Terms & conditions

BY CONTINUING TO USE THIS WEBSITE YOU ARE CONFIRMING THAT YOU ACCEPT OUR TERMS AND CONDITIONS OF USE SET OUT BELOW. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS, YOU MUST LEAVE THIS WEBSITE.

About us

This Dickson Chemist Online website is owned and provided by <u>Dickson Chemist (J</u> & JG DICKSON & SON LTD), a company incorporated in Scotland under company number SC069588. Our VAT Number is 334247470. If you need any information or have a complaint about this website or any of our services please contact us by one of the following methods:

Telephone

- Main Switchboard: 08000276910 option 1
- Online Customer Services Team, 0141 404 6546 option 1
- Head Office Pharmacy Dept 0141 531 4124

Calls from a landline will be charged at the standard rate. Costs from mobiles may vary.

Email -help@Dicksonpharmacy.co.uk

Mail (registered office)

35 Mitchell Arcade, Rutherglen, Glasgow, G73 2LS

Professional Standards

The Dickson Chemist Online service is run by qualified pharmacists and operates from registered pharmacy premises under General Pharmaceutical Council registered premises number 1091065 at:35 Mitchell Arcade, Rutherglen, Glasgow, G73 2LS

Superintendent Pharmacist: James Dickson – GPhC 2050927

All pharmacists are bound by codes of professional ethics and conduct. You can access these professional conduct rules by visiting www.rpharms.com. Contact details for the General Pharmaceutical Council are also available at www.pharmacyregulation.org.

Privacy

Your privacy and that of each other person whose information you provide to us is important to us. We will treat all your Personal Data as confidential (although we reserve the right to disclose this information in the circumstances set out below). We will keep it on a secure server and we will fully comply with all applicable privacy regulations and consumer legislation.

In our <u>privacy poli cy</u> you can also find out how to stop receiving marketing information.

Additional terms

Additional terms, which form part of these terms and conditions, apply to the access and use of certain Dickson Chemist services.

It is important that you understand and are comfortable with these terms before using the service and we encourage you to take time to read them. Registration

Visitors to this website may be required to register in order to use its facilities. We are not under any obligation to accept a request for registration and reserve the right to suspend or terminate access at any time if your continued use is believed to prejudice us or other users. By registering to use this website you confirm that the information you provide during the registration process is accurate and complete. You agree to update your registration details promptly if they change. All registration information you provide will be kept secure and processed in accordance with our privacy policy.

You warrant that:

- The Personal Data which you are required to provide when you register as a customer is true, accurate, current and complete in all respects; and
- You will notify us immediately of any changes to the Personal Data by updating these details on your online account.

You agree not to impersonate any other person or entity or to use a false name or a name that you are not authorised to use.

Username and passwords

During the registration process you may be allocated, or invited to choose, your own username and password which will be unique to you. You are responsible for keeping your username and password confidential and for ensuring that they are not used by any other person.

Ownership of materials and licence terms

This website, the materials and software on it, or provided to you through it are protected by copyright, trade mark and other intellectual property rights and laws throughout the world and are owned by, or are licensed to, Dickson Chemist and/or third parties. You are permitted to display the materials on this website on a computer screen and, save for restricted access documents, to download and print a hard copy for your personal use or for obtaining products or services from us, provided you do not alter or remove any of the content or any part of the website without our express permission to do so and that you do not change or delete any copyright, trade mark or other proprietary notices.

You agree not to:

 Copy, reproduce, store (in any medium or format), distribute, transmit, modify, create derivative works from all or any part of this website or the materials or software on it, or provided to you through it without our prior written consent (which may be given or withheld in our absolute discretion)

Use this website or any of the materials or software on it, or provided to you through it, for:

- Any unlawful purpose or in contravention of applicable law
- Commercial exploitation without our prior written consent
- Any purpose or in any manner that may give a false or misleading impression of us, our staff or our services

Use, upload or transmit:

- Any material that is defamatory, offensive, obscene or otherwise unlawful, or which may cause offence or distress or which may affect or infringe the rights of any other person
- Any device, software, file or mechanism which may interfere with the proper operation of this website or our systems
- Establish a link to this website from any other website, intranet or extranet site without our prior written consent
- Decompile, disassemble or reverse engineer (or attempt to do any of them) any of the software or other materials provided on or through this website
- Do anything that may interfere with or disrupt this website or our service
- Encourage or permit others to do any of the above

In the event that you do not comply with the above restrictions, any person affected by your actions may bring a claim against you and/or Dickson Chemist. We will pursue a claim against you for any losses and costs (including legal costs) we may suffer as a result of your actions.

Suitability of materials

We do not give any assurance that the materials provided or available to you on or through this website are suitable for your requirements or that they will be secure, error or virus free and we will have no liability in respect of those materials.

Website availability

This website is provided free of charge and we make no guarantee that it will be uninterrupted or error free. We reserve the right to modify, suspend or withdraw the whole or any part of the website or any of its content at any time without notice and without incurring any liability.

Links from this website

To provide increased value to our Users, we may provide links to other websites or resources for you to access at your sole discretion. You acknowledge and agree that, as you have chosen to enter the linked website we are not responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable, directly or indirectly, for (i) the privacy practices of such websites, (ii) the content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources or (iii) the use to which others make of these websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such advertising, content, products, goods or other materials or services available on such external websites or resources.

Monitoring

We may monitor activity and content on this website and may take any action we consider appropriate if we suspect you may be in breach of these Terms and Conditions including suspending, attaching conditions to or terminating your access and/or notifying the authorities or relevant regulators of your activities.

Security

We employ security technology as detailed in our <u>privacy policy</u>, however, Internet transmissions are never completely private or secure and there is a risk, therefore, that any message or information you send to us from this website may be intercepted and potentially read by others. We will have no liability in respect of any transmissions you send to us and you do so entirely at your own risk.

Accuracy of medical information

We take care to ensure that all information available on our website about our business, services and any products mentioned is accurate. However, these are continually developing and, occasionally, the information may be out of date. Medical, commercial and legal practice change frequently and the content on this website, in any newsletters and in other items offering guidance have been prepared for general interest only and are not a substitute for specific medical, legal or other professional advice and should not be read or used as such. For accurate up-to-date information you should contact us and/or your GP directly.

Disclaimer

Dickson Chemist does not warrant or represent that the material on this website is accurate, complete or current or that the website will be free of defects or viruses. Nothing contained in the pages of this website should be construed as medical, commercial, legal or other professional advice. Detailed professional advice should be obtained before taking or refraining from any action based on any of the information or material contained in this website or any communications provided to you as a result of your registration.

Use of this website outside Scotland

Dickson Chemist makes no claims or representations that any or all of the content of this website may be lawfully viewed or downloaded outside Scotland and, unless otherwise specifically stated, the content and this website is directed solely at users who access this website from Scotland.

If you choose to access the website from outside Scotland, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

Liability for our mistakes

We will not be liable for any loss or damage (in contract, negligence or otherwise) where:

- (a) there is no breach of a legal duty of care owed to you by us;
- (b) the loss or damage is not a reasonably foreseeable result of any such breach; or
- (c) any loss or damage or increase in loss or damage results from a breach by you of these terms and conditions.

Nothing in these terms and conditions excludes or limits our liability for fraudulent misrepresentation or for death or personal injury caused by our negligence. Nothing in these terms and conditions shall affect your statutory rights.

Third party rights

Nothing in these Terms and Conditions is intended to nor shall it confer a benefit on any third party under the Contracts (Rights of Third Parties) Act 1999 and a person who is not a party to these Terms and Conditions has no rights to enforce them.

