



my local surgery[®]

These Term & Conditions (Terms) outline the terms and conditions governing your use of www.mylocalsurgery.co.uk (Site) and the Services that My Local Surgery Ltd provide to you through the Site, and include important information about who we are, what it is we do, our liability to you as well as other important information. In particular, we would like to draw your attention to the following rights and obligations:

The Site allows you to contact Pharmacists and Healthcare Professionals however any contact or other dealings that you have with that Pharmacist or Healthcare Professional will be subject to a separate contract between you and that Pharmacist or you and that Healthcare Professional (as applicable), and, we are not responsible for this. More information about this can be found at sections 4, 5, 6, 7, 8.12 and 8.14 of these Terms.

We are not responsible for loss you suffer that is not foreseeable and we are also not responsible for any loss that you suffer which arises because you use of the Site or Services in a way that does not comply with these Terms, or which is due to an event that is beyond our control. You will be liable to us for loss we suffer which are caused by your breach of these Terms. More information about liability can be found at sections 7, 12 and 13 of these Terms.

If you need to contact us about the Site and/or Services, including if you have any feedback, you can contact us at: www.mylocalsurgery.co.uk via the Contact Us form (<https://mylocalsurgery.co.uk/contact-us>), or through the MLS Chat function on the site.

You can stop using the Site and Services, and end these Terms, at any time by deleting Your Account. Please note that, if you delete Your Account, you will no longer be able to access the Services. More information about this can be found at section 14 of these Terms.

We may use third party software to provide the Site and Services. You must comply with any terms of terms relating to the use of this third party software when using the Site and Services. More information about this can be found at section 15 of these Terms.

We may make changes to the Sites, Services and these Terms but will notify you if we do so. If you do not agree to a change then you can end the contract with us by deleting Your Account. More information about this can be found at section 19 of these Terms.

Please read these Terms carefully and make sure that you understand them before you accept them as they are legally binding. If you think that there is a mistake in these Terms, please contact us to discuss this.

About My Local Surgery

We are My Local Surgery Ltd (My Local Surgery, we, our or us) and we operate the website www.mylocalsurgery.co.uk (Site) which is an online platform whereby we connect you with third parties who will provide you with healthcare specialist advice, access to next-day medication and treatment to certain conditions that can be dealt with quickly and ultimately save you time whilst freeing up resources and supporting the National Health Service (NHS).

Our address of business is: Old Poultry Shed, Upper Slackstead Farm, Farley Lane, Braishfield, Romsey, Hampshire, SO51 0QL, United Kingdom.

Your Acceptance of these Terms

By ticking the unticked box that states “I agree to My Local Surgery’s Terms & Conditions” when you register and create an account on the Site, you are confirming that you:

are a resident in England;

are aged 18 or over; and

have completed all the required fields on the Site registration page and provided a password that meets our security requirements,

and that you accept these Terms and agree to be bound by them and comply with them.

A copy of the latest version of these Terms is available on the Site so that you can refer back to them if needed.

How to Interpret these Terms

In these Terms, certain words which are used frequently and have a particular meaning have been capitalised to make these Terms easier to follow. A list of these words can be found at section 23 of these Terms.

When we refer to you in these Terms, we are referring to you, the user of the Site.

When we refer to third party or third parties in these Terms, we are referring to people other than us or you and we mean individuals as well as businesses and other bodies like law enforcement bodies.

Please note that we have provided various examples in these Terms to help make them easier to understand. When we use phrases like for example, such as or including, we do not intend to restrict the meaning of the words that the examples relate to and are not providing definitive lists of examples.

How My Local Surgery Works

Our Site contains features and functions to connect you with third parties who will provide you with healthcare specialist advice. Accordingly, the Site allows you to:

Book and attend a free video consultation appointment with a Pharmacist under the Government’s “Pharmacy First” initiative so that you can receive healthcare advice from Pharmacists in relation to the treatable conditions under this initiative – see table below for more information about this;

What is Pharmacy First?	Treatable Conditions through the Site
<p>Pharmacy First is a Government initiative enabling community pharmacists to supply prescription-only medicines, including antibiotics and antivirals where clinically appropriate, to treat seven conditions. Further information is available, https://healthmedia.blog.gov.uk/2024/02/01/pharmacy-first-what-you-need-to-know/.</p>	<p>The My Local Surgery Site offers online access and NHS prescriptions for six common conditions under the Pharmacy First initiative:</p> <ul style="list-style-type: none">• Uncomplicated urinary tract infection (UTI);• Sore throat;• Sinusitis;• Impetigo;• Shingles; and• Infected insect bites.

Book and attend a private video consultation with a Pharmacist or Healthcare Professional so that you can receive advice on symptoms not covered by Pharmacy First.

Pay the Pharmacist or Healthcare Professional (as applicable) for any medication or other treatments recommended by that Pharmacist or Healthcare Professional;

Track delivery of any medication or other treatments purchased from Pharmacists and Healthcare Professionals,

these are collectively referred to as the Services. For more details about these Services, please see section 8 below.

We grant you a right to use the Site and receive the Services from the date that you accept these Terms until the date that they are ended by either you or us. Please see section 14 of these Terms for details as to how you or we can end these Terms.

Your right to use the Site is personal to you. You must not allow other people to access or use Your Account and must ensure that you disable any functions that enable multiple users to access your device, including for example fingerprint and facial recognition. If you allow other people to use Your Account in breach of this section 4 or do not disable these functions and so enable other people to access Your Account, then if those people breach these Terms, we may hold you responsible as if you had breached them.

Our Relationship with Pharmacists and other Healthcare Professionals

We are an introduction agent for Pharmacists and other Healthcare Professionals as our role is to introduce you to, and to facilitate the management of your appointment with, the Pharmacist and/or Healthcare Professional. We have no

involvement with, nor do we have any responsibility in relation to, any advice, treatment, medication or other services you may receive from a Pharmacist or Healthcare Professional.

We may receive a Fee from the Pharmacist and/or Healthcare Professional as a result of your introduction to them, but this does not affect the amount you pay for your medication and/or treatment. If you would like details of the amount of Fees received by us from the Pharmacist and/or Healthcare Professional as a result of your introduction, please contact us and let us know.

All pharmacies associated with My Local Surgery attain all the necessary registrations / GHPC licenses by UK law.

Your Relationship with Pharmacists and Healthcare Professionals

Whilst our Site allows you to contact and deal with Pharmacists and Healthcare Professionals, it is merely introductory in nature and as such, your contact and dealings with the Pharmacist and Healthcare Professionals after the point of such introduction, including in relation to any medication or treatment you require, will be directly with that Pharmacist or Healthcare Professional (as applicable).

Accordingly:

Your contract for any medical advice, medication and/or treatment will be with the Pharmacist and/or Healthcare Professional and not with us.

You should request a copy of and review any such contract to ensure you are comfortable with the terms of it before you

receive any medical advice, medication and/or treatment. We are not responsible for the terms of any third party, including the Pharmacists and/or Healthcare Professionals.

The Pharmacist and/or Healthcare Professional is entirely responsible (and we are not responsible) for your medical advice, medication and/or treatment, including collecting payment from you for your medication and/or treatment and arranging delivery of any medication and/or treatment to you.

Medical Disclaimer

We have no responsibility for the provision of any medical advice, medication or treatment – our sole role is to introduce you to Pharmacists and Healthcare Professionals on your request. It is not our responsibility to determine whether use of the Site is appropriate for you, or whether in fact you should seek a different form of medical assistance.

We also cannot guarantee that any treatment arising from your use of the Site or the Services will be successful or that you will not need any further advice and/or medication or treatment in the future.

Any losses arising out of or in connection with your dealings with a Pharmacist and/or a Healthcare Professional is the responsibility of the Pharmacist or Healthcare Professional (as applicable) and should be addressed in your contract with the relevant Pharmacist and/or Heath Professional. We are not responsible for any such third party terms and you should review these to make sure you are comfortable with them before you accept any advice and/or medication or treatment from such Pharmacist and/or Healthcare Professional.

How We Provide the Services

We provide the Services to you on an “as is” basis (which means that we are providing the Services in their current condition, with any existing errors and on the basis that it is not designed for any specific purpose or requirements that you may have).

We do not guarantee the performance, content or functionality of the Services and, in particular, we do not guarantee that the Services will be:

Available without interruption;

Free from errors or omissions; or

Free from viruses and/or vulnerabilities.

