

# Cinder Hill Equine Vets



## Terms of business

1. Cinder Hill Equine Clinic is part of the [CVS (UK) Limited] group of veterinary practices. CVS (UK) Limited (registered number 03777473) is registered in England at CVS House, Owen Road, Diss, Norfolk, IP22 4ER.
2. These Terms apply to the registration and treatment of all horses, ponies and donkeys. By registering your animal with the Practice or by completing and signing a registration form you agree to be bound by these Terms and the CVS privacy policy, copies are available from the practice or at [www.cinderhillequinevets.co.uk](http://www.cinderhillequinevets.co.uk).
3. All horses, ponies and donkeys are required to have horse passports ("Passport"), which must be available for Practice Staff to check and we strongly recommend that passports should be signed by the owner to confirm that the animal is not **going** for human consumption.
4. **Our Services**
  - 4.1. All of our veterinary surgeons are subject to the RCVS Code of Professional Conduct.
  - 4.2. We may need certain information from you so that we can carry out treatments on your animal and provide the veterinary services. We will contact you to ask for this information. If you do not give us this information within a reasonable amount of time of us asking for it, or if you give us incomplete or incorrect information we will not be liable for any delay in carrying out a treatment or other veterinary service or any injury or death caused to an animal as a result.
5. **Consent**
  - 5.1. As part of the ongoing treatment of the animal, our Veterinary Staff will recommend treatment plans and courses of action to promote the animal's welfare. Wherever possible, we will obtain your consent before undertaking any procedure or course of treatment and may require you to sign and date our consent form ("Consent Form"). The Veterinary Staff will discuss possible treatment options before you sign the Consent Form or give verbal consent.
  - 5.2. In exceptional circumstances, our Veterinary Staff may need to provide emergency treatment ("Emergency Care."). In the event Emergency Care is required, practice staff will take reasonable steps to contact you to obtain your prior consent but you acknowledge and consent that we are authorised to take all such steps as the Veterinary Staff reasonably believe are necessary to promote the welfare of your animal and that you will be responsible for the costs incurred in taking such steps, whether or not your consent has been obtained. We will provide you with full details of the treatment provided as soon as is reasonably practicable.
6. **Prescriptions**
  - 6.1. Prescriptions are available from the Practice. You may obtain prescription only medicines, Category V ("POM-Vs") from the Practice or ask for a prescription and obtain these medicines from another veterinary surgeon or a pharmacy. We can only prescribe POM-Vs for animals under our care. A prescription may not be appropriate for an in-patient or when immediate treatment is necessary.
  - 6.2. The Practice will advise you about prescription charges ("Prescription Charge"). Prescription Charges are applied only when you request a prescription but go elsewhere to have the prescription filled. Animals requiring repeat prescriptions will need to be re-assessed periodically by the veterinary surgeon dealing with the case. The re-examination interval will vary between clinical cases. We require at least 48 hours' notice for any requests for a repeat or written prescription. There is a charge for a re-examination, details of which will be provided on enquiry.
  - 6.3. Please note that the Practice cannot accept the return of any prescription drugs as such items cannot be resold. However, we can assist with the safe disposal of medication that is no longer needed, further details are available from our Practice staff.
7. **Fees and Payment**
  - 7.1. Whenever possible we will provide you with an initial estimate of the likely cost of the proposed treatment and this will be a guide only. During the course of the proposed treatment additional treatment may be necessary in the reasonable judgment of the Veterinary Staff and we will use reasonable endeavours to provide you with an updated estimate. The fees charged for the services will be the amount invoiced to you.
  - 7.2. Fees for services include our fees in respect of the veterinary services provided along with the cost of any drugs, materials or consumables used in the provision of the services ("Fees")
  - 7.3. The Owner is responsible payment of all Fees. If the Owner is insured the Owner will remain liable for the payment of all Fees unless and until we receive settlement in full from the insurer and we reserve the right to obtain payment from you the Owner while a claim is made. If we do not receive payment from the insurance company within 30 days of requesting payment, we reserve the right to request payment from the Owner. While we will provide all accurate information required in expediting any claim

we cannot negotiate with any insurance company. If an insurance claim is unsuccessful the Owner will be expected to pay any costs associated with the care of their animal.

8. We will assume that all livery and stables are duly authorised by the animal owner ("Owner") to seek veterinary services at the cost of the Owner whether or not the animal is registered with the Practice.
- 8.1. In the event that our invoice remains unpaid or is disputed by the Owner and the livery or stable is unable to produce a written agreement between it and the Owner authorising the livery or stable to seek veterinary services at the Owner's cost we shall be entitled to recover all unpaid or disputed costs from the livery or stable.
- 8.2. We reserve the right to ask for a deposit on Registration. If any sums remain unpaid after their due date for payment we may deduct them from the deposit. The remainder of any deposit will be returned to you upon termination of this contract and our services.
- 8.3. We reserve the right to ask for full payment to be made prior to any treatments being carried out or goods being supplied.
- 8.4. All Fees are subject to VAT at the applicable rate. A full Fee breakdown will appear on your invoice.
- 8.5. If you do not make any payment to us when it is due we reserve the right to i) charge interest on the overdue amount at the rate of 5% above the base lending rate of Bank of England per annum from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount; ii) take such action as we consider appropriate to recover our fees which may include engaging third party debt collection agencies to recover the outstanding fees and/or instigating proceedings against you in the County Court. In such cases, any costs levied by the debt collection agency will be added on to the outstanding balance owed by you and/or we will seek to recover any legal expenses from you. Please note that the use of debt collection agencies and County Court Judgements could affect your future credit rating; lii) to exercise a lien and power of sale over your animal (left in our care) for all fees, costs and expenses charged under or in connection to services provided by us. We are entitled to: retain the animal in our possession until full payment is made; and if any such sum remains unpaid (in full or in part) more than 60 days after the date of the invoice we are entitled to dispose of the animal in such manner and at such price as we think fit on the expiry of 21 days' notice to the owner of the animal. Such notice will: be given in writing; be given in person or sent by first-class post to the owner's last known address; state the amount due; and state our intention to dispose of the animal unless the amount due is paid in full by the expiry of the notice period. We will apply the proceeds of any disposal in the following order: (i) payment of disposal costs; (ii) payment of outstanding fees, costs and expenses charged under or in connection with any services we have provided; (iii) payment of any other costs and expenses, including the cost of caring for the animal during its retention pending disposal; and (iv) payment of any remainder to you.
- 8.6. We shall be entitled to suspend the provision of any further goods and/or services until you have paid any outstanding sums in full.

## 9. Credit Check

We may carry out a credit check against you at any time during the term of our contract. To do this, we will seek your prior consent to pass your personal information to credit reference agencies but we will obtain your consent. This will not adversely affect your credit rating. The credit reference agency may check the details you supply to us against any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained. We may share the results of these Identity checks (where required to do so) with our Bank for the purposes of providing our services to you. Please note that any refusal to provide your consent to this credit check may result in our inability to provide services and/or goods to you.

## 10. Our Staff

- 10.1. We are committed to providing a work environment that is free from harassment, bullying, intimidation, violence or abuse and we will not tolerate any behaviour which is contrary to this. If our staff reasonably believe that you are acting in an inappropriate manner we reserve the right to: (i) require you to leave the Practice; (ii) suspend the provision of the Services; (lii) contact the relevant authorities to ensure the safety and security of our staff, other clients, animals and property; and (iv) terminate your Registration in accordance with these Terms;

## 11. Liability

- 11.1. Nothing in this agreement shall limit or exclude either party's liability (a) for death or personal injury caused by their negligence, (b) for fraud or fraudulent misrepresentation; or (c) for any other act, omission, or liability which may not be limited or excluded by law.
- 11.2. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of this agreement or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable.
- 11.3. We only supply products to you for domestic and private use and we will not be liable for business losses.

## 12. Complaints

- 12.1. We pride ourselves on offering a quality service, and take customer complaints seriously. Should we not meet your expectations on any aspect of our service please discuss this in the first instance with the Practice Manager or the consulting Vet as soon as possible. If a satisfactory resolution cannot be reached please forward your complaint in writing to the one of the clinical directors. For a copy of our full complaints procedure please contact the clinic.
- 12.2. If we are unable to resolve your complaint you may complain to: The Royal College of Veterinary Surgeons, Horseferry Road, London. We will co-operate fully with any investigation the RCVS may undertake.

## 13. Data Protection

- 13.1. We take our responsibilities under data protection legislation seriously and have in place policies, procedures and security measures to look after your data. Please see a copy of our privacy policy, available from Practice staff, for full details of what personal data we collect and how we use it.
- 13.2. Client and clinical records, and other similar documents (including, but not limited to, digital imaging results), are and shall remain the property of CVS (UK) Limited. Copies

of clinical records may be passed to another veterinary surgeon on request should you move surgeries.

- 13.3. The care given to your animal may involve making some specific investigations; for example taking radiographs or performing ultrasound scans. Even though we make a charge for carrying out these investigations and interpreting their results, ownership of the resulting record, for example a radiograph, will also remain with us.
- 13.4. As part of our ongoing commitment to the development of the veterinary profession, from time to time the Practice may share anonymized data with research institutions. Please talk to our Practice staff for further information.
- 14. Non-Variation**  
No addition or variance of these terms will be binding unless specifically agreed in writing and signed by us. We reserve the right to amend these Terms and notify you accordingly in writing at least 30 days before the date the new general terms will take effect.
- 15. Authority**  
You warrant that you have all requisite power and authority to enter into and perform this contract and the other documents referred to in it (to which you are a party) in accordance with their respective terms. This means that you may be the Owner or you may be acting as an authorised agent of the owner (such as a livery yard in respect of a horse).
- 16. Assignment**  
16.1. We may transfer this contract to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

16.2. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

**17. Severance**

If any provision or part-provision of the contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the contract.

**18. Entire Agreement**

- 18.1. This contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 18.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

**19. Third party rights**

No one other than a party to this contract shall have any right to enforce any of its terms.

**20. Governing law And Jurisdiction**

This contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales

