

## Private prescription

Please complete and post/fax/email:

Post: 4 Bessemer Crescent, Rabans Lane, Aylesbury, HP19 8TF

Fax: 01296 632343

Email: orders@pharmacyspace.co.uk

PATIENT DETAILS			
Title (Mr, Mrs, Ms, Dr, etc)		Date of Birth (DD/MM/YYYY)	
First name			
Surname			
Residential address		Delivery address (if Different)	
Address line 1		Address line 1	
Address line 2		Address line 2	
Town/City		Town/City	
Post code		Post code	

Product name	Pack size	Price £	Quantity

I confirm that, as the prescriber:

- I accept clinical, professional and legal responsibility for prescribing outside the licensed indications of any of the prescribed products, wherever applicable
- A face-to-face consultation with the patient has been completed
- When I have considered it appropriate for another practitioner to administer this prescription to my patient, under my direction, the named practitioner has been trained and I consider the said practitioner to be competent
- The named patient is responsible for the cost of the prescription and has consented for it to be delivered to the patient's agent named at the address provided.

**Please note: For any prescription received through fax or email it is a legal requirement that the original prescription (copies are not accepted) must be received by the pharmacy within 72 hours.**

PRESCRIBER DETAILS				
Title (Mr, Mrs, Ms, Dr, etc)				
First name			Surname	
Professional body (Please circle)	GMC	GDC	NMC	Other Please state
Professional registration number				
Address line 1				
Address line 2				
Town/City			Post code	
Signature			Date	

All Prices exclude VAT. Subject to terms and conditions of sale (see reverse)