Further, we may suspend, withdraw or discontinue all or any part of the Services without notice.

If the Services are unavailable or any of their performance is impacted, we will use reasonable efforts to restore them. We will not be liable to you if for any reason the Services are unavailable or impacted at any time or for any period and you should ensure that you have alternative means of accessing a pharmacist or healthcare professional as may be required in these events. Please see section 13 for more information about what we are and what we are not liable for.

Because you are a consumer, we are under a legal duty to supply the Services to you in conformity with these Terms. As a consumer, you have legal rights in relation to any Services that is not as described. Advice about your legal rights is

available from Your local Citizens' Advice Bureau or Trading Standards office.

Video Consultations

Consultations are available 9.00 am to 5.00 pm Monday to Friday (but excluding public holidays) but will vary day to day depending on the availability of a particular Pharmacist or Healthcare Professional.

You can book and attend a Consultation with a Pharmacist or Healthcare Professional via our Site by logging into Your Account and selecting the Consultation time and date you require from the list of available Consultation appointments. Please note that you will not be able to book a Consultation for a time that is less than 15 minutes before that Consultation is required.

The dates and times of Consultations booked by you cannot be changed by you during the 30 minutes immediately preceding the time of your Consultation. You may however change the date or time of a Consultation booked by you at any time before that 30 minute window starts.

You cannot cancel a Consultation booked by you during the 30 minutes immediately preceding the time of your Consultation. You may however cancel a Consultation booked by you at any time before that 30 minute window starts.

If you do not attend a Consultation three (3) times in day, you will be blocked from using the Service for the remainder of that day.

Please note that Consultations will not be recorded, and none of the data from that Consultation is stored or saved by us.

Payment for Medication and Treatments

You may be able to pay the Pharmacist or Healthcare Professional for certain medication or other treatments recommended by that Pharmacist or Healthcare Professional via our Site. For Pharmacy First services, the Site may feature Paypal integration as the payment service provider. For private services (those which are not part of the Pharmacy First initiative), the Site will feature integration with a payment provider to facilitate payment of the pharmacist or healthcare professional.

It is important that you understand that we and the Site only facilitate the payment and we do not collect any payments made by you at any time. All payments facilitated by our Site are sent by the payment service provider directly to the relevant Pharmacist or Healthcare Professional and are subject to the terms agreed by you and the Pharmacist or Healthcare Professional (as applicable) and the relevant payment service provider. This means that if you have any issues or require any changes to be made to your payment, then you should contact the relevant Pharmacist or Healthcare Professional or relevant payment service provider.

Delivery of Medication and Treatments

You can check whether a delivery of medication or other treatments purchased from Pharmacists and Healthcare Professional has been dispatched by that Pharmacist or

Healthcare Professional via our Site by logging into Your Account.

It is important that you understand that:

The Pharmacist or Healthcare Professional is responsible for the delivery of your medication and other treatments purchased via our Site and any deliveries will be subject to the terms agreed by you and the Pharmacist or Healthcare Professional (as applicable). This means that if you have any issues with your delivery, then you should contact the relevant Pharmacist or Healthcare Professional.

Our ability to provide you with an update on the delivery of your medication or other treatment is reliant on the Pharmacist or Healthcare Professional (as applicable) notifying us that it has dispatched the medication and/or other treatment. This means that we can only provide you with an update as to whether a delivery has been dispatched if the Pharmacist or Healthcare Professional notifies us of the same.

Site Charges & other Payments

You do not have to pay any charges for using the Site or receiving the Services.

Our Site has functions and features in place that may allow you to pay the Pharmacist or Healthcare Professional direct for any medication or other treatments recommended by that Pharmacist or Healthcare Professional (as applicable).

We do not collect any payments made by you at any time. All payments made via our Site are sent directly to the relevant

Pharmacist or Healthcare Professional and are subject to the terms agreed by you and the Pharmacist or Healthcare Professional (as applicable). This means that if you have any issues or require any changes to be made your payment, then you should contact the relevant Pharmacist or Healthcare Professional.

Your Responsibilities when using the Site & Services

You shall:

Ensure that the information you provide via our Site is complete and accurate;

Provide us with such information as we may reasonably require in order to supply the Services and ensure that such information is accurate in all material respects; and

Co-operate with us in all matters relating to the Services.

If you upload User Content onto the Site and/or Your Account, you understand and agree that you will be confirming to us that:

You have all the rights and permissions of anyone (meaning individuals as well as businesses) who has made, contributed to and/or appeared in your User Content to share the User Content with us and that sharing it will not violate the rights of anyone (as described above), such as their confidentiality rights, right to privacy and intellectual property rights, including for example any copyright, trademarks or patents; and

We may, in compliance with applicable law, use the User Content for the purpose of providing the Services.

When you are using the Site, you must not:

Reproduce, copy, modify, adapt or otherwise alter the Site or any part of it;

Decompile, reverse engineer, disassemble or attempt to derive the source code relating to the Site;

Introduce viruses, worms, malware, spyware, trojan horses or other malicious code;

Interfere with, disrupt or hack into the Site, including for example any security functions;

Do anything that is fraudulent, illegal or unlawful or act in a way that would promote or encourage such behaviour; and/or

Upload any User Content that:

is threatening, defamatory, discriminatory, obscene, abusive, offensive and/or incites hatred;

promotes or includes sexually explicit material including child sexual abuse material;

harasses others or violates their privacy;

causes harm to minors;

glorifies, promotes or trivialises violence, war or terrorist or extremist political organisations;

is owned by someone else and which you do not have the right to use; and/or

violates these Terms or any applicable law.

If we reasonably believe that you have not complied with your responsibilities in respect of User Content set out in this section 10, we have the right to remove any or all of your User Content immediately and without giving you notice beforehand.

Your Contact Details & Security

You must ensure that all the information that you provide to us during your account registration and during any forms of contact with us or our Site (including our data collection forms, further details of which are available in our Privacy Policy) is accurate and complete. If any of your details change, you must update them as soon as you can by logging into your account.

You must verify the registration details that you have provided if you are asked to for the purposes of using, or receiving, the Services. This may include providing any supporting information or documentation that is reasonably required.

You must take all reasonable steps to ensure that the details contained within Your Account, including for example your login credentials, passwords and any other security details, remain confidential at all times. If someone has gained access to these details or you believe they may have, please contact us as soon as you can at www.mylocalsurgery.co.uk via the

Contact Us form (<https://mylocalsurgery.co.uk/contact-us>) or through the mylocalsurgery Chat.

You are responsible for the security of the devices that you use to access Your Account and for keeping all passwords and account details secure. You must take all reasonable steps to ensure the security of your device, for example by installing anti-virus software, so that it is not accessed or used by third parties in a way that you haven't authorised.

You accept that we may need to take steps to protect the Site and ourselves against cybersecurity risks. These steps may lead to your use of Your Account and/or the Services being restricted and, depending on the severity and likelihood of the risk, we may need to suspend Your Account and/or the Services. We will take reasonable steps to minimise the impact of any such steps that we take.

Circumstances where we are relieved from providing the Site & Services

If our performance of any of our obligations under these Terms is prevented or delayed by any act or omission by you or failure by you to perform any relevant obligation (including where we need certain information from you so that we can perform the Services or where you fail to attend three Consultations in a day) (Your Default):

We shall without limiting our other rights or remedies have the right to suspend performance of the Services to you until you remedy Your Default, and may rely on Your Default to relieve us from the performance of any of our obligations to the extent

Your Default prevents or delays our performance of any of our obligations;

We shall not be liable for any costs or losses sustained or incurred by you as a result of our failure or delay to perform any of our obligations; and

You may be required to reimburse us for any reasonable costs or losses sustained or incurred by us arising from Your Default.

Liability

We will always be liable to you for:

Death or personal injury which is caused by our negligence;

Fraud or fraudulent misrepresentation; or

Any other liability which cannot be limited or excluded by applicable law.

We will be liable to you for any losses that arise because we have failed to comply with our obligations under these Terms and which could have been reasonably foreseen by you and us at the time that you accepted these Terms. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into these Terms.

We will not be liable to you for any losses that you suffer arising from:

You (or someone else to whom you have given or enabled access) using the Site and/or Services in a way that does not comply with these Terms; or

Someone else gaining access to Your Account and using it without your permission as a result of you not complying with your obligations under these Terms,

and you accept that we will not be liable to you other than as set out in sections 13.1 and 13.2.

