

SMALL ANIMAL 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 small animal veterinary services to you. This includes all professional advice 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 a client of The Healthy Pet Club, then The Healthy Pet Club's terms and conditions, a copy of which is available on The Healthy Pet Club website, 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 any small animal veterinary 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 client** or a **business client**.
- 1.6. You are a **consumer client** 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 client**.
- 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.

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

- 1.8. The following terms also apply and are available on our website:
 - Privacy Policy (how we collect and use your personal data); and
 - Zero Tolerance Statement (our policy of zero tolerance of threatening, abusive or violent behaviour against any of our staff)

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 or emailing 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 provided, as set out on the Practice website.

3. **OUR CONTRACT WITH YOU**

Making an appointment

- 3.1. You can request an appointment with our practice using the contact details on our website.
- 3.2. Your appointment will be at the Practice. 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 that you are attended by a Practitioner (and that could be at the Practice or at a third-party location such as a specialist facility).
- 3.7. There may be times where we are unable to treat your pet. 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 on our website or which you can request a copy from the Practice.
- 4.2. We will refuse to supply Services to you if you fail to comply with our Zero Tolerance Policy.

5. **HOW WE WILL PROVIDE THE SERVICES TO YOU**

- 5.1. We will carry out the Services:
- 5.1.1. 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);
 - 5.1.2. in accordance with the requirements of the Veterinary Council of Ireland (**VCI**) Code of Professional Conduct; and
 - 5.1.3. at the time and location as agreed when you booked your appointment.

- 5.2. 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.
- 5.3. We can accept instructions from third parties who bring your animal into our Practice (such as family members, pet kennel owners or pet sitters), although we may refuse to accept instructions if they are under the age of 18 or we have reason to believe that they are not authorised to represent you. You can contact the Practice to let us know who is authorised or not authorised to represent you at any time.

6. **EVENTS BEYOND OUR REASONABLE CONTROL**

- 6.1. If our supply of the Services is delayed by an event outside our control, such as:
- 6.1.1. 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;
 - 6.1.2. 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);
 - 6.1.3. we cannot access the premises where your animal is at the times we agreed with you;
 - 6.1.4. adverse weather conditions; and
 - 6.1.5. staff absences,

we will contact you as soon as possible to let you know and do what we can to reduce the delay. If 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.

7. **OUR RIGHTS TO END THE CONTRACT**

- 7.1. We may end your contract immediately at any time for any of the following reasons:
- 7.1.1. if the information that you provided to us on registration of your pet with the Practice is inaccurate, incomplete or misleading;
 - 7.1.2. if you break any of the terms contained within these terms and conditions;
 - 7.1.3. if you do not comply with our Zero Tolerance Policy;
 - 7.1.4. if you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
 - 7.1.5. if you sell veterinary medicines which have been dispensed to you; or
 - 7.1.6. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services.
- 7.2. 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.

8. **CHARGES**

- 8.1. 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 standard price and rates at that time and our understanding of the condition of your animal at the time of providing the estimate. All prices are in euros € (EUR) and include VAT at the applicable rate.
- 8.2. We may in some cases charge a registration fee for registering your pet at the Practice.
- 8.3. 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.
- 8.4. 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.
- 8.5. 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).
- 8.6. 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

- 8.7. You must pay for the Services and any goods (including food, accessories and veterinary medicines) at the end of your appointment, or on the discharge of your pet. We may at our discretion require full or part payment for the Services in advance. If you have a valid pet insurance policy, we may make a claim directly to your insurance company, as set out in clauses 8.9 to 8.11 below.
- 8.8. We accept payment by cash and most major credit or debit cards (excluding American Express). We do not accept cheque payments.

Insurance

- 8.9. We strongly support the principle of insuring your pet against unexpected illness or accidents. Subject to satisfactory insurance with a CVS approved insurer, the Practice may (subject to the Practice's policy regarding client insurance claims), at the client's request, submit a claim directly to the insurer. In such cases, the client must pay the excess and any excluded amounts at the end of the consultation or upon demand and, if a claim is refused by the insurers, will remain liable for our fees. If an insurer fails to acknowledge our claim or respond to communications from us within 30 days' we will treat this as a refused claim and seek to recover the full cost from you. You may, of course, seek to recover the costs directly from your insurer should this occur.
- 8.10. You must advise us prior to any treatment if you wish us to submit a claim to your insurer in respect of our fees and complete an Insurance Claim Declaration. If you do not advise us in advance that you would like us to submit a claim directly to your insurer you will be liable to pay our fees as they become due, and you will need to recoup the cost from your insurer yourself.

- 8.11. The Practice reserves the right to charge clients a reasonable admin fee (inclusive of VAT) for assisting with the preparation, submission and administration of client insurance claims.

Late payment of fees

- 8.12. If your payment is not received by us in accordance with clause 8.7, we may charge interest on any balance outstanding at the rate of 5% 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. We may refuse to supply the Services to you until you have paid the overdue amount.
- 8.13. We shall take such action as we consider appropriate to recover overdue amounts, which may include engaging third party debt collection agencies and/or instigating proceedings against you in the county court. In such cases, any costs levied by the debt collection agency and associated legal expenses will be added to the overdue amount owed by you. Please note that the use of debt collection agencies and the county court could affect your future credit rating.
- 8.14. If you cannot pay for the Services provided our obligations will be limited to fulfilling our minimum legal responsibilities and professional regulatory obligations to the animal under our care.

9. YOUR LEGAL RIGHTS AS A CONSUMER CLIENT

- 9.1. If you are a **business client**, this clause 9 does not apply to you.
- 9.2. If you think there is something wrong with the Services provided, you must let us know by contacting the Practice.
- 9.3. We honour our legal duty to provide services that are as described and that meet all the requirements imposed by law.

10. OTHER IMPORTANT INFORMATION

Prescriptions

- 10.1. Any reference to 'veterinary medicines' in these terms is to Prescription Only Medicines, Category V ("POM-Vs").
- 10.2. 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.
- 10.3. 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 10.4 below, we will refund the price of that veterinary medicine product in full, including the cost of sending the item to you.
- 10.4. 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 who will investigate the matter 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.
- 10.5. It is also an offence to onward sell any veterinary medicines 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

- 10.6. 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 pet's medical records are our property

- 10.7. This includes test results, x-rays, MRI scans and ultrasounds. You may ask us to provide a copy of your pet's medical records to another veterinary service provider (such as an out-of-hours service or if you are moving to another veterinary 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.

11. END OF THE CONTRACT

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

12. OUR LIABILITY TO YOU IF YOU ARE A CONSUMER CLIENT

12.1. This clause only applies if you are a consumer client.

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

- 12.2.1. 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);
- 12.2.2. caused by a delaying event outside our control, as long as we have taken the steps set out in clause 6;
- 12.2.3. avoidable, i.e., something you could have avoided by taking reasonable action, including following our reasonable instructions; or
- 12.2.4. a business loss, i.e., it relates to any liability for any loss you suffer in connection with your trade, business, craft or profession.

13. OUR LIABILITY TO YOU IF YOU ARE A BUSINESS

13.1. This clause 13 only applies if you are a business client.

- 13.2. Subject to clause 13.3 and clause 13.4, 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 euros) for each and every claim.

- 13.3. Nothing in this contract shall exclude or limit the liability of either party in respect of:

- 13.3.1. death or personal injury arising from negligence;
- 13.3.2. fraud or fraudulent misrepresentation; and/or
- 13.3.3. any liability which may not otherwise be limited or excluded under applicable laws.

- 13.4. Subject to clause 13.2 and clause 13.3, 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:
- 13.4.1. loss of profits, loss of business, loss of revenue and/or loss of goodwill;
 - 13.4.2. loss or corruption of data and/or loss or corruption of software or systems;
 - 13.4.3. 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);
 - 13.4.4. losses that were not foreseeable to you and us when the contract was formed; or
 - 13.4.5. 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.

14. THIRD PARTY RIGHTS

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

15. DISPUTES

- 15.1. **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.
- 15.2. 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.
- 15.3. 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 pet
 - 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
- 15.4. 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.
- 15.5. If you are not satisfied with the outcome of this process, you may raise your concerns by emailing 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.

- 15.6. **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 VCI at: <https://www.vci.ie/Complaints-Procedures>. If you are not satisfied with the outcome, you can still go to court.
- 15.7. **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.
- 15.8. 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).
- 15.9. **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.

16. DATA PROTECTION

- 16.1. 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 our Privacy Notice which can be found on the Practice's website.
- 16.2. 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.

17. PROHIBITION ON IMAGING AND RECORDING DEVICES

- 17.1. To protect the privacy of our staff and other clients 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.
- 17.2. Any individual that is found taking imaging or sound recordings on the Practice's premises, may be asked to immediately stop the imaging or recording and to delete the imaging/recording material.
- 17.3. CVS (UK) Limited reserves the right to take legal action against any individual that covertly uses any imaging or recording device in a Practice, and/or uploads such material to social media (including Tik Tok, Twitter, Instagram and Facebook) or any internet site.