



PRESCRIPTION OR NOT? LET'S CLARIFY



We've received another question about emergency online pharmacy patient requests in the dispensary - specifically around cases where a request is made, but not actually submitted to NHSBSA.

As this query comes up regularly, we wanted to take the opportunity to clarify things. There are a few issues that often get conflated, which can understandably cause confusion. To help reassure everyone, we've put together the guidance below to clearly set out the differences and explain what you need to know.

- Under the Human Medicines Regulations 2012, a prescription is simply an order for medication. It can be written, electronic or verbal, and there is no requirement in the HMR 2012 for every prescription to be issued on an NHS FP10. Click [here](#) for further guidance.
- The NHS FP10 is an NHS form that serves two functions: it can be used as a prescription, and it also acts as a token for NHS reimbursement. Its use is therefore primarily linked to NHS payment and reimbursement processes, rather than to the legal validity of a prescription itself. Click [here](#) for further guidance.
- For a prescription to be valid, it simply needs the patient's details, the medicine and directions, and the prescriber's details, date and signature. In routine practice, all of this is already permanently recorded on the clinical system, which satisfies prescribing and record-keeping requirements (BNF/NICE). Click [here](#) for further guidance.

- The GMC's prescribing guidance focuses on safe, appropriate prescribing and accurate clinical records. It does not require the mandatory use of FP10 stationery in all circumstances. Click [here](#) for further guidance.
- It may help to distinguish clearly between three separate issues:
 1. The clinical act of prescribing
 2. The legal validity of a prescription
 3. NHS reimbursement processes

These are not the same thing.

If the concern is that not submitting an FP10 to NHSBSA is unlawful, that would imply that any FP10 that is lost or never reaches NHSBSA represents a breach of law, which is clearly not the case. The more relevant risk in practice is contractual, not legal.

By contrast, submitting FP10s for reimbursement where there is no entitlement under the GMS contract, for example for non-PA items issued to non-dispensing patients, presents a clearer contractual and governance risk.

Maintaining accurate clinical records without submitting inappropriate reimbursement claims keeps practices on the right side of both prescribing law and NHS contractual rules.



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