We do not guarantee that the Services will always be available or that access will be uninterrupted. We will not be liable to you if for any reason the Services are unavailable or impacted at any time or for any period and you should ensure that you have alternative means of accessing a pharmacist or healthcare professional as may be required in these events.

We will not be liable to you for any losses that you suffer due to events that are beyond our reasonable control and, where the Site and/or Services is impacted by such an event, we will not have to provide the Site and/or Services to you to the extent that it is impacted by that event and for as long as that event continues. Events beyond our reasonable control include for example:

The unavailability or any impact on the performance of the Site where these are caused by:

maintenance, repairs, upgrades or any other work relating to software and/or hardware that supports the delivery of the Site and/or Services;

network conditions (including for example, high levels of network traffic) and network coverage due to the location and physical environment where you are using your device; and/or

the functionality of your device;

Your device or any hardware or software being damaged, corrupted or inoperable as a result of you (or someone else) using the Site if we could not have prevented this occurring by using reasonable care and skill; and

Extreme weather, terrorist activity, military conflicts, pandemics, natural disasters and industrial disputes.

If your access to and use of the Services is ended in accordance with these Terms, we will not be liable to you for any losses that you suffer as a result of you no longer being able to access the Services.

You will be liable to us if we suffer losses that are caused by you (or someone else who has access to Your Account) using the Site and/or Services in a way that does not comply with these Terms.

How Long these Terms Last & Ending Your Use of the Services

These Terms apply from the point when you accept them until the date that they are ended by you or by us as set out in this section 14.

You may end these Terms and your access to and use of the Services at any time by deleting your account.

We may end these Terms and your use of the Services at any time if:

You fail to comply with these Terms in a way that is material and that either cannot be put right or is not put right to our satisfaction within a reasonable time period that we specify;

You persistently breach these Terms, for example by repeatedly not complying with your responsibilities in sections 10 or 11 of these Terms; or

We stop providing the Site or the Services, in which case we will provide you with reasonable advance notice unless there are serious grounds that require us to take action sooner.

We may suspend, withdraw or discontinue all or any part of the Services without notice.

If you or we exercise any of our rights to end our contract with you under these Terms as set out in this section 14, then:

You will no longer have the right to, or be able to, access or use the Services; and

Provided that you have not failed to comply with your responsibilities under section 10 of these Terms, your User Content will be available to you on request for a reasonable period of time following the end of the contract.

Third Party Software

You accept that we may use third party software to provide the Site and Services that we may add, remove or change this software throughout the duration of these Terms.

You must comply with any applicable terms relating to the use of this third party software when you are using the Site and Services.

Intellectual Property Rights

All intellectual property rights associated with the Site, including but not limited to trademarks, copyrights, and proprietary content, are owned by us. Users acknowledge and agree that the ownership and usage rights of intellectual property on the Site exclusively belong to us.

You are expressly prohibited from using, reproducing, or distributing these materials for any purpose other than those explicitly permitted by these Terms.

If a third party claims that the Site infringes their intellectual property rights, then we will handle the claim and, provided that you have complied with these Terms, including your responsibilities set out in section 10.2 of these Terms, you will not be liable.

We accept no liability if a third party claims that your User Content infringes their intellectual property rights and we may take action against you if a third party seeks to enforce their intellectual property rights against us as a result of something that you have or haven't done.

Confidential Information

You and we will keep in strict confidence all confidential information that has been disclosed by the other, or otherwise obtained from the other or any person on behalf of the other

and you and us shall not use such confidential information or disclose it otherwise than as may be necessary for the performance of these Terms.

You and We will restrict disclosure of such confidential information to those persons who are required to know it for the purpose of you and us discharging obligations or exercising rights under these Terms applicable to you and us, and shall ensure that such persons are subject to obligations of confidentiality corresponding to those which apply to you and us under these Terms.

This section 17 shall not apply to the extent that disclosure is a requirement of applicable law.

How We Use Your Personal Information

We will use the personal information you provide to us:

To allow the Pharmacist or Healthcare Professional to contact you;

To process your payment for any medication or treatment; and

if you agreed to this during the registration process, to give you information about similar services that we provide, but you may stop receiving this at any time by contacting us or by clicking the unsubscribe toggle set out in the email communications to you.

