

Data subscription service order form and licence agreement

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Introduction

The General Pharmaceutical Council (GPhC) is the regulator for pharmacists, pharmacy technicians and registered pharmacy premises in Great Britain.

It is our job to protect, promote and maintain the health, safety and wellbeing of patients and the public who use pharmacy services in England, Scotland and Wales.

As a key part of our regulatory role, we hold registers of all pharmacists, pharmacy technicians and registered pharmacy premises in England, Scotland and Wales.

Information from the GPhC registers is accessible through our website www.pharmacyregulation.org. This can be searched by the public and interested parties, such as employers, to verify a professional's status as a registered professional or to confirm if a pharmacy premises is registered.

The GPhC data subscription service allows subscribers to access publicly available register data in a re-usable format; XML or CSV. Depending on the subscription taken, it allows subscribers to:

- download data for pharmacists, pharmacy technicians and/or registered pharmacy premises;
- download lists of changes to the register; and
- check if a registrant has a current registration with our registration validation service.

The register extracts are updated on a daily basis. Changes are compiled on a weekly basis.

The data subscription service is a RESTful web service, which means all requests are simple HTTP 'GET' requests that can be submitted manually, for example via a web browser, or used directly from an automated script or program.

Contact information

If you have any questions about the GPhC data subscription service, please contact us at datasubscription@pharmacyregulation.org.

Data export files data descriptions

Data descriptions are provided below for each of the data export files available to subscribers.

- [Pharmacist register set](#)
- [Pharmacist change list](#)
- [Pharmacy technician register set](#)
- [Pharmacy technician change list](#)
- [Pharmacy premises register set](#)
- [Pharmacy premises change list](#)

Pharmacist register set

Column name	Data type	Description
GPhC Registration Number	7 digit number	This number uniquely identifies each registered pharmacist. All pharmacist registration numbers begin with a '2'.
Surname	variable length text	The pharmacist's surname, last name or family name.
Forenames	variable length text	The pharmacist's given first and middle names.
Town	variable length text	Postal town.
Independent Prescriber	boolean (Yes/No)	Additional qualifications or responsibilities. An independent prescriber can prescribe any medicine (excluding Controlled Drugs) for any condition.
Supplementary Prescriber	boolean (Yes/No)	Additional qualifications or responsibilities. A supplementary prescriber can monitor patients & prescribe further supplies of medication.
Superintendent Pharmacist	variable length text	Takes responsibility for the way in which a company carries out its professional pharmaceutical activities.
Status Description	variable length text	Registered or suspended from the register. Suspended pharmacists must not practise.
Expiry Date	date (dd/mm/yyyy)	This is the date when the pharmacist's registration expires. Registration is renewed on an annual basis.

Column name	Data type	Description
Fitness To Practise information	boolean (Yes/No)	If there is fitness to practise information on this pharmacist, this field will be marked 'yes'. Further information on fitness to practise can be found using the online register search.

Pharmacist change list

Column name	Data type	Description
GPhC Registration Number	7 digit number	This number uniquely identifies each registered pharmacist. All pharmacist registration numbers begin with a '2'.
Surname	variable length text	The pharmacist's surname, last name or family name.
Forenames	variable length text	The pharmacist's given first and middle names.
New Registration Status	variable length text	Pharmacists that have either joined or been removed from the register. Please see page 6 for the list of new registration statuses.

Pharmacy technician register set

Column name	Data type	Description
GPhC Registration Number	7 digit number	This number uniquely identifies each registered pharmacy technician. All pharmacy technician registration numbers begin with a '5'.
Surname	variable length text	The pharmacy technician's surname, last name or family name.
Forenames	Variable length text	The pharmacy technician's given first and middle names.
Town	variable length text	Postal town.
Status	Variable length text	Registered or suspended from register. Suspended pharmacy technicians must not practise.
Expiry Date	date (dd/mm/yyyy)	This is the date when the pharmacy technician's registration expires. Registration is renewed on an annual basis.
Fitness To Practise Information	boolean (Yes/No)	If there is fitness to practise information on this pharmacy technician, this field will be marked 'yes'. Further information on fitness to practise can be found using the online register search.

Pharmacy technician change list

Column name	Data type	Description
GPhC Registration Number	7 digit number	This number uniquely identifies each registered pharmacist. All pharmacist registration numbers begin with a '2'.
Surname	variable length text	The pharmacist's surname, last name or family name.
Forenames	variable length text	The pharmacist's given first and middle names.
New Registration Status	variable length text	Pharmacists that have either joined or been removed from the register. Please see page 6 for the list of new registration statuses.

Pharmacy premises register set

Column name	Data type	Description
GPhC Registration Number	7 digit number	This number uniquely identifies each registered pharmacy. All premises numbers begin with a 1 or 9.
Owner Name	variable length text	Registered owner of the pharmacy premises.
Trading Name	variable length text	Trading name of the pharmacy premises.
AddressLine1	variable length text	First line of the pharmacy premises address.
AddressLine2	variable length text	Second line of the pharmacy premises address.
AddressLine3	variable length text	Third line of the pharmacy premises address.
Town	variable length text	Name of town.
County	variable length text	Name of county.
Postcode	variable length text	Full postcode of the pharmacy premises.
Country	variable length text	Name of country.
Registered Internet Pharmacy	variable length text	If the pharmacy has registered to use the <u>GPhC internet pharmacy logo</u> .
Has Notices Or Conditions	boolean (Yes/No)	A 'yes' in this column indicates that we have identified problems with the pharmacy, which they are working to put right.
Expiry Date	date (dd/mm/yyyy)	This is the date when the pharmacy premises registration expires. Registration is renewed on an annual basis.

Pharmacy premises change list

Column name	Data type	Description
GPhC Registration Number	7 digit number	This number uniquely identifies each registered pharmacy. All premises numbers begin with a 1 or 9.
Trading Name	variable length text	Trading name of the pharmacy premises.
New Registration Status	variable length text	Pharmacy premises that have either joined or been removed from the register. Please see below for the list of new registration statuses.

Change list registration statuses

The change lists are lists of pharmacists, pharmacy technicians and pharmacy premises that have either joined or been removed from the register. The list will state the registrant's or premises' new status:

- New registrants will have a status of 'Registered'
- If a registrant is suspended from the register they will have a status of 'Suspended.' Suspended registrants must not practise.
- Former registrants will have a number of different statuses, dependent on the reason why they are no longer registered. These include:
 - 'Voluntarily removed' when a registrant has applied to leave the register;
 - 'Erased' if the registrant has been removed by the Fitness to Practise Committee due to their fitness to practise being impaired;
 - 'Removed – failed to renew' if the registrant has not renewed their registration (this needs to be done annually);
 - 'Removed – reval non-compliance' if the registrant did not complete the required revalidation process by the renewal deadline;
 - 'Deleted' if the registrant is deceased; and
 - 'Approved' in cases where a pharmacy premises has not started trading on the date notified to the GPhC, the status will be changed from 'Registered' back to 'Approved.' Once they begin trading, the status will be returned to 'Registered.'

Data subscription order form

Data user information	Invoice to (if different)
Company name:	Company name:
Data user's name:	F.A.O:
Address:	Address:
Telephone:	Telephone:
Email:	Email:
	Purchase order number:

Subscription required:

All registers (£600)

Pharmacy premises register only (£400)

Payment method:

BACS

Bank Transfer

Payment

Annual subscription to the full GPhC data subscription service is **£600.00**.

Annual subscription to the data on registered pharmacy premises only is **£400.00**.

Payment is by invoice only.

If you would like us to include a purchase order number on the invoice please ensure you enter the details in the box provided above. All acceptable methods of payment will be detailed on the invoice.

Licence agreement

Please read and sign the Licence Agreement. A signed copy of the Licence Agreement must be returned with this order form.

