

Terms and Conditions of Business

We, Independent Vetcare Limited (www.independentvetcare.co.uk), aim to provide the highest standards of veterinary care. These are the terms on which we, Independent Vetcare Limited (trading as Pengelly and Mizen Veterinary Surgeons (<http://www.pengellyandmizen.co.uk>), My Family Vets (www.myfamilyvets.co.uk) and The Pet Health Club (www.thepethealthclub.co.uk)) supply veterinary services and related products to you in accordance with the Veterinary Medicines Directorate (www.gov.uk/government/organisations/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. Supply of Veterinary Services

- 1.1 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.
- 1.2 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 or other IVC staff, without first agreeing a treatment plan.
- 1.3 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 pet).
- 1.4 We will endeavour to provide veterinary services in accordance with reasonable standards denoted by the RCVS guidelines for practice standards (www.rcvs.org.uk) and the professional conduct of veterinary surgeons and veterinary nurses. All Veterinary Services shall be supplied in accordance with normal professional standards.
- 1.5 Veterinary Services shall be supplied during our normal business hours (these may change from time to time, the current opening hours of Pengelly & Mizen Veterinary Surgeons can be found on our website at <http://www.pengellyandmizen.co.uk>). 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.
- 1.6 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.

2. Supply of Products

- 2.1 In the event of any defect or failure in any Product our liability to you shall be restricted to replacing the Product or refunding the price paid by you for the Product.
- 2.2 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.
- 2.3 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.

- 2.4 If medicines are dispensed online we recommend our online partner Pet Drugs Online (www.petdrugsonline.co.uk) who are part of the Accredited Internet Retailer Scheme (<http://www.vmd.defra.gov.uk/InternetRetailers/accredite-d-retailers.aspx>). This is to ensure your pet's medicine has been safely and appropriately stored, dispensed and delivered.

3. Payment

- 3.1 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 question as regards the level of charge that will be incurred you should consult the Veterinary Surgeon in charge of your pet's treatment or his staff for clarification.
 - 3.2 Our normal practice is for payment to be made by you 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 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.
 - 3.3 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.
 - 3.4 We may refer overdue accounts to our debt collection agency.
 - 3.5 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:
 - 3.5.1 a 2.5% surcharge is added to outstanding accounts over 60 days and every 30 days thereafter. In order to recover fees incurred by debt collection other reasonable fees may be added to recover costs incurred as they arise;
 - 3.5.2 we may charge an additional fee in respect of administrative costs incurred; and
 - 3.5.3 we may issue notice to you that no further Veterinary Services and/or Products will be supplied to you.
 - 3.6 All prices quoted are quoted inclusive of value added tax or other indirect taxes, duties or levies which shall be added as appropriate.
 - 3.7 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 pet.
- ## 4. Liability
- 4.1 We carry professional indemnity insurance in the sum of £250,000.00 ("**Insured Sum**") for any single claim. We supply

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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.

4.2 If you wish us to assume a level of liability greater than the Insured Sum then we shall so agree on condition that:

4.2.1 you so request in writing; and

4.2.2 we are able to obtain insurance cover for said higher level of liability; and

4.2.3 the you pay in advance to us the additional premium incurred by us in respect of the additional cover.

4.3 Nothing in these terms and conditions shall:

4.3.1 exclude or limit our liability for death or personal injury caused to a human being;

4.3.2 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.

5. Complaints

5.1 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 Clinical Director or Practice Manager to discuss your concerns who shall endeavour to address any issues arising.

5.2 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.

6. Pet Insurance

6.1 We may advocate pet 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.

7. Data Protection

7.1 We will use the personal information you provide to us to:

7.1.1 provide the Veterinary Services and Products;

7.1.2 process your payments for the Veterinary Services and Products; and

7.1.3 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.

7.2 We will not divulge your personal information to other agencies except for debt collection purposes.

8. Miscellaneous

8.1 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.

8.2 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 complaint court.

8.3 The care given to your pet may involve making some specific investigations, for example taking radiographs or performing ultrasound or MRI scans. Case records including x-rays and ultrasound or MRI scans are the property of, and shall be retained by, us. Copies with a summary of the history of any patient can be passed to another veterinary surgeon taking over a case, on written request to us and upon settlement in full of all sums due to us in respect of such patient's treatment by us.

8.4 When you request a repeat prescription for your pet we can only supply the medication if:

8.4.1 the Veterinary Surgeon caring for your pet has authorised the repeat prescription;

8.4.2 your pet has been seen by one of our Veterinary surgeons within the last 3 to 6 months (depending on the opinion of the veterinary surgeon treating your pet)

There will be a charge for such repeat prescription to cover the time, responsibility and professional insurance costs involved.

8.5 We are a company registered in England and Wales. Our company registration number is 07746795 and our registered office is at Station House East, Ashley Avenue, Bath, BA1 3DS. Our registered VAT number is 115 1416 58. If you have any questions please contact us. You can contact us by writing to us at Independent Vetcare Limited, Station House East, Ashley Avenue, Bath, BA1 3DS, or telephone 01225 481520, or by emailing us at contact@independentvetcare.co.uk.