

## Terms & Conditions of Business

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The following text has been set out to provide you with a detailed explanation of our "Terms and Conditions of Business". It has been specifically designed to help protect you as the client, patients and ourselves ( Farr & Pursey Equine Veterinary Services Ltd ). If you have any queries, questions or comments please do not hesitate to contact us.

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### **Terms:**

The following details the Terms and Conditions ("T&C's") for Farr & Pursey Equine Veterinary Services Ltd trading as "Farr & Pursey Equine". Some aspects of the T&C's may not be relevant to you and we request that you ask for further explanation and clarification if required. These T&C's shall apply to all matters that we handle on your behalf and to the exclusion of any other T&C's. By allowing us to continue looking after your horse, you are deemed to accept these T&C's. "Inform" means we will inform you in writing, by text or e-mail.

Except for pre-purchase examinations, our client is the owner of the horse and, unless otherwise agreed, we will invoice the horse's owner directly for our services and related costs. Where a horse has more than one owner, each owner will be considered our client and will be jointly and severally responsible for the payment of our fees, irrespective of which owner has instructed us or however the owners agree amongst themselves to divide responsibility for veterinary fees.

For pre-purchase examinations, our client will be the prospective purchaser of the horse, not the vendor or their agent. Where the horse's owner has given their permission to a livery yard or stables to request veterinary work in respect of such horse, then the owner is primarily responsible for ensuring accounts are settled on time. We will assume, when a livery yard/stables authorises us to provide our services/goods to a horse, that the horse's owner has given permission for the livery yard/stables to call a veterinary surgeon and authorise treatment. If any dispute over such permission between the owner and the livery yard/stables arises, then the

livery yard/stables will be liable to settle our invoice. If, during the course of treatment, it is necessary for us to refer your horse to a third party for a particular procedure/treatment, we will seek your permission before doing so. You will become a client of that third party and you, not us, will be directly responsible for payment of their fees.

### **Horse Ownership:**

We are unable to provide veterinary services to any client / person who is under the age of 18 years. As part of our terms and conditions we will only provide veterinary cover to over persons over the age of 18 years. If a loanee / sharer or custodian of an animal is under the age of 18 years we will decline treatment unless in the case of an emergency. In accepting our T&C's you confirm you are over the age of 18 years, the owner of the animal and responsible for decisions in relation to the patient - both clinical and financial.

### **1. EMERGENCY SERVICE**

Farr & Pursey Equine provides a 24 hour veterinary service. Horses, ponies and donkeys will only be seen out of hours after prior arrangement with the duty veterinary surgeon by phone. The duty veterinary surgeon can be contacted on: 01442 851921

### **2. ESTIMATES OF TREATMENT COSTS**

We will happily provide a written estimate (not a quotation) as to the probable cost of a course of treatment. Please remember that we cannot always say in advance, exactly what costs may be incurred. We will always attempt to contact you to discuss additional costs should unforeseen complications arise. If we are unable to contact you, the attending veterinary surgeon will perform any additional procedures which, in his or her opinion, are necessary and desirable.

If you anticipate difficulties settling your account please discuss the matter with a veterinary surgeon or the Practice Director BEFORE your horse is treated.

### **3. FEES**

Payment is required in full at the time of each consultation / visit (discount will apply), however if this is not possible payment must be made in full within 14 days; unless PRIOR arrangements (for example, insurance claims) have been made with a Veterinary Surgeon or the Practice Director. Payment can be made with cash, by debit card, by cheque supported with a current bankers card, or by most major credit cards.

Accounts are only sent in exceptional circumstances and interest will be added if payment has not been received within the time specified on the invoice. If accounts remain unpaid the outstanding monies will be pursued through the small claims court.

All our fees and medical charges are subject to VAT at the current rate. Our fee levels are determined by the time spent on a case and according to the medicines, materials, and consumables used. A written estimate is available on request. You can receive a detailed fee note for every consultation, surgical procedure or transaction with us if requested.

We offer a 5% discount for payment at the time of service, or within the first 24hrs of an invoice generation.

Interest will be charged at a rate of 2.5% per month on invoices that remain unpaid after 1 month of the date of the invoice. Failure to pay the outstanding balance within 30 days of any treatment will incur interest charges, which will continue for a total of 90 days. No payment within the 90 day period will result in referral to our debt collection agency. Further charges will be levied in respect of costs incurred in collecting the debt. We may also inform other local veterinary practices of the reasons for referral of the debt to the debt collection agency.

Insurance Claims (Also refer to section 5): Please be aware that it is your responsibility to settle your account in accordance with these terms and then reclaim the fees from your insurance company. Claims which are left on account

and not paid in full will be subject to a monthly surcharge, which is the sole responsibility of the policy holder to settle. This surcharge is variable and reflects national averages for credit (for example: credit cards). As of January 2018 the current surcharge is 2.8% per month on the outstanding balance of the claim.

#### **4. LIQUIDATED DAMAGES**

If for any reason you are unable to settle your account as specified we ask that you discuss the matter as soon as possible with a member of staff. Please note that instalments or part-payments of any account may only be sanctioned with the express permission of the Directors. If you fail to make any payment due to us under this agreement by the due date for payment, then you shall, if you do not have the express permission of the Directors to pay by instalments or part-payments, pay interest on the overdue amount at the rate of 2.5% per month. Such interest shall accrue on a monthly basis for a total of 90 days, from which the interest will then be frozen and the debt transferred to a debt collection management service of our choice. You shall pay the interest together with the overdue amount. You are agreeing that the interest amount for failure to pay is fair given that it costs us significantly more time and money to administer and monitor an overdue debt payment than if you had paid on time.

#### **5. HORSE HEALTH INSURANCE**

Farr & Pursey Equine strongly supports the principle of insuring your horse against unexpected illness or accidents although we cannot give any recommendations regarding individual insurance companies. Please be aware that it is your responsibility to settle your account in accordance with these terms and then reclaim the fees from your insurance company. Insurance companies will often assume that this has been done. Claims which are left on account and not paid in full will be subject to a monthly surcharge, which is the sole responsibility of the policy holder to settle. This surcharge is variable and reflects national averages for credit (for example: credit cards). As of January 2018 the current surcharge is 2.8%. It is possible to arrange for payment to be made direct to Farr & Pursey Equine when you complete your claim form, but if doing this, please submit claim forms as soon as possible.

## **6. OWNERSHIP OF RADIOGRAPHS, IMAGES AND SIMILAR RECORDS**

Case records are the property of and will be retained by Farr & Pursey Equine. We are always happy to discuss the records with you and will send copies of the records to another veterinary surgeon should you move away or if a second opinion is required.

It may be necessary to perform an X-ray, ultrasound scan, ECG, endoscopy, gastroscopy, CT, MRI on your horse. The charges made cover the cost of performing the procedures and the interpretation of the results. The X-ray, ultrasound, ECG, endoscopy, gastroscopy, CT, MRI images / data itself is the property of and will be retained by Farr & Pursey Equine.

Images taken of patients for clinical records remain the property of Farr & Pursey Equine. Although these will be used for ongoing clinical evaluation of clinical cases in accordance with the T&C's Farr & Pursey Equine may use images for the purpose of client literature, advertising and social media. Farr & Pursey Equine will endeavour to confirm consent prior to their use.

## **7. PASSPORTS**

All horses, ponies and donkeys must have passports, which should be available for the veterinary surgeon to check and we strongly recommend that passports should be signed by the owner to confirm that the animal is not going for human consumption.

If you do not have a passport, we can help you obtain one. Where a passport is not available the detailed record of medicinal products must be retained, furthermore it will be necessary for the client to fill out the BEVA "EQUINE REQUIRING

EMERGENCY TREATMENT IN THE ABSENCE OF A PASSPORT” form prior to any medicines being prescribed / used.

## **8. MINIMUM VACCINATION REQUIREMENTS**

Farr & Pursey Equine insists that all horses, ponies and donkeys that are registered with the practice must be vaccinated against tetanus as a minimum.

## **9. PRESCRIPTIONS**

Prescriptions are available from this practice. You may obtain Prescription Only Medicines, Category V, (POM-Vs) from Farr & Pursey Equine OR ask for a prescription and obtain these medicines from another veterinary surgeon or a pharmacy. We can only prescribe POM-Vs only for animals under your care. A prescription may not be appropriate for an in-patient or where immediate treatment is necessary.

You will be informed, on request, of the price of any medicine that may be dispensed for your animal. The general policy of this practice is to re-assess an animal requiring repeat prescriptions every 6 months, but this may vary with individual circumstances. The standard charge for a re-examination is available on request and on our website.

## **10. TERMINATION OF SERVICE**

You may ask us to stop caring for your horse, pony or donkey at any time.

We may stop looking after your animals if you do not accept our advice; or fail to settle your account on time; or if we are prohibited by law from doing any further work on your matter; or if the relationship between you and us sadly breaks down; or if we no longer have the expertise. Under these circumstances we will serve notice in writing of imminent withdrawal of services.

We will then invoice you for any work already done. We reserve the right to hold your horse's records until all outstanding invoices and expenses have been paid.

## **11. COMPLAINTS AND STANDARDS**

We do try very hard to provide high standards of veterinary care and service to our clients. If however you feel that we have fallen below your expectations please contact or write to our Practice Manager who will be happy to discuss your concerns with you. If you fail to get a satisfactory conclusion to your complaint, please write to one of the Directors and if you still fail to have your complaint resolved and you feel it is of a professional nature then you may write to our professional body: The Royal College of Veterinary Surgeons, Belgravia House, 62-64 Horseferry Road, London SW1P 2AF.

We shall endeavour to acknowledge your complaint within three working days, and aim to have reviewed your complaint within ten working days of the date that we received it. We will then be in a position to discuss it with you or arrange a meeting with the people involved.

