

Pickfords Pharmacy Terms & Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

Terms of website use

This terms of use (together with the documents referred to in it) tells you the terms on which you may make use of our website www.pickfordspharmacy.com (our site), whether as a guest or a registered user. Use of our site includes accessing, browsing, or registering to use our site.

Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site. By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

Our site is only intended for use by people resident in the United Kingdom.

If you do not agree to these terms of use, you must not use our site.

Other applicable terms

These terms of use refer to the following additional terms, which also apply to your use of our site (depending upon the services that you use):

Our Privacy Policy sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing, and you warrant that all data provided by you is accurate. This also sets out the permitted uses and prohibited uses of our site




[<https://www.pickfordspharmacy.com>] is a site operated by Pickfords Pharmacy Ltd ("We"). We are a limited company registered in England and Wales under company number **04295282** and have our registered office Pickford House 20 High View Close Vantage Park, Hamilton, Leicester, Leicestershire, LE4 9LJ. Our VAT number is 787603588.

We are registered with and regulated by the General Pharmaceutical Council (GPHC)

Pickfords Pharmacy Limited

Registered in England. Company Number 13792339

Registered office: Pickford House • 20 High View Close • Vantage Park • Hamilton • Leicester • LE4 9LJ

 0116 246 4654  Info@pickfordspharmacy.com  www.pickfordspharmacy.com

Prescriptions - NHS, Private and Vet

THE FOLLOWING ADDITIONAL TERMS APPLY TO ANY USE OF THE PRESCRIPTION SERVICE.

NHS and Private Prescriptions

We are only able to dispense prescriptions written by practitioners who are registered in the UK and EU.

We can accept UK, EU and Swiss prescriptions provided that we are satisfied that the prescription is for a medicine valid for use in the country where the prescription was written. All prescription services provided by us are provided on a basis of reasonable endeavours. Requests made electronically or otherwise for a prescription from your GP will be forwarded to your GP as soon as is reasonably practicable. Due to variations in the different systems used to do this, we cannot guarantee a time of arrival at your GP's surgery or guarantee its arrival at all. You are responsible for ensuring that the request has been received by your GP. We are only able to legally dispense medicines when we have received a valid paper prescription signed by your prescribing GP, or an electronically signed electronic prescription from your prescribing GP. We cannot guarantee that a request for a prescription will result in a prescription being raised by your prescribing GP. Prescriptions are issued at the discretion of the prescribing GP. We cannot guarantee that a request made for a prescription through our prescription service will result in a prescription being issued by the prescribing GP.

Prescription Payment Exemption:

We cannot be held responsible for any failure on your part to provide written evidence of exemption from payment or suitable payment being completed prior to dispatch. If suitable exemption evidence or payment details are not provided or the payment is rejected, refused or retracted, we retain the right to withhold dispatch of the medicines. In cases where exemption details or valid payment are not forthcoming, we will endeavour to contact you in order for you to provide the necessary details for completion of the held order.

Unused Prescription Medicines:

Unused prescription medicines should be handed in at your local Mr Pickford's pharmacy for safe destruction. Any unused prescription drugs returned to us must be in sealed packaging.

Changes to our site:

We may update our site from time to time, also we may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our site, or any content on it, will be free from errors or omissions.

Accessing our site

Our site is made available free of charge:

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our site:

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

Your account and password:

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.




We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at enquiry@pickfordspharmacy.com

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Intellectual Property Rights:

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors. If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

You may not modify, distribute, publish, transmit, reproduce, store or create derivative works of any material or content on this website. Without prejudice to the foregoing, you are not permitted to use any manual or automated system or software to extract or reutilise any data or information from this website for commercial purposes (“screen scraping”), including without limitation any pricing.

No reliance on information:

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

Limitation of our liability:

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site.

If you are a business user, please note that in particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

If you are a consumer user, please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

Delivery (Postage and Packaging):

It is your responsibility to enter the correct delivery address at the time of ordering. If the incorrect address is given, we are not obliged to re-send the order to the correct address at our expense. You are advised to contact the Customer Services Department immediately if you make a mistake with your delivery address as once an item is shipped the address cannot be amended.

Once an order has been placed if, for any reason, we are unable to ship any part of it, we may at our discretion, send part of the order that is in stock or remove item(s) from the order. In this instance, a refund will be made to you and a note made on the invoice enclosed within the package.

All delivery dates are estimates and NOT guaranteed unless the Special Next Day service is selected and paid for. Please note not every item is eligible for Special Next Day Delivery, the Customer Services Department will contact you if this option is selected but cannot be fulfilled.

Whilst we reserve the right to use any form of delivery and packaging, generally, any packaging will be discreet with a plain outer package.

We reserve the right to use whichever form of delivery we deem appropriate.

Postage Insurance:

Regardless of destination, your order is only covered for contents up to £100. If any package is of a higher value than this, then it is your responsibility to obtain additional postal insurance. Details of these costs can be gained by contacting our Customer Service Department.

