

Terms and Conditions of Business

We, Avonvale Veterinary Practice Limited ("**AVP**") aim to provide the highest standards of Veterinary care. These are the terms on which we, AVP supply Veterinary Services and related Products (Veterinary Services and Products) to you in accordance with the Veterinary Medicines Directorate.

These Terms and Conditions shall apply to all supplies of Veterinary Services and Products by us to you to the exclusion of all other terms and conditions. Please note that some aspects of these Terms may not be relevant to you and we suggest you ask for further clarification from us if required.

1. Definitions:

AVP or We means Avonvale Veterinary Practice Limited of The Churns, Holm Farm Drive, Upton, Banbury OX15 6HU

Products means all items supplied by us whether or not in conjunction with the Veterinary Services

Veterinary Services means the services supplied by AVP via its principals/servants and agents in connection with attendances, diagnoses and treatment relating to [horses] owned by you or in your care including all ancillary services relating to the same.

You means you, the Client whether an individual, Company or other organisation acting directly or via an agent

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 judgment of the Veterinary Surgeon providing the Veterinary Services or other AVP staff, 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 the Veterinary Surgeon responsible for providing the Veterinary Services will discuss any increased fees with you before any further procedures are undertaken (save in the event of an emergency and at the professional discretion of the relevant Veterinary Surgeon acting in the best interest of your Horse).
- 2.4 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.
- 2.5 Veterinary Services shall be supplied during our normal business hours. At our discretion we may arrange for Veterinary Services to be supplied at various locations and at other times. In an emergency a Veterinary Surgeon will see you outside these opening hours, but this service will carry an extra charge.
- 2.6 We reserve the right to decline to supply Veterinary Services at our discretion. You are free at all times at your 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. Supply of Products

- 3.1 You acknowledge and agree that all Products must only be used in accordance with the instructions supplied with them or issued orally by the Veterinary Surgeon providing the Veterinary Services or other of our staff. If you have any questions or concerns regarding the use of any product, you should consult the Veterinary Surgeon providing the Veterinary Services or other of our staff for clarification.
- 3.2 Any Products supplied by us shall be of satisfactory quality, fit for purpose expressly agreed by the Veterinary Surgeon providing the Veterinary Services or other of our staff and shall comply with any description given. All other warranties, expressed or implied, are hereby excluded.

4. Payment

- 4.1 All Veterinary Services and Products provided by us shall be charged to you in accordance with our then current price list, a copy of which is available on request and which is subject to change without notice. If you have any questions as regards the level of charge that will be incurred you should consult the Veterinary Surgeon in charge of your Horse's treatment or their staff for clarification.
- 4.2 Our normal practice is for payment to be made by you at the time the Veterinary Services or Products are supplied, either at the end of the consultation, the discharge of your Horse or upon collection of the Products. All invoices must be settled in full on receipt of the invoice. 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 may 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.
- 4.3 We 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. 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.
- 4.4 We may refer overdue accounts to our Credit Control Team, Solicitors or other Debt Collection Agency.
- 4.5 In the event that any invoice or other sum owed is not paid when due then, without prejudice to any other remedies available to us:-
 - 4.5.1 a £10.00 surcharge may be in our discretion added to outstanding accounts every 30 days for which the debt remains unpaid. In order to recover fees incurred via debt collection other reasonable fees may be added to recover costs incurred as they arise.
 - 4.5.2 We may issue notice to you that no further Veterinary Services and/or Products will be supplied to you.
- 4.6 All prices quoted are subject to Value Added Tax which will also be payable by you in addition.
- 4.7 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 Horse.

- 4.8 We accept cash, credit or debit card, bank transfer and direct debit. Please note we do not accept American Express and Diners Club. Our Bank details are:
[Sort Code – 40 43 19] [Account - 11672177] [Ref: Your client number]

5. Liability

- 5.1 We carry professional indemnity insurance in the sum of £3,000,000 ("**Insured sum**") for any single claim. We supply Veterinary Services and Products to you on the condition that our liability for any loss, claim, cost or expense arising out of such supply shall not exceed and shall be limited to a maximum of the Insured Sum.
- 5.2 If you wish to assume a level of liability greater than the Insured Sum then we shall so agree on condition that:-
- 5.2.1 you so request in writing; and
- 5.2.2 we are able to obtain insurance cover for said higher level of liability; and
- 5.2.3 you pay in advance to us the additional premium incurred by us in respect of the additional cover.
- 5.3 Nothing in these Terms and Conditions shall:-
- 5.3.1 exclude or limit our liability for death or personal injury caused to a human being;
- 5.3.2 render you 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.

6. Complaints

- 6.1 It is our intention that all our Clients should be satisfied with the Veterinary Services and any Products supplied. In the event that you are dissatisfied with any aspect of the Veterinary Services or Products supplied by us or its staff, in the first instance you should contact the Practice Manager to discuss your concerns who shall endeavour to address any issues arising.
- 6.2 If you remain dissatisfied, then please refer to our Complaints Policy, we can provide you with further details at the Practice or on our website.

7. Horse Insurance

- 7.1 We advocate insurance, 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. Animal Passports

- 8.1 All horses, ponies, donkeys and mules must have Horse Passports which should be available to our Veterinary staff. We recommend that Passports are signed by the owner to confirm that the animal is not for human consumption. If a Passport is not available, a detailed record of medicinal Products must be retained.

9. Medication

- 9.1 In certain cases, we may decide that the best treatment for your animal involves prescribing medication outside the data sheet recommendations ("Off label") or a specifically prepared unauthorised medicine, or a medicine imported from another country under a Special Import Certificate. In accepting the treatment of your animal by us, you accept that there may be risks and side effects associated with treatment.
- 9.2 We do not give credit for return on medication, even if unopened and unused, as we are unable to monitor the storage and security of items once they have been dispensed.

10. Data Protection

- 10.1 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; and
- 10.1.3 inform you about the Veterinary Services and Products which we or selected third parties provide, but you may stop receiving these at any time by contacting us.
- 10.2 We will not divulge your personal information to other agencies except for debt collection purposes.

11. Miscellaneous

- 11.1 No alteration may be made to these Terms and Conditions without our express written consent. We may update or amend these Terms and Conditions at any time by placing a notice to that effect in our premises. You accept and confirm by entering into this Agreement that you accept such amendments and alterations.
- 11.2 The care given to your [horse] may involve making some specific investigations, for example taking radiographs or performing ultrasound evaluations. Case records including images and ultrasound scans images are the property of, and shall be retained by us. We may make a charge for investigations and interpreting the results but the ownership of all records remains with us. Copies with a summary of the history of any [horse] can be passed to another Veterinary Surgeon taking over a case on written request to us upon settlement in full of all sums due to us in respect of such treatment by us.
- 11.3 When you request a repeat prescription for your Horse we can only supply the medication if:-
- 11.3.1 the Veterinary Surgeon caring for your Horse has authorised the repeat prescription;
- 11.3.2 your Horse has been seen by one of our Veterinary Surgeons within the last three to six months (depending on the opinion of the Veterinary Surgeon treating your Horse)
- There will be a charge for such repeat prescription to cover the time, responsibility and professional insurance costs involved.
- 11.4 These Terms and Conditions shall be governed by English Law and we and you submit to the exclusive jurisdiction of the English Courts, without prejudice to our right to seek recovery of any sum due by you before any Court of competent Jurisdictions.