

Terms and Conditions – Swale Veterinary Practice Limited

This sets out the terms of business upon which Swale Veterinary Practice will provide veterinary services. By instructing us to perform services, or by purchasing or ordering goods you are making an offer, and you are confirming that you agree to these terms of business. If we accept your instruction, purchase, or order, a legally binding contract is made between you and us.

Our commitment to you

We are committed to providing the best care possible for your animal in a timely manner and to the best of our abilities. We commit to abiding by the rules, regulations and professional standards set out by the Royal College of Veterinary Surgeons.

Fees

All professional fees, consumables and charges for drugs and services are subject to VAT at the current rate. Professional fees are determined by the time spent on a case, the level of intensity of investigation and treatment used, the expertise required and the technical equipment used, in addition to the costs of drugs, materials and consumables used.

We will charge a reasonable fee for completing insurance forms from insurance companies; this fee reflects the time used to complete this paperwork. A standard fee will be charged per insurance claim. Investigation and treatment of accident, illness and injury do not necessarily follow a specific course and therefore costs can vary and may be difficult to predict accurately. Whenever possible we will give you an estimate of the costs (not a quotation) of treatment, but this will only be approximate as variations and complications may arise resulting in further costs incurred. If specifically requested, we will provide you with a written estimate for guidance but often our estimates will be verbal. We will try to keep you informed of any significant changes from the estimate throughout the progress of each case investigation/treatment, however there may be occasions where a decision must be made without prior discussion. By engaging in our services, either in person or via an agent, you agree to pay us all costs and expenses that may be incurred whilst your animal is under our care. Details of our fees are available on request, and a detailed invoice is generated and issued for every consultation, procedure or transaction. Out of hours fees are charged when a veterinary surgeon is called to attend to your animal outside of normal surgery hours (Normal Surgery hours are Monday to Friday 8.30am – 6.00pm and Saturday 8.30am – 12.30pm).

Invoicing and Payment Terms

Unless otherwise agreed, clients will be invoiced at the conclusion of investigations/treatment, and payment in full will be due on receipt of invoice. Treatment for ongoing conditions will be invoiced monthly.

Where the fees are anticipated to exceed £2,000 including VAT (per incident) an invoice may be submitted, and interim payment required. Invoices for in-patients will be generated at the point of discharge and payment will be due immediately. Additional invoices may still be generated after discharge in relation to outstanding investigations (such as laboratory fees). For animals where treatment is to be claimed on an insurance policy, we reserve the right to charge the insurance excess at the point of admission. Additionally, where significant fees are anticipated (for example an emergency

and out of hours admissions), a deposit of £1000 may be requested at the time of admission. This will be discussed with you.

We reserve the right to charge an administration fee of 5% on balances remaining unpaid 60 days after the date of the invoice. Overdue accounts, after due notice to you, will be referred to a debt collection company if satisfactory repayment arrangements have not been agreed with us and all costs incurred will be passed to you. In the event of non-payment, you will be liable for our costs of recovery (including legal fees) and in addition we may refer your account to a debt collection agency, and their fees will also be added to your debt and will be payable by you. If court action is necessary, all associated costs, including legal fees, will be claimed from you and these additional costs are likely to increase significantly your debt to us.

Any cheque which you issue which is returned unpaid, any credit/debit card payment not honoured, and any cash tendered that is found to be counterfeit will result in your account being restored to the original amount together with any fees incurred in the process.

Any credit terms extended to you by Swale Veterinary Practice Limited are discretionary. Failure to comply with payment terms will result in the withdrawal of any such discretionary terms and future work will require payment in full at the time of the appointment.

We require registration details for new clients and payment in full is required at the time of the first appointment/treatment.

Prescriptions are available from this Practice. A fee for a written prescription will be charged and the current rate for this can be obtained by calling reception. All medications and prescriptions must be paid for at time of collection or ordering for postage.

Methods of payment

We can provide you with banking details to enable you to make electronic payment through internet banking. We accept the following methods of payment: Debit card, Cash, Cheques, Visa, Maestro, Switch or Credit card.

Inability to Pay

If for any reason you anticipate being unable to settle your account in full at the time that your animal is discharged from our care, please discuss this matter with us as soon as possible. Please be advised that instalments or part payments of any accounts can only be sanctioned with the express permission of the Director or Practice Manager. Agreement to part payments or payments by instalments will only be made in exceptional circumstances. Late payment surcharges may still be levied onto your account each month until the account is paid off in full.

Disputes

Should you dispute our fees or have questions about your invoice please contact our reception department at the Practice in the first instance. Many concerns can be sorted out quickly.

Any dispute with our fees which is not immediately resolvable must be submitted in writing to the Director or Practice Manager within 3 days of receipt of the invoice. Suspension of the overdue fees process

during a dispute is at the discretion of the Director. Clients are always advised to settle their account on time, and if there is a dispute, ensure that this payment is made without prejudice.

Insurance

It is your responsibility as the policy holder, to ensure that your insurance company settle your account promptly and please be aware that you will be liable for any late payment surcharges on your account. Should the account remain unpaid for more than 90 days, we will ask you for full settlement to prevent any debt recovery action being taken. Regardless of whether the animal is insured, the entire bill remains your responsibility until it is paid in full. A belief or understanding on your part that your insurers will meet some or all our charges will not be a defence in respect of any claim we make against you for non payment. Correspondingly, credit will be given to you in respect of any payment we receive from a third party (including an insurance company) on your behalf in circumstances where the relevant payment is intended to meet or partially meet financial obligations of you to us.

Complaints & Standards

We hope that you never feel the need to complain about the standard of service received from Swale Veterinary Practice Limited. However, if you feel that there is a need to register a complaint, please put this in writing to the Director or Practice Manager.

Please be reminded that we operate a zero-tolerance policy to any abuse towards our team. If you have been reported as abusing (whether verbal or physical) any member of our team, we reserve the right to withdraw our services to you.

Passports

It is a legal requirement that all horses, ponies and donkeys must have a valid passport. This must accompany the animal during transport, and we will ask to check this at the time of admission / examination. You must endorse your passport (normally section IX in an old passport and section II in a new passport) to confirm whether the animal is/is not intended for human consumption. If your animal's passport is presented to us unsigned, we will reserve the right to sign this as not intended for human consumption. This will allow us to treat the animal according to its clinical needs and to ensure that it never enters the human food chain. In exceptional circumstances, where a passport is not available, a detailed record of medicinal products administered to the animal will be retained. You will need to keep a record of this treatment. This information is provided on your invoice.

Confidentiality and Data Protection

We acknowledge that client confidentiality is of the utmost importance. Save as required to perform the agreed services or as required by law, we will not pass any of your personal identifiable details to third parties without your permission (including permission given in these Terms and Conditions).

We use any personal data we collect in accordance with our Privacy Notice. Further information regarding your rights with respect to your Personal Data can also be found in our Privacy Notice which is available on request.

Ownership of records

Case records, x-rays, scans and similar documents are the property of, and will be retained by Swale Veterinary Practice Limited. Even though a charge may be made for carrying out and interpreting the results, ownership of the resulting record (e.g.: an x-ray or ultrasound scan) remains the property of the practice. Any accumulated information may be used for the purposes of clinical research and veterinary education, including publications and presentations at professional or lay-person meetings. Information used for such purposes will be completely anonymised such that no identifying data (client or animal name) will be apparent.

Upon request, copies of records with a summary of the history of your animal(s) will be passed on to another veterinary surgeon taking over the treatment and care of your animal(s).

By registering as a client Swale Veterinary Practice Limited has permission to contact your previous vet(s) for any relevant medical history.

Client Relationship

You will ensure that we have up to date contact details for you and will inform us of any change of ownership of an animal. We will accept instructions from an agent acting on your behalf such as farm manager, trainer, stable manager/owner. We will assume, unless advised in writing by yourself, that they have your authority and are acting in your interest and on your behalf. We cannot accept instructions from anybody under the age of 18 years. It is the client's responsibility to keep their account with us updated with current contact details.

You specifically authorise Swale Veterinary Practice Limited to communicate with others either directly or indirectly involved in the care, management, custody or ownership of the animal in question or its insurance, and to convey to them, as necessary, information which, but for this provision, might be regarded as confidential information as between Swale Veterinary Practice Limited and you.

Further you agree that we are permitted to liaise with others either directly or indirectly involved in the care, management, custody, insurance of or ownership of the animal in question or its insurance with regards to payment or recovery of fees incurred in connection with the animal in question.

If you are acting as an authorised agent for an owner of an animal, (including but not limited to an agent, representative, custodian, referring practice, an insurance company or other third party), you represent, warrant and undertake that you are duly authorised by the owner to engage our services in relation to such animal, provide information and personal data about the owner to us and, to the extent that you lack relevant authority, you hereby undertake to indemnify and keep indemnified Swale Veterinary Practice Limited from and against all consequences of any such want of authority and confirm that you are liable for fees for providing the services you instructed us to provide.

In circumstances where the client of Swale Veterinary Practice Limited is a company or other legal entity which is not one or more human persons, we shall be entitled to pursue the amount owed by such entity against the persons responsible for the day to day management of that entity and to treat such persons as primary obligators in respect of the entity's indebtedness to us.

Any assertion by such contracting party that he/she is not the owner of the relevant animal shall not be a defence in respect of any claim brought against such person by Swale Veterinary Practice Limited.

Consumer Contract Regulations 2013

In the event that you are contracting with us as a consumer, and such contract is not made at the practice premises, you have under the Consumer Contract Regulations 2013 a right to cancel instructions given to us within fourteen (14) working days of receiving these Terms and Conditions, or being advised of these Terms and Conditions.

If you would like us to commence work within the next 14 days, please ensure that you sign these terms and conditions or confirm your instruction in writing (email will suffice). If you wish to terminate your instructions to us within such fourteen (14) day period, then we will discontinue rendering services to you, but you will be responsible for any services we have provided up to and including the date when we received your notice to terminate your instructions.

Termination of Service

You have the right to terminate this agreement at any time.

We retain the right to terminate this agreement if:

- you do not accept our advice
- you fail to pay your account in a timely manner, and we have not agreed to extend credit terms
- we are prohibited by law from doing any further work
- we are concerned about the welfare of the animal
- you are found to be abusing, whether verbal or otherwise any member of our team
- if the relationship between you and us breaks down for any other reason and we cannot resolve this.

On termination of work, we will invoice you for any work already done and we reserve the right to hold your animals' records, x-rays, etc.

Price review

We reserve the right to increase prices for our services on an annual basis as a minimum. This is normally completed in January each year.

Prices for medications, consumables and disposables supplied to you are governed by our supply chain and therefore fluctuate constantly. We reflect changes in the cost of these from our suppliers back to you. Please be assured we do our best to keep our prices as low as we can by the deals we negotiate with our wholesalers.

Images and Recordings

Swale Veterinary Practice Limited does NOT give permission for images (such as photographs and video) to be recorded of the Clinic property, other client's animals at the clinic, Swale Veterinary Practice Limited personnel or any procedure or examination. Our personnel have the right to say that they do not wish to be filmed or photographed. If you have consent to take images, you may not share these images with others, use these for social media or broadcast these in any way.