We cannot be held responsible for the failure to deliver by any third party that we use.

Lost or Missing Packages:

Royal Mail - A package can only be reported as missing to Royal Mail if it has not arrived within 15 working days (3 weeks). Most missing items are located within the postal system within this time period. If after 15 days an order has still not been received, you are advised to contact local Mr Pickford's Pharmacy ([www.pickfordspharmacy.com /locations](http://www.pickfordspharmacy.com/locations)) with your order number and full name and address. The Customer Services Department will then issue a claim with Royal Mail. Our Customer Service department will then arrange to either refund or resend the order.

DPD - A package should be received the day after shipping. If you are not available then the courier will leave a card for you to rearrange delivery to a more convenient time. If you do not receive your package or a courier card within 2 – 3 days of receiving our despatch email or you experience any difficulties with rearranging delivery then please contact our Customer Services Department.

Returns and Exchanges:

This applies to both instore and online over the counter purchases

Packages returned by postal services - If an item is returned back to us for any reason, we will attempt to contact you to arrange to resend this. If you then decide to cancel the order, only the cost of the goods will be refunded.

Return of unwanted items - It is your responsibility to contact your local Mr Pickford's Pharmacy (www.mrpickfords.com/locations) to advise of your intention to return or exchange any item(s) within 14 calendar days of receipt . After this date, it is solely within our discretion if a return or exchange will be accepted. Once we have approved a return then all items must be received no later than 14 days from the date of the return number being issued. Proof of purchase is required

Once opened and/or used, products cannot be returned unless they are faulty or broken. In addition, products of a cosmetic, medicinal or personal nature cannot be returned due to hygiene reasons. Returned items will only be refunded if they are in a saleable condition upon return. We may reduce the amount of money refunded for goods returned which show evidence of use beyond the necessary handling to see whether goods are as expected. You are liable for the cost of returning items.

Return of faulty or damaged items - You are advised to contact your local Pickford's Pharmacy (www.pickfordspharmacy.com/locations) to advise of your intention to return faulty or damaged items and to obtain an Authorised Returns Number. You should provide your order number, name, address and the reason for the return. If items are returned without an Authorised Returns Number then we are unable to offer an exchange. It is highly recommended that items are returned via a Recorded Delivery service as we do not accept responsibility for items lost in the post. In the event that no fault is found with the items, we reserve the right to recover any fees and/or expenses incurred from you.

Products of a cosmetic, medicinal or personal nature cannot be returned due to hygiene reasons.

Faulty items will be accepted in accordance with the Manufacturer's warranty terms. This does not affect your statutory rights.

You can refuse delivery for a damaged item, in this instance, you must notify our Customer Services Department within 7 days as stated above.

Failed Deliveries:

If an item is returned due to failed delivery, we reserve the right to charge £3.00 for redelivery. If a pharmacy delivery fails for a second time then we reserve the right to either charge £3.00 or remove the privilege of free delivery

Unauthorised Returns:

If items are returned without an Authorised Returns Number then we are unable to offer an exchange.

Refunds:

Any refunds due to you will be made using the same method that payment was originally taken. Refunds will be made within 14 days of receiving the goods back. The refund will include standard outbound delivery costs only if you did not receive free delivery.

Payment:

Payment can be made either by debit card or credit card using our secure payment processing method

Waste Electrical and Electronic Equipment (WEEE):

The United Kingdom is under an obligation to minimize the disposal of Waste Electrical and Electronic Equipment (WEEE) in domestic waste and encourage recycling, recovery and environmentally sound disposal. Certain electrical items cannot be disposed of in domestic waste but should be disposed of through an approved WEEE take back scheme. For details of your local collection facilities, contact your local authority or visit www.recycle-more.co.uk.

Uploading content to our site:

Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the content standards set out in our Privacy Policy

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. If you are a consumer user, this means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our site will be considered non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us a limited licence to use, store and copy that content and to use it in connection with the provision to you of any services that you may request from us through the use of our site. That may include, when you have requested a repeat prescription online through the Repeat Prescription service, obtaining a prescription from your GP and dispensing the prescribed medicine by the Mr Pickford's pharmacy that you have nominated.

We shall treat any information about you as confidential patient information, and shall process it in accordance with our Privacy Policy. By using our website, you consent to such processing and you warrant that all data provided by you is accurate.

Viruses:

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

Linking to our site:

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in our Privacy Policy

If you wish to make any use of content on our site other than that set out above, please contact enquiries@pickfordspharmacy.com

Third party links and resources in our site




Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only.

We have no control over the contents of those sites or resources.

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Alteration of Service or Amendments to the Conditions:

We reserve the right to make changes to the Website, policies, and terms and conditions at any time. You will be subject to the policies and terms and conditions in force at the time that you use the Website or that you order goods from us, unless any change to those policies or these conditions is required to be made by law or government authority (in which case it will apply to orders previously placed by you). If any of these conditions is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

Applicable law:




If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

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