<p><b>1 Application of Conditions</b>  1.1 These terms and conditions of sale apply to every contract for the sale of goods and/or services made by, or on behalf of, the Seller with the Buyer.  1.2 Acceptance by the Buyer of delivery of goods shall (without prejudice to any other manner in which acceptance of these terms may be evidenced) be deemed to constitute unqualified acceptance of these conditions.  1.3 If subsequent to any contract of sale which is subject to these conditions, a contract of sale is made with the same Buyer without any reference to any conditions of sale or purchase, such a contract, however made, shall be deemed to be subject to these conditions.</p> <p><b>2 Prices</b>  2.1 All advertised prices EXCLUDE VAT and carriage costs. All products will have VAT and carriage costs added to the final invoice total upon submission of your order  2.2 The Seller shall have the right at any time to withdraw any discount from its normal prices and to revise prices to take into account of inflation and/or increases in costs including (without limitation) cost of any goods, materials, carriage, labour or overheads, the increase or imposition of any tax duty and other levy and any variation in exchange rates.</p> <p><b>3 Terms of Payment</b>  3.1 Unless otherwise notified, the Buyer shall pay the Sellers invoice on receipt of invoice.  3.2 The seller may suspend the provision of goods to the buyer where any amounts are overdue under the contract with the buyer until the amount has been paid.  3.3 Any extension of credit allowed to the buyer may be changed or withdrawn at any time  3.4 If in the Seller's opinion the credit worthiness of the Buyer has deteriorated prior to the delivery of the goods the Seller may require full or partial payment of the price prior to delivery, or suspend delivery.  3.5 Where a payment is late as defined in the Late Payment of Commercial Debts (Interests) Act 1998 (LPCD), the interest rates set out in the LPCD as amended from time to time shall be applicable.  3.6 The Seller reserves the right to charge interest (both before and after any judgement) at the rate of 4% per annum above the current base rate of HSBC Bank plc, on all outstanding payments from the date due and up to and including the date on which final settlement is made in full. The buyer shall pay the interest on demand.  3.7 The supplier may charge the buyer a reasonable administration fee in respect to re-presented and dishonoured cheques to cover its consequential direct and indirect costs</p> <p><b>4 Delivery</b>  4.1 Delivery of the goods shall be made by the Seller's approved carrier delivering the goods to the Buyer's premises at any time (during normal weekday office hours), or if some other place for delivery is agreed by the Seller's carrier delivering the goods to that place.  4.2 Any delivery or dispatch dates quoted are approximate only. The Seller shall not be liable for any delay in delivery of the goods and the Buyer shall not be entitled to refuse to accept the goods because of late delivery. Time for delivery shall not be the essence of any contract to which these conditions apply and shall not be made so by the service of any notice.  4.3 If the buyer refuses or fails to take delivery of the goods delivered in accordance with a contract, or fails to take any action necessary on its part for delivery and/or a shipment of the goods, the Seller shall be entitled to terminate the contract with immediate effect, to dispose of the goods as it deems fit, and to recover from the Buyer any loss and additional costs.  4.4 Unless otherwise expressly agreed, the Seller may affect delivery in one or more instalments. Where the goods are delivered in instalments, each instalment shall be treated as a separate contract. Failure by the Seller to deliver one or more of the instalments in accordance with these conditions, or any claim by the Buyer in respect of one or more instalments, shall not entitle the Buyer to treat the contract as a whole as repudiated.</p> <p><b>5 Cancellation</b>  5.1 Orders may only be cancelled by the Buyer on written notice, and on payment to the Seller of cancellation charges, which take into account expenses incurred and commitments already made by the Seller as a consequence of the Buyer having placed its order. Orders for cold chain (refrigerated), goods cannot be cancelled after they have been dispatched</p> <p><b>6 Returns</b>  6.1 No goods are supplied on a sale or return basis.  6.2 Save pharmaceutical goods, if the buyer decides within 7 days of the date which the goods are received, that they do not wish to retain them, the buyer must contact the seller immediately to apply for a return approval. The seller reserves the right to accept or reject the return requests for any reason at its sole discretion.  6.3 Pharmaceutical goods shall not be accepted for return under any circumstances.  6.4 Returns on cold chain (refrigerated) goods are not accepted nor will the seller provide a refund unless they are defective. If the buyer believes the said goods are defective, then the buyer must contact the seller within 7 days upon receipt of goods to apply for a return.  6.5 Returns are only accepted if agreed in writing and accompanied with a returns form issued by the Seller.  6.6 Breakages or errors must be reported by fax with 24 hours of receipt of the order. Incorrect goods (excluding cold chain goods) must be returned unopened in the original packaging within 3 days of receipt of order. Breakages must be kept with the packaging and retained for inspection by the carriers.</p> <p><b>Risk and Title</b>  7.1. Risk of damage or loss of the goods shall pass to you on dispatch and title in the goods shall pass to you upon the seller receiving full payment in respect of them.</p> <p><b>8. Liability</b>  8.1 The Seller warrants that the goods shall be of satisfactory quality and shall correspond with any specification at the time of delivery. All other conditions, warranties and representations expressed or implied by statute, common law or otherwise in relation to the goods are excluded to the fullest extent permitted by law.  8.2 The Seller's only obligation in relation to defective goods shall be at its option to make good any shortage or non-delivery and/or appropriate to replace any goods found to be damaged or defective and/or to refund the cost of such goods to the Buyer.  8.3 The Seller's aggregate liability to the Buyer whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstances exceed the price paid by the Buyer for the goods in respect of any occurrence or series of occurrences.  8.4 The Seller shall not be liable to the Buyer:  8.4.1 for defects in the goods caused by abnormal or unsuitable conditions of storage (including in the manner in which the goods are stacked and moved within the warehouse or other storage facility) or use by, or any act, neglect, or default of the Buyer or any third party; 8.4.2 for defects in the goods or discrepancies in delivery, unless notified to the seller within 24 hours of receipt of the goods by the Buyer, or where the defect would not have been apparent on reasonable inspection, within 12 months of delivery; 8.4.3 for defects in the goods arising from any drawing, design or specification supplied by the Buyer; 8.4.4 if the total price of the goods has not been paid; 8.4.5 unless the Buyer with the Seller's prior authorisation, returns alleged defective goods, freight prepaid to the Seller's point of shipment; or 8.4.6 for an indirect or consequential loss or damage (whether for loss of profit, revenue, goodwill or any economic loss including physical damage or otherwise), costs or expenses suffered by the Buyer, howsoever caused.  8.5 Nothing in these conditions shall exclude or limit the Seller's liability for death or personal injury caused by its negligence.</p> <p><b>9 Force Majeure</b>  Neither party shall be liable for any delay in performance or failure to perform any of its obligations under this agreement insofar as the delay or failure due to any to any event beyond the reasonable control of that party.</p>	<p><b>10 Orders and Specification</b>  10.1 The Buyer shall give the Seller any necessary information relating to the goods within a sufficient time to enable the Seller to perform its obligations under these conditions.  10.2 Unless expressly agreed in writing by the Seller all drawings, designs, specifications and particulars of weights and dimensions submitted by the Seller are approximate only and the Seller shall have no liability in respect of any deviation from them.  10.3 The Buyer shall provide the seller with its VAT registration number(s), country of registration and any information which the Seller requires to enable it to comply with its obligations under any applicable tax regime.  10.4 The Seller may make changes in the specification of the goods which are required to conform with applicable health and safety or other statutory requirements or such changes as the Seller considers, in its reasonable opinion, will not reduce the quality of the goods.  10.5 The Seller's specification of the goods does not deal with, nor does the Seller make any warranties (express or implied), regarding compliance of the goods with national or local law requirements.</p> <p><b>11 Terminations</b>  11.1 The Seller may terminate this or any other subsisting contract with the Buyer immediately by giving notice in writing to the Buyer if: 11.1.1 the Buyer has a receiver or administrative receiver appointed, passes a resolution for winding up (other than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order to that effect, becomes subject to an administration order enters into any voluntary arrangements with its creditors or ceases or threatens to cease to carry on a business or if any national or local law equivalent of any of the following occurs; 11.1.2 the Buyer fails to pay on its due date or within any agreed period of grace, any sum due under this or any other contract; 1.1.3 the Buyer commits any material breach of any terms of this contract (other than under clause 11.1.2) or any other contract with the Seller, which in the case of a breach capable of being remedied, is not within 14 days of a written request to do so; 11.1.4 the Buyer exceeds its credit limit with the Seller; 11.1.5 the Seller reasonably apprehends that any of the above is likely to occur and notifies the Buyer in writing.  11.2 If the contract is terminated under clause 11, and the goods have been delivered but not paid for, the price shall become immediately payable notwithstanding any previous agreement to the contrary.  11.3 Termination of this contract shall not affect any of the Sellers accrued rights or liabilities or affect the coming into force or the continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after termination.</p> <p><b>12 Assignment</b>  12.1 None of the rights and obligations of the Buyer under these conditions may be assigned or transferred in whole or in part without the prior written consent of the Seller.  12.2 The Contracts (Rights of Third Parties) Act 1999 shall not apply to these conditions. A person not party to these conditions shall not have or acquire any rights to enforce any of the terms of this document. This provision shall not affect any right or remedy of any third party which exists or is available otherwise than by reason of the Contracts (Rights of Third Parties) Act 1999.</p> <p><b>13. Health and Safety</b>  The Buyer agrees to pay due regard to any information supplied by the Seller and relating to the use for which the goods are designed or have been tested or concerning conditions necessary that they will be safe and without risk to health at all times and the Buyer undertakes to take such as may be specified by the above information to ensure that as far as reasonably practicable the goods will be safe and without risks to health at all times.</p> <p><b>14 Lien</b>  The Seller shall be entitled to a general lien on all goods and property owned by the Buyer in the Seller's possession (although the Buyer may have paid for the same in full) in satisfaction of the whole or part, as the case may be, of the unpaid price of any goods sold and delivered to the Buyer under any contract. The Seller shall be entitled to offset any sum or sums owing to it from the Buyer, against any sums owed to the Buyer from the Seller.</p> <p><b>15 Headings</b>  The headings of these conditions are for convenience only and do not affect the interpretation or construction of these conditions.</p> <p><b>16 Severability</b>  If any provision of this agreement is held by any competent authority to be invalid, illegal or unenforceable in whole or in part, such invalidity, illegality or unenforceability shall not affect the other provisions of this agreement, which shall remain in full force and effect. The parties shall attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.</p> <p><b>17 Waiver</b>  No failure or delay by either party to exercise any right or remedy under this agreement shall be construed or operate as a waiver of that right or remedy, nor shall any single or partial exercise of any right or remedy preclude the further exercise of that right or remedy. No waiver by either party of any breach of this agreement shall be considered as a waiver of a preceding or subsequent breach. The rights and remedies provided in this agreement are cumulative and are not exclusive of any rights or remedies provided by law.</p> <p><b>18 Representation</b>  The Seller's employees or agents are not authorised to make any representations concerning the goods, unless confirmed by the Seller in writing. In entering into the contract, the Buyer acknowledges that it does, not rely on and waives any claim for breach of any representation which are not so confirmed.</p> <p><b>19 Notices</b>  All notices which are required to be given under these condition, shall be in writing and shall be delivered personally or sent by prepaid first class post (airmail if the address is outside the United Kingdom) or facsimile transmission to the party concerned at its last known address. Notice delivered personally shall be deemed to have been served when delivered, and notice sent by first class post shall be deemed to have been served 48 hours after dispatch (7 days if given by airmail), and notice, sent by facsimile shall be deemed to have been served on the date of dispatch.</p> <p><b>20 Governing law</b>  Any contract to which these conditions apply shall be governed by and construed in accordance with the Laws of England. The parties submit to the exclusive jurisdiction of the English Courts.</p> <p><b>21 Variation</b>  No variation to these conditions shall be binding unless agreed, in writing, between the authorised representative of the Buyer and Seller.</p> <p><b>22 Prescription goods</b>  Prescription goods can be reserved by fax prior to receipt of the prescription. Before prescription goods are dispensed, the original prescription (not a copy), signed by a registered prescriber must be received by the Seller. Goods supplied against a prescription must be for the personal use of the named patient only and are not for re-sale. Prescription goods will be dispatched to the address nominated by the patient. Prescribers and their associates/employees acting as agents for patients in terms of receiving, storing and paying for goods on the patient's behalf must do so with the patient's permission. The cost of the prescription item remains the liability of the named patient, who is the intended end user, and in the event of non payment, the Seller reserves the right to pursue payment from the patient agent and the patient, joint and severally, as Buyers. In the event that the Seller incurs any VAT liability as a result of a patient agent reselling or otherwise abusing the zero rated status of prescription items for named patients, the Seller will be entitled to recover all such VAT from the Buyer(s).</p>
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