

# Pharmacy Technician Training Programme

Non-Apprenticeship Pathway for single sites

## Enrolment Form – Page 1 of 13

The delivery of the Pharmacy Technician Training Programme (PTTP) is a three-way partnership between the learner, the workplace training supervisor (on behalf of your employer) and Buttercups Training.

This enrolment pack is part of the process to enrol you on to the PTTP.

Before completing this pack the employer, the learner and the workplace training supervisor must read the course information to understand the course, how it is delivered and what everyone's roles and responsibilities are within this training programme.

Please sign here to say you have read and understood the course information pack :

Learner Signature:

Date: (dd/mm/yyyy)

Workplace Training Supervisor Signature:

Date: (dd/mm/yyyy)

Employer (owner or pharmacy superintendent) Signature:

Date: (dd/mm/yyyy)

### Part 1 – To be completed by the learner

**Section 1.1 Learner Details**

Title:  Mr  Mrs  Miss  Ms Other please state

First name: (Your full legal first name that will appear on your certificate)

Middle name(s): (Your full legal surname name that will appear on your certificate)

Surname: (Your full legal surname name that will appear on your certificate)

Previous surname: (if applicable)

Sex:  Male  Female

Date of birth: (dd/mm/yyyy)

Email address: (please provide a personal email address)

Personal telephone number:

Home address and postcode:

Do you consider yourself to have a disability?  
 Yes  No  
If yes, please state:

Are the stated disability or health problem(s) diagnosed?  
 Yes  No

Do you consider yourself to have any learning difficulties?  
 Yes  No  
If yes, please state:

Are the stated learning difficulties diagnosed?  
 Yes  No

Do you feel you would benefit from additional learning support in order to complete your training programme?  
 Yes  No

Is English your first language?  Yes  No  
If no, please state your first language:

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**Ethnicity** Please circle ONE only:

**Asian / Asian British:**  Bangladeshi  Chinese  Indian  Pakistani  Other Asian Background

**Black / Black African / Black British:**  African  Caribbean  Other Black Background

**White / White British:**  English  Gypsy or Irish Traveller  Irish  Northern Irish  Scottish  Welsh  
 Other White Background

**Multiple:**  White & Asian  White & Black African  White & Black Caribbean  Other Multiple Ethnic Background

**Arab or Other:**  Arab  Any Other Ethnic Group

### Qualifications Currently Attained

Buttercups may request copies of these certificates following the initial screening of maths, English and science, prior to enrolment. If you are not able to provide a valid copy of your certificate or are not able to consent to us accessing your personal learning record to evidence your attainment, please do not list them in this section.

**Please declare ALL non-pharmacy qualifications you hold:**

Level	Qualification Type, Subjects and Grades	Date Achieved
<b>Level 4 and above</b> Examples of Qualifications • QCF Award / Certificate / Diploma (Levels 4-8) • HNC (Level 4) / HND (Level 5) • Certificates of higher education (Level 4) • Foundation or Bachelor's degrees (Level 5 and 6)		
<b>Level 3</b> Examples of Qualifications • A Levels • AS Levels • QCF Diploma Level 3 / NVQ • QAA Access to HE • GNVQ Advanced		
<b>Level 2</b> Examples of Qualifications • GCSE / O Level (GCSEs grade A*-C / Grade 4 or above) • CSE Grade 1 • QCF Diploma / Certificate Level 2 / NVQ Level 2 • GNVQ Intermediate		
<b>No Qualifications</b> please tick the statement	<input type="checkbox"/> I confirm that I do not hold any qualifications listed above	

**Please declare ALL pharmacy qualifications you currently hold:** Examples of qualifications: Dispensing Assistant (DAC), NVQ Level 2.

Qualification Type, Subjects and Grades	Date Achieved
Please state the full title, type of qualification (including level or grade) and institution with whom you studied:	

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### Section 1.2 Employment Details

Company name:

Trading as: (if applicable)

Workplace address:

Postcode:

Telephone number:

You are required to have a Contract of Employment before completing this course. Please tick what type of contract you hold:

Permanent contract

Fixed-term contract - please state end date:

Length of employment in the pharmacy industry:

Years  Months

How long have you been working for your current employer?

Years  Months

How many hours are you contracted to work per week in total?

(minimum of 14 hours)

Please state your contracted working hours for each day (for example – Monday 9-5):

Mon	Tue	Wed	Thu	Fri	Sat	Sun

Do you have a job description?

Yes  No

### Section 1.3 Entry requirements

- I confirm I do not have a significant financial interest, or have a significant relationship, with a director or owner of the workplace or my workplace training supervisor
  
- I agree that prior to enrolment I will undertake a screening assessment for maths, English and science, in addition to completing an online declaration regarding my health and good character
  
- Depending on the outcome of that assessment I understand there could be three possible outcomes:
  - I meet the entry requirements and I am enrolled
  - I meet the entry requirements but there is additional learning I need to complete to support my progression through the course
  - I do not meet the entry requirements and I will not be enrolled at this time

Signature to confirm you agree/understand the above entry requirements.

Learner signature:

### Section 1.4 Commitment and responsibility statements

#### Statements of authenticity

I understand:

- All work completed must be my own
- My workplace training supervisor or Buttercups can make use of oral / written questions to identify my work as authentic
- I may study with other learners but all assessments should be completed independently

#### Forgeries statement

Forged work can be identified as:

- Falsified signatures
- Falsified evidence where the evidence has not been produced by the person claiming to do so
- Statements made on my performance that are untrue but I have signed for

On receiving any forged work from me, I understand Buttercups Training will investigate and reserves the right to remove me from the programme.

#### Learner Handbook

I understand I can access the learner handbook within the course website. This provides me with information on all the course policies and procedures including grievance procedures, the malpractice policy, fitness to practice policy and the appeals procedures.

Please sign to confirm you agree to the above commitment and responsibility statements.

Learner signature:

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### Learner responsibilities

I agree I will:

- commit to time for successful completion of the course programme within the 24 months' time frame. which may mean working on the course in my own time as well as the time allocated by my employer
- work according to my training plan
- participate in monthly review meetings with my workplace training supervisor
- participate in review calls with Buttercups every twelve weeks
- participate in an appraisal of my performance every six months
- submit all work electronically via the e-portfolio unless directed otherwise
- inform Buttercups Training if I will be off work for a period of time (e.g. for sickness or annual leave), if I cannot attend any arranged appointments or reviews, or if any matters / issues arise that could affect my learning, development or progression
- comply with the policies, regulations and procedures of the programme found in the course materials and /or learner handbook
- report any issue in the workplace to Buttercups if I am unable to resolve it locally
- engage positively with learning and feedback
- seek help from Buttercups if I have concerns around my health, ability or progression on the course

Please sign to confirm you agree to the above learner responsibilities.

Learner signature:

### Other responsibilities or circumstances

Are there any known personal circumstances or planned annual leave you currently know about which may impact your training plans over the next two years? If so, please add details for our records so that we can amend the training plans if required.

### Section 1.5 Declarations by learner

#### General Data Protection Regulation

Under UK and European Data Protection legislation, data from which living individuals can be identified are classed as 'personal data'. The handling of personal data has to comply with legal requirements covering such things as the way in which this information is acquired, how it is processed and the extent to which it is disclosed or transferred to others. Buttercups Training needs to store data about you and your programme progress. It will be used in accordance with the relevant legislation, including the GDPR 2016 and the Data Protection Act 2018. If you have any questions about the use of the data collected by Buttercups Training, please view our privacy notice by visiting <https://buttercupstraining.co.uk/content/general-data-protection-regulation> or contact [GDPR@buttercups.co.uk](mailto:GDPR@buttercups.co.uk).

Please tick to say you have read the privacy policy

#### Declaration of Intention:

In order to register with the General Pharmaceutical Council (GPhC) as a pharmacy technician, applicants must meet a number of requirements:

- Completion of the approved qualifications (s)
- Two years relevant work-based experience working under the supervision, direction or guidance of a pharmacist or pharmacy technician to whom the applicant was directly accountable for a minimum of 14 hours per week

Completing all the requirements above does not guarantee registration with the GPhC. The pharmacy regulator will undertake further checks on character, health and relevant work experience before registration is granted. Since July 2011, it has been an offence for anyone who is not registered with the GPhC to pretend to be a pharmacy technician.

By signing this section, I confirm that I understand that when undertaking this training programme with Buttercups Training as a learner, as I am working with the required level of pharmacist or pharmacy technician supervision / direction / guidance, I can practise as a pre-registration trainee pharmacy technician but my registration with the GPhC will require further checks and is not guaranteed. I am aware I should abide by the Standards for Pharmacy Professionals set out by the GPhC and any concerns with regard to my health, conduct or performance will be reported to Buttercups Training Ltd and / or the GPhC. This could result in my course being terminated or my registration being refused.

Learner Signature:

Date:

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**Part 2 – To be completed by the workplace training supervisor responsible for the learner**

**Section 2.1 Workplace Training Supervisor (WTS) Details**

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Name of WTS:	Job title:
GPhC registration number:	Email Address:

I confirm I **DO NOT** have a significant relationship or financially dependent relationship with the learner or the employer.

**Section 2.2 Requirements of the workplace training site**

It is the employer's responsibility to demonstrate that they can provide an appropriate workplace environment for the prospective learners. Buttercups use a risk-based approach and will check at site level for employers with multiple locations. Please answer the following question about your workplace site.

Please tick to confirm the following:

- In their workplace the learner will be able to have regular patient-facing experience during the programme
- In their workplace the learner will be able to work with, or have interactions with, the wider multidisciplinary healthcare team
- In their workplace the learner will be able to participate in stock management
- In their workplace the learner will be able to discuss with, and advise patients on, their medication
- In their workplace the learner will have access to a computer, tablet or internet connected device that they can utilise in the workplace for their course teaching and assessment

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In their workplace will the learner be able to dispense a range of prescriptions  Yes  No

Is computer access available without inhibiting the normally day to day operations of the organisation, in a location that is quiet and appropriate for studying?  Yes  No

In the workplace do you and the learner have access to video calling on a mobile phone, tablet or computer?  Yes  No

In the workplace is there a suitable location to have review meetings in private with your learner?  Yes  No

Please state the date and rating of your most recent GPhC or CQC inspection report

Date:  Rating:

**Section 2.3 Requirements to support the learner on the programme**

Please answer these questions below to see if you are able to provide the necessary support for the learner during the programme.

