

PharmaDoctor eTool Terms and Conditions – Healthcare Professionals

1. Introduction

1.1 These terms and conditions apply to your use of Escripts' PharmaDoctor eTool (the "tool") and accompanying patient group directions (PGDs). The tool is designed to allow you to conduct consultations and provide advice about which vaccinations and/or medicines are suitable for your patient's circumstances, with the integrated PGDs providing the medical and legal authority to supply and administer appropriate vaccinations and/or medicines from your clinic.

1.2 All use of the tool is subject to these terms and conditions.

1.3 Use of the tool is only intended for [eligible healthcare professionals](#) ("You" "your") who are currently licensed to practise in the United Kingdom.

1.4 The tool is owned and operated by Escripts Marketing Ltd registered in England and Wales under number 06925143 and having its registered office at Hampshire House, 204 Holly Road, Aldershot, GU12 4SE ("Escripts" "we" "us" "our")

1.5 Escripts is registered with the RQIA as an Independent Medical Agency.

2. Use of the tool

2.1 The tool is an online application that will, in most cases, be able to help you advise your patients of appropriate vaccinations and medicines for their circumstances. In some cases, the recommendations made by the tool may not be conclusive and you should advise your patient to seek further guidance from their GP, NHS Direct or an appropriate alternative.

2.2 You are responsible for confirming that the information entered into the tool by your patient is true and accurate. Escripts has no responsibility if you fail to verify that the information provided by your patient is true and accurate and this results in you supplying vaccinations and/or medicines that are inappropriate for your patient's circumstances.

2.3 If the information entered by your patient into the tool results in one or more vaccinations and/or medicines being suitable for their circumstances, you will be offered the opportunity to supply the relevant product from your premises as described in these terms and conditions.

2.4 If the information entered by your patient into the tool results in no product being suitable for their circumstances, you will be responsible for informing the patient of this.

2.5 Patient Group Directions

2.5.1 You may not supply and administer vaccinations and medicines as a result of using this tool unless you are in receipt of authorised, in date, patient group directions, which are available to download inside your PharmaDoctor eTool account.

2.5.2 If your patient consents to the product(s) recommended by the tool, you will be able to dispense the medication/administer the vaccinations on the authority of the authorised patient group directions.

2.5.3 The dispensing of the recommended medication or administering of the recommended vaccines is at the discretion of the healthcare professional and Escripts will provide PGDs which clearly indicate the conditions under which a supply is possible.

2.5.4 It is the responsibility of the trained healthcare professional to ensure they adhere to the restrictions of the PGDs. If a patient is deemed ineligible it is the responsibility of the healthcare professional to advise them to seek specialist advice from an alternative provider.

2.5.5 The patient group direction consultation must be completed at the premises, in a suitable consultation room, with the patient (and parent/guardian in the case of dependants) who will be receiving the medication/vaccination.

2.6 You acknowledge and agree that:

2.6.1 you will not use the tool unless you have obtained the explicit consent of the relevant supervisor/manager (e.g. superintendent pharmacist) of the premises in which you are using the tool.

2.6.2 you will only use the tool on the premises of an organisation registered with the General Pharmaceutical Council (GPhC), the Pharmaceutical Society of Northern Ireland (PSNI), Health Improvement Scotland, Social Services Inspectorate Wales or Care Quality Commission (CQC).

2.6.3 you will not use the tool unless a valid agreement to use the tool exists between your employer and Escripts.

2.6.4 you have undertaken and completed any training related to the operational use of the tool.

2.6.5 you have the relevant knowledge, clinical skills and competence to administer the vaccines and / or medication to patients who consent to vaccinations and/or medicines as a result of using the tool.

2.6.6 the tool is provided as a consultation guidance and advice system to help determine the most appropriate vaccinations and medicine for your patient's circumstances.

2.6.7 it is your responsibility to the best of your ability to verify that the details provided by your patient are true and accurate.

2.6.8 it is your responsibility to amend the details provided by your patient where it is apparent that the details provided by your patient are untrue and inaccurate.

2.6.9 amending the details provided by your patient may result in different clinical advice or treatment guidance provided by the tool in previous consultations undertaken by the patient.

2.6.10 you cannot supply and administer treatment unless your patient has explicitly consented to provision of the treatment as recommended by the tool. Under no circumstances can you provide consent on behalf of the patient. In the event that your patient is unwilling and unable to consent to any proposed treatment recommended by the tool, you must terminate the consultation with immediate effect.

2.6.11 you cannot use the PGDs independently of the eTool unless Escripts authorises temporary offline running of the services due to unforeseen circumstances and if you decide not to

subsequently upload onto the tool full details of any consultations run offline it is solely your responsibility to store the records.

3. General

3.1. By accessing any part of the tool, you shall be deemed to have accepted these terms and conditions in full. If you do not accept the terms and conditions in full, you must stop using the tool immediately.

3.2. Escripts shall not be liable if for any reason the tool is unavailable at any time or for any period. Access to the tool may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for any reason beyond Escripts's control.

3.2.1 All intellectual property on the tool, including without limit, the text, graphics, trade marks and copyright works is owned by Escripts. Escripts is the exclusive owner of all rights in the compilation, design and layout of the tool.

3.2.2 All copyright and other intellectual property rights owned by Escripts may not be reproduced by any means and in any format or media whatsoever without the express prior written consent of Escripts.

3.2.3 Other than personally identifiable information, which is covered under our Privacy Policy, any material you submit to the tool shall be considered non-confidential and non-proprietary. Escripts shall have no obligations with respect of such material. Escripts and its designees shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

3.2.4. You will treat and use all patient information entered and stored on the eTool in accordance with GDPR legislation and our [Privacy Policy](#)

3.3 Escripts reserves the right, where necessary, to make changes to the tool and to change these terms and conditions at any time.

3.4 You will be subject to the terms and conditions in force at the time you request provision of services from the tool, unless any change to those Conditions is required to be made by law or governmental authority.

3.5 Escripts will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations to you pursuant to these terms and conditions that is caused by events outside our reasonable control.

3.6 If Escripts fails at any time, to insist upon strict performance of any of your obligations under any of these terms and conditions, or if Escripts fails to exercise any of the rights or remedies to which it is entitled pursuant to the terms and conditions, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

3.7 If any or all of the terms and conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

3.8 You and we agree that your and our only liability in respect of those representations and warranties that are set out in these terms and conditions (whether made innocently or negligently) will be for breach of contract.

3.9 Provision of Information or medicines through the tool and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law and will be subject to the exclusive jurisdiction of the courts of England.

3.10 Escripts will treat your data with all due care and in compliance with the Data Protection Act 1998 and GDPR, as mapped out in our [Privacy Policy](#).