Return address

Please send an electronic copy of the completed order form and licence agreement to:
datasubscription@pharmacyregulation.org.

If you prefer to send a paper copy, please address it to:

Data Subscription Service

Governance Team

The General Pharmaceutical Council

25 Canada Square

London

E14 5LQ

For orders that we accept, the GPhC will raise an invoice and send it electronically to the applicant within 10 working days. Where an order is refused we will contact the applicant and explain our reasons for refusal.

Before granting access to the service, the GPhC must be in receipt of:

- full payment and
- the completed and signed order form and licence agreement.

Data subscription licence agreement

Company name:
Data user's name:
Address:
Telephone:
Email:
Information Commissioner's Office (ICO) data protection fee registration number ¹ (required for the full subscription service):
Proposed use: <i>Please specify your proposed use(s) of the GPhC register data and note the restrictions on use in clauses 12-18 of the Terms below.</i>
Network IP address ² :

¹ See <https://ico.org.uk/for-organisations/data-protection-fee/>

² Part of the user verification process to access the service is to validate a user's IP address. Please note that your internet connection may use a dynamically-assigned IP address (assigned by your Internet Service Provider, or ISP). If your address is dynamically assigned, please complete this field with the IP address of your gateway server.

Terms of Use

1. The following terms and conditions (“Terms”) apply to your use of:
 - a. the lists of GPhC registrants and/or registered pharmacy premises; and
 - b. the weekly list of additions to and removals from the registerwhich together comprise “the Product”. The Terms also apply to use of the registration validation service, which forms part of the Product for subscriptions that include the registers of pharmacists and pharmacy technicians.
2. If you do not agree to be bound by the Terms, you may not access or use the Product.
3. References to the GPhC in these Terms shall mean the General Pharmaceutical Council whose address is 25 Canada Square, London E14 5LQ.

Payment

4. You shall pay the relevant fee to the GPhC to access the Product for a period of one calendar year from the date the GPhC provides you with access to the Product, and confirms in writing that such access has been provided (“Commencement Date”).
5. You shall pay the fee for the Product to the GPhC as outlined in the Data Subscription Service Order Form.

Access to the Product

6. Subject to clause 7, within 10 working days of receipt of payment in accordance with clauses 4 and 5, and your signed agreement to these Terms, the GPhC will provide you with an authorisation code to allow you to access a website in order to:
 - a. download an electronic copy of the list of GPhC registrants and/or registered pharmacy premises;
 - b. download an electronic copy of the weekly list of additions to and removals from the register;
 - c. access the registration validation service (for subscriptions that include the register of pharmacists and pharmacy technicians); and
 - d. download an electronic copy of the current subscriber manualfor use in accordance with the Terms of this Agreement.
7. In a case where you already have access to the Product under these Terms and are seeking to renew your access for a further calendar year, provided the GPhC has received your payment and signed agreement to the Terms prior to the expiry of the initial term, your access to the Product for the further calendar year will begin on the day after the initial term expires.

Intellectual Property

8. All Intellectual Property Rights (IPR) vested in the GPhC prior to the supply of the Product, including all Intellectual Property Rights in the Product, will continue to remain vested in the GPhC.

9. Ownership of all IPR in changes, enhancements, improvements and/or modifications made to the existing IPR during the Term, whether or not provided to you by way of updates or otherwise shall, upon creation, automatically vest in the GPhC.
10. You expressly acknowledge that, except in relation to the grant of the licence in accordance with clause 11, you shall not acquire any right to use the IPR in the Product.
11. "Intellectual Property Rights" means all patents, inventions, know-how, trade secrets and other confidential information, registered designs, copyrights, database rights and design rights, trademarks, service marks, logos, domain names, business names, trade names, moral rights, and all registrations or applications to register any of the aforesaid items, rights in the nature of any of the aforesaid items in any country or jurisdiction, rights in the nature of unfair competition rights and rights to sue for passing-off.