Waiver

No delay or decision not to enforce rights under these Terms and Conditions will constitute a waiver of the right to do so and will not affect rights in relation to any subsequent breach.

Governing law

These Terms and Conditions are subject to the laws of Scotland and each of us hereby submits to the non-exclusive jurisdiction of the Scottish courts.

We reserve the right to change these terms and conditions at any time. The new version will be posted on this website and will take effect immediately upon posting. If you use the website after the new terms and conditions have come into effect, you will be indicating your agreement to be bound by the new terms and conditions.

Online Pharmacy (prescription ordering)

The following terms apply to your use of the Dickson Chemist prescription ordering service. These are additional to and supplement our general website terms and conditions which also apply.

If you have any questions concerning this service, please <u>contact us</u>.

Register

Registration for the Echo by Dickson Chemist service for NHS prescriptions will take place on the Dickson Chemist website .

Prescriptions for persons other than yourself

If the prescription is for a person other than yourself, you will need to have the authority of the person whose prescription it is to have it dispensed by us. By placing an order to dispense another person's prescription you confirm that you have their authority to do so.

Age restrictions

We only accept Prescription Orders from customers who are 18 years old or over although they may order prescriptions for persons who are under 18. By placing an order, you confirm that you are at least 18.

Residency

We only accept Prescription Orders from and dispatch prescriptions to addresses in the United Kingdom. Whilst we are happy to dispense prescriptions to customers in Scotland and Wales, the charges will be the same that apply to customers in England.

Call charges

Calls to our Prescription Order line are charged at local rates from a BT landline. Your mobile operator's normal charges will apply to calls from mobiles.

Binding agreement

No Prescription Order placed by you will be binding on us until we have confirmed the order to you by email or in writing. We reserve the right to reject any order.

Cancellation rights

If you wish to cancel an order for a NHS prescription you should contact <u>Dickson</u> Chemist.

Verification of prescription

When we receive a prescription from you we will verify it against the information provided to us at the time the order was placed. In the event that the information does not match with your original order, we may try to contact you using the information in your registration. If we cannot contact you and we are unable to dispense the item(s) on your Prescription Order we reserve the right to return your prescription to you.

Prescriptions charges

For NHS prescriptions you will be required to confirm eligibility for free prescriptions or to confirm you have a pre-paid prescription certificate. It is your responsibility to give accurate information and to not make a false declaration. For more details see _ <u>Dickson Chemist.</u> For private prescriptions, the minimum charge will be £10.00 per item irrespective of the quantity of the particular item.

Veterinary prescriptions

Private prescriptions for animals can be dispensed at <u>your local pharmacy</u>. Please bear in mind that veterinary prescriptions are not exempt from VAT.

Postage and packaging costs

NHS prescriptions are delivered by Echo by Dickson Chemist for free. For more information about delivery see the <u>Dickson Chemist website</u>. There is no charge for delivery.

Normal delivery charges will apply for non-prescription items in the same basket. In providing payment card details, you confirm that you are authorised to use the card and authorise us to take payment in full for the applicable prescription charges, postage and packing charges and any other charges that become due to us under these terms. Refunds, if applicable, will only be made to using the payment gateway and/or card originally used for payment.

Non-receipt of prescription

If you place a prescription order and we do not receive the relevant prescription, we will not have any liability to you and it will be your responsibility to contact us within 30 days regarding your prescription order.

Non-availability/suitability of products

If any of the items on your prescription are not available, or are not suitable for dispensing through this service, we will try to contact using the information in your registration and refer you to a local Dickson Chemist.

Delivery of fulfilled prescriptions

For NHS prescription delivery information refer to <u>Dickson Chemist Free Delivery</u>.

Notification of errors

You should check the items dispensed to you carefully and promptly upon receipt. If you believe there may have been a dispensing error, you should contact us immediately and should not take or use any of the items.

Warning

You must check all items dispensed to you and should not take any medication that appears to have been tampered with or which may have been dispensed in error. Failure to abide by this warning could seriously damage your health.

