



## **Cotts Equine Hospital Terms and Conditions of Business**

All of your details and those of your animals are kept on our computer system and are available at the touch of a button. We are registered with the Information Commissioners Office and all records are maintained in line with current Data Protection legislation. Please also find below a copy of our Terms & Conditions which you should read carefully.

All the staff are here to help you – please feel free to ask for any information you require.

Our office hours are Monday – Friday, 8.30a.m. – 5.30 p.m. Emergency cover is provided out of office hours. At these times, please call the hospital as normal and the out of hours emergency service will take your call and get a vet to call you back as soon as possible.

Please be aware all calls are recorded for training and monitoring purposes.

### **TERMS & CONDITIONS OF BUSINESS**

**THESE TERMS AND CONDITIONS COME INTO EFFECT ON 1<sup>st</sup> DECEMBER 2022: THEY APPLY TO ALL WORK CARRIED OUT AFTER THIS DATE. YOUR ACCESSING OF OUR SERVICE INDICATES YOUR UNDERSTANDING, AGREEMENT TO AND ACCEPTANCE OF, THE FULL TERMS AND CONDITIONS HEREIN.**

#### **Our Commitment to You:**

We aim to provide you with a first-class service.

We aim to provide your horse, pony or donkey with the highest standard of treatment and care. We advise you read these Terms & Conditions as they set out how we provide services to you, when we may change them, who to contact if there is a problem or if you are dissatisfied with our service.

#### **Fees:**

All fees, consumables and drug charges are subject to VAT at the current rate. Feed supplements are exempt from tax. Fee levels are determined by the time spent on a case and according to the drugs, materials and consumables used. Details of our fees are available on request and a detailed invoice is provided for every

consultation, procedure or transaction. Estimates can also be provided on request – see below.

**Registration:**

We require all new clients to complete and sign a practice registration form. In doing so, clients confirm in writing that they accept these terms and conditions of business.

**Methods of Payment:**

Your account may be settled using:

- *Cash*
- *Cheque with current banker's card*
- *Credit/Debit card – Switch, Solo, Delta, Mastercard or Visa*
- *BACS (Bank Automated Credit Service)*
- *Paypal*

**Estimates of Treatment Costs:**

We will, upon request, be pleased to provide an estimate as to the probable costs of any treatment, but please bear in mind that any estimate given can only be approximate – often a horse's illness will not follow a conventional course. We will notify you if we need to amend our estimate from time to time. Please ask the team should you require an estimate.

**Settlement Terms:**

Accounts are processed and invoices issued every week and payment is due within 7 days of the invoice date.

All fees include VAT at the current rate.

**Payment Terms:**

It is our policy that new clients need to build up a satisfactory credit record with us and we will require payment at the time of booking for at least the first three appointments.

All routine work, such as vaccinations, dentals and blood tests, must be paid for at the time of booking prior to the appointment.

For fixed price surgeries, payment must be paid upon presentation.

Should credit terms be allowed, you will be allocated an account limit and will be invoiced for further work up to this limit. If the work carried out exceeds the account limit, payment will be required on request.

If our payment terms are not adhered to, we reserve the right to withdraw the credit terms offered. Before undertaking any further work, we will require settlement of any outstanding monies and will expect payment at the time of booking any further appointments.

All invoices must be paid within 7 days of issue. Should payment not be received, the following additional charges will apply:

### **Business Clients**

All invoices/statements not paid within 7 days will incur charges interest and additional fees as laid out in the Late Payment of Commercial Debts (Interest) Act 1998.

### **Non-Business Clients**

All invoices/statements not paid within 7 days will incur the following charges interest and additional administration charges;

Interest: 1.5% per month

Invoice balance less than £100 - £20 administration charge

Invoice balances between £100 and £1000 - £40 administration charge Invoice balances above £1000 - £70 administration charge

We understand that on occasions, unexpectedly large bills can occur. If you find yourself in a difficult situation and need to discuss your account, please contact the accounts department.

Overdue accounts, after due notice to you, will be referred to our Debt Collection Agency or we will make a claim in the County Court if satisfactory repayment arrangements have not been made with ourselves. All costs and fees incurred by the practice in this process will be added to the account.

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

Persistent late payments will result in the need for all fees to be paid, or we will terminate all veterinary services. We will supply you with a list of other practices who may take over your horse's care. We will continue to provide a 24-hour emergency first aid service, as required by the Royal College of Veterinary Surgeons (RCVS) for 7 days following account closure.

### **Reminder Service**

A reminder service for vaccinations is provided following any previous vaccines for those who wish to sign up. Please note, however, that the responsibility for the correct checking of dates lies with the client.

### **Your Right to End the Contract**

**You can always end the contract before the services have been supplied and paid for.**

You may contact us at any time to end the contract for the services, but in some circumstances, we may charge you certain sums for doing so, as described below.

If you are ending the contract for a reason set out at (a) or (b) below the contract will end immediately and we will refund you in full for any services which have not been provided or have not been properly provided. The relevant reasons are:

a) we have told you about an error in the price or description of the services you have ordered and you do not wish to proceed;

b) there is a risk the services may be significantly delayed because of events outside our control; you have a legal right to end the contract because of something we have done wrong.

These terms are governed by English and Welsh law and you can bring legal proceedings in respect of the services in the English and Welsh courts. If you are not ending the contract for one of the reasons set out in (a) or (b) above the contract will end immediately but we may charge you reasonable compensation for the costs we will incur as a result of your ending the contract and for services provided until the point of termination.

#### **We are not liable for business losses.**

We only supply the services for domestic and private use. If you use the services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

#### **Prescriptions**

Prescriptions are provided at the discretion of our veterinary surgeons. A prescription will only be provided to an animal currently under the care of the practice or one which one of our veterinary surgeons have seen in the 6 months prior to the prescription request, following an examination. Prescriptions will incur an additional fee to the fee for services outlined above. Medication prescribed will be supplied for administration to the animal within 24 hours of the prescription being issued.

#### **Notification of Queries and Complaints Regarding Invoices:**

Cotts Equine Ltd are committed to providing high quality service and client care. We will attempt to resolve all complaints informally in the first instance. If, however, you are still unhappy with the standard of care provided to your animal and wish to make a complaint then such complaint must be made in writing within 14 days of the date on which your animal was treated. We will investigate all complaints thoroughly and attempt to provide you with a substantive response within 14 days.

If your complaint relates to an invoice received, the complaint must be made in writing within 7 days of the date of the invoice. We will endeavour to provide a substantive answer to your complaint within 14 days. The amount we determine is due as payment will subsequently be due within 14 days of you receiving our decision.

#### **Equine Health Insurance:**

Cotts Equine Ltd supports the principle of insuring your horse or pony against unexpected illness or accidents. Please be aware that it is your responsibility that your account is settled with us in a timely fashion. This may entail you reclaiming the fees from your Insurance Company. Cotts Equine Ltd has the option of claiming fees directly from the insurance company, at the discretion of the Directors.

### **Equine Care Plan**

You may choose to become a member of our Equine Care Plan, separate terms and conditions will be provided to upon your becoming a member of that scheme.

### **Feedback:**

We are always pleased to receive feedback on the service we provide.

### **Ownership of Records:**

Case records, x-rays and similar documents are the property of, and will be retained by Cotts Equine Ltd. Even though a charge may be made for carrying out the investigations and interpreting the results, ownership of the resulting record e.g. an x-ray or ultrasound scan remains the property of the practice. Upon request, copies of records with a summary of the history of your horse will be passed to another Veterinary Surgeon taking over your horses care and treatment.

### **Variations in Terms and Conditions of Business:**

No addition or variation of these conditions will bind the practice unless specifically agreed in writing by the Cotts Equine Ltd Directors. We reserve the right to make minor changes to these terms and conditions from time to time to reflect changes in legislation or to include minor technical adjustments and improvements. We will notify you at no cost to you if we propose to make any major changes to the terms and conditions. Additionally, no agent or person employed by, or under contract with the Practice has the authority to later or vary these terms and conditions in anyway.

### **Law**

In the event of a default of this Agreement, these Terms and Conditions of trading shall be governed by the law of England and Wales. **THIS AGREEMENT IS IN ADDITION TO YOUR STATUTORY RIGHTS**

### **Delay**

We are not responsible for delays outside our control, we will contact you as soon as possible to inform you of the delay and will ensure we take steps to minimise the effect of the delay.

### **How we may use your personal information**

How we will use your personal information. We will use the personal information you provide to us to:

a) provide the services outlined in these terms and conditions;

- b) process your payment for such services; and
- c) if you agreed to this on the animal information questionnaire, to inform you about similar products that we provide, but you may stop receiving these communications at any time by contacting us.

**We will with your agreement pass your personal information to credit reference agencies.** Where we extend credit to you for the services, we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

**We will only give your personal information to other third parties where the law either requires or allows us to do so** and we are committed to complying with existing data protection law