

<<INSERT NAME>> VET

TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions are t

apply:

- A. to provision to a customer (Clause 1 below) by the <<Address>>] **OR** [a company number <<Company Registration Number>>]; and
- B. where the customer of the Services is a "Consumer" as defined by the Consumer Rights Act 2015

Services (as "**Services**" is defined in Clause 1 below) by the <<Insert name of Surgery>> [of <<Country of Registration>> under whose registered office is at <<Address>>]; and

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the following meanings:

the context otherwise requires, the following meanings:

"Animal"

which is the animal belonging to the owner of the subject of consultation and/or treatment;

"Business"

trade, craft, or profession carried on by a person/organisation;

"Consumer"

as defined by the Consumer Rights Act 2015 to say an individual who receives the Services for their personal use for their own or their family's purposes and for purposes other than the purposes of any Business;

"Price List"

the standard price list for all of the Services which is available from <<insert website or Surgery reception>>

"Regulations"

the Veterinary (Information, Fees and Additional Charges) Regulations 2013;

"Services"

the Services including supply of any medicines, drugs, vaccines, and other items in the course of Our normal business;

"Surgery/Us/We/Our"

<<Insert name of Surgery>> veterinary practice of which the Surgery is a part of its business and contact address is <<insert address above>>] **OR** [insert other address] <<Insert name of Surgery>> shall include reference to <<insert name of Surgery>> veterinary surgeons; and

"You/Your/Owner"

who is a customer of the Surgery and the Animal;

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- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
 - 1.2.1 "These Terms and Conditions [insert name of the relevant Terms and Conditions]" shall mean a reference to these Terms and Conditions [insert name of the relevant Terms and Conditions] as amended or supplemented from time to time;
 - 1.2.2 A Clause or Condition shall mean a reference to a Clause of these Terms and Conditions;
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation of these Terms and Conditions;
- 1.4 Words signifying the singular shall include the plural and vice versa;
- 1.5 References to any gender shall include the other gender.

2. Consultations and Appointments

- 2.1 In non-emergency cases, all treatment shall be by appointment only] **OR** [or during the hours of <<insert times e.g. 10am - 6pm, Tuesday and Wednesday>>]
- 2.2 In emergency cases, we will accept the Animal to the Surgery without an appointment and We will endeavour to treat the Animal as quickly as possible. You shall be required to give as much notice to Us as is reasonably possible.
- 2.3 If You know You are unable to attend an appointment, You should contact Us to tell Us. If You do not give notice in the <<insert period>> after an appointment time, We will try to accommodate You but if We decide not to, the appointment shall be treated as cancelled without notice by Us and, if We then require the Animal to attend for that appointment cancelled without notice, sub-Clause 2.4 shall apply;
- 2.4 You may cancel an appointment <<insert period e.g. 24 hours>> in advance, without charge if You give Us at least <<insert period e.g. 24 hours>> notice of the cancellation and if You do not, We will charge You (including, but not limited to any deposit) for that appointment.
- 2.5 If You do not give Us <<insert period as in Clause 2.3 >> prior notice of cancellation, We will be entitled to charge You for the appointment. We will be entitled to deduct the charge from any net financial loss (including, but not limited to any deposit) You paid in advance and refund the balance to You;
- 2.6 If, due to exceptional circumstances, e.g. circumstances beyond the control of the Owner, the death of the Animal etc.>>, You are unable to attend an appointment without giving Us at least <<insert period e.g. 24 hours>> prior notice, We will consider the circumstances and decide whether to waive any charge for that appointment under sub-Clauses 2.3 and 2.5;
- 2.7 [We can offer a consultation by video call. If you require a veterinary surgeon to visit Your Animal at home, we will endeavour to book such appointments in the same way as conventional appointments. If the attending veterinary surgeon deems it necessary to treat the Animal, he/she may require You to transport the Animal to the Surgery. You shall bear any

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between You and Us
3.5 You may pay Us for Services by deposit or other advance payment on account of that payment by the following methods:

3.5.1 <<insert method>>

3.5.2 <<insert method>>; and

3.5.3 <<insert any other method>>

3.6 In cases where treatment is provided by an animal health insurance policy, it shall be Your responsibility to pay all sums due to Us and to reclaim such sums from the insurer. We may provide assistance with such matters as specified in the policy.

3.7 All prices of Services are inclusive of VAT. All fees due shall be invoiced in accordance with the applicable law.

3.8 We may alter Our prices but if the price of any Services increases between the time of booking an appointment and the date of the appointment, the price shall not apply to Your appointment for those Services on the date of the appointment.

4. Estimates

4.1 If treatment or surgery is required, we will provide You with an estimate of the sums due prior to the treatment or surgery. Estimates do not constitute a contract and do not constitute an accurate indication of the final sum due as the circumstances may vary according to unforeseen circumstances; and

4.2 All estimates will be valid for a period e.g. 30 days>> and You must accept them before the start of treatment or surgery.

5. Treatment

5.1 You confirm that, in relation to the Services from Us, you are a "Consumer" as defined in the Consumer Rights Act 2015. If you are not the same, You are and will be a "Business Customer".

5.2 We will provide all Services in accordance with all relevant laws, rules and regulations including the Veterinary Surgeons Act 1966, the Animal Welfare Act 2006, the Working Dogs' Tails (England) Regulations 2013 and the Supply of Goods (Implied Terms) Act 1973 and the Supply of Goods (Implied Terms) Regulations 2005;

5.3 We will not undertake any voluntary or mandatory services or codes; and

5.4 In certain cases, You may be required to keep Animals receiving prescription medication by way of regular and routine appointments. We shall be required to keep Animals receiving prescription medication by way of regular and routine appointments. We shall be required to keep Animals receiving prescription medication by way of regular and routine appointments.

