

THE  
HARROGATE  
• *Vet* •

TERMS & CONDITIONS

# TERMS & CONDITIONS

The Harrogate Vet Ltd. Is registered in England and Wales with registration number 11333183. The registered office is The Harrogate Vet, 65 Leeds Road, Harrogate, HG2 8BE.

This document sets out the terms of the contract established between The Harrogate Vet Ltd. and yourself which comes into being when you register your animal with our veterinary practice or ask us to provide veterinary services.

Should you have any queries regarding any aspect of these terms of business please do not hesitate to ask us for further clarification.

## Our Services

The Practice conforms to the Royal College of Veterinary Surgeons ("RCVS") Practice Standards and all of our veterinary surgeons and veterinary nurses ("Veterinary Staff") are subject to the RCVS Code of Professional Conduct.

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.

## Consent

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 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 consent.

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.

## Prescriptions

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 where immediate treatment is necessary.

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.

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.

## Estimates

Estimates are provided verbally either at the time of booking the appointment or during the consultation itself. Written estimates are available on request. All estimates given are only approximate, and the final fee could be higher or lower than this estimate depending on complications during treatment and patient response to treatment. We will endeavour to contact you as soon as we have reason to believe that the costs could be significantly higher than the estimate.

## Fees

All fees for services and prices for goods (including food, accessories and drugs) are subject to VAT at the applicable rate (currently 20% for standard-rated items). Prices for goods are as marked or notified at the point of purchase. A full fee breakdown will appear on your invoice.

Fees for services include our professional 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. Professional fees vary according to the time spent on a case, and the level of expertise required of the staff looking after your animal.

## Payment

You must pay for all goods (including drugs) at the point of purchase.

You must pay for all services as they are received. You will be advised exactly when payments are due depending upon the nature of the services that we provide to you but you should expect to make payments at the end of each consultation and upon the discharge of your pet from our care. In the event that your pet is hospitalised we may require part payment in advance of any period of hospitalisation and/or stage payments for longer periods of hospitalisation. If your pet is hospitalised we will try to phone you each day to discuss the progress of your animal and the fees incurred once the veterinary surgeon has completed their morning rounds.

Payment is accepted by cash, debit/ credit card, or BACS transfer. Please note that if a pet is registered with our practice we will assume that any person other than the registered pet owner who may bring the pet in for treatment is duly authorised by the registered pet owner to seek treatment for the pet and to incur costs for which the registered pet owner will be liable. Where a pet is not registered with our practice we will assume that the individual requesting treatment accepts liability for all costs incurred.

If you become unable to pay your account according to the standard terms, this must be discussed with the veterinary practice as soon as possible.

If you do not pay your invoice when it falls due we shall 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 the county court could affect your future credit rating.

We shall be entitled to suspend the provision of any further goods and/or services until you have paid any outstanding sums in full. Where we consider it appropriate to do so we may require payment on account before goods and/or services are provided.

## **Liability**

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.

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.

We only supply products to you for domestic and private use and we will not be liable for business losses.

## **Data Protection**

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.

Client and clinical records, and other similar documents (including, but not limited to, digital imaging results), are and shall remain the property of the Company. Copies of clinical records may be passed to another veterinary surgeon on request should you move surgeries.

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.

As part of our ongoing commitment to the development of the veterinary profession, from time to time the Practice may share anonymised data with research institutions. Please talk to our Practice staff for further information.

## **Complaints**

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 let us know at the time where possible.

Alternatively, should you wish to raise a formal complaint, we ask that you contact the practice in person, by telephone or in writing within three months of the complaint event. The clinical director will then investigate your complaint thoroughly.

## **Insurance**

We strongly support the principle of insuring your pet against unexpected illness or accidents. Subject to satisfactory insurance, the practice can, at the client's request, submit a claim directly to the insurer. In such cases, the client must pay the excess and any excluded amounts at the end of the consultation or upon demand and, in the event that a claim is refused by the insurers, will remain liable for our fees. In the event that an insurer fails to acknowledge our claim or respond to communications from us within 30 days we will treat this as a refused claim and seek to recover the full cost from you. You may, of course, seek to recover the costs directly from your insurer should this occur. The practice does not make any charge for this service.

You must advise us prior to any treatment if you wish us to submit a claim to your insurer in respect of our fees and complete an Insurance Claim Declaration. If you do not advise us in advance that you wish to submit a claim directly to your insurer you will be liable to pay our fees as they become due and may then seek to recoup the cost from your insurer yourself.

## **Home visits**

In most cases your pet will receive better treatment if it is brought into the surgery where we have the equipment, facilities and staff necessary to treat them. However, there are some cases when it may be preferable to provide treatment at your home. We endeavour to come out to your home at your convenience but we ask that you call the surgery in the morning so we can arrange this around other duties. There is an additional charge for a home visit. You will be provided with an estimate of fees when calling to book a visit.

## **Out of hours care and hospitalisation**

We have provisions in place to provide emergency care for outside normal surgery hours. In circumstances where this is provided by a third party operating from our premises, any fees incurred during the out of hours times will be payable directly to that third party. Further details concerning the precise arrangements for emergency service are available in the practice.