

Shantock Hall Lane Bovingdon HP3 0NQ Tel: 01442 833198 info@hopevets.com www.hopevets.com

1. Terms and Conditions

These are the terms on which we, Hope Vets LLP ("Hope Vets"), supply veterinary services and related products to you. These Terms and Conditions shall apply to all supplies of services and goods by us to you unless we have expressly agreed to any variation.

2. Supply of Services

We shall ensure that all services are supplied by suitably qualified staff, taking into account the nature of the service to be supplied. These services will meet the reasonable standards denoted by the RCVS guidelines for practice standards and the professional conduct of veterinary surgeons and veterinary nurses. Hope Vets is a training practice and it is possible that Student Veterinary Nurses will be involved at multiple stages in the treatment of your pets. If you wish not to have students involved in the care of your animals then please let us know and we will respect your wishes. We reserve the right to decline to supply services at our absolute discretion.

In most cases we look to follow a treatment plan that we have discussed and agreed with you. In some circumstances, such as an emergency or where we perceive there to be a welfare issue, we reserve the right to provide such services as are reasonably necessary, in the professional judgement of the veterinary staff providing the services without first agreeing a treatment plan. You remain liable for the costs of any services or goods we supply even where these have not been provided according to an agreed treatment plan.

Our services shall be supplied during our normal business hours (these may change from time to time). Our current opening hours can be found on our website. At our discretion we may arrange for services to be supplied at other locations and at other times. Where we are providing an out of hours service, there is likely to be a surcharge for this service.

Our regular out of hours service is provided by Vets Now. Although we work closely with Vets Now to ensure that your animals receive the highest level of care, we are separate businesses and we cannot be responsible for their provision of services/goods or the cost of those. However, should you have any issues with Vets Now, please let us know and we will raise it with them.

3. Supply of Goods

Any Products supplied by us shall be of satisfactory quality and fit for the purpose we have specified. In the event of any defect in any product supplied by us, **our liability to you shall be restricted to replacing the product or refunding the price paid by you for the product**. Any further claims must be pursued against the manufacturer of the product.

All medicines or medicinal products supplied by us are supplied exclusively to be used in accordance with the instructions supplied with them (in writing or orally) and exclusively for the animals specified.

We are normally unable to refund any unused products that have left our control.

4. Charges and payments

Our fees are calculated by reference to the treatment given and the length of time spent on treatment by our staff. The cost of drugs (where applicable) and VAT are included in our fees. If you want us to, we will provide you with an estimate of the likely costs involved in diagnosis and treatment. Of course we will try to stick to that estimate, but the diagnostic and treatment plan can sometimes vary along the way. We will try to provide you with an updated estimate if it becomes apparent that costs may vary from the original estimate, but there may be certain situations (e.g. an emergency or where we cannot get in touch with you) where this is not possible.

We accept payment in cash or by credit/debit card. There may be an additional charge for certain cards, or where payment is taken over the phone or electronically. On some occasions we may arrange payment by direct debit. These also will attract an additional charge. **Payment of any bill is due at the time of treatment unless we agree to alternative terms**.

If you do not pay the bill within the terms mentioned above, we reserve the right to charge you interest on the amount outstanding on a daily basis from the date payment is due. Interest will be calculated at an annual rate equal to the rate for payment of interest on judgment debts. If for any reason your debt remains unpaid and we have to resort to chasing payment ourselves, using a debt collection agency or to legal proceedings, we will seek to recover the costs we incur in chasing the debt from you.

If any amount owed to us remains outstanding, then until all amounts which you owe us have been paid, we reserve the right to cease treating your animals immediately.

If there are any problems in making payment, please talk to us and we will try to help as much as we can.

5. <u>Insurance</u>

We work with most insurers and can assist you to make a claim in most cases. We charge for our time in relation to this service. Please be aware that this is a charge which would not typically be covered by the insurer. Where you wish to make a claim, please let us know and we can advise on the process. Typically we expect you to settle our bill in line with the section above, and then to claim reimbursement from the insurer. In some cases we may be able to claim directly from the insurer but we do not guarantee to offer this service. Please remember that even where we agree to claim directly, you remain liable for the full fee until the full bill has been settled. Even where an insurance claim is made, the insurance excess and any fees the insurer does not cover will be due at time of treatment unless we agree to alternative terms.

6. <u>Complaints</u>

In the event that you are dissatisfied with any aspect of the services or goods we supply, in the first instance you should contact the Practice Manager to discuss your concerns. The best way to do this is by email to steven@hopevets.com. If for some reason it is not practicable to refer your complaint

to the Practice Manager (for instance because the complaint relates to the conduct of the Practice Manager) then please refer your complaint to another member of staff who will ensure that is dealt with by the appropriate member of staff.

We will endeavour to deal with any complaint promptly and with discretion. If you are dissatisfied with our response you may wish to contact our regulator, the Royal College of Veterinary Surgeons.

In the case of a complaint, we may share your information with our insurers or our indemnity providers or other professional advisors.

7. Data Protection

We will comply with any laws relating to data protection which are in force.

We use the personal information you provide to us to:

- (a) provide veterinary services and products;
- (b) process payments; and
- (c) inform you about information, services and products that we believe may be of interest to you, but you may stop receiving these at any time by contacting us.

In order to provide the services above, we may use selected third parties to process your data. More information about data protection can be requested from the Practice Manager.

8. Miscellaneous

These terms and conditions shall be governed by English Law and we and you submit to the exclusive jurisdiction of the English courts, without prejudice to our right to seek recovery of any sum due by you before any other court or tribunal.

In the course of treating your animal, we may make or instruct others to make some specific investigations, for example generating lab results, taking radiographs or performing ultrasound or MRI scans. Case records including x-rays and ultrasound or MRI scans are the property of, and shall be retained by, us. Copies can be passed to another veterinary surgeon taking over a case, on request to us and subject to settlement in full of all sums due to us.

If you request a prescription (including a repeat prescription) for your animal we can only supply the medication if a veterinary surgeon caring for your animal has authorised the prescription. In most cases this will mean that your animal must have been seen by one of our veterinary surgeons within a time period that they consider appropriate.

There will be a charge for such repeat prescription to cover the time, expertise and professional insurance costs involved.