When we look into your complaint we will aim to:

- Find out what happened and what went wrong.
- Make it possible for you to discuss the problem with those concerned.
- Make sure that you receive an apology, where this is appropriate.
- Identify what we can do to make sure the problem doesn't happen again.

Remember, our aim is to do our best for you and all the horses in our care. We rely on feedback to guide us in how to provide the best possible service. If you are unhappy, please let us know. We cannot remedy a problem, if we do not know about it.

## **12. NON-VARIATION**

No addition or variance of these T&C will bind Farr & Pursey Equine unless specifically agreed in writing and signed by a Director. No agent or person employed by or under contract with Farr & Pursey Equine has the authority to alter or vary these T&C's in any way.

### **13. DATA PROTECTION**

In holding and using data about you, we will comply with the provisions of the Data Protection Act 1984, 1989, 1999.

In instructing us to look after your horse, you authorise us to use that data in the course of the work that we do for you, and also to send you from time to time in the future, free of charge, details of the services that we provide. We will, where specifically required, pass on to Insurers details of clinical histories, case records and diagnostic images relating to your horse.

### **14. LIMITATION OF LIABILITY**

This condition applies to any claim:-by you; against us (including any successor business), any past, present or future directors of this firm, and/or any past present or future employees of this firm. Such claim shall be limited in amount to £5,000.00 for each and every claim, including claimants' costs. All claims, whether made by one or more of the parties referred to above or by a third party, arising from the same act or omissions, shall be regarded as one claim.

For the avoidance of doubt, this limitation of liability shall apply to any claim for negligence, breach of contract, breach of fiduciary duty, breach of trust, and any liability whatsoever.

### **15. EQUAL OPPORTUNITIES**

We are an equal opportunities employer and we are committed to providing the same high quality service to all our clients, regardless of age, disability, race, religion or belief, sex or sexual orientation.

### **16. PRIVACY STATEMENT**

We are aware that you may have concerns over disclosing information about yourself to us.

This Privacy Statement explains, amongst other things, what information we collect about you on this website and the reasons for this.

### **Overview**

Our primary aim in collecting personal information is to provide you with a customised experience on our website (aiming to show you information that is relevant to you) and to provide you with information you have asked.

We also collect information for statistical purposes and, where agreed by you, to offer you products and services that may be of interest to you.

### ***Information we collect:***

- Log file information, including IP addresses.
- Tracking IP addresses (the computer's internet address)
- Monitoring how long a user spends on the site and which pages he/she visits  
this helps us evaluate the use of different parts of the website

As a rule, we don't link IP addresses to anything that can identify you personally, ensuring you can remain anonymous. Nevertheless, we will attempt to use IP addresses to identify a user when we feel it is necessary to protect our services and other users.

### **Personal data**

Any personal data relating to you gathered by us in the registration process or during your use of the service will be recorded and only be used in accordance with our Data Protection Policy.

The website uses various order and registration forms to enable you to request information, products and services.

In some cases you will need to provide us with information such as your name, date of birth, e-mail address and password.

Any personal data we collect during registration or otherwise is designed to allow us to:

- personalise the site for you
- give you access to, and to provide you with, the right kinds of information related to your enquiry
- enable us to compile statistical information for regulatory or business purposes
- send, or call you about our products and services that may be of interest to you.  
(We will only provide you with such marketing information with your prior agreement)

If you register, request further information or contact us we may keep a record of that correspondence and incorporate the information it contains into our database(s), which we will keep secure in accordance with the requirements of the Data Protection Act.

We will not transfer your personal data to any third parties unless:

- We have your consent to do so
- The third party is our subcontractor or a member of our group of companies, who is processing personal data on our behalf securely and in accordance with our instructions or
- It is otherwise authorised under the Data Protection Act

### **Internet security**

Any personal information that you do provide is stored on a separate and secure database server within the Practice's firewall. There is no direct link between this database server and the internet and access is strictly limited to internal staff and authorised site administrators only.

Access to certain areas of the site is limited to specific registered user groups only. Registering as an accepted applicant or active is restricted; we will verify your status before granting a user account of this type. If your status changes then your

user account may be withdrawn or downgraded to 'general visitor' without further notice.

Whilst we do not directly track or record your usage of this website, in the event that we become aware that site security has been compromised as a result of external activity (including but not limited to external security attacks) we shall take reasonable measures which we deem appropriate. This includes but is not limited to internal investigation and reporting, and notification to and cooperation with law enforcement authorities.

This privacy policy may not apply to you if we believe you are misusing the website or if we are required to disclose information by a court of law or other relevant body.

### **Third party sites**

Please be aware that some of the websites to which we provide links may collect personally identifiable information about you. We do not control these sites and are not responsible for the content or practices of third party websites. This privacy policy does not cover such sites.

Enquiries on Data Protection policy may be addressed to the Practice.

Signed: