

## TERMS AND CONDITIONS

### 1 INTERPRETATION

- 1.1 In these Conditions:  
 "CONTRACT" means the contract for the provision of the Veterinary Services;  
 "OUR CHARGES" means the charges shown in Our brochure or other published literature relating to the Veterinary Services from time to time;  
 "PET" means the pet animal that You register with Us for receipt of Veterinary Services;  
 "VETERINARY SERVICES" means the services to be provided by Us for the health and well-being of the Pet as required from time to time;  
 "WE/US/OUR" and similar expressions means The Cromwell Veterinary Group Ltd of 36 St John's Street, Huntingdon, PE29 3DG together with all other branches and surgeries from time to time;  
 "YOU/YOUR" means the client who has registered with Us for the provision of Veterinary Services in respect of the Pet in accordance with these Terms;  
 "WRITING" and similar expressions includes legible facsimile transmission, but not electronic mail.
- 1.2 The headings in these Terms are for convenience only and shall not affect their interpretation.

### 2 THE VETERINARY SERVICES

- 2.1 Where You require Us to provide Veterinary Services in respect of Your Pet, We will require You to register Your Pet.
- 2.2 We will notify You from time to time when the Pet requires routine treatment and You will be invited to make an appointment for that treatment.
- 2.3 Details of opening hours of each of Our premises may vary from time to time and are available upon request.
- 2.4 Where the Pet requires treatment in between routine treatments, You are required to contact Us to arrange an appointment.
- 2.5 Appointments will be made dependent on the clinical urgency and availability of veterinary surgeons.
- 2.6 We will use all reasonable endeavours to keep to appointment times, but You accept that emergency cases may arise which will take priority over routine or non-emergency cases.
- 2.7 You accept that by making an appointment You will incur a consultation fee for that appointment and that the cost of any additional treatment will be discussed between You and the veterinary surgeon at the appointment.
- 2.8 We shall provide the Veterinary Services to You subject to these Terms. Any changes or additions to the Veterinary Services or these Terms must be agreed in Writing by Us.
- 2.9 Further details about the Veterinary Services, and advice or recommendations about their provision, which are not given in Our brochure, website or other promotional literature, may be made available on Written request.
- 2.10 We may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation, our website or other document relating to the provision of the Veterinary Services without any liability to You.
- 2.11 We may at any time without notifying You make any changes to the Veterinary Services which are necessary to comply with any applicable best practice or other statutory or regulatory requirements, or which do not materially affect the nature or quality of the Veterinary Services.
- 2.12 The Veterinary Services will be provided in accordance with the current practices recommended by the Royal College of Veterinary Surgeons ("RCVS") and all of Our veterinary surgeons are registered with the RCVS.
- 2.13 We will recommend such treatments and drugs as, in Our sole discretion and opinion, will provide the most effective treatment for the Pet. Occasionally, We have to use a product that does not have a specific licence for a particular condition. Such products will only be used when they are considered to be the most effective treatment as advised by experts in the field and where there is no alternative product. In this event, We will request your signed consent for the use of this medicine or product under The Medicines Cascade.
- 2.14 You may obtain prescription only medicines ("POM Vs") from the veterinary surgeon or ask for a prescription and obtain these medicines from another veterinary surgeon, pharmacy or online pharmacy. If You chose to obtain the medicines online, it is Your responsibility to check that these medicines are obtained from an online pharmacy licensed to dispense in the UK. Being in possession of illegally imported medicines is a criminal offence. We may prescribe POM Vs only for animals under our care. A prescription may not be appropriate if your animal is an in-patient or immediate treatment is necessary. You will be informed, on request, of the price of any medicine that may be prescribed for your animal. Further information on the prices of medicine is available on request.
- 2.15 Our general policy is to re-assess an animal requiring repeat prescriptions every six months, but this may vary with individual circumstances. There is a standard charge for a re-examination, details of which are available on request.

### 3 CHARGES

- 3.1 Subject to any special terms agreed, You shall pay Our Charges and any additional sums which You agree with Us for the provision of the Veterinary Services.
- 3.2 We shall be entitled to vary Our Charges (excluding any products) from time to time which will be displayed at each of Our premises. Prices of products will be reviewed on an ongoing basis to reflect the cost of the products.
- 3.3 All charges quoted to You for the provision of the Veterinary Services are inclusive of any Value Added Tax.
- 3.4 Subject to any special terms agreed by Us, You will be required to pay Our Charges (without any set off or deduction) at the conclusion of the consultation, or if the Pet has stayed at Our premises for treatment, at the time the Pet is collected.
- 3.5 Payments not made at the time following the conclusion of the consultation will incur an administration fee.
- 3.6 If you have arranged insurance in respect of the Pet, fees should be settled direct with the Practice and a claim form submitted to enable the insurance company to reimburse you. You shall at all times remain responsible for payment of Our Charges.

- 3.7 We will complete the relevant veterinary portion of the insurance claim forms and send them onto the insurance company.
- 3.8 Where You fail to pay Our Charges on the due date or fail to complete the necessary insurance papers, We may, at Our sole discretion, withhold routine treatments until such time as Our Charges are paid in full.
- 3.9 Where You fail to pay Our Charges on the due date and the Pet requires emergency treatment, We will only be obliged to provide such Veterinary Services as are, in Our sole discretion, required to stabilise the Pet's condition.
- 3.10 Where You continue to fail to pay Our Charges, We will, after due warning, place the account in the hands of a debt collecting agency which will incur an administration charge that will be added to Our Charges.
- 3.11 Interest may be charged on any outstanding amount at a rate of 2 per cent above the base rate of Lloyds Bank from time to time in force from the date of the debt until payment is made in full (including before or after any court judgement).

### 4 WARRANTIES AND LIABILITY

- 4.1 We warrant to You that the Veterinary Services will be provided with the reasonable care and skill associated with a competent veterinary surgeon. Where We supply in connection with the provision of the Veterinary Services any goods supplied by a third party, We do not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to You the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to Us.
- 4.2 We shall have no liability to You for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by You which are incomplete, incorrect, inaccurate, illegible, or arising from their late arrival or non-arrival, or any other fault attributable to You.
- 4.3 Except in respect of death of or personal injury to You or any other person caused by Our negligence, or as expressly provided in these Terms, We shall not be liable to You by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Us, Our servants or agents or otherwise) which arise out of or in connection with the provision of the Veterinary Services, and Our entire liability under or in connection with the Contract shall not exceed the amount of Our professional indemnity, except as expressly provided in these Terms.
- 4.4 We shall not be liable to You or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of Our obligations in relation to the Veterinary Services, if the delay or failure was due to any cause beyond Our reasonable control.

### 5 TERMINATION

- 5.1 You shall be entitled to terminate the Contract at any time by giving Us Written notice.
- 5.2 We shall be entitled to retain any records relating to the Pet until such time as all of Our Charges have been paid in full.
- 5.3 In exceptional circumstances (including, but not limited to non-payment of Our Charges or abuse towards Our staff), We shall be entitled to terminate this Contract forthwith by giving You written notice.

### 6 GENERAL

- 6.1 These Conditions constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in Writing between Us. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 6.2 By agreeing to Our Contract, grants Us authorisation to process your personal data for the purpose of providing Veterinary care for your animals, which may include your pet insurance company, referral centres and other veterinary practices with your prior consent. It may also be necessary, from time to time, to provide access to this data to our software provider, where support issues may arise. Your data will only be used for the specific purpose of sending authorised communication without specific consent for that purpose.
- 6.3 A notice required or permitted to be given by You to Us under these Terms shall be in Writing addressed to Us at Our principal place of business and a notice given by Us to You shall be in Writing and addressed to You at the address We have recorded on Our system.
- 6.4 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 6.5 If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.
- 6.6 English law shall apply to the Contract, and the parties agree to submit to the non exclusive jurisdiction of the English courts.

Client .....

Signature .....

CVG Signature .....

Date .....