never share any of the medication received from your Nominated Pharmacy with any other person.

You agree to keep your login details for the App confidential and not to share them 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 are listed on your account.

You agree not to use any 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 agree not to use the App in any way that will damage, impair or render it less efficient.

You acknowledge that the use of the Service does not grant you any rights in relation to our intellectual property rights.

You acknowledge that the Service does not include delivery of your medication to you, however, your Nominated Pharmacy may operate a delivery service. Where your Nominated Pharmacy has agreed to deliver your repeat prescription, the delivery will be provided strictly in accordance with the delivery terms and conditions of your Nominated Pharmacy.

If you receive any medication scheduling notifications from us via the App, you acknowledge and agree that these are recommendations only and that the clinical directions given by the GP and/or pharmacist must always take precedence over these recommendations. In the event these recommendations contradict the directions given by your GP and/or pharmacist

or on the medication label (including the patient information leaflet), you agree that these directions take precedence over any recommendations provided by the App.

You acknowledge that we are 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 your access to the App 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, the Account Holder have been authorised to act for as a proxy.

Suspension of the Service

We may have to suspend the supply of the Service to you from time to time in order to:

- (a) deal with technical problems or make minor technical changes; or
- (b) update the App to reflect changes in relevant laws and regulatory requirements.

We will contact you in advance to tell you we will be suspending supply of the Service, unless the problem is urgent or an emergency. You may contact us to cancel any repeat prescription request in accordance with the provisions of the "Can I cancel my repeat prescription request" section below.

How does payment work?

If you pay for your medication, then you will be charged at the prevailing NHS prescription charge. Payment will need to be made at your Nominated Pharmacy when collecting your prescribed items. Payment for medication for other people that are listed on your account 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. By confirming your exemption status, you agree that we may share your declaration of exemption (and any evidence provided) with the 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. Please note that your Nominated Pharmacy may also request to see appropriate supporting evidence of your exemption status when collecting your medication.

Your agreement with your mobile network provider will apply when using the Service. You may be charged by them for network connection services while using the Service. If you are not the bill payer for the network connection services being used, you will be assumed to have received permission from the bill payer to use the Service.

Can I cancel my repeat prescription request - when using the App?

You can cancel a repeat prescription request placed through the App at any point until the medication is dispensed by the Nominated Pharmacy. You can make such cancellation by using the delete a repeat prescription request function in the App or by contacting the Nominated Pharmacy using the call pharmacy function in the App.

Unfortunately, due to the nature of prescription medications, once your items have been dispensed, you will be unable to cancel your prescription or return the medication. Any

unwanted medicines must be disposed of by returning the medication to a pharmacy or to any other authorised location.

If you receive medication that is incorrect, dispensed in error or damaged you should contact your Nominated Pharmacy using the call pharmacy function in the App.

You can always choose to stop using the Service at any time and can disable the App on your device. Please note that where you disable the App, your Nominated Pharmacy will remain nominated as your NHS EPS pharmacy. You will need to contact your Nominated Pharmacy directly in order to cancel or change your nomination.

Can we cancel your repeat prescription request?

We may end the contract with you at any time by writing to you if:

- (a) your requested items are out of stock;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the items to be dispensed; and/or
- (c) your GP rejects your repeat prescription request.

When will I receive my medication?

You can track your repeat prescription request using the App, where you will be notified once it is ready for collection from the Nominated Pharmacy.

If you have not collected your medication within five days of being notified that your items are ready for collection, you will receive a further notification from us via the App. If you have not collected your medication after receiving the further notification from the App, you may be contacted directly by your Nominated Pharmacy.

Please note that 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.

At times your GP may be delayed in issuing a repeat prescription. Please note that we have 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 the Nominated Pharmacy who will dispense the medication.

If you use a non-EPS surgery or have a controlled drug prescription, and you post a paper prescription to one of Our Pharmacies, we will dispense the medication when the prescription arrives. It typically takes up to four working days for us to process your prescription. You will not be able to track your repeat prescription request through the App where submitting paper prescriptions to one of Our Pharmacies.

Other important terms

We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

Each of the paragraphs or sections of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful and thereby disallowed or found to be ineffective the remaining paragraphs or sections will remain in full force and effect.

If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking these Terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

We reserve the right to make changes to these Terms and will provide you with notice in writing when we intend to make changes to these Terms and when changes to these Terms will take effect.

What laws apply?

These Terms 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. These Terms are only available in the English language.

How can I contact you?

To contact us please email us at managemymeds@avicenna.org.

Right to make a complaint

Should you wish to file a complaint please contact us via the method listed above. We aim to acknowledge complaints within two working days.

Whilst we would appreciate the opportunity to resolve all complaints internally you do also have the following rights:

The right to make a complaint through the European Union dispute resolution platform:
ec.europa.eu/consumers/odr

The right to make a complaint through the Information Commissioners Office for complaints relating to the storage and/or processing of your personal data.

If we have to contact you to respond to a complaint and/or a general enquiry we will do so by writing to you at the email address or postal address you provided to us as part of creating an account. Please do update your account from time to time should any of your details change.

When we use the words “writing” or “written” in these terms, this includes emails but not fax.