

## EQUINE TERMS AND CONDITIONS

**Please read the following important terms and conditions before you instruct us to provide any services to you.**

### 1. THESE TERMS

- 1.1 This document sets out the terms and conditions that apply when you ask us to provide equine services to you. This includes all professional advice, equine ambulatory or in practice services, which may also include us providing you with certain medicines and treatments. We suggest that you keep a copy of these terms and conditions for future reference.
- 1.2 Please note that if you are customer of The Horse Health Programme, then The Horse Health Programme's terms and conditions [<https://www.horsehealthprogramme.co.uk/terms-and-conditions/>] shall apply to your membership.
- 1.3 Any reference to **we, us** or **our** in these terms is to CVS (UK) Limited. Any reference to **you** or **your** is to the person agreeing to these terms and conditions and purchasing equine services) from us.
- 1.4 Any reference to **writing** includes emails. When we use the words **writing** or **written** in these terms, this includes emails.
- 1.5 In these terms, you will have different rights according to whether you are a **consumer customer** or a **business customer**.
- 1.6 You are a **consumer customer** if you are **not** requesting our services for a reason which is wholly or mainly in connection with your trade, craft, business or profession (i.e., for non-commercial, personal, purposes). If you **are** requesting our services for a reason which is wholly or mainly in connection with your trade, craft, business or profession, then you are a **business customer**.
- 1.7 In these terms, to make them easier to understand, certain defined terms are used. Whenever you see one of the words or phrases set out below used in the terms, it will have the exact meaning given to it here.

<b>Practice</b>	means the CVS practice which provides you with the Services;
<b>Practitioner</b>	means one of our specialist vets or other practitioners;
<b>Services</b>	means those equine services which we will provide to you, or otherwise confirmed to you by a Practitioner.

### 2. INFORMATION ABOUT US

- 2.1 We are **CVS (UK) Limited**, our registered company number is 03777473 and our registered office is at CVS House, Owen Road, Diss, Norfolk IP22 4ER. Our VAT number is GB737145235.
- 2.2 You can contact us by telephoning the Practice.
- 2.3 If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address as set out on the Practice website.

### 3. OUR CONTRACT WITH YOU

#### ***Making an appointment***

- 3.1 You can request an appointment with one of our Practitioners for equine vet services by:
- 3.1.1 during working hours 8.30am to 5pm, by contacting the Practice (either by telephone or in person); **or**
  - 3.1.2 out of hours, by calling 01722 710046.
- 3.2 Your appointment will either be at the Practice, or one of our Practitioners will come to your location. Sometimes, we may need to ask you to attend specialist facilities or other locations, and we will let you know at the time you make your appointment. This will depend on the animal in question and the nature of the care they may require.
- 3.3 Please note that no legally binding contract will be formed at the time we agree an appointment with you. The contract will be formed as described below.
- 3.4 For the avoidance of doubt, we shall not commence the supply of Services until a binding contract is in place between you and us.
- 3.5 We cannot guarantee that appointments or care will be available to you. Until a binding contract is formed, we reserve the right to refuse to provide services at any time and for any reason.

***When the contract is formed***

- 3.6 A contract will be formed at the point at which you are attended by a Practitioner (and that could be at the Practice, at your location or at a third-party location such as a specialist facility), which ever happens first.
- 3.7 There may be times where we are unable to treat your animal. This is typically because the Practice may not have the relevant experience or expertise to provide the required treatment, or because the necessary equipment or medication is unavailable within the timescales applicable to your animal's needs. We will let you know as soon as possible if this is the case.

**4. ZERO TOLERANCE POLICY**

- 4.1 **We take the safety and wellbeing of our staff and all animals in our care extremely seriously.** Therefore, in entering into this contract you are agreeing to comply with our Zero Tolerance Policy, which can be found at <https://www.endellequinehospital.co.uk/documents/zero-tolerance-policy.pdf> or which you can request from the Practice.
- 4.2 We reserve the right to refuse to supply Services to you if you fail to comply with our Zero Tolerance Policy.

**5. CONSUMER RIGHT TO CANCEL**

- 5.1 If you have entered into the contract with us at a location other than the Practice and you are a **consumer customer**, you have the right to cancel the contract within 14 days of the day you were issued these terms (**Cooling-Off Period**) without giving any reason.
- 5.2 However, you do not have the right to cancel if you requested that we start providing the Services during the cancellation period and the Services are fully performed (i.e. the treatment has been provided to your animal) during this period. This is further explained in clauses 5.4, 5.5 and 5.6 below.
- 5.3 To exercise the right to cancel, you must inform us of your decision to cancel this contract within the Cooling-Off Period by a clear statement (e.g. by telephoning or sending a letter or email to the Practice).
- 5.4 We will not start providing the Services during the Cooling-Off Period unless you ask us to. If your appointment falls within the Cooling-Off Period, by allowing us to commence the

supply of Services in respect of your animal, you will have been deemed to have expressly asked us to commence the provision of the Services within the Cooling-Off Period.

- 5.5 This means that if you requested for us to start providing the Services during the Cooling-Off Period and the Services are fully performed (i.e. the treatment is completed) during the Cooling-Off Period, you lose your right to cancel and will be required to pay the full price under this contract.
- 5.6 Exercising your right of cancellation during the Cooling-Off Period will not affect the rights you have if we were defective in our supply of the Services.

## **6. EFFECTS OF CANCELLATION**

- 6.1 If you cancel this contract, we will reimburse to you all payments received from you (if any) unless you requested for us to start providing the Services during the Cooling-Off Period, in which case you must pay us:
  - 6.1.1 for the Services we provided up to the time you told us that you want to cancel this contract, which will be an amount in proportion to the Services performed up to that point in comparison with the full price under this contract; or
  - 6.1.2 the full price under this contract, if you lost your right to cancel this contract because the Services were fully performed (i.e. the treatment was completed) during the cancellation period.
- 6.2 We will make any applicable reimbursement:
  - 6.2.1 without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract; and
  - 6.2.2 using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

## **7. HOW WE WILL PROVIDE THE SERVICES TO YOU**

- 7.1 We will carry out the Services:
  - 7.1.1 using suitably qualified and trained staff with reasonable care and skill taking into account the nature of the care and/or treatment needed in the circumstances (and you understand that in some cases, we will use staff who are undertaking learning and development activities, but these individuals will always be suitably supervised);
  - 7.1.2 in accordance with the requirements of the Royal College of Veterinary Surgeons (**RCVS**) Code of Professional Conduct; and
  - 7.1.3 the time and location agreed when you booked your appointment.
- 7.2 You agree that we have the legal right to provide your animal **without your consent, where your consent cannot be easily obtained**, emergency treatment which is essential for its welfare (and this includes euthanasia).
- 7.3 Other than with your written consent, we can only take instructions about the treatment of your animal from you.

## **8. EVENTS BEYOND OUR REASONABLE CONTROL**

- 8.1 If our supply of the Services is delayed by an event outside our control, such as:

- 8.1.1 you change the Services requested and this means we have to do extra work or wait for extra veterinary medicines, resources, materials and/or consumables used to provide relevant Services;
- 8.1.2 veterinary medicines, resources, materials and/or consumables are not delivered at the time agreed with the supplier of the veterinary medicines, resources, materials and/or consumables required to provide the agreed Services (and we cannot obtain a replacement within a reasonable time or the price charged by a supplier is much higher than the original charge);
- 8.1.3 we cannot access the premises where your animal is at the times we agreed with you;
- 8.1.4 adverse weather conditions; and
- 8.1.5 staff absences,

we will contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you can contact the Practice to end the contract and receive a refund for any services you have paid for in advance, but not received, less reasonable costs we have already incurred.

## **9. OUR RIGHTS TO END THE CONTRACT**

- 9.1 We may end your contract immediately at any time for any of the following reasons:
  - 9.1.1 if the information that you provided to us on registration of your animal with the Practice is inaccurate, incomplete or misleading;
  - 9.1.2 if you break any of the terms contained within these terms and conditions;
  - 9.1.3 if you do not comply with our Zero Tolerance Policy;
  - 9.1.4 if you do not make any payment to us when it is due and you fail to make payment within 7 days of us reminding you that payment is due;
  - 9.1.5 if you onward sell POM-Vs which have been dispensed to you; or
  - 9.1.6 if you do not provide us with information that is necessary for us to provide the Services within a reasonable time of us asking for it.
- 9.2 We may end the contract at any time for any other reason. We will write to you to let you know at least 14 days before the contract end, and we shall refund any fees you have paid in advance for Services which will not be provided.
- 9.3 It is within our discretion to withdraw our Services at any time. We may write to you to let you know that we are going to stop providing all or any part of our Services. We will let you know as soon as reasonably possible and will refund any fees you have paid in advance for Services which will not be provided.

## **10. CHARGES**

- 10.1 As far as is reasonably possible, we will provide you with an estimate of charges before providing the Services. Note that the charges estimated are not fixed and are based on our understanding of the condition of your animal at the time of providing the estimate.
- 10.2 If, once we start providing the Services, we are of the view that our original estimate will be exceeded, we will do our best (taking the particular circumstances into account) to agree a revised estimate before continuing to provide the Services.

- 10.3 However, there may be circumstances where, acting in the best interest of your animal, we provide the Services without first agreeing an estimate of charges (for example in an emergency). In these situations you will still be required to pay for the Services, but, we will ensure that the charges are reasonable. We will only pursue a course of treatment where we consider it to be in the best interests of your animal.
- 10.4 You may need to purchase certain products from us (for example medicines) that your animal needs in response to treatment and/or care provided. In some cases, you will be able to purchase these directly from the attending Practitioner (in which case the products will be included on the invoice for the Services provided). In other cases you will be required to collect and pay for these products separately (e.g., medicines dispensed from a practice).
- 10.5 We will be entitled to charge you fees if your animal's case is referred to another specialist practice, clinic or hospital for treatment. Separate charges will also apply for the costs of posting or delivering clinical samples relating to your animal for analysis and sending out orders for veterinary medicines and/or other goods if requested. These are usually sent by recorded or special delivery post or delivered by courier.

### ***Payment of fees***

- 10.6 Following the completion of the Services, you will be invoiced the fees. You will be required to pay the invoice at the time of treatment or upon discharge from the hospital. This includes all products and services. You can pay by:
- 10.6.1 attending or phoning the Practice and paying by credit or debit card; or
- 10.6.2 by making an electronic payment to the bank account as set out on the invoice.
- 10.7 Following the completion of the Services, you will be invoiced the fees. You will be required to pay the invoice within 30 days of the invoice date. You can pay by:
- 10.7.1 attending or phoning the Practice and paying by credit or debit card; or
- 10.7.2 by making an electronic payment to the bank account as set out on the invoice.
- 10.8 We accept payment by most major credit or debit cards (excluding American Express).
- 10.9 If your payment is not received by us in accordance with clause 10.6, we may charge interest on any balance outstanding at the rate of 4% a year above the Bank of England's base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You will be required to pay us the interest together with any overdue amount.
- 10.10 All prices are in pounds sterling (£) (GBP) and include VAT at the applicable rate.
- 10.11 Please note that, in the majority of cases, we will seek payment following the supply of the Services. However, we reserve the right to request monies on account and to not commence the supply of the Services until we have that money on account.

## **11. YOUR LEGAL RIGHTS AS A CONSUMER CUSTOMER**

- 11.1 If you are a **business customer**, this clause 11 does not apply to you.
- 11.2 If you think there is something wrong with the Services provided, you must let us know by contacting the Practice.
- 11.3 We honour our legal duty to provide services that are as described and that meet all the requirements imposed by law.

## **12. OTHER IMPORTANT INFORMATION**

### ***Passports***

- 12.1 All horses, ponies and donkeys MUST have passports, which must be available for the vet to check, and we strongly recommend that passports are signed by the owner to confirm that the animal is not going to be used 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. This information is available on your account documentation.

### ***Insurance***

- 12.2 We strongly support the principle of insuring your animal against unexpected illness or accidents, although we cannot give any recommendations regarding individual insurance companies.
- 12.3 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. Note that we do not offer any form of discount for prompt payment. To the extent to which your insurer does not meet all your fees, you shall be responsible for making up any shortfall.

### ***Prescriptions***

- 12.4 Any reference to 'veterinary medicines' in these terms is to Prescription Only Medicines, Category V (POM-Vs).
- 12.5 This activity is regulated by the Veterinary Medicines Directorate. You can find information about the Veterinary Medicines Directorate and access the latest version of the Veterinary Medicines Regulations and Veterinary Medicines Guidance Notes on the Veterinary Medicines Directorate website.
- 12.6 If you require any veterinary medicine to be dispensed against a prescription, then you must supply the prescription to us before we dispense the veterinary medicine. A scanned or faxed copy is acceptable, unless it is for a scheduled drug or the prescription specifies that the original is supplied, for which we require the original prescription to be posted to our registered address.
- 12.7 We reserve the right to refuse to supply any veterinary medicine (whether on prescription or otherwise). If we refuse, unless the reasoning for non-supply is as set out in clause 12.8 below, we will refund the price of that veterinary medicine product in full, including the cost of sending the item to you.
- 12.8 It is an offence to alter a prescription in any way without authorisation from the prescribing veterinary surgeon. If we identify any prescription misuse, we will inform our regulatory authority, the Veterinary Medicines Directorate (VMD). The VMD will investigate and decide what further action to take. In the event of prescription misuse, we will cancel your order and refund your payment, less an administration charge of £20.
- 12.9 It is also an offence to onward sell any POM-Vs that have been dispensed to you. If we identify such activity, then we reserve the right to terminate your contract with us immediately.

### ***Referrals and second opinions***

- 12.10 Whilst we endeavour to provide the highest level of care for you and your animal, if you wish to request a referral to, or second opinion from, another veterinary surgeon or practice we will, with your permission, assist you in the process and forward on all clinical records promptly to that veterinary surgeon / practice.

### ***Your animal's medical records are our property***

- 12.11 This includes test results, x-rays, MRI scans and ultrasounds. You may ask us to provide a copy of your animal's medical records to another equine service provider (such as if you are moving to another equine practice) by sending us a written request to the address or email address of your Practice. We will process your request within a reasonable period of

time. We reserve the right at our discretion to charge a reasonable fee for doing so, and may require that you pay that fee and any other outstanding sums before doing so.

### **13. END OF THE CONTRACT**

13.1 If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

### **14. OUR LIABILITY TO YOU IF YOU ARE A CONSUMER CUSTOMER**

14.1 **This clause 14 only applies if you are a consumer customer.**

14.2 We are responsible for losses you suffer caused by us breaking this contract unless the loss is:

14.2.1 unexpected, i.e., it was not obvious that it would happen and nothing you said to us before we commenced supplying the services should have expected it (so, in the law, the loss was unforeseeable);

14.2.2 caused by a delaying event outside our control, as long as we have taken the steps set out in clause 8;

14.2.3 avoidable, i.e., something you could have avoided by taking reasonable action, including following our reasonable instructions; or

14.2.4 a business loss, i.e., it relates to any liability for any loss you suffer in connection with your trade, business, craft or profession.

### **15. OUR LIABILITY TO YOU IF YOU ARE A BUSINESS**

15.1 **This clause 15 only applies if you are a business customer.**

15.2 Subject to clause 15.3 and clause 15.4, our maximum aggregate liability to you for all claims arising out of or relating to this contract (howsoever arising) shall be limited to £5,000 (five thousand pounds) for each and every claim.

15.3 Nothing in this contract shall exclude or limit the liability of either party in respect of:

15.3.1 death or personal injury arising from negligence;

15.3.2 fraud or fraudulent misrepresentation; and/or

15.3.3 any liability which may not otherwise be limited or excluded under applicable laws.

15.4 Subject to clause 15.2 and clause 15.3, and to the maximum extent permitted by applicable laws, we will not be liable for any direct, indirect or consequential loss that may be suffered or incurred by you, including any:

15.4.1 loss of profits, loss of business, loss of revenue and/or loss of goodwill;

15.4.2 loss or corruption of data and/or loss or corruption of software or systems;

15.4.3 wasted expenditure incurred in reliance upon the anticipated performance of the contract by us (for the avoidance of doubt, the term "wasted expenditure" does not include the fees or the price(s) charged by us for any products);

15.4.4 losses that were not foreseeable to you and us when the contract was formed; or

15.4.5 losses that were not caused by any breach on our part,

whether arising under breach of contract, tort (including negligence) or other theory of law.

## **16. THIRD PARTY RIGHTS**

16.1 No one other than a party to this contract has any right to enforce any term of this contract.

## **17. DISPUTES**

17.1 **Our complaints procedure.** We pride ourselves on offering a quality service, and take client complaints seriously. Should the services we supply you fail to meet your expectations, please let us know at the time, where possible.

17.2 Alternatively, should you wish to raise a formal complaint, we ask that you contact the Practice in person, or by telephone as soon as possible.

17.3 If you prefer to write to us, please send your correspondence to our Practice Manager and include the following information:

- Your Name
- Your Contact details
- Name of your animal
- The date of the visit your concerns relate to
- A brief description of your concerns
- What we can do to best resolve this for you

17.4 We will acknowledge your correspondence and aim to address your concerns within 5 working days. In some cases, we may need to carry out further investigation and will endeavour to respond to you as soon as possible. Where possible, we will respond to your concern or provide an explanation for the delay within 20 working days of receiving your complaint.

17.5 If you are not satisfied with the outcome of this process, you may raise your concerns by emailing [clientfeedback@cvsvets.com](mailto:clientfeedback@cvsvets.com), ensuring that you include the information listed above in clause 15.3, together with the reason you are not happy with the response from us.

17.6 **Resolving disputes without going to court.** Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. You can submit a complaint to the Royal College of Veterinary Surgeons at: <https://www.rcvs.org.uk/home/>. If you are not satisfied with the outcome, you can still go to court.

17.7 **You can go to court.** If you are a consumer client, these terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

17.8 If you are a business client, these terms (and any non-contractual obligations arising out of or in connection with them) are governed by the law of England and Wales and the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with them (including without limitation in relation to any non-contractual obligations).

17.9 **We may make changes to these terms.** We recommend that you check them each time that you engage our Services to make sure that you are aware and understand the terms that apply at that time.



## **18. DATA PROTECTION**

- 18.1 When you register your animal with our Practice or request that we provide Services, we will collect personal data about you and, where relevant, your employees and/or agents. We will only collect data that we need to perform the Services, take payment or contact you such as names, contact details and possibly some financial details. Please note that we may pass your details to debt collection agencies or our legal advisers for the purpose of recovering unpaid fees if you do not pay invoices when they fall due. For further information about your rights as a data subject, plus information about the categories of data we process, data transfers, the legal basis for our processing, and the purposes of processing, please refer to the Practice's Privacy Notice.
- 18.2 If you have any questions regarding data protection or how we process your personal data, then please contact our Data Protection team on [dataprotection@cvs vets.com](mailto:dataprotection@cvs vets.com).

## **19. PROHIBITION ON IMAGING AND RECORDING DEVICES**

- 19.1 To protect the privacy of our staff and other customers of the Practice, the use of any imaging or recording devices (including any imaging and recording functions on mobile phones) is prohibited on the Practice's premises. This also applies to your location where a member of Practice staff may be in so far as it relates to the provision of Services.
- 19.2 Any individual that is found taking imaging or sound recordings on the Practice's premises or during the provision of off-site Services, may be asked to immediately stop the imaging or recording and delete the imaging/recording material.
- 19.3 CVS (UK) Limited reserves the right to take legal action against any individual that covertly uses any imaging or recording device during the provision of Services or in a Practice, and/or uploads such material to social media (including Tik Tok, Twitter, Instagram and Facebook) or any internet site.