6. Documents and Records

6.1 We will keep records relating to each Animal that is registered with Us;

6.2 If You move your Animal to another Veterinary Surgeon for primary surgery, You should inform Us and request Us to provide you with documents pertaining to the Animal.

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for any and all costs associated

6.3 Documents includin
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ultrasound scans and radiographs
associated payment which You may

6.4 [You have the right
relation to Your An
fee as determined b

documents which We may hold in
vide if You first pay a reasonable

6.5 We shall not relea
surgery if You owe

er to You or another veterinary

7. Animal Health Insurance

7.1 We recommend tha
policy to cover Your

le animal or pet health insurance

7.2 We are unable to
health insurance p
health insurance pr

ns with regard to animal or pet
affiliated with any animal or pet

7.3 We are not a party
[and]

n You and an insurance provider;

7.4 [If You make an ins
your behalf at a cha
[and]

ill out the requisite claim forms on
-] OR [detailed in our Price List.];]

7.5 [If You make an ir
liaising with the ins
Our sole discretion

y provide additional assistance in
ch assistance shall be provided at
t in line with our Price List.]

8. Limitation of Liability

8.1 We will be respons
suffer as a result of
of Our negligence
consequence of Ou
Us when Our contra
loss or damage that

e loss or damage that You may
rms and Conditions or as a result
foreseeable if it is an obvious
or if it is contemplated by You and
We will not be responsible for any

8.2 We provide or s
use/purposes. We
goods or materials
industrial, trade, cra
We will not be liable
to business or for a

for Your personal and private
presentation that products, or other
are fit for commercial, business,
ses of any kind (including resale).
profit, loss of business, interruption
tunity;

8.3 Nothing in these Te
Our liability for dea
that of Our employ
misrepresentation;

ntended to or will exclude or limit
sed by Our negligence (including
actors); or for fraud or fraudulent

8.4 Furthermore, if you
2015, or a consur
legislation, nothing
exclude, limit, preju
You, or Your rights

efined by the Consumer Rights Act
f any other consumer protection
Conditions is intended to or will
any of Our duties or obligations to
ity to You, under:

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Bureau or Trading St

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refer to Your local Citizens' Advice

9. How We Use Your Personal Information (Data Protection)

We will only use Your personal information (Your name, e.g. Privacy Notice>

set out in Our <<insert document name>> at location(s)>>.

10. Regulations

We are required by the Regulations to make certain information available to You as a Consumer before We accept Your request for a booking, unless it is already apparent from the information itself either in the Regulations or We will make it available to You before we accept Your request. This information will, as required by the Regulations, be made available to You as a Consumer.

at certain information is given or made available to You (i.e. the Regulations) except where that information is already apparent from the information itself either in the Regulations or We will make it available to You before we accept Your request. All of that information will be part of the terms of Our contract with You as a Consumer.

11. Information

As required by the Regulations

11.1 all of the information

11.2 any other information

Surgery which You

when making any o

; and

You about any Services or the information which You are given when deciding to make a booking or when making any other Services;

will be part of the terms of Our

a Consumer.

12. Complaints and Standards

The Surgery always welcomes all reasonable endeavours to all Animals and their Owners to all Animals and their Owners any cause for complaint. If you have a complaint about the Surgery, please contact the person responsible for their Animal care, who can be contacted via the contact details below.

customers and, whilst We shall use all reasonable endeavours to ensure a high standard of service, care and treatment to all Animals and their Owners, we do not want to hear from You if You have a complaint about Our Services or any other matter with [the veterinary surgeon responsible for their Animal care] and/or name of person to contact.

13. Changes to Terms and Conditions

We may from time to time amend our Terms and Conditions, but We will use our reasonable endeavours to inform You as soon as is reasonably possible of any such changes.

and Conditions without giving You any notice, but We will use our reasonable endeavours to inform You as soon as is reasonably possible of any such changes.

14. No Waiver

No failure or delay by Us in enforcing our Terms and Conditions means that We do not intend to waive our rights under these Terms and Conditions or to be bound by any waiver by Us or You of a breach of any provision of these Terms and Conditions.

any rights under these Terms and Conditions, and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that We or You do not intend to waive our rights under these Terms and Conditions or to be bound by any waiver by Us or You of a breach of any provision of these Terms and Conditions.

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will waive any subsequent

by other provision.

15. Severance

If any provision of these Terms and Conditions is held to be invalid or unenforceable by any competent authority to the extent of its invalidity, the validity of the other provisions of these Terms and Conditions shall not be affected.

held by any competent authority to the validity of the other provisions of the provision in question shall not

16. Law and Jurisdiction

16.1 These Terms and Conditions and the relationship between you and Us (whether or not you are a consumer) shall be governed by, and construed in accordance with, the law of [England & Wales] [Northern Ireland] [Scotland].

and the relationship between you and Us (whether or not you are a consumer) shall be governed by, and construed in accordance with, the law of [England & Wales] [Northern Ireland] [Scotland].

16.2 As a consumer, you agree that the mandatory provisions of the law in your country of residence apply to you and that Clause 16.1 above takes away or reduces your rights under those provisions.

mandatory provisions of the law in your country of residence apply to you and that Clause 16.1 above takes away or reduces your rights under those provisions.

16.3 Any dispute, controversy or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether or not you are a consumer), shall be subject to the jurisdiction of the courts of England and Wales, or Northern Ireland, as determined by your residency.

claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether or not you are a consumer), shall be subject to the jurisdiction of the courts of England and Wales, or Northern Ireland, as determined by your residency.

[Privacy Notice]