Merchandising - purchase of goods

The following terms apply to the purchase of goods and services from Dickson Chemist.co.uk. These are additional to and supplement our general website terms and conditions which also apply. These terms and conditions may be amended at any time and the terms and conditions that apply for each order will be those on the website at the time you place your order.

If you have any questions concerning the service, please <u>contact us.</u> These terms and conditions contain important information about your rights and are legally binding. You should print and keep a copy of them for your records.

Registration

In order to use this service you will need to register on this website.

Age restrictions

We only accept orders from persons aged 18 or over. By placing an order, you are confirming that you are in this age range.

Residency

We only accept orders from and dispatch orders to addresses in the United Kingdom, the Channel Islands and the Isle of Man.

Placing an order

It is your responsibility to check that your order is accurate before submitting it to us.

Pricing

All prices on this website are in pounds sterling and include VAT <u>unless expressly</u> <u>stated otherwise</u>. We take care to ensure that all pricing information on our website is accurate but occasionally there may be an error. We verify pricing at our dispatch centre. If the correct price is lower than that on the website at the time you place your order, we will charge you the lower price. If the correct price is higher than that on the website, we will try to contact you for instructions using the information provided on your order and give you the choice of cancelling your order or paying the correct price.

Accuracy of product information

We try to ensure that all information and colours are correct at the time of their publication. However, the representation of colours on your browser may differ from the actual colours of products supplied. Any typographical, clerical or other error is subject to correction without any liability on our part. Any advice or recommendation given on this website or otherwise given to you by us, or any of our employees or agents, is followed or acted upon entirely at your own risk and we are not liable for such advice or recommendation.

Concluding a binding contract

When we receive an order from you to purchase items from us, we will confirm that we have received the order by email to the address provided by you in your order. Your order is an offer to purchase an item and will not be binding on us until you have received an email to confirm that we have dispatched that item to you or you receive the item.

Our professional codes of conduct and legal restrictions may limit the number of any item we are permitted to supply to you and, as such, we have no obligation to supply quantities exceeding the relevant permitted maximum and will charge only for those we do supply. We reserve the right to reject any order.

Promotional codes

Promotional codes cannot be used in conjunction with any other voucher or discount code. Promotional codes cannot be used on discounted items. Promotional codes cannot be used on purchases of any codeine based products, infant formula milk, nappies, Alli, Deals of the Week, Deals of the Month, Fragrances of the Week, Fragrance of the Month, Gift of the Month, Buy More Save More products and products featured within BOGSHP, BOGOF, 3 for 2 promotions, or any offer or product which we deem inappropriate for discount.

For 3 for 2, BOGOF (Buy One Get One Free) and BOGSHP (Buy One Get Second Half Price) offers the cheapest item is free or half price depending on the promotion. Promotional codes cannot be used in conjunction with delivery promotions, i.e. free standard delivery on orders of £25 or over. By choosing to add a discount code on such an order, this then voids the free delivery discount and applies the discount code instead.

It is the customer's responsibility to decide which discount is most beneficial before applying any discount code. No cash alternatives are available. If you are using a threshold promotional code that takes off a percentage or amount from your order, you will be charged full price if the total goes below this threshold in the case of a cancelled item or order.

Please note: some promotional codes may only be valid for one redemption per customer.

Postage and packing costs

Postage and packing costs will be added to the cost of your order and will depend on the total cost of the items you order and, where delivery options are provided, the option you choose.

The postage and packaging charge you will pay will be displayed on screen before you confirm your order to us. Where multiple items are included in one order, we may dispatch the items separately, in which case, you will only be charged one postage and packing charge. If your order total drops below the £25 delivery threshold due to cancelled orders, you will be charged the standard delivery rate.

Next Day Delivery

Available on certain lines where highlighted. Charge £5.99.

NHS Prescriptions

No postage and packaging charge. See Dickson Chemist for more details.

Orders up to £25

• Standard delivery postage and packaging. Charge is £2.95.

Orders over £25

No postage and packaging charge, unless a discount code is applied.

Purchasing in bulk/high unit volume

Please note that when purchasing high unit volumes of single lines (10+ units) that delivery promotions are null and void. This is as a result of high volume orders not being able to be dispatched via our normal third party fulfilment. As a result for any

excessive bulk orders of single lines we will be in touch regarding your order to discuss further delivery costs that will be incurred.

Payment and refunds

In providing payment card details, you confirm that you are authorised to use the card and authorise us or our payment service provider to take payment in full for the items in your order, postage and packing charges and any other charges that become due to us under these terms. Refunds, if applicable, will only be made using the payment gateway (e.g. Sagepay, Stripe, PayPal, Square, Carnet) and/or to the card originally used for payment.

Secure Customer Authentication (SCA)

A new industry-wide system now applies whenever you make a purchase from retailers, including Dickson Chemist, both online and in-store. These changes have been put in place for additional security when you're shopping.

Online

When buying items online SCA validation will be more frequent. These checks are random, you will be asked to authenticate your payment by entering a unique passcode that can only be used once. If you have been selected for a random check, your card issuer will send this passcode to your phone, you will need to input this at the time of purchase.

You will need to ensure that your card issuer has your current and correct phone number, so that they can send a passcode to you if required. You'll also need to have your phone with you when placing an order online.

In-store

When making contactless payments in your local Dickson Chemist. You may be asked to insert your card and key in your PIN rather than use contactless. If you are using chip and PIN, this type of payments will remain the same.

SCA checks are random, neither you or our in-store colleagues will know that validation is required. When shopping with us please make sure that you know your

PIN code or have an alternative payment method available so you can continue with your transaction.

Non-availability/substitutes

We reserve the right to change the specification of items which are required to conform to any applicable standards or European Union requirements. We try to have sufficient stocks of goods to meet demand but, occasionally, items may be out of stock or unavailable from our suppliers. All items sold through this website are subject to availability. If any of the items on your order are not available we may send a substitute of similar specification.

Delivery of orders

Standard Delivery

We aim to dispatch orders within 3-5 working days to the address provided by you in your order. Delivery timescales are estimates only. If you do not receive your order within 14 days of us confirming your order you must notify us and we will investigate the non-delivery provided you co-operate with the investigation.

Next Day Delivery

Next Day Delivery will cost £5.99 and will only be offered if all items in your basket are available for Next Day Delivery. Delivered next working day if ordered before 6pm Monday - 6pm Thursday. Delivered on Saturday if ordered after 6pm Thursday - 6pm Friday. Delivered Tuesday if ordered after 6pm Friday - Sunday. Please note: Next Day Delivery is only available to mainland UK. Please note: orders will not be posted or delivered on Bank Holidays.

Fridge lines and controlled drugs delivery

Private prescriptions:

Unfortunately we are no longer able to deliver private prescription items including cold-chain or controlled medicines, except by special arrangement of courier service at customer own cost.

NHS repeat prescriptions:

Dickson Chemist can deliver medication that needs to be stored in the fridge or controlled drugs.

Notification of errors

You should check the contents of each delivery promptly upon receipt. If you believe that items have been sent to you in error, you should contact us immediately.

Cancellation rights and damaged/faulty items

You have a statutory 'cooling-off' right which entitles you to cancel your order within 28 working days of receipt of the goods in your order (certain exceptions apply). You also have rights in respect of items that are damaged on receipt or faulty. Details of these rights and how to exercise these rights are set out in the email we send to you to confirm your order and in our Returns Policy below.

Returns policy

We hope you will be happy with any items you've ordered from us, but if you're not entirely satisfied.

The Consumer Contracts (Information, Cancellation and Additional Charges)
Regulations give you 28 calendar days from the date you received or collected your
complete order to notify us of items you are not completely happy with. We must
receive any item you return to us within 28 calendar days of your notification to us of
your intention to return the item(s). Orders cancelled under these Regulations are
entitled to a refund of any standard postage paid for the delivery of your order, but
you are responsible for any postage incurred in returning the items you wish to cancel
to us. Unfortunately, we do not refund postage on return of part orders.

Items must be returned in the condition you received them, which includes keeping any hygiene seals in place. You will lose your right to return an item if you unseal a product that needs to be sealed for health or hygiene reasons.

[The Consumer Contracts (Information, Cancellation and Additional Charges)
Regulations give us the right to reduce the amount of refund that you receive, in the event that non faulty items being returned are damaged or used in any way. The amount which we might reduce your refund by will be dependent on the decrease in

value of your use of the item. You should note that should your use mean that your items cannot be resold, this reduction may be 100%.]

How to return items

If your unwanted items weigh less than 5kg you can return them either by post or to your local Dickson Chemist store within 28 days of notifying us that you wish to return your items. Please ensure that you take your items and delivery note into the store. PayPal orders cannot be returned to store.

Returns by post

To return items by post please repackage them carefully and return them to:

Dickson Chemist HQ 35 Mitchell Arcade, Rutherglen, Glasgow, G73 2LS.

Please make sure a copy of the original invoice is sent back with "RETURN" written clearly.

Returns to store

To return items to your local Dickson Chemist store you will need to take your dispatch note, along with the card you used to make payment, to the store so we can process your return. You must return your item(s) within 28 days of receipt of your total order.

Items over 5kg and larger items

If you wish to return an item that is over 5kg, please contact our Customer Services team. Either email support@dicksonpharmacy.co.uk, or call 0141 404 6545 option 1. 9-5 Monday to Friday.

Damaged and faulty items

The Consumer Rights Act 2015 allows you to claim a refund on faulty goods within 30 days of receipt. In some cases we may offer to replace or repair the item free of charge: if the first repaired or replacement item we supply also turns out to be faulty then you can claim a refund at this point, which includes the price you paid for it plus any postal charges. This does not apply to items that have failed due to wear and tear. You may have additional manufacturer's warranties with some products, such as electrical items, giving you additional rights and you should check these carefully.

If you believe any of the items you have ordered to be damaged or faulty, please contact our Customer Services team indicated above

Refunds

Your refund will be processed once we receive your returned items. Refunds are credited to the original card you paid with and will take 5-7 working days to be credited to your account, depending on your card provider.

We will refund any standard postage paid on orders returned in full. Unfortunately, we do not refund postage on return of part orders.

PayPal refunds

If you have paid for your order by PayPal, you can only return your order by post.

Refund exclusions

Unfortunately, you cannot return medicines, including prescription medicines, or anything that has a hygiene seal that has been broken. Also no returns can be processed for intimte personal use items. You have the right to reasonably inspect your items as you would in a shop, but you cannot return items that you have used, unless you are returning them because they are damaged or faulty.

Liability

Our maximum liability for our failure to fulfil an order that we are legally bound to fulfil will be limited to the price paid by you for that order.

Health and safety warning

Electrical products

Electrical products sold on this website are designed for use in the UK. If supplied with a power adaptor it will be fitted with a UK plug. They may not be suitable for use in other countries and you should check with the manufacturer before doing so. You should read the instructions that come with the packaging before using the product and observe any specific warnings given by the manufacturer.

Medical products

Not all products are suitable for all medical ailments and, occasionally, their use may interfere with any treatment you are receiving or aggravate a condition. You should check with your GP before using any medical product.

Fitness products

Physical fitness products may not be suitable for use by some individuals. You should check with your GP before embarking on any fitness programme.

Failure to do so may seriously damage your health.

NOTHING IN THESE TERMS AND CONDITIONS SHALL AFFECT YOUR STATUTORY RIGHTS.