



my local surgery[®]

Welcome to 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 to treat 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 and our contact details are set out in the “How You & Us Communicate” section of this Policy.

These Terms of Use (Terms) outline the terms and conditions governing your use and access of our Site.

Whether you are a customer, pharmacist, healthcare professional or visitor, your use and access of the Site implies your binding agreement to and acceptance of these Terms. If you do not agree with these Terms, please do not use our Site. If you do not follow these Terms, we reserve the right to

suspend your use of the Site and/or cancel your account on our Site.

These Terms, along with the following additional policies, are the rules governing your rights and obligations on the Site:

[Privacy Policy](#);

[Cookies Policy](#);

Customer Terms and Conditions (for Site registered customers only); and

Pharmacist and Healthcare Professional Terms and Conditions (for Site registered pharmacists and healthcare professionals only),

(together, the Policies).

Eligibility & Account Registration

In order to access certain features of the Site, you may need to register and create an account. The requirements to create an account will be dependent upon your status as a user of our Site as follows:

Pharmacists and healthcare professionals will be required to create an account in accordance with the terms and conditions set out in the Pharmacist and Healthcare Professional Terms and Conditions, and the pharmacists and healthcare professionals registered on the Site are those set out in the list of pharmacists and healthcare professionals (which is subject to change from time to time) in the Customer Terms and Conditions (Pharmacist or Healthcare Professional); and

customers wishing to use the services available on our Site will be required to create an account in accordance with the terms and conditions set out in the Customer Terms and Conditions (Customer).

If you are a visitor on our Site, you do not need to create an account but you will not be able to access any of the services available on our Site. Notwithstanding this, by visiting our Site you will still be required to comply with these Terms.

You agree to provide accurate and complete information 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). If any of your details change, you must update your information by logging into your account.

You are responsible for and must keep your account information confidential and secure. This includes login credentials, personal details, and any other information associated with your account. If you know or suspect anyone other than you knows your account password, let us know as soon as possible by reference to the “How You & Us Communicate” section below.

You are solely responsible for any activity on your account. Your account is personal to you and non-transferable. Users are prohibited from sharing or transferring their accounts to others. This policy is in place to uphold the integrity of individual accounts and to ensure that each user is responsible for their own account activities.

If you are a Pharmacist or Healthcare Professional, you will be using the Site for commercial purposes (being wholly or partly for the purposes of your trade or profession) and accordingly you will be a (Business User) and you and your includes you and the business or entity on behalf of which you are accessing or using the Site. If you are a Business User, the

person using the Business User’s account must be an authorised representative of that business or entity with authority to bind it to these Terms and by opening an account you agree to the Terms on behalf of the business or entity.

For further information on the process of creating, maintaining and using your account on our Site and your obligations thereunder, please refer to the Customer Terms and Conditions or the Pharmacist and Healthcare Professional Terms and Conditions, as applicable.

How You Use The Services On Our Site

Our Site exists to connect Customers with third parties who will provide Customers with healthcare specialist advice. To facilitate this connection our user-friendly My Local Surgery platform on our Site allows Customers to book a free video consultation with a Pharmacist to diagnose and prescribe treatments to six of the conditions under the Government’s “Pharmacy First” initiative as further detailed in the table below and you can also book private video consultations with Pharmacists or Healthcare Professionals so that you can receive advice on symptoms not covered by Pharmacy First.

What is Pharmacy First?

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/>.

Treatable Conditions through the Site

The My Local Surgery Site offers online access and NHS prescriptions for six common conditions under the Pharmacy First initiative:

What is Pharmacy First?

Treatable Conditions through the Site

- Impetigo;
- Shingles; and
- Infected insect bites.

- Uncomplicated urinary tract infection (UTI);
- Sore throat;
- Sinusitis;

Users are expected to use our Site in a manner that is consistent with its intended purpose. Any use that violates legal standards, disrupts Site functionality, or compromises the experience for others is strictly prohibited.

Your Responsibilities on our Site

You may only use the Site and our services to:

browse the services that are available on the Site; and

use the services that are available on the Site in accordance with the Customer Terms and Conditions or the Pharmacist and Healthcare Professional Terms and Conditions, as applicable.

You must not use the Site and our services to:

do anything illegal or breach applicable laws;

use the service for any other purpose than to browse or use the services on our Site as outlined above;

circumvent, test or breach the security measures of the Site;

collect any data other than in accordance with our policies;

transfer or assign your right to use the Site to another person;

create more than one account;

collect or use any images or text from the Site or otherwise breach our intellectual property terms;

post or communicate to our data collection forms any content that does not comply with these Terms or our Policies.

If you fail to comply with these Terms or violate any of our Policies, we may:

temporarily or permanently withdraw or suspend your access to the Site;

disclose information to law enforcement authorities where we find it reasonably necessary or have a legal obligation to do so; or

temporarily or permanently delete your account.

How We Protect Intellectual Property Rights & Content

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.

By posting your content or any of your information through or on our Site, you grant to us a worldwide, non-exclusive, irrevocable, sub-licensable, perpetual and royalty-free licence

to use, display, copy, reproduce, distribute, adapt, re-format, modify, publish, translate, store, licence, sub-licence, assign, transfer, prepare derivative works and exploit your content (including any intellectual property rights included in such content) anywhere and in any form for the purpose of providing our services and/or the operation of our business and Site.

The Site reserves the right to delete, reject or modify content as needed. This includes content that violates these Terms or our other Policies, infringes any intellectual property rights, or poses a threat to the security and integrity of the Site. The goal is to maintain a safe, respectful, and compliant environment for all users.

How We Use Third-Party Links & Services

You are advised that content on third-party websites linked to our service may vary in accuracy, practices, and functionality. We provide this content as a convenience, but we do not guarantee its accuracy, endorse its practices, or assure its functionality. You acknowledge that accessing third-party content is at your own risk.

Certain features or services on our Site may involve third-party links, applications, or services. In such cases, you are required to agree to the terms and conditions of these third parties. This ensures a clear understanding of your rights and responsibilities when engaging with external services linked to our Site.

How We Use Your Personal Information

We are committed to protecting your privacy, and the use of your personal information is governed by our Privacy Policy and also for account holders, through the Customer Terms and Conditions or the Pharmacist and Healthcare Professional Terms and Conditions, as applicable. By using our services, you agree to the terms outlined in our Policies, which detail how we collect, process, and safeguard your personal data.

Termination

We reserve the right to change, suspend or discontinue any of the services we provide to you and any or all users, at any time, for any reason. We will not be liable to you for the effect that any changes to the services we provide may have on you, including your ability to generate revenue through our Site.

Our Promises to You

The Site is offered on an "as is" basis. We disclaim any guarantees regarding the services it provides, its functionality, or the accuracy of content. While we strive for a seamless experience, we do not warrant that the service will be uninterrupted, error-free, or free of viruses or other harmful components.

We will not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise arising under or in connection with these Terms or the provision or receipt of our services for any:

loss or harm caused by viruses, worms or other programmes which are designed to negatively impact our Site or services;

loss of profit, goodwill, opportunity, data, business or business reputation;

business interruption; and

indirect or consequential losses, including where such loss/damage is of any of the types listed above.

We do not exclude or limit our liability in any way where it would be unlawful to do so.

We do not accept responsibility for any loss or damage that was not caused by our breach of these Terms and/or that was not at the time you agreed to these Terms, reasonably foreseeable as a consequence of us breaching these Terms.

For Business Users

We make no warranty or representation to you other than those set out in these Terms. We do not warrant to you in any way that:

the Site or your use of our services will meet your requirements, and as such the Site is offered on an “as is” basis;

the Site or your use of the Site will be uninterrupted, timely, secure or error-free;

any information obtained by you through your use of the Site our services will be accurate or reliable or error-free; or

defects in the operation or functionality of the Site or our services provided to you will be corrected.

Your Promises to Us

You agree to defend and to indemnify us, our parents, subsidiaries and affiliates and each of their respective officers, directors, employees, agents and advisors from and against any and all claims, damages, costs, expenses, losses or liabilities that may arise from your use of the service or Site or breach of these Terms. This includes, but is not limited to, claims from other users, third parties, or regulatory bodies. We reserve the right to handle our legal defence however we see fit, even if you are indemnifying us, in which case you agree to cooperate with us so we can execute our strategy.

Terms Of Use Changes

These Terms are subject to change at any time, we will revise the “Last Updated” date at the top of these Terms. By continuing to use the Site and the functions associated to you as a visitor, Customer and/or Pharmacist and/or Healthcare Professional on the Site, you acknowledge and agree that it is your responsibility to review these Terms and we encourage you to do so to stay informed about how we are helping to protect the information we collect. It is your responsibility to be aware of any changes and your continued use of the Site shall constitute your agreement to these Terms and any updates.

Resolving Disputes

We encourage cooperative engagement and open communication between Customers and Pharmacists and Healthcare Professionals to resolve any outstanding issues

efficiently and amicably. In the event of a dispute between a Customer and Pharmacist or a Customer and Healthcare Professional, this should be dealt with according to the terms of the contract between the Customer and Pharmacist and the terms of the contract between the Customer and Healthcare Professional, as applicable.

If you have a dispute with us relating to our Site or the services on our Site, in the first instance please contact us by reference to the “How You & Us Communicate” section below and we will try and resolve the issue informally.

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 MLS Chat function on the Site.

For enquiries related to our approach to data protection and privacy you can reach out to us at technical@mylocalsurgery.co.uk. We value open communication and are committed to addressing any concerns or questions you may have regarding our terms. Additionally, for data protection requests and concerns, users have the right to contact the ICO, the UK's supervisory authority for data protection matters. Information about the ICO, including contact details, can be found at [Information Commissioner's Office \(ICO\)](#).

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.