We will only give your personal information to other third parties where applicable law either requires or allows us to do so.

How We Can Make Changes to the Site, Services & these Terms

From time to time, we may make changes to the Site or Services, including for example by:

Changing the specifications and functions of the Site or the Services where we are either making technical adjustments or enhancing what we offer to you without this resulting in a change to the main characteristics of the Site or Services;

Making changes to enhance security or address a particular security issue or risk; or

Making changes that are necessary as a result of any changes to applicable laws and regulatory or safety requirements,

and when we make a change like this, we will notify you on or before the next occasion that you use the Site.

We may make other changes to the Site or Services (for example by changing one or more of its main characteristics) or make changes to these Terms that do not impact your access to and your use of the Site (for example by changing the content of one or more of these sections), but we will only do this where we have a valid reason, including for example product and technology changes. If we make a change like this, we will notify you and provide further details about the change and in doing so will try to give you as much notice as reasonably possible in the circumstances.

If you do not agree to a change (whether it is a change to the Site or the Services or any other change to these Terms), you

may at any time end your contract with us for the Services under these Terms by deleting your account.

Resolving Disputes

We want to improve the services we offer so, if you have an issue or dispute with us in relation to your use of the Site, please contact us (see section 21 below) so that we have an opportunity to discuss the issue or dispute with you and then investigate it and resolve it.

If you have a dispute with us and are unhappy with the outcome of this process, then you may refer the dispute to the courts.

How You & Us Communicate

For enquiries related to these Terms, you can reach out to us using the “Contact Us” form available on our Site (<https://mylocalsurgery.co.uk/contact-us>) or through the mylocalsurgery Chat. We value open communication and are committed to addressing any concerns or questions you may have regarding our Terms.

If you provide us with feedback on these Terms, the Site or the Services, you agree that we can use this feedback and/or communicate it to others and that we can do this without restriction and without having to make any payment to you.

Other Important Terms

If any part of these Terms is held to be illegal or unenforceable, the other parts of these Terms will continue to apply and will be read as if that part had been removed.

If you or we delay in enforcing one or more of our rights under these Terms, the relevant right may be enforced at a later date unless you or we have told the other person in writing that we don't want to enforce it.

The rights and remedies provided by these Terms are cumulative and, unless otherwise provided in these Terms, are not exclusive of any right or remedies provided at law or in equity or otherwise under these Terms.

Nothing in these Terms is intended to create a partnership, or legal relationship of any kind that would impose liability upon one party for the act or failure to act of the other party, or to authorise either party to act as agent for the other party.

Neither you or us shall have authority to make representations, act in the name of, or on behalf of, or to otherwise bind the other.

These Terms are made between you and us. Nobody else has any rights under them.

We can transfer our rights and obligations under these Terms to someone else, but only if this does not reduce the performance of the Site and Services. If we do this, we will notify you. You may not transfer your rights and obligations under these Terms to someone else.

Your rights under these Terms are in addition to and do not affect your legal rights and remedies under United Kingdom

consumer protection law. If these Terms conflict with United Kingdom consumer protection law, then your legal rights under that consumer protection law will prevail.

These Terms, along with any other terms referenced herein where applicable, constitute the entire agreement between the user and the Site, governing the use of the services and superseding any prior agreements, understandings, or communications, whether written or oral.

These Terms and any issues arising from them are governed by English law. The courts of England will have jurisdiction for any dispute that relates to these Terms.

Defined Words

In these Terms, certain words which are used frequently and have a particular meaning have been capitalised to make these Terms easier to follow. These are:

Consultation means a video consultation appointment hosted by our Site.

Fee means a fee received by us from a Pharmacist or Healthcare Professional in return for your introduction to that Pharmacist or Healthcare Professional.

Healthcare Professional means the healthcare professional you engage via our Site from time to time when attending private consultations.

Pharmacist means the pharmacist you engage via our Site from time to time.

Services means the services described in section 4.1.

Site means www.mylocalsurgery.co.uk.

Terms means these terms and conditions.

User Content means any content, material, information and/or details that you upload to Your Account or when you are using the Site or Services, including for example photos, audio files and videos.

Your Account means the account you create when registering to our Site.

Your Default has the meaning set out in section 12.1.