Licence

12. Subject to your continuing compliance with these Terms, the GPhC grants you a non-transferable, non-assignable, non-exclusive licence to possess, install, store and use the Product for the permitted purpose of validating the registration status of pharmacists, pharmacy technicians or pharmacy premises in the public interest and in particular in the interests of the safe and effective practice of pharmacy .
13. Any use outside the permitted purpose, including, but not limited to, marketing activities, sale, rental or distribution of the Product or any part of it, is prohibited and may result in immediate termination of these Terms by the GPhC under clause 33a.
14. You undertake not to use the data supplied in the Product or any part of the Product in any manner which may harm the interests or reputation of the GPhC.
15. You shall not make, or permit any third party to make, any copies of the Product in whole or in part, other than to produce hard copy print-outs from the Product for your own private research purposes only.
16. You shall not supply or transfer the Product, or any part of the Product, to any third party for any purpose whatsoever without the express prior written consent of the GPhC.
17. You shall not supply or transfer the Product, or any part of the Product, outside the European Economic Area.
18. If your subscription includes the registers of pharmacists and pharmacy technicians, you acknowledge that the Product contains Personal Data as defined in data protection legislation (the Data Protection Act 2018 and General Data Protection Regulation (EU 2016/679)) and you undertake and agree that you will deal with such Personal Data strictly in accordance with these Terms and the data protection legislation. This includes:
 - a. holding and storing such Personal Data secure from unauthorised access or alteration;

- b. not keeping such Personal Data for any longer than is necessary for the stated purposes and destroying Personal Data promptly when it has been superseded.
19. All confidential information given by the GPhC to you, which shall include the Product and all information which is disclosed by the GPhC to you after the Commencement Date which would appear to a reasonable person to be confidential or is marked confidential or is accompanied by a written statement saying that it is confidential or proprietary and which relates to the business, developments, IPR, personnel or suppliers of the GPhC, and all information derived from the above, shall be kept secret and confidential by you throughout the Term and shall not be used or disclosed other than for the purposes of the proper performance of these Terms or with the prior written consent of the GPhC.
20. The obligations of confidentiality in clause 19 shall not extend to any information which you can show:
- a. is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under these Terms;
 - b. was independently disclosed to you by a third party entitled to disclose the same; or
 - c. is required to be disclosed under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction.

Your liability

21. You shall be liable for and shall indemnify the GPhC against any reasonable expense, liability, loss, claim or proceedings directly or indirectly arising as a result of or in connection with any breach by you of the terms of this licence agreement.

Liability of the GPhC

22. To the extent permissible under statute, the GPhC will have no liability to the person or body receiving the Product for any error(s) in the Product or any loss or damage that may be incurred relating to the Product. In particular, you accept that the GPhC uses all reasonable endeavours to keep the data in the Product up to date and accurate but cannot guarantee its accuracy.
23. While the GPhC will use reasonable endeavours to ensure that the Product is normally available 24 hours a day, the GPhC shall not be liable if for any reason the Product is unavailable at any time or for any period. Access to the Product may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond the GPhC's control.
24. Subject always to clause 30, the GPhC will not be liable in contract, tort (including negligence or breach of statutory duty) or otherwise for any losses or damages, whether direct or indirect, arising out of, or in connection with:
- a. the supply, non-supply or delay in supplying the Product (subject to clause 25);

- b. any failure or malfunction of the Product resulting wholly or to any material extent from your negligence, operator error, use other than in accordance with the Terms, or any other misuse or abuse or alteration or repair of the Product;
 - c. the decompilation or modification of the data comprised within the Product and/or the updates or its merger with any other data or maintenance, repair, adjustment, alteration or enhancement of the data by any person other than the GPhC or its authorised agent; or
 - d. the failure by you to implement recommendations previously communicated to you by the GPhC in respect of, or solutions for faults in, the Product.
25. Where the Product is found to be defective, the GPhC shall at its option either:
- a. use reasonable endeavours to repair or replace the Product or that part of the Product which is found to be defective; or
 - b. refund the amount, or part thereof, paid by you under clause 4.
26. The warranty given in clause 25 shall be your sole remedy with respect to defects in or failure or malfunction of the Product and in the event of any claim by you under the warranty you shall notify the GPhC in writing of the alleged defect, failure or malfunction.
27. Except as expressly provided by these Terms and subject always to clause 30 the GPhC expressly excludes all conditions, warranties, terms, representations and undertakings express or implied, statutory or otherwise, in respect of the Product.
28. Subject always to clause 30, the GPhC shall have no liability to you for loss of profits, revenue or goodwill or any type of special, indirect or consequential loss (including loss or damages suffered by you as a result of an action brought by a third party) whether such loss is caused by the GPhC's breach of its contractual obligations or any tortious act or omission, including negligence.
29. Subject always to clause 30, the GPhC's aggregate liability to you under these Terms shall be limited to the sum of £600.00 for full subscriptions and £400.00 for subscriptions to the registered pharmacy premises data only.
30. Nothing in these Terms shall limit or exclude the GPhC's liability to you for fraudulent misrepresentation, or for death or personal injury resulting from the GPhC's own negligence or that of its employees, agents or sub-contractors, or any other liability not capable of exclusion or limitation by reason of statute.

Term

31. These Terms shall commence on the Commencement Date and shall continue until the expiry of one calendar year from the Commencement Date, or until they are terminated in accordance with clause 33.
32. Termination or expiry of these Terms, however caused, shall be without prejudice to any obligations or rights of the GPhC or you which may have accrued before termination or expiry and shall not

affect any provision of these Terms which is expressly or by implication intended to come into effect on, or to continue in effect after, such termination or expiry.

Termination

33. These Terms may be terminated:
 - a. by the GPhC in the event of a material breach by you of these Terms; or
 - b. by either party on 3 months' written notice.
34. Subject to clause 35, on termination or expiry, you shall delete the Product from your computer and destroy any back-up or other copies of the Product or part thereof and confirm in writing to the GPhC that this has been done.
35. Clause 34 does not apply in the event that you notify the GPhC in writing prior to the expiry of the Term that you wish to renew your access to the Product.
36. In the event of termination arising pursuant to clause 33b, the GPhC shall refund to you £33.00 for each whole month with respect to which you cease to have access to the Product as a result of such termination.

General

37. No failure to exercise and no delay in exercising on the part of the GPhC of any right, power or privilege arising under these Terms shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege. The rights and remedies of the GPhC under these Terms do not exclude any other rights or remedies provided by law. These Terms shall be governed by the law of England and Wales and you and the GPhC agree to submit any disputes to the jurisdiction of the English courts.
38. Subject always to clause 30, these Terms set out the entire agreement and understanding between the parties in respect of its subject matter and supersede all former warranties, statements, representations, understanding, undertakings and agreements (in each case whether written or oral) made by or between the parties relating to such subject matter. Subject always to clause 29, the parties have not relied upon, and will have no remedy in respect of, any warranty, statement, representation or understanding made by any party (whether or not that party is a party to these Terms) unless it is expressly set out in these Terms.
39. If any of these Terms is or becomes illegal, invalid or unenforceable in any respect, that shall not affect or impair the legality, validity or enforceability of any other provision of these Terms. If any illegal, invalid or unenforceable provision would be legal, valid or enforceable if some part of it were deleted, such provision shall apply with the minimum modification(s) necessary to make it legal, valid or enforceable.
40. In these Terms (unless the context otherwise requires) references to the singular shall include the plural and vice versa; the words "including", "include", "for example", "in particular" and words of

similar effect shall not limit the general effect of the words which precede them and the headings are for reference only and shall be ignored when construing these Terms.

Please sign below to confirm that you have read and accept these Terms.

Print name:

Position:

Signed:

Date: