

Making a payment to MHRA by credit or debit card - terms and conditions

1. Definitions (meaning of terms):

- 1.1. 'Authorised person' - a person who has been authorised by you to use the services on your behalf.
- 1.2. 'Conditions of use' - are the terms and conditions set out here.
- 1.3. 'Data' - the data and information used in connection with the services and held as part of the database (including data added to the database by using the services).
- 1.4. 'Database' – where MHRA stores the data.
- 1.5. 'Equipment and or software' – the equipment and or software which you are required to have in order to access the services and which is capable of communicating with the system.
- 1.6. 'Fees and charges' – fees due under the regulations or under any other legal instrument authorising the MHRA to collect fees and charges.
- 1.7. 'MHRA' – Medicines and Healthcare products Regulatory Agency.
- 1.8. 'Regulations' – The Medicines (Products for Human Use) (Fees) Regulations 2009 [SI 2009 No 389] as amended from time to time.
- 1.9. 'Rules' - any policies, procedures, or rules of any kind MHRA may apply to the collection and/or refund of fees and charges.
- 1.10. 'Services':
 - 1.10.1 those services available to a person through his or her remote terminal from the system in accordance with the provisions of the regulations and rules, and any provisions which may directly or indirectly replace them, with or without amendment, and;
 - 1.10.2. any services other than those listed above which MHRA may from time to time provide to you from the system including but not limited to any guides to services, list of services and fees.
- 1.11. 'System' - MHRA's computer system and website which is a gateway to the services.
- 1.12. 'You, Your' – the company, firm, partnership, or private citizen who uses the system to access the services and data.
- 1.13. References to specific enactments or rules include reference to those enactments or rules as amended, re-enacted or replaced from time to time.

2. Connection and use of equipment and software to access the data

- 2.1. You shall ensure that you have the equipment and or software to obtain access to the system so that you are able to use the services. For the avoidance of doubt, the registrar shall not have obligations or liability in respect of any defect or failure of the equipment and or software or access to the system.
- 2.2. Access to the System shall be effected via the internet or such other electronic means of access or communication as may be reasonably required by MHRA from time to time.
- 2.3. The MHRA may at any time require you to disconnect the equipment and or software or any part or parts thereof from accessing the system if in the opinion of MHRA the equipment and or software is or has been the cause or contributory factor or is likely to

- be the cause of failures, interruptions, errors or defects in the system or the database.
- 2.4. You shall ensure that:
 - 2.4.1. the equipment and or software is used in such a manner as will not adversely affect or corrupt the system software or any other software which may be used by MHRA or used in the system or any information on the database and;
 - 2.4.2. the equipment and or software is not used to access or retrieve any part of the database which is not part of the data.

3. Your obligations

3.1. You shall not:

- 3.1.1. use the system in any way that causes the system or access to it to be interrupted, damaged or impaired in any way
- 3.1.2. use or attempt to use any automated software agents (including without limitation, any screen scraper, spider or other web crawler) to access the system or to search, copy, monitor, display or obtain links to any part of the system
- 3.1.3. use the system to copy the data and information for display on any other website
- 3.1.4. attempt to rectify or permit any person (not authorised by MHRA) to rectify any fault or inaccuracy in the data, system or database
- 3.1.5. otherwise tamper with or attempt to make any deletions, additions, notifications, adjustments or alterations to any of the data, system, services or database
- 3.1.6. allow any unauthorised person to have access to the system and or use the services via your equipment and or software
- 3.1.7. use the data and information to represent to the public that you have an arrangement or official partnership with MHRA in relation to either the use of data and or information or the supply of it
- 3.1.8. use the system for any fraudulent or other unlawful activity, or;
- 3.1.9. infringe the Crown's copyright or other intellectual property rights or those of any other person in the data, system or database.

- 3.2. You must obtain MHRA's written consent before reproducing and or distributing any reproduction of any MHRA documentation unless such reproduction and distribution is permitted under these conditions of use.

4. Access to the system

- 4.1. You shall ensure that each authorised person has been properly trained to use the equipment and/or software to obtain the services.
- 4.2. You shall monitor compliance with these conditions of use by each authorised person and on becoming aware of any unauthorised use of or access to the system or use of the services or other breach take reasonable steps to ensure that such person ceases such activity and prevent a recurrence of it.

5. Fees and charges

- 5.1. You shall pay all fees and charges when they are due by the methods authorised by MHRA for the services used by you and each authorised person or by any other person via your equipment and or software.
- 5.2. You agree that regulation 9 and 11 (certain information to be supplied by the service provider where an order is placed for electronic services) of the Electronic Commerce (EC Directive) Regulations 2002 as amended from time to time will not apply.

6. Refunds

- 6.1. All refunds are discretionary. MHRA review all refund requests on a case by case basis and reserve the right to decline any refund for any reason. If a refund request is declined, a full explanation will be provided by MHRA.
- 6.2. The refund policy for British Pharmacopoeia sales can be found on the [British Pharmacopoeia website](<http://www.pharmacopoeia.gov.uk>)

- 6.3. The refund policy for events organised by MHRA can be found on the [MHRA website](<http://www.mhra.gov.uk/ConferencesLearningCentre/Conferences/index.htm>)
- 6.4. The [terms and conditions](<http://www.mhra.gov.uk/Aboutus/MakeapaymenttotheMHRA/TCforonlineregistrationofmedicaldevices/>) for MHRA's online registration system for medical devices

7. Waivers

- 7.1. The failure by the Authority to insist upon the strict compliance with any provision of these conditions of use or to exercise any right or remedy consequent upon the breach thereof shall not constitute a waiver of any such breach or any subsequent breach of such term or condition.
- 7.2. Nothing shall be taken to be a waiver unless it is expressly stated to be such in a document in writing especially for that purpose.
- 7.3. A waiver of any right or remedy arising from a breach of the conditions of use shall not constitute a waiver of any right or remedy arising from any other breach of the terms and conditions.

8. Remedies

- 8.1. If you or any authorised person do not comply with these conditions of use or any of them, MHRA may at any time take such action as is necessary. MHRA reserves the right to cancel your access at any time if it has reason to suspect use of the system for fraudulent or other unlawful activity.
- 8.2. MHRA may monitor your use of the services to verify that you are not accessing and using the data and information for the purposes described and prohibited by clause 3.

9. Exclusion and limitation of liability

- 9.1. Neither MHRA nor any third party shall be liable for any loss or damage, direct, indirect or consequential, arising from any interruption temporary or otherwise in the availability of the system or accessibility of the services or data.

10. Use of information

- 10.1. MHRA may collect information about you and each authorised person:
 - 10.1.1. to enable it to ensure that you are using the system in an appropriate manner
 - 10.1.2. to be used for reporting and statistical purposes, and;
 - 10.1.3. any other appropriate purpose or use including sharing information with other government departments and agencies or enforcement agencies.

11. General

- 11.1. The services referred to in clause 1.10.1 may only be available through the system during the currency of a notice given by MHRA under the relevant rules and are subject to the provisions of the relevant notice under the relevant rules.
- 11.2. The other services referred to in clause 1.10 will be available through the system on such additional terms as may be provided from time to time by MHRA.
- 11.3. The MHRA reserves the right to change any or all of the conditions of use or the specification for the equipment and/or software.