When did you last have an appraisal/review with your line manager?

Number of hours per week the WTS works alongside the learner:

Can you facilitate time each month to meet, conduct reviews or complete assessments of your learner? We anticipate this could take around 2 hours but can be split throughout the month.

Yes  No

Have you previously overseen the training of a pre-registration pharmacy technician?

Yes  No

Have you completed any previous training courses to fulfil the role of a pre-registration mentor/tutor/supervisor with Buttercups?

Yes  No

Please detail how many staff there are in the workplace in total

Of these how many are in training:

Of those who are being trained, how many are under your supervision?

When will you provide the protected development time for your learner in their normal working week? Please fill in the table below to indicate the number of hours and when it will be provided. This should add up to 10% of their weekly contracted hours.

	Mon	Tue	Wed	Thu	Fri	Sat	Sun
	<input style="width: 40px; height: 40px;" type="text"/>	<input style="width: 40px; height: 40px;" type="text"/>	<input style="width: 40px; height: 40px;" type="text"/>	<input style="width: 40px; height: 40px;" type="text"/>	<input style="width: 40px; height: 40px;" type="text"/>	<input style="width: 40px; height: 40px;" type="text"/>	<input style="width: 40px; height: 40px;" type="text"/>

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### Section 2.4 Commitment and responsibility statements

Please confirm that you agree to notify us of any FTP concerns that may arise during the training programme.

Signature to confirm you agree/understand the above Commitment and responsibility statements.

WTS signature:

Are there any known personal circumstances or planned annual leave you currently know about which may impact on your ability to act in the role of WTS over the next two years? If so, please add details for our records.

### Section 2.5 Declarations

#### Workplace Training Supervisor Training Course

- I am aware this course provides me with information and training on my role to enable me to support my learner and can be used towards my CPD for revalidation
- I understand I can access the Learner Handbook and WTS Handbook within the course website
- At the end of this course I will complete the assessment to confirm my competency to support my learner
- I understand my learner cannot be enrolled until I have completed this course so I agree to complete it within two weeks of being enrolled

Signature to confirm you agree to the statements above.

WTS signature:

#### Workplace Training Supervisor Responsibilities

##### I agree I will:

- Complete an induction with my learner so they know what is expected of them and when it is expected
- Facilitate placements and opportunities for my learner to allow them to follow their training plan and complete assessments
- Facilitate 10% of the learner's working time each week as protected development time
- Meet with the learner at least once a month to review their progress and document it in their portfolio
- Act as a mentor and/or coach in the workplace, offering constructive feedback and advice throughout their training to aid progression through their educational programme
- Delegate tasks within the learner's area of competency
- Demonstrate leadership in my role
- Provide feedback to Buttercups Training on the learner's performance when requested
- Complete an appraisal every six months of the learner's performance
- Where necessary, report to Buttercups Training if the learner's health (physical or mental) could cause harm to themselves or others
- Raise concerns with Buttercups Training if the learner demonstrates unprofessional behaviours or unsafe practice
- Treat the learner fairly and reasonably, like the rest of the workforce, and not discriminate or act unfairly against them

Signature to confirm you agree to these responsibilities.

WTS signature:

### General Data Protection Regulation

Under UK and European Data Protection legislation, data from which living individuals can be identified are classed as 'personal data'. The handling of personal data has to comply with legal requirements covering such things as the way in which this information is acquired, how it is processed and the extent to which it is disclosed or transferred to others. Buttercups Training needs to store data about you and your programme progress. It will be used in accordance with the relevant legislation, including the GDPR 2016 and the Data Protection Act 2018. If you have any questions about the use of the data collected by Buttercups Training, please view our privacy notice by visiting <https://buttercupstraining.co.uk/content/general-data-protection-regulation> or contact [GDPR@buttercups.co.uk](mailto:GDPR@buttercups.co.uk).

Please tick to say you have read the privacy policy

### Declaration of Supervision

- I can confirm that the learner will work under the supervision, direction or guidance of a pharmacist or pharmacy technician for a minimum of 14 hours per week for two years. During this time we will share information relating to the trainee's health, conduct or performance that is contrary to the Standards for Pharmacy Professionals for pre-registration trainee pharmacy technicians.

### Workplace Training Supervisor Declaration

#### I agree

- The details outlined in this document are correct to the best of my knowledge on the date this information was collected
- I will update you within four weeks if anything changes
- I have read, understood and agree with the contents of this document and the course information pack

Name:

Signature:

Date:

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### Part 3 – To be completed by the owner or superintendent pharmacist

Buttercups will require an agreement for services to be in place before the enrolment process can commence. This will be a separate document which should be returned with this enrolment pack.

In this enrolment pack we will be checking all relevant resources, infrastructure and support are in place to enable the learners to commence the training programme in your organisation.

#### 3.1 Company Details

Company name:

Trading as: (if applicable)

Company address:

Postcode:

Telephone number:

Email address:

Please provide the name(s) and membership number(s) of any member organisations / buying groups that you are a member of:

#### 3.2 Person completing the form contact details

Name:

Role in organisation (please tick):

Owner  Superintendent Pharmacist

Telephone number:

Email address:

GPhC number (if applicable):

#### 3.3 Invoice Details

Please provide details of where invoices for payment should be issued to and a point of contact

Name:

Role:

Contact email:

#### 3.4 How did you hear about us?

Please let us know how you heard about Buttercups Training.

- Existing / returning customer
- Social Media
- Word of mouth
- Advert
- Member / buying group
- Search engine

Other: (please specify)

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### 3.5 Employment of learners


Please tick below to confirm your company has a procedure for:

- raising concerns / whistleblowing
- anti-bullying
- grievance
- safeguarding of their employees including lone working

Please tick to confirm your company has employer liability insurance

Please tick to confirm the learners have employment contracts with the company, are given adequate breaks during their working day and their contracted hours do not exceed 45 per week

Please tick to confirm that your company will notify Buttercups within four weeks if their employment is terminated for any reason. If this is due to redundancy, then you will allow the transfer of the course to another workplace if the learner or Buttercups are able to arrange one

 Please indicate if all learners undergo an induction with the company

Yes  No

### 3.6 Suitability of organisation to supervise and support learners on the programme

It is the employer's responsibility to provide the learner with appropriate support and supervision while training, enabling the trainee to satisfactorily achieve the required skills and attributes to be registered as a pharmacy technician. This will partly be fulfilled by the requirement for you to select a workplace training supervisor, available for the duration of the programme, who is either a pharmacist or pharmacy technician registered with the GPhC.

Please tick below to confirm you agree:

To provide a workplace training supervisor who works within the organisation alongside the learner for a minimum of 14 hours per week and undergoes an annual appraisal in their workplace

To provide the workplace training supervisor with adequate time to enable them to conduct regular meetings, reviews or assessments of the trainees in a suitable, quiet location

To provide the workplace training supervisor with support to undertake the role effectively. This includes providing opportunities for them to complete training courses or other CPD necessary for them to fulfil their role

To provide a replacement workplace training supervisor within four weeks, should the appointed person be unable to fulfil this role. If this is not possible you agree that Buttercups can place the learner on a break in learning until a suitable workplace training supervisor is found

To only enrol a learner in a location where there are adequate levels of qualified staff

To report any concerns regarding the learner or their workplace training supervisor to Buttercups Training in a timely manner

To allow Buttercups Training and any quality assurance organisations involved in the delivery of the course onto the employer premises, to carry out assessments and quality checks when required

To arrange for suitable IT infrastructure to enable the learner and WTS to access the programme materials and assessments online. If there are issues with this to report to Buttercups at the earliest opportunity and find an agreed solution



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### 3.7 Suitability of learners that are nominated for the programme

It is the responsibility of Buttercups to take appropriate steps to ensure that the process of entry onto the course is fair, robust and follows the standards to identify suitable applicants, who meet fitness to practise requirements and have the right attributes to train as a healthcare professional. As part of this process Buttercups will check academic qualifications and the health and character of the learners.

1. As an employer you agree to authorise your workplace training supervisors to complete a declaration of the current health and character of the learner, based on their HR file.

Yes  No If no, we will issue an additional form for you, as the employer, to evidence the current health and character of the learner.

2.  Confirm that you agree to notify us of any fitness to practise concerns that may arise during the training programme

### 3.8 Academic screening

Prior to enrolment we will screen the learners for their maths, English and science ability. Those who are not able to demonstrate they meet this academic entry criteria during our screening process will be required to undertake additional learning at the start of their programme, and show progression towards these outcomes in order to successfully complete the whole programme. Any additional learner will be supported by Buttercups and included as part of the course fees.

However, if you do not wish your learner to proceed onto the main programme with this additional learning if they fail this screening please tick here.

If you opt for this service, we will contact you in each case and identify the most cost-effective training option to help develop your colleague

**Please note:** Those who do have prior qualifications but fail their initial assessment can be enrolled, but will need to pass an additional assessment within three months or they will be withdrawn from the programme .

### 3.9 Training options

We can offer additional modules to be completed alongside this course for an additional fee. Please indicate below if you require your learners to complete these qualifications as part of the PTTP programme (if they have not already completed them).

- Medicine Counter Assistant Course
- Competency checking portfolio and exam for the final accuracy check of dispensing medicines
- Healthy Living Champion qualification
- Leadership for Healthy Living
- Aseptic competency portfolio (in the future)

### 3.10 Buttercups responsibilities

As the training provider, Buttercups Training has responsibilities towards the management, teaching and assessment of the qualification. Our responsibilities cover the following areas:

#### • Management of the course with the employer

It is the responsibility of Buttercups to manage the process of creating formal agreements with the employer. These agreements will set out the separate roles and responsibilities of all parties for course delivery and will reflect the principles set out in the Buttercups course information pack.

#### • Pre-course responsibilities

It is the responsibility of Buttercups to take appropriate steps to ensure that the process of entry onto the course is fair, robust and follows the GPhC's Initial Education and Training Standards to identify suitable applicants who meet fitness to practise requirements and have the right attributes to train as a healthcare professional.

#### • Ongoing responsibilities

Buttercups have the responsibility to teach and assess the qualification with appropriately trained staff, resources and quality assurance measures to meet the outcomes laid down by the GHPC accreditation of the course.

Buttercups will host and manage the systems for teaching and assessing the qualification. In addition, they will monitor progress every twelve weeks when the training plan will be formally reviewed by Buttercups alongside the learner and their workplace training supervisor. Buttercups will also communicate progress to the workplace training supervisor and employer and raise any concerns at the earliest opportunity.

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### 3.11 Employer complaints policy

Buttercups Training takes the investigation and resolution of complaints about our service seriously. We are committed to undertaking a full investigation of any issues in a fair, transparent and objective manner, and will take appropriate action following completion of an investigation into any issues, or the professionalism of any individual. These procedures address complaints made by employers about the provision of services by Buttercups Training. We aim to settle any complaint in a positive and reasonable manner. We believe that addressing problems and dealing with shortfalls in our service is part of a learning process that strengthens our delivery and enhances our position as a professional provider of training. If you are unhappy with the service you have received from Buttercups Training, you are entitled to make a complaint and have it considered. Many issues may be resolved informally during normal discussions with our staff, such as in client meetings, via email communications or phone calls.

If you are unhappy with this, or consider that a more serious complaint needs to be raised, this can be done formally via email or letter.

For an informal complaint please contact our Professional Services Team on our main phone number (0115 9374936), who will forward your call to the relevant personnel.

A formal complaint should be made in writing in the first instance to the relevant manager below, with the aim of resolving issues as quickly and professionally as possible.

- Contract & Finance issues:  
**Nick.Marler@buttercups.co.uk**
- Teaching and assessment issues:  
**Manjit.Nahal@buttercups.co.uk**
- Course material issues:  
**Nick.Marler@buttercups.co.uk**
- Staff issues:  
**Martin.Geeson@buttercups.co.uk**

### 3.12 GDPR statement

#### General Data Protection Regulation

Under UK and European Data Protection legislation, data from which living individuals can be identified are classed as 'personal data'. The handling of personal data has to comply with legal requirements covering such things as the way in which this information is acquired, how it is processed and the extent to which it is disclosed or transferred to others. Buttercups Training needs to store data about your organisation and your learners. It will be used in accordance with the relevant legislation, including the GDPR 2016 and the Data Protection Act 2018. If you have any questions about the use of the data collected by Buttercups Training, please view our privacy notice by visiting <https://buttercupstraining.co.uk/content/general-data-protection-regulation> or contact [GDPR@buttercups.co.uk](mailto:GDPR@buttercups.co.uk).

### 3.13 Declaration by employer

As the employer I agree

- The details outlined in this document are correct to the best of our knowledge on the date this information was collected
- Our organisation will update you within four weeks if anything changes
- We have read, understood and agree with the contents of this document and the course information pack
- Any learners enrolled will work under the supervision, direction or guidance of a pharmacist or pharmacy technician for a minimum of 14 hours per week for two years. During this time on programme we agree to share any information relating to the learner's health, conduct or performance that is contrary to the GPhC standards expected of a registered professional or the requirements for the training programme.
- I have completed the Employer Agreement in section 3.14

The person who completed section 3.2 should sign below.

Signature:

Date:

#### Checklist for submission with pack

- Every question has been answered

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#### 3.14 Employer Agreement

**THIS AGREEMENT** commences on the date the learner is enrolled and continues for the duration that the learner remains on the training programme.

##### BETWEEN:

(1) Buttercups Training Ltd, Company Number 03027611, With Registered Offices at Buttercups House, Castlebridge Office Village, Castle Marina Road, Nottingham, NG7 1TN ("Service Provider")

and

(2) The client listed on page 7 section 3.1 ("Client")

##### WHEREAS:

(1) The Service Provider is engaged in the business of providing services in relation to pharmacy staff training and has reasonable skill, knowledge, qualifications and experience in that field.

(2) The Client wishes to engage the Service Provider to provide the Services detailed in Schedule 1, subject to, and in accordance with, the terms and conditions of this Agreement.

(3) The Service Provider has agreed to accept such engagement and shall provide the Services to the Client, subject to, and in accordance with, the terms and conditions of this Agreement.

(4) Both Parties agree that on the Commencement Date that any previous Agreements shall determine and that this Agreement shall supersede such Agreements.

##### IT IS AGREED as follows:

##### 1. Definitions and Interpretation

**1.1** In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

- **"Business Day"** means any day other than Saturday or Sunday or Bank Holiday or other Statutory Holiday
  - **"Commencement Date"** means the date on which this Agreement comes into force pursuant to Clause 2 below;
  - **"Confidential Information"** means, in relation to either Party, commercially sensitive information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such). Any personal data which must be processed and/or stored for delivery of the Services is dealt with separately under "Data Protection";
  - **"Fees"** means the fees payable by the Client to the Service Provider in accordance with Clause 5 and Schedule 1;
  - **"Intellectual Property Rights"** means any and all patents, rights in inventions, rights in designs, trade marks, trade and business names and all associated goodwill, rights to sue for passing-off or for unfair competition, copyright, moral rights and related rights, rights in databases, topography rights, domain names, rights in information (including know-how and trade secrets) and all other similar or equivalent rights (subsisting now or in the future) in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights for their full term;
  - **"Services"** means the services to be provided by the Service Provider to the Client as set out in Schedule 1;
  - **"Term"** means the term of this Agreement as set out in Clause 2.
- 1.2** Unless the context otherwise requires, each

reference in this Agreement to:

- i "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
  - ii "this Agreement" is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;
  - iii a Schedule is a schedule to this Agreement; and
  - iv a Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule.
- v a "Party" or the "Parties" refer to the parties to this Agreement.

**1.3** The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.

**1.4** Words imparting the singular number shall include the plural and vice versa.

##### 2. Term of Agreement

**2.1** This Agreement will come into force on the Commencement Date as indicated above and shall continue in force until the end of the programme for the learner detailed in Schedule 1, subject to the provisions of Clauses 7 and 11. A further agreement will be issued for any further PTP learners.

##### 3. Service Provider's Obligations

**3.1** The Service Provider shall render the Services to the Client in accordance with the provisions of Clause 6 and Schedule 1. The Service Provider shall perform its obligations under this Agreement in a reasonable and timely manner in accordance with the provisions of this Agreement.

**3.2** The Service Provider shall provide the Client with such information and advice in connection with the Services and the provision thereof as the Client may, from time to time, reasonably require both before and during the provision of the Services.

**3.3** The Service Provider shall use its reasonable endeavours to keep the Client informed of any special requirements (including, but not limited to, legislative requirements) applicable to the rendering of the Services. To the extent necessary and appropriate, the Service Provider shall promptly take steps to comply with any such requirements. These steps shall not otherwise alter this Agreement in any way, subject to each Party's right under sub-Clause 7.4 to request a meeting to review such changes.

##### 4. Client's Obligations

**4.1** The Client shall provide the Service Provider with such information in connection with the Services and the provision thereof as the Service Provider may, from time to time, reasonably require both before and during the provision of the Services.

**4.2** The Client shall perform its obligations under this Agreement in a reasonable and timely manner in accordance with the provisions of this Agreement.

**4.3** The Client shall use its reasonable endeavours to keep the Service Provider informed of any special requirements (including, but not limited to, legislative requirements) applicable to the rendering of the Services. To the extent necessary and appropriate, the Service provider shall (as under sub-Clause 3.3) promptly take steps to comply with any such requirements. These steps shall not otherwise alter this Agreement in any way, subject to each Party's right under sub-Clause 7.4 to request a meeting to review such changes.

##### 5. Fees, Payment and Records

**5.1** The Client shall pay the Fees to the Service Provider in accordance with the provisions of Schedule 1 as consideration for the Services provided by the Service Provider in accordance with the terms and conditions

of this Agreement.

**5.2** All payments required to be made pursuant to this Agreement by either Party shall be made within 30 days of the date of the relevant invoice.

**5.3** Where any payment pursuant to this Agreement is required to be made on a day which is not a Business Day, it may be made on the next following Business Day.

**5.4** If either Party fails to pay on the due date any amount which is payable to the other pursuant to this Agreement then, without prejudice to and notwithstanding sub-Clause 11.2.1, that amount shall bear interest from the due date until payment is made in full, both before and after any judgment, at a rate of 4% per annum over the bank base rate from time to time in force.

##### 6. Provision of the Services

**6.1** The Service Provider shall, throughout the term of this Agreement, provide the Services to the Client in accordance with the terms and conditions of this Agreement, the provisions of Schedule 1.

**6.2** The Service Provider shall provide the Services only as specified in Schedule 1 unless otherwise requested by the client.

**6.3** The Service Provider shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Services.

**6.4** The Service Provider shall use all due and proper care to ensure that the manner in which it provides the Services does not have any adverse effect on the name, reputation, image or business of the Client.

**6.5** In the event that the Service Provider commits any breach of any of the terms and conditions of this Agreement by failing to provide the Services to the required Service Levels or commits any other breach which adversely affects the provision of the same, the following provisions will apply:

i the Client may give written notice to the Service Provider requiring the Service Provider to rectify the breach;

ii if the Service Provider fails to comply with any such notice given under sub-Clause 6.5.1 within 21 days

**6.5.1.1** The Client will be entitled to obtain any of the Services affected by the breach from any third party until such time as it is satisfied that the breach has been rectified or, in the event of termination of this Agreement, until such time as the Service Provider's obligations cease;

**6.5.1.2** at the Client's sole option terminate this Agreement forthwith

**6.6** The obligations of the Service Provider under sub-Clause 6.5.2 shall not be affected by the termination of this Agreement.

##### 7. Service and Agreement Monitoring

**7.1** Not used.

**7.2** Not used.

**7.3** Not used.

**7.4** In the event that changes to this Agreement are required due to circumstances including, but not limited to, legislative or regulatory change, either Party shall have the right to give a minimum of 30 days notice for an Agreement Review over the telephone to discuss the necessary changes and action to be taken. Any changes agreed upon during such Agreement Reviews shall not be effective unless evidenced in writing and signed by the duly authorised representatives of the Parties. Please note that if a change is required to this agreement in order to continue all or part of its delivery, including but not limited to changes which are required by the General Pharmaceutical Council, awarding body, or the Education and Skills Funding Agency where relevant, if the Client does not agree to these changes, all or part of this agreement may need to be terminated.

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#### 8. Not used

#### 9. Confidentiality

**9.1** Each Party undertakes that, except as provided by sub-Clause 9.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of this Agreement and after its termination:

- i keep confidential all Confidential Information;
- ii not disclose any Confidential Information to any other person;
- iii not use any Confidential Information for any purpose other than as contemplated by and subject to the terms and conditions of this Agreement;
- iv not make any copies of, record in any way or part with possession of any Confidential Information; and
- v ensure that none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-clauses 9.1.1 to 9.1.4 above.

**9.2** Either Party may:

- i disclose any Confidential Information to:
  - 9.2.1.1** any governmental or other authority or regulatory body; or
  - 9.2.1.2** any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;to such extent only as is necessary for the purposes contemplated by this Agreement, or as required by law, and in each case subject to that Party first informing the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body as is mentioned in sub-Clause 9.2.1.2 above or any employee or officer of any such body) obtaining and submitting to the other Party a written undertaking from the person in question, as nearly as practicable in the terms of this Clause 9, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and
- ii use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of this Agreement, or at any time after that date becomes, public knowledge through no fault of that Party, provided that in doing so that Party does not disclose any part of that Confidential Information which is not public knowledge.

**9.3** The provisions of this Clause 9 shall continue in force in accordance with their terms, the Data Protection Act (1998), and the General Data Protection Regulation notwithstanding the termination of this Agreement for any reason.

#### 10. Intellectual Property Rights

**10.1** The Service Provider shall retain the ownership of any and all Intellectual Property Rights which may subsist in the products of the Services as provided by the Service Provider. All training materials supplied by the Service Provider are subject to copyright.

#### 11. Termination

- 11.1** Either Party may terminate this Agreement by giving to the other not less than 3 months written notice at any time.
- 11.2** Either Party may forthwith terminate this Agreement by giving written notice to the other Party if:
- i any sum owing to that Party by the other Party under any of the provisions of this Agreement is not paid within 30 days of the due date for payment and that the Party which is owed such sums has given written notice to the other party that such sums are outstanding;
  - ii the other Party commits any other material breach of any of the provisions of this Agreement and, if the breach is capable of remedy, fails to remedy it within 21 days after being given written notice giving full particulars of the breach and requiring it to be remedied;
  - iii the other Party ceases, or threatens to cease, to

carry on business; or

iv control of the other Party is acquired by any person or connected persons not having control of that other Party on the date of this Agreement. For the purposes of this Clause 11, “control” and “connected persons” shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.

- 11.3** The Client shall have the right to forthwith terminate this Agreement by giving written notice to the Service Provider in the event that the Service Provider fails to provide the Services in compliance with the Service Levels for a period of 30 working days.
- 11.4** The right to terminate this Agreement given by this Clause 11 shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

#### 12. Post-Termination

Upon the termination of this Agreement for any reason:

- 12.1** any sum owing by either Party to the other Party under any of the provisions of this Agreement shall become due and payable;
- 12.2** subject as provided in this Clause 12, and except in respect of any accrued rights, neither Party shall be under any further obligation to the other;
- 12.3** each Party shall return to the other Party any materials in which the ownership has not been transferred to that other Party which have, for any reason, been provided for the purposes of this Agreement; and
- 12.4** each Party shall (except to the extent referred to in Clause 9) forthwith cease to use, either directly or indirectly, any Confidential Information, and shall forthwith return to the other Party any documents in its possession or control which contain or record any Confidential Information.

#### 13. Force Majeure

Neither Party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question. Should such a force majeure event continue for a period of 60 days then either party may terminate this Agreement at their discretion.

#### 14. Nature of the Agreement

- 14.1** This Agreement is personal to the Parties and neither Party may assign, charge any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder, except with the written consent of the other Party, such consent not to be unreasonably withheld, delayed or conditioned.
- 14.2** This Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.
- 14.3** Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 14.4** No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 14.5** Subject to the provisions of Clause 10, at any time after the date hereof each of the Parties shall, at the request and cost of the other Party, execute or procure the execution of such documents and do or procure the doing of such acts and things as the Party

so requiring may reasonably require for the purpose of giving to the Party so requiring the full benefit of all the provisions of this Agreement.

#### 15. Severance

The Parties agree that, in the event that if one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of this Agreement and the conditions redrawn. The remainder of this Agreement shall be valid and enforceable.

#### 16. Relationship of the Parties

- 16.1** Nothing in this Agreement shall constitute, or be deemed to constitute, a partnership between the Parties nor, except as expressly provided, shall it constitute, or be deemed to constitute an agency of any other Party for any purpose.
- 16.2** Subject to any express provisions to the contrary in this Agreement, the Service Provider shall have no right or authority to, and shall not do any act, enter into any contract, make any representation, give any warranty, incur any liability, assume any obligation, whether express or implied, of any kind on behalf of the Client or bind the Client in any way.

#### 17. Notices

- 17.1** All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.
- 17.2** Notices shall be deemed to have been duly given:
- i when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
  - ii on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
  - iii on the tenth business day following mailing, if mailed by airmail, postage prepaid.
- in each case addressed to the most recent address notified to the other Party.

#### 18. Law and Jurisdiction

- 18.1** This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 18.2** Any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

#### 19. Anti Corruption and Bribery

- 19.1** Both parties acknowledge and agree that there are anti-corruption laws to which both parties are subject to which prohibit the direct, or indirect, offering, promising, or giving of any advantage, or thing of value, to a person (including private individuals or government employee or official) for the purposes of obtaining or retaining business, or to intend to induce, or induce, any improper act or decision. These laws include but not limited to the Bribery Act 2010 (“Anti-Corruption Statutes”).
- 19.2** Both parties agree to refrain from, and to Procure that its staff and agents refrain from, any activity in connection with this Agreement that would constitute a violation by either party of an Anti-Corruption Statute in the Territory.
- 19.3** Service Provider agrees it has read and understood all applicable Anti-Corruption Statutes, and at all times during this Agreement, shall keep apprised of any amendments, changes or other modifications to such Anti-Corruption Statutes and that all its relevant employees and directors and those of its Corporate Group have been appropriately trained on and made aware of their responsibilities and obligations under all applicable Anti-Corruption Statutes within the Territory.

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**20. Data Protection**

20.1 The Client shall, to the extent that it processes any personal data in connection with this Agreement:

- a) comply fully with the General Data Protection Regulation (EU 2016/679), the Data Protection Act 1998 and any successive legislation (the "Data Protection Legislation");
- b) act only on instructions from the Service Provider in relation to its processing of the personal data;
- c) implement and maintain in place appropriate technical and organisational measures to ensure that personal data is kept secure, together with appropriate technical and organisational measures to protect the personal data against unauthorised or unlawful processing, accidental loss or destruction or damage;
- d) not do or omit to do anything which causes the Service Provider to breach the Data Protection Legislation or any other law or contravene the terms of any registration, notification or authorisation of the Service Provider under the Data Protection Legislation;
- e) treat personal data of the Service Provider as confidential, and ensure that all personnel who have access to and/or process personal data are obliged to keep the data confidential;
- f) use and retain personal data only for the purposes of fulfilling its obligations under this agreement;
- g) not transfer personal data to any country outside the European Economic Area without the prior written consent of the Service Provider (which consent may give on such terms as the Service Provider may in its absolute discretion prescribe);
- h) assist the Service Provider in responding to any

request for access to personal data made under the Data Protection Legislation;

- i) notify the Service Provider without delay and at least 24 hours before notifying the Information Commissioner on becoming aware of a personal data breach,
  - j) notify the Service Provider without delay on receipt of any enforcement notice from the Information Commissioner or claim for compensation for loss of or unauthorised disclosure of data;
  - k) at the Service Provider's written request, delete or return personal data and copies thereof to the Service Provider on termination of this agreement unless required by law to retain the data; and
  - l) maintain complete and accurate records to demonstrate its compliance with this clause and allow for audits of these records by the Service Provider.
- 20.2 The Client will remain fully liable for all breaches of the Data Protection Legislation that occur whilst processing the personal data of the Service Provider.
- 20.3 The Client shall indemnify the Service Provider on a continuing basis in respect of any fine or Court or Tribunal judgment (and any related interest, penalties, costs and expenses save where the liabilities result through the fault of the Service Provider) received in respect of the Client's obligations under the Data Protection Legislation.
- 20.4 The Client warrants and represents that:
- m) The Client has fully complied with any requests for access to personal data made under the Data Protection Legislation in the previous 12 months, with the exception of any requests that are still being processed and for which the statutory deadline has not expired.

n) The Client has not, in the previous 12 months, received any:

- i) notice or complaint under the Data Protection Legislation alleging non-compliance (including any information or enforcement notice, or any transfer prohibition notice);
  - ii) claim for compensation for loss of or unauthorised disclosure of data; or
  - iii) notification of an application for rectification or erasure of personal data.
- and the Client is not aware of any circumstances which are likely to give rise to the giving of any such notice or the making of any such notification.

20.5 The Service Provider does not consent to the Client appointing any third party processor of personal data under this agreement.

**21 Non-solicitation**

21.1 Except as otherwise expressly agreed between the Parties in writing, neither party for the duration of this Agreement or for a period of 12 months after completion of the agreed services or termination of this Agreement shall, directly, by or through itself, its agent or otherwise, whether for its own benefit or for the benefit of any other person:

- 21.1.1 solicit or induce, or endeavor to solicit or induce any employee of the other party or
- 21.1.2 employ or engage or offer to employ or engage an employee of the other party without written consent of the other party save that either party may employ or engage any employee of the other party who has responded directly to a bona fide recruitment drive, whether through an agency or advertisement in the press and not directly or indirectly as a result of any solicitation or inducement by the other party.

**Schedule 1 - Pharmacy Technician Training Programme Delivery**

List price: £3675 +VAT

Roles and responsibilities for Client (employer), Service Provider (training provider) and learners are available in the following separate documents:

- The PTPP course information
- The enrolment pack for learners, workplace training supervisors and employers

Extension fees beyond the two-year course duration: initial three months at no charge, then £600 + VAT payable per additional three months thereafter.

Learner name:

Employer representative name:

Employer representative signature:

Date:

**To be completed by a Buttercups representative:**

Buttercups representative name:

Buttercups representative signature:

Date:

**Copy of page 13 to be returned to employer after signing.**