

THE
HARROGATE
• *Vet* •

TERMS & CONDITIONS

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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.

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OUR PRIVACY POLICY

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Privacy Policy

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. When you register with the Practice, request treatment for your animal, contact the practice by email, telephone or in writing we will collect and process personal information ("Personal Information") about you.

We understand the importance of looking after the Personal Information that you provide and this policy ("Privacy Policy") sets out what Personal Information we collect, why we need to collect it, how we will use it and how long we will store it for.

How we will use your personal information

We will process your Personal Information insofar as it is necessary for the performance of our contract with you to provide veterinary services. This will involve using your Personal Information to provide you with our products and services and to send you information related to the services we provide to you including appointment, vaccination and treatment reminders ("Service Communications"). You can choose how you would like to receive these communications by post, email or SMS. Please talk to one of our members of staff if you would like to change how you receive Service Communications.

What personal information do we collect and why?

Name – So that We can identify You and personalise our communications with You.

Address – So that We can identify You, register your animal with our practice send reminders, correspondence and information about our services directly to you and to send information about local animal health issues.

Email address – So that we can contact you about your Animal, send reminders about your appointments, vaccinations, flea or worming treatments and or correspondence about our service and animal health issues.

Mobile number – So that we can contact you about your Animal, send reminders about your appointments, vaccinations, flea or worming treatments and or correspondence about our service and animal health issues.

Telephone number – So that we can contact you about your Animal.

Location information (such as postcode) – So that we can inform you about any animal health concerns we are aware of in your area.

Bank, debit or credit card details – So that we can receive payment for the services we provide if applicable.

Insurance policy number – So that we can communicate with your animal insurance provider if applicable.

Please remember to let Practice staff know if any of the above information changes as soon as possible so that we have up to date records. Our staff will ask you to confirm your records are up to date on a regular basis.

Marketing

In addition to our contractual services, we would like to process your Personal Information with your consent to send you information about other products and services available from the Practice or CVS. You will be asked for your consent when you register with the Practice and we will refresh your consent on a regular basis. You can change your mind at any time and unsubscribe or subscribe by talking to staff in our practice, by telephone or by email.

Data retention

We will keep your Personal Information for as long as you are a client of our Practice and thereafter for as long as any legal claim may be made against the Practice or our colleagues and for as long as is required to comply with our legal and regulatory requirements including to the HMRC and Royal College of Veterinary Surgeons.

Sharing your information

We are required to share your Personal Information in certain circumstances to ensure that we are able to provide you with services, obtain payment or correspond with your insurance provider. In each case we will only share the data necessary for the purpose and it will only be in relation to the specified purpose. Each third party is required to have in place comparable data security measures and to be fully compliant with the terms of the General Data Protection Regulations.

Who do we share information with and why?

Referral practices

When we refer an animal to a referral hospital or specialist, we need to share relevant information to arrange appointments, test, treatments and services.

Information do we share:

Your name.

Your address.

Your email address.

Mobile number.

Telephone number.

Laboratories and Animal Crematorium

So that we can arrange tests, treatments and services and obtain results on your behalf.

Information do we share:

Your name.

Your address.

Your insurer

So that we can obtain permission to perform certain investigations and treatments at their expense. To arrange payment for investigations and treatments provided.

Information do we share:

Insurance policy number.

Your name.

Your address.

Banks and payment service providers

So that we can deal with payments for the appointments, services, treatments and goods provided.

To make refunds.

Information do we share:

Your name.

Your account details.

Your address.

Credit reference and fraud prevention agencies

We may share your personal information with and obtain information about you from credit reference agencies or fraud prevention agencies.

Information do we share:

Your name.

Your address.

Debt collection agencies

If you fall behind with payments for the services we provide, we may engage a debt collection agency to recover the debt on our behalf.

Information do we share:

Your name.

Your address.

Your outstanding balance.

Email providers, printers and mailing houses

So that we can send you reminders, administrative information relating to the way we provide services to you, information about animal health issues relevant to you and marketing communications if you have consented to receiving them.

Information do we share:

Your name.

Your address.

Your email address.

Law enforcement agencies

If we receive a request in writing from a law enforcement agency, we may be required to provide your personal information.

Information do we share:

Your name.

Your address.

Your email address.

Mobile number.

Telephone number.

Location information.

Bank, debit or credit card details.

Insurance policy number.

Moving practice

If you decide to move to a new practice we will provide a copy of your animals' records to the new practice when requested. If you do not want your records transferred, please speak to a member of the Practice staff.

Information do we share:

Your name.

Your address.

Your email address.

Mobile number.

Telephone number.

Save as set out above, we will not sell, lease or transfer your personal information to any other person or company without your prior consent.

Keeping your data secure

We recognise the importance of keeping your personal data safe and we have in place security measures and policies to prevent personal data from being lost, used or accessed without our permission. We limit access to your Personal Information to those who have a genuine business need to know it. Those processing your information will do so only in an authorised manner and are subject to a duty of confidentiality.

We also have procedures in place to deal with any suspected data security breach. We will notify you and any applicable regulator of a suspected data security breach where we are legally required to do so.

Your rights

The General Data Protection Regulation grants all data subjects the following rights without charge. These include the right to:

- Fair processing of information and transparency over how we use your use Personal Information;
- Access your Personal Information and to certain other supplementary information that this Privacy Notice is already designed to address;
- Require us to correct any mistakes in your information which we hold;
- Require the erasure of Personal Information concerning you in certain situations;
- Receive the Personal Information concerning you which you have provided to us, in a structured, commonly used and machine-readable format and have the right to transmit those data to a third party in certain situations;
- Object at any time to processing of Personal Information concerning you for direct marketing;
- Object to decisions being taken by automated means which produce legal effects concerning you or similarly significantly affect you;
- Object in certain other situations to our continued processing of your Personal Information;
- Otherwise restrict our processing of your Personal Information in certain circumstances.

For further information on each of those rights, including the circumstances in which they apply, see the Guidance from the UK Information Commissioner's Office (ICO) on individuals' rights under the General Data Protection Regulation.

If you would like to exercise any of your rights, please contact us. In order for us to deal with your request efficiently, please provide:

- Sufficient information to allow us to identify you;
- Evidence of your identity and your address (for example, a copy of your driving licence or passport);
- As much information about your request including, if applicable, dates, specific documents or animal names.

We will keep our privacy policy under regular review and we publish any updates in practice or on this website. This privacy policy was last updated on 6th December 2018.

How to contact us

Please contact us if you have any questions about our privacy policy or the information we hold about you.

By email: info@theharrogatevet.co.uk

Or write to us at 65 Leeds Road, Harrogate, North Yorkshire, HG2 8BE.