

# Terms & Conditions

Thank you for choosing Stoven Hall Equine Clinic & Rehabilitation Centre Ltd, trading as Stoven Hall Veterinary and Rehabilitation Centre (thereafter referred to as SHVRC) to treat your horse, pony, donkey, dog, cat and rabbit. We hope that we can offer you a high quality veterinary service for many years to come.

This document sets out the terms of the contract established between us (Stoven Hall Equine Clinic and Rehabilitation Centre Ltd trading as Stoven Hall Veterinary & Rehabilitation Centre) and you (the registered animal owner (“Owner”) or individual requesting veterinary services) which comes into being when you register your animal with our veterinary practice, or when you ask us to provide veterinary services. By registering your animal with the practice or by completing and signing a registration form, you agree to be bound by these Terms and the Stoven Hall Veterinary & Rehabilitation Centre’s (SHVRC) privacy policies. Copies are available from this practice or at [www.stovenhallvets.co.uk](http://www.stovenhallvets.co.uk). Please read these carefully before signing.

Some aspects of the Terms and Conditions may not be relevant to you and we request that you ask for further explanation and clarification if required. Should you have any queries regarding any aspect of these terms of business, please do not hesitate to ask us or contact the practice on our usual numbers for further clarification.

## **GENERAL TERMS (APPLYING TO THE PROVISION OF ALL GOODS AND SERVICES)**

### **Our Services**

All of our veterinary surgeons and veterinary nurses (“Veterinary Staff”) are subject to the RCVS Code of Professional Conduct.

We may need certain information from you so that we can carry out treatments on your animal and provide the veterinary services. We will contact you to ask for this information. If you do not give us this information within a reasonable amount of time of us asking for it, or if you give us incomplete or incorrect information, we will not be liable for any delay in carrying out a treatment or other veterinary service or any injury or death caused to an animal as a result.

### **Consent**

As part of the ongoing treatment of the animal, our Veterinary Staff will recommend treatment plans and courses of action to promote the animal’s welfare. Wherever possible, we will obtain your consent before undertaking any procedure or course of treatment and require you to sign and date our consent form (“Consent Form”). The Veterinary Staff will discuss possible treatment options before you sign the Consent Form or give consent.

In exceptional circumstances, our Veterinary Staff may need to provide emergency treatment (“Emergency Care”). In the event that Emergency Care is required, practice staff will take reasonable steps to contact you to obtain your prior consent, but you acknowledge and consent that we are authorised to take