



TERMS & CONDITIONS

The National Pharmacy Association Ltd (NPA) has appointed Emergency Care Gateway Ltd (ECG) to deliver the NPA's Patient Group Direction (PGD) vaccination and online training on behalf of the NPA. ECG will also be responsible for booking external venues and handling enrolments on behalf of the NPA. ECG has appointed PharmaDoctor a registered trademark of eScripts Marketing Ltd to provide the PGDs and certificates for its PGD packages.

If you continue to browse and use this website including purchasing a training and/or Patient Group Directions (PGDs), you are agreeing to comply with, and be bound by, the following terms and conditions. If you use this website or expressly agree to these terms and conditions in the course of a business or other organisational project, by so doing you bind both yourself and the person, company or other legal entity that operates that business or organisational project to these terms and conditions.

In these circumstances references to "you" or "your" in these terms and conditions are to both the individual user and the relevant person, company or legal entity (unless the context requires otherwise), and "our" or "we" refers to ECG.

1. General

- 1.1. These terms and conditions are applied on behalf of the NPA, ECG and PharmaDoctor and are applicable to all a qualified pharmacists registered with the General Pharmaceutical Council (GPhC) or Pharmaceutical Society of Northern Ireland (PSNI), and enrolled onto the PGD service(s) (Authorised Users). These terms and conditions are also applicable to Authorised Users' superintendent pharmacists and/or pharmacy owners.
- 1.2. We may revise these terms and conditions from time to time.
- 1.3. All PGD orders are processed Monday to Friday, 9am to 5pm with up to 2 (two) working days processing time required.
- 1.4. PGD's are authorised per pharmacist for use at one company under the supervision of a superintendent
- 1.5. superintendent
- 1.6. PGDs provisioned by PharmaDoctor, and the use thereof, will be subject to the PharmaDoctor's terms and conditions, which can be viewed at <https://pharmadoctor.co.uk/pharmacist/terms> and may be revised from time to time.

2. Use of the Website

- 2.1. Our Privacy Notice <https://ecgtraining.co.uk/wp-content/uploads/2018/07/Privacy-Notice-for-website-V2-2018.pdf> and Cookies Policy <https://ecgtraining.co.uk/cookies>, sets out the terms on which we process any personal data we collect from you, or that you provide to us when using the website and which sets out information about the cookies we use on the website. By using our website, you consent to such processing and you warrant that all data provided by you is accurate.
- 2.2. The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- 2.3. These terms and conditions shall govern your use of our website.

ECG Training Ltd	Name of doc: Terms and Conditions - NPA	Next Review date 1.04.22
Version: 060521	Reviewer: Steve Berry	

- 2.4. By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.
- 2.5. Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
- 2.6. From time to time, this website may also include links to other websites. These links are provided for your convenience only and in order to provide further information. They do not signify that we endorse the website(s). We are not responsible for the content of the linked website(s) and we accept no responsibility or liability for them or for any loss or damage that may arise from your use of them.
- 2.7. We may revise these terms and conditions from time to time. The revised terms and conditions shall apply to the use of our website from the date of publication of the revised terms and conditions on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.
- 2.8. Your use of this website and any dispute arising out of such use of the website is subject to the laws of England and Wales.
- 2.9. All trademarks reproduced on this website, which are not the property of, or licensed to the operator, are acknowledged on the website.
- 2.10. Except as expressly permitted by these terms and conditions, you will not edit or otherwise modify any material on our website, republish material from our website (including republication on another website), sell, rent or sub-license material from our website, show any material from the registered users' section of our website in public, exploit material from our website for a commercial purpose, and redistribute material from our website. Failure to adhere to these terms could be considered a breach in accordance with Clause 8.
- 2.11. You must not use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website, or use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 2.12. You must ensure that all the information you supply to us through our website, or in relation to our website, is accurate and non-misleading.

3. Online Training Accounts

- 3.1. To book a place on an open course, full payment must be received by us before the date of the course. An email will be sent to you within 2 (two) working days, confirming your booking details. Joining instructions will follow 2 (two) weeks before the date of the course, confirming further details. In the event of a short notice booking, joining instructions will be sent at least 24 (twenty-four) hours prior to the start of the course.
- 3.2. Authorised Users must immediately inform us if there is any reason to believe that a user ID or password has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way.

ECG Training Ltd	Name of doc: Terms and Conditions - NPA	Next Review date 1.04.22
Version: 060521	Reviewer: Steve Berry	



- 3.3. Authorised Users are responsible for the security and proper use of their user IDs and passwords which are used in connection with our websites and must take all necessary steps to ensure that they are kept confidential, secure, used properly and not disclosed to any third parties.
- 3.4. You must not use your account or user ID for or in connection with the impersonation of any person.
- 3.5. Authorised Users must not change or attempt to change a user ID. In the case where a user has forgotten or lost a password or user ID they must contact ECG and satisfy such security checks as we may operate.
- 3.6. We reserve the right to suspend user ID and password access to the website if at any time we consider that there is or is likely to be a breach of security.
- 3.7. We reserve the right (at our sole discretion) to require registered users to change any or all of the passwords used by Authorised Users in connection with the website.
- 3.8. Authorised Users must immediately inform us of any changes to the information supplied when registering by emailing npa@ecgtraining.co.uk.

4. Payments

- 4.1. Bookings must be made online using our secure booking system. Payment must be via credit or debit card.
- 4.2. All fees shown on the website are exclusive of VAT, which shall be paid at the rate and manner for the time being prescribed by law and added at checkout.
- 4.3. Those Authorised Users wishing to pay via telephone do so at their own risk and will be required to provide details to ECG staff, to allow payment to be processed. Payments are processed through PayPal. ECG will only use the data for making customer bookings, no card details are stored.
- 4.4. We do not accept provisional bookings.
- 4.5. All fees charged include 12 months subscription to use the chosen PGD(s) plus attendance at one practical vaccination training session (if applicable), plus any associated online learning/training plus assessment.
- 4.6. Fees are charged per pharmacist.
- 4.7. Your registration and attendance details will be held securely by ECG for 3 (three) years, in case of queries, relating to the booking. You can request deletion of your data in accordance with our Privacy Notice [hyperlink: <https://ecgtraining.co.uk/wp-content/uploads/2018/07/Privacy-Notice-for-website-V2-2018.pdf>].
- 4.8. For purchases from within a pharmacy group (Group), ECG will invoice the appointed contact at the Group, at their earliest convenience.
 - 4.8.1. Payment to ECG by Groups must be made within 30 (thirty) days of the date of the invoice.
 - 4.8.2. Failure by Groups to make the payments due for the NPA PGD packages and training within the specified times may result in access to the training and PGDs being suspended.

ECG Training Ltd	Name of doc: Terms and Conditions - NPA	Next Review date 1.04.22
Version: 060521	Reviewer: Steve Berry	



5. Limitations and Exclusions of Liability

- 5.1. Nothing in these terms and conditions will:
 - 5.1.1. Limit or exclude any liability for death or personal injury resulting from negligence.
 - 5.1.2. Limit or exclude any liability for fraud or fraudulent misrepresentation.
 - 5.1.3. Limit any liabilities in any way that is not permitted under applicable law.
 - 5.1.4. Exclude any liabilities that may not be excluded under applicable law, and, if you are a consumer, your statutory rights will not be excluded or limited by these terms and conditions, except to the extent permitted by law.
- 5.2. The limitations and exclusions of liability set out in these terms and conditions govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.
- 5.3. ECG will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.
- 5.4. ECG will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.
- 5.5. ECG will not be liable to you in respect of any loss or corruption of any data, database or software.
- 5.6. ECG will not be liable to you in respect of any special, indirect or consequential loss or damage.

6. Intellectual Property

- 6.1. All IP rights for all PGDs, consent/risk assessment forms and materials supplied under the PGD services belong to PharmadDoctor; no changes and/or amendments are permitted to be made to any content therein.
- 6.2. Any changes and/or amendments made to any content will invalidate the PGDs and associated materials.
- 6.3. All IP rights for all the training materials supplied under the vaccination/PGD services belong to ECG; no changes and/or amendments are permitted to be made to any content therein.
- 6.4. All IP rights for all promotional and marketing materials, as well as any other NPA resources/materials belong to the NPA; no changes and/or amendments are permitted to be made to the content therein unless specifically permitted to do so for the purpose of personalising the marketing material where relevant and indicated as such.
- 6.5. Any attempt to copy, duplicate, modify, create derivative works from or distribute all or any portion of the PGD services will constitute an illegal act.

7. Breaches of these Terms and Conditions

- 7.1. Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have

ECG Training Ltd	Name of doc: Terms and Conditions - NPA	Next Review date 1.04.22
Version: 060521	Reviewer: Steve Berry	



breached these terms and conditions in any way, we may temporarily suspend your access to our website, permanently prohibit you from accessing our website, and block computers using your IP address from accessing our website. We further reserve the right to commence legal action against you, whether for breach of contract or otherwise.

- 7.2. Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

8. Termination

- 8.1. The NPA, ECG and PharmaDoctor reserves the right to terminate the PGD services at any time.
- 8.2. Termination of the PGD services for whatever reason shall not lead to return of fees paid. In the event that an Authorised User had not received any part of the PGD Services, the Authorised User will be entitled to a full refund from ECG, without undue delay. NPA shall be entitled to terminate the PGD services with immediate effect if, in its reasonable opinion, the conduct of the Authorised User/superintendent pharmacist/pharmacy owner is considered by the NPA to be prejudicial to the goodwill, reputation, standing of the NPA.

9. Severability

- 9.1. If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 9.2. If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

10. Contact Us

npa@ecgtraining.co.uk

ECG, The Gatehouse Bradwell Abbey, Alston Drive, Milton Keynes MK13 9AP

Telephone 0845 423 8993

ECG Training Ltd	Name of doc: Terms and Conditions - NPA	Next Review date 1.04.22
Version: 060521	Reviewer: Steve Berry	