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## ARCHWAY VETERINARY PRACTICE TERMS AND CONDITIONS

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Thank you for entrusting the care and attention of your pet to Archway Vets. We aim to provide the highest standards of veterinary care. These are the terms on which we supply veterinary services and related products to you.

Please be aware that by requesting veterinary services you are agreeing to abide by these terms.

### **BACKGROUND:**

These Terms and Conditions are the standard terms which apply:

- A. to provision to a customer and a patient of any Services (as “**Services**” is defined in Clause 1 below) by the Surgery, namely Archway Veterinary Practice (S.Cumbria) Ltd (company number 07114071) whose registered office Crag Court, Lindale, Grange-over-Sands, Cumbria LA116LU; and
- B. where the customer of the Surgery is a “Consumer” as defined by the Consumer Rights Act 2015

### **1. Definitions and Interpretation**

- 1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

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|------------------------|---|
| “ <b>Animal/Pet</b> ”  | means the patient (which is the animal belonging to the Owner) that is to be the subject of consultation and/or treatment by the Surgery;   |
| “ <b>Business</b> ”    | means any business, trade, craft, or profession carried on by You or any other person/organisation;   |
| “ <b>Consumer</b> ”    | means a “ <b>Consumer</b> ” as defined by the Consumer Rights Act 2015, that is to say an individual who receives any of the Services for his/her personal use for their Animal that requires such Services and for purposes wholly or mainly outside the purposes of any Business; |
| “ <b>Price List</b> ”  | means the Surgery’s standard price list for all of the Services which We offer.   |
| “ <b>Regulations</b> ” | means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;   |
| “ <b>Services</b> ”    | means any veterinary services including supply of any other services, treatments, medicines, drugs, consumable and other materials, and other items provided or used in the course of Our normal business;  |

**“Surgery/Us/We/Our”** means the Archway veterinary surgery whose place of business and contact address is the same address as above and reference to the Surgery shall include reference to any and all staff including veterinary surgeons; and

**“You/Your/Owner”** means an individual who is a customer of the Surgery and is the owner of an Animal;

- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
  - 1.2.1 “These Terms and Conditions” is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time; and
  - 1.2.2 A Clause or sub-Clause is a reference to a Clause of these Terms and Conditions;
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation of these Terms and Conditions;
- 1.4 Words signifying the singular number shall include the plural and vice versa; and
- 1.5 References to any gender shall include the other gender.

## **2. Supply of Veterinary Services**

- 2.1 We shall ensure that all Veterinary Services are supplied by suitably qualified staff, taking into account the nature of the Veterinary Service to be supplied in each instance.
- 2.2 Wherever practicable and on your request, a treatment plan for the supply of Veterinary Services will normally be agreed with you following an initial consultation and in advance of any further treatment. This treatment plan will provide an estimate regarding the likely costs of the course of treatment in such plan. In an emergency, we reserve the right to provide such Veterinary Services as are reasonably necessary, in the professional judgement of the Veterinary Surgeon providing the Veterinary Services, without first agreeing a treatment plan.
- 2.3 Please note that any estimate given can only be an approximation of the costs of any treatment required. If our original estimate looks as if it will be exceeded, then we will contact you to discuss any increased fees with you before any further procedures are undertaken (except in the event of an emergency and/or at the professional discretion of the relevant Veterinary Surgeon acting in the best interest of your pet if we cannot contact you on the number you provided).
- 2.4 All estimates are valid for 14 days and you must accept them before treatment or surgery. Estimates do not constitute quotations and You may not take them as an accurate indication of the final sum due as the final sum due may vary according to unforeseen circumstances.
- 2.5 We will endeavour to provide veterinary services in accordance with reasonable standards denoted by the RCVS guidelines for practice standards

and the professional conduct of veterinary surgeons and veterinary nurses. All Veterinary Services shall be supplied in accordance with normal professional standards.

- 2.6 We reserve the right to decline to supply Veterinary Services at our discretion. You are able (at your own cost and subject to the payment obligations in these terms and conditions) to seek a second opinion on or concerning any Veterinary Services provided.

### **3. Consultations and Appointments**

- 3.1 In non-emergency cases, consultations and treatment shall be by appointment only;
- 3.2 In emergency cases, You may bring Your Pet to the Surgery without an appointment and We will use all reasonable endeavours to treat the Animal as quickly as possible. In such cases, We ask You to give as much notice to Us as is reasonably possible;
- 3.3 If You know You are going to be late for an appointment, You should contact Us to tell Us. If You arrive later than 15min after an appointment time, We will try to provide the Services You have booked but if We decide that We cannot, the appointment will be treated as cancelled without notice by You and, if We then decide to make a charge for that appointment cancelled without notice, sub-Clause 3.5 below will apply;
- 3.4 You may cancel an appointment without charge if You give Us at least 12 hours prior notice of the cancellation and if You do so We will refund to You any sum (including, but not limited to any deposit) You paid in advance. Please note, For appointments made in the Physiotherapy Department we require 48 hours prior notice of the cancellation;
- 3.5 If You do not give Us at least 12 hours prior notice of cancellation of an appointment (48 hours for Physiotherapy Dept), We will be entitled to charge You for any net financial loss that We suffer due to Your cancellation but not more than 50% of the full price of the appointment. We will be entitled to deduct that charge from any sum (including, but not limited to any deposit) You paid in advance, and We shall refund the balance to You;
- 3.6 If, due to exceptional circumstances, You cancel an appointment without giving Us the required prior notice, We will consider the circumstances and in our discretion decide whether to waive any charge for late cancellation that We are entitled to make under sub-Clauses 3.3 and 3.5;
- 3.7 We may cancel an appointment booked by You at any time before the time and date of that appointment in the following circumstances:
- 3.7.1 The required personnel and/or required materials necessary for the provision of the Services are not available; or
- 3.7.2 An event outside of Our reasonable control; or
- 3.7.3 We find that you are not a "Consumer" (as defined in Clause 1 above).

If We cancel an appointment in such circumstances We will refund to You in full any deposit or other advance payment that You have made to Us for that appointment;

- 3.8 We will use all reasonable endeavours to start the Services at the appointment time which You have booked but the start may be delayed by overrun of a previous appointment or by other circumstances. If a delay to the start is at least 30 minutes, You may cancel the appointment and there will be no cancellation charges.
- 3.9 We can offer a call-out appointment if You cannot get your Pet to the surgery, and require a veterinary surgeon to visit Your Pet at home providing it is within 10 miles of the surgery. You should book such appointments in the same way as conventional appointments. If the attending veterinary surgeon deems it necessary to treat the Animal at the Surgery, he/she may require You to transport your Pet to the surgery. The charge for the call-out will be as per the price list. If your home is more than 10 miles from the surgery, the call-out may be arranged for when we are in the area, at our discretion.
- 3.10 Veterinary Services shall be supplied during our normal business hours, these may change from time to time, but the current opening hours can be found on our website. In an emergency, a veterinary surgeon will see you outside these opening hours, but this service will carry an extra charge. We will only provide out-of-hours services to registered clients that have previously received our services.
- 3.11 Owners on holiday with their pets in our area may request our services providing we have been able to obtain their pets history from their registered vet practice. Prior to this only emergency care treatment may be given. Payment of a deposit may be requested up front.

#### **4. Supply of Products**

- 4.1 In the event of any defect or failure (except those caused by human error) in any Product, our liability to you shall be restricted to replacing the Product or refunding the price that you paid for the Product.
- 4.2 You acknowledge and agree that all Products must only be used in accordance with the instructions supplied with them or given verbally by the Veterinary Surgeon (or another member of our staff) providing the Veterinary Services. If you have any questions or concerns regarding the use of any Product, you should consult a member of our staff for clarification.
- 4.3 Any Products supplied by us shall be of satisfactory quality, fit for purpose and shall comply with any description given. All other warranties, expressed or implied, are hereby excluded.
- 4.4 Veterinary Medicinal Products that have left the Surgery premises may not be returned for a refund. The correct storage conditions, according to the products SPC, cannot be guaranteed hence neither can its safety and effectiveness. All returned veterinary medicinal products will be destroyed.
- 4.5 Following the new RCVS rules on prescribing prescription-only veterinary medicines September 2023, a physical examination of the animal is required at the time of prescription in all but exceptional circumstances where a veterinary surgeon prescribes antibiotics, antifungals, antiparasitics, antivirals, or any controlled drugs, for an individual animal or group of animals.

## **5. Repeat Prescriptions**

- 5.1 When you request a repeat prescription for your pet, we can only supply the medication if all of the following conditions are met:
- 5.1.1 The Veterinary Surgeon caring for your pet has authorised the repeat prescription.
  - 5.1.2 Your pet has had a medication review check by one of our vets within the last 3-6 months. This interval will be determined by the veterinary surgeon dependant on the individual condition.
  - 5.1.3 Following the new RCVS rules on prescribing prescription-only veterinary medicines September 2023, a physical examination of the animal is required at the time of each prescription in all but exceptional circumstances where a veterinary surgeon prescribes antibiotics, antifungals, antiparasitics, antivirals, or any controlled drugs, for an individual animal or group of animals.
- 5.2 We request 24 hours notice before you can collect your pet's prescription.
- 5.3 You may request a written prescription in order to purchase the medication elsewhere however;
- 5.3.1 All the conditions in clauses 5.1 & 5.2 still apply
  - 5.3.2 There will be a charge for such repeat prescriptions to cover the time, responsibility and professional insurance costs involved.
  - 5.3.3 Archway vets accepts no responsibility as to the quality and effectiveness of veterinary medicinal products not directly purchased from the surgery.

## **6. Fees and Payment**

- 6.1 All Veterinary Services and Products provided by us shall be charged to you in accordance with the current price list, which is subject to change without notice. If you have any questions regarding the costs that will be incurred, you should consult the Veterinary Surgeon in charge of your pet's treatment or another member of staff for clarification.
- 6.2 You must pay for all services in full at the time the Veterinary Services or the Products are supplied, either at the end of the consultation, the discharge of your pet or upon collection of the Products. All monies owed must be settled in full on receipt of the fee note. On very rare occasions we may allow treatment without immediate payment. However, in this situation we would expect payment to be made within 24 hours of receipt of the fee note and adequate identification to be provided.
- 6.3 All statements will incur an admin fee of 5% above the Bank of England base rate every 14 days on the total amount outstanding.

- 6.4 You may settle your account using any of the following methods: Cash, credit/debit Card (Switch, Solo, MasterCard, Visa, Delta), or cheque with current valid banker's card. Please retain all payment receipts. We may also accept payment via BACS transfer. Please discuss this with a member of staff who will provide you with the account details should this payment method be acceptable.
- 6.5 Please note charges for work-in-progress such as laboratory fees and consultancy fees, may not be known at the time of payment and will be invoiced as soon as available.
- 6.6 We only accept direct insurance claims at the discretion of our Practice Manager. A direct insurance claim is one where you do not pay us; rather we claim the money directly from the insurance company. We may charge a direct insurance claim administration fee. In the event that all or any part of the insurance claim is not paid by your insurance company for any reason, you will be liable for the outstanding balance, including any admin or interest fees. We may, at our absolute discretion, agree that you may delay payment of an invoice pending recovery of the sum from your insurer for such reasonable period as we agree in writing. You remain liable in full for all invoices and all sums shall become due and payable in full by you at the end of this extended payment period, irrespective of whether your insurer has made payment to you.
- 6.7 Overdue accounts will be referred to our debt collection agency.
- 6.8 In the event that any invoice or other sum owed by you is not paid when due then, without prejudice to any other remedies available to us, we may at any time:
- 6.8.1 Add additional charge(s) to your outstanding account in order to recover fees and costs in connection with the collection of the sum owed (including but not limited to administrative costs and debt collection agency fees); and
- 6.8.2 Issue notice to you that no further Veterinary Services and/or Products will be supplied to you.
- 6.9 All prices of Services quoted or estimated are subject to VAT at the current rate.
- 6.10 If you are unable to pay for the Veterinary Services, we are only obliged to fulfil our minimum legal responsibilities and professional obligations in respect of your pet.

## **7. Documents and Records**

- 7.1 The care given to your pet may involve specific investigations such as taking radiographs or performing ultrasound or MRI scans. Even though we make a charge for carrying out these investigations and interpreting the results, ownership of the resulting record, such as a radiograph or scan image, remains the property of Archway Veterinary Practice and shall be retained by us.
- 7.2 If You move your Animal to a different veterinary surgery, You should inform Us and request Us to send all records and documents pertaining to the

Animal to the new surgery. You shall be responsible for any and all costs associated with our sending such documents.

- 7.3 You have the right to request a copy of any documents which We may hold in relation to Your Animal which We shall provide if You first pay a reasonable fee as determined by Us, and upon settlement in full of all sums due to Us in respect of such patient's treatment.
- 7.4 We shall not release any documents either to You or another veterinary surgery if You owe Us any outstanding sum.

## **8. Animal Health Insurance**

- 8.1 We recommend that You take out a suitable animal or pet health insurance policy to cover Your Animal but any contract of insurance is between you and your insurer. Please ensure that you refer to the terms and conditions of your insurance policy;
- 8.2 We are unable to provide recommendations with regard to animal or pet health insurance policies;
- 8.3 We are not a party to any contract between You and an insurance provider; and
- 8.4 If You make an insurance claim, We may fill out the requisite claim forms on your behalf for which there may be a charge in line with our Price List; and
- 8.5 If You make an insurance claim, We may provide additional assistance in liaising with the insurance provider. Any such assistance shall be provided at Our sole discretion and We may charge for it in line with our Price List.

## **9. Limitation of Liability**

- 9.1 We carry professional indemnity insurance as follows;
  - 8.1.1 £200,000 for criminal or disciplinary action;
  - 8.1.2 £10,000,000 per claim for human injury;
  - 8.1.3 £250,00 domestic pet, £250,000 food animal, £500,000 equine.
- 9.2 We supply Veterinary Services and Products to you on the condition that our liability for any loss, claim, cost or expense arising out said supply, shall not exceed and shall be limited to a maximum of the Insured Sum. If you wish us to assume a level of liability greater than the Insured Sum, then we shall only agree if all three of the following conditions are met:
  - 8.2.1 Your request is in writing.
  - 8.2.2 We can obtain insurance cover for said higher level of liability.
  - 8.2.3 You pay, in advance, to us the additional premium incurred by us in respect of the additional cover.
- 9.3 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious

consequence of Our breach or negligence or if it is contemplated by You and Us when Our contract with You is created. We will not be responsible for any loss or damage that is not foreseeable;

9.4 We provide or sell all Services only for Your personal and private use/purposes. We make no warranty or representation that products, or other goods or materials that We provide or sell are fit for commercial, business, industrial, trade, craft or professional purposes of any kind (including resale). We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity;

9.5 Nothing in these terms and conditions shall:

8.5.1 exclude or limit our liability for death or personal injury caused to a human being.

8.5.2 render us liable for any indirect or consequential loss (including, but not restricted to, loss of profit or loss of savings) which liability shall be excluded to the maximum extent permitted by law.

## **10. Data Protection**

10.1 Archway Veterinary Practice is a “data controller”. This means that we are responsible for deciding how we hold and use personal information about you. We will use the personal information you provide to us to:

10.1.1 Provide the Veterinary Services and Products.

10.1.2 Process your payments for the Veterinary Services and Products.

10.1.3 Inform you about the products and services that we or selected third parties provide, but you may stop receiving these at any time by contacting us.

10.2 In order to provide the services above, we use selected third parties to process your data. We will not share your information with other companies, individuals or organisations unless:

10.2.1 It is part of the diagnosis or treatment of your pet.

10.2.2 It is part of a service that you’ve asked us to provide, such as a health plan, financing or submitting insurance claims.

10.2.3 You have given us permission to do so.

10.2.4 We have an identified legitimate interest to do so.

10.2.5 We are legally required to do so.

10.3 In some very specific situations, we may transfer some of your data abroad. If we do transfer any of your data outside of the European Union we will make sure that it is



kept secure. We hold the companies we work with to the EU contract clauses standards.

- 10.4 We are committed to protecting the privacy and security of your personal information and we are required under data protection legislation to notify you of the information contained within our Privacy Policy. This privacy notice describes how we collect and use personal information about you during and after your working relationship with us, in accordance with the General Data Protection Regulation (GDPR). This policy is available at the Practice and on our website.
- 10.5 You can ask to access, modify or delete your data held by us and you can also ask us any question regarding the data that we store about you.

## **11. Regulations**

We are required by the Regulations to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You (i.e. before We accept Your request to make a booking) except where that information is already apparent from the context of the transaction. We have included the information itself either in these Terms and Conditions for You to see now, or We will make it available to You before We accept Your request to make a booking. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

## **12. Information**

As required by the Regulations:

- 11.1 all of the information described in Clause 11; and
- 11.2 any other information which We give to You about any Services or the Surgery which You take into account when deciding to make a booking or when making any other decision about the Services;

will be part of the terms of Our contract with You as a Consumer.

## **13. Complaints and Standards**

- 13.1 The Surgery always welcomes feedback from its customers and, whilst We shall use all reasonable endeavours to provide a high standard of service, care and treatment to all Animals and their Owners, We nevertheless want to hear from You if You have any cause for complaint, or how We can improve our services. If You have any complaint about Our Services or any other complaint about the Surgery, please initially raise the matter verbally with the veterinary surgeon responsible for your animal, or other member of staff concerned. The complaint will be reported to the head of the relevant department (Accounts, Equine, or Companion Animal).
- 13.2 If you remain dissatisfied, then please send your complaint in writing to the Practice Manager at the surgery address, who will pass the complaint on to the appropriate head of department to respond.
- 13.3 In the case of a complaint, we may share your information with our insurers or our indemnity providers or other professional advisors, if we believe that this will enable us to resolve your complaint more effectively.

**14. Changes to Terms and Conditions**

No alteration may be made to these terms and conditions without the express written consent of the Practice Director. We may update or amend these terms and conditions at any time by placing a notice to that effect in our premises.

**15. No Waiver**

No failure or delay by Us or You in exercising any rights under these Terms and Conditions means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that We or You will waive any subsequent breach of the same or any other provision.

**16. Severance**

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

**17. Law and Jurisdiction**

These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with English Law.