# **Terms and Conditions**



This document sets out our terms and conditions of business. As we are a mixed practice, some aspects of the terms may not be relevant to you, please ask for further explanation or clarification if you need it. By accepting our services and/or purchasing goods from us you are contractually agreeing to Spire Vets Ltd.'s terms and conditions of business as set out below.

#### **Fees**

VAT is charged at the prevailing rate on all fees, diets and drugs.

Charges are determined according to the drugs, materials, consumables and diets used, together with the type of work undertaken and time required.

You will receive a detailed fee note for every consultation, surgical procedure or transaction with us.

A list of our more common fees is available on our website <a href="https://www.spirevets.co.uk">www.spirevets.co.uk</a>.

Out-of-hours fees are charged when a veterinary surgeon is called to attend to your animal(s) outside of the normal surgery hours. Normal surgery hours are shown on our website.

Sometimes we may incur costs on your behalf, such as tests performed at specialist laboratories and these will be invoiced to you at a later date.

In giving instructions, either in person or by your agent, for an animal to be treated, you will be responsible for our charges. We cannot accept instructions from anybody under the age of 18 years. It is the client's responsibility to keep their account updated with current contact details.

### Methods of payment

Accounts are due for settlement at the end of consultation, on the discharge of your pet, on collection of drugs/diets and on receipt of test results.

You may settle your account using the following:

cash or BACS/FPS, credit/debit Card - Switch, Solo, Mastercard, Visa, Delta (not Amex).

Credit accounts are only available by prior agreement.

### Estimate of treatment costs

We will happily provide a written estimate as to the probable costs of a course of treatment, should this be required.

Please bear in mind that any estimate given can only be approximate. A pet's illness may not follow a conventional course and your pet's welfare is our primary concern. We will endeavour to update you of unforeseen costs where possible.

### Settlement terms

Accounts are due for settlement at the end of the consultation or treatment, or on collection of drugs or other goods. Should an account not be settled within 14 days, a reminder will be sent with an additional fee in respect of administrative costs incurred.

Interest will be added to overdue accounts at the rate of 8% over base lending rate.

Should it be necessary for further reminders to be sent, further charges will be incurred.

After due notice to you, the client, overdue accounts will be referred to our debt collection agency or solicitors and further charges will be levied in respect of costs incurred in collecting the debt, such as: production of reports; calls; home visits, etc.; court fees.

Any cheque returned by our bank as unpaid, any credit card payment not honoured, and any cash tendered that is found to be counterfeit will result in the account being restored to the original sum, with further charges being added in respect of bank charges and administrative costs, together with interest on the principal sum.

Credit accounts are only available by prior agreement. Payment of invoices is due within 28 days of the date of invoice. Failure to comply with our payment terms my result in the withdrawal of credit facilities with the practice. All treatments will then have to be paid for at the time of supply of goods and services.

### **Disputes**

Any dispute with fees/services presented must be put in writing the to the Practice Manager within 3 days of receiving the invoice. Where any dispute is not proven and as a result the payment is late, then the overdue accounts procedure will take effect. Therefore, clients are always advised to settle their account on time, and if there is a dispute this payment is made without prejudice.

## Inability to pay

If for any reason you are unable to settle your account as specified, we ask you to discuss the matter as soon as possible with a member of staff.

Please note that instalments or part payments of accounts may only be sanctioned with the express written permission of the Practice Owner, or the Practice Manager, on a case-by-case basis.

## **New clients**

We accept new clients, who have completed our registration form. Details, including relevant medical history, will be obtained from your previous attending veterinary surgeon.

### Pet health insurance

We strongly support the principle of insuring your pet against unexpected illness or accidents. Please ask for details about insurance from any member of staff.

Please note that it is your responsibility to settle our account and then reclaim the fees from your insurance company.

## Termination of service

You can ask us to stop treatment of your animal(s) at any time. Veterinary care may be withdrawn at our discretion, but you would always be notified directly should this be the case.

We can stop treatment if you do not accept our advice, fail to pay your account or if we are prohibited by law from doing any further work. On termination of work we will

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invoice you for any work already done and we reserve the right to hold your animal(s) records, x-rays, etc.

### **Medication and prescriptions**

Prescriptions are available from this Practice. There is a fee for a written which is on our website. You may obtain Prescription Only Medicines, category V (POM-V) from your veterinary surgeon or ask for a prescription and obtain these from another veterinary surgeon or pharmacy.

Your veterinary surgeon may only prescribe POM-Vs for animals under his/her care. A prescription may not be appropriate if your pet is an in-patient or immediate treatment is necessary. You will be informed, on request, of the price of any medication that may be prescribed for your animal(s). We can only prescribe medications to animals that are registered with our practice and that have already been treated and/or inspected by one of the practice's veterinary surgeons.

To comply with Royal College of Veterinary Surgeons' regulations we cannot supply medication or a prescription without first seeing the animal. The policy of this practice is to re-assess any animal requiring repeat prescriptions every six months and you will be charged the normal consultation fee plus any call-out charge if appropriate.

We ask you to give us one working days' notice when ordering repeat prescription medications. All drugs must be approved by one of the veterinary surgeons before our reception staff are authorised to issue them to you and in some cases, we may have to order the drugs into stock so please do allow enough time.

## Complaints and standards

We hope you never feel the need to complain about the standards of our service. But should there be something you wish to complain about, please direct your written comments in the first instance to the Practice Manager.

## Ownership of records

Case records and similar documents are the property of, and shall be retained by, the practice.

Copies with a summary of the history will be passed, on request, to another veterinary surgeon taking over the case.

## Ownership of radiographs and similar records

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 the results, ownership of the resulting record, for example a radiograph, remains the property of the practice.

### **Out-of-hours service**

The practice operates an out-of-hours service for its registered clients in emergencies.

The out-of-hours service can be accessed by telephoning the practice to obtain contact details for the duty veterinary surgeon. Out-of-hours small animal emergency cases are seen at the practice premises and you will be expected to transport your animal to the practice for treatment.

### Variations in terms of trading

No addition or variation of these conditions will bind the practice unless it is specifically agreed in writing and signed by the Practice Owner.

No agent or person employed by, or under contract with, the practice has the authority to alter or vary these conditions in any way.

## Applicable law

These terms are governed by, and constructed in accordance with, English law. The Courts of England will have exclusive jurisdiction in relation to any claim, dispute or difference concerning these terms and any matter arising from it. Each party irrevocably waives any right it may have to object to any action being brought in these courts, to claim that the action has been bought in an inappropriate forum, or to claim that those courts do not have jurisdiction.

If any provision in these standard terms of business, or its application, is found to be invalid, illegal or otherwise unenforceable in any respect, the validity, legality or enforceability of any other provision shall not in any way be affected or impaired.

## **Data Protection Act**

We may obtain, use, process and disclose personal data about you in order that we may discharge our duties as your veterinary surgeon under these standard terms of business, and for other related purposes including updating and enhancing client records, analysis for management purposes and statutory returns, crime prevention and legal and regulatory compliance. You have a right of access, under data protection legislation, to the personal data that we hold about you. We confirm that when processing data on your behalf we will comply with the Data Protection Act 1998. For the purposes of the Data Protection Act 1998, the Data Controller in relation to personal data supplied about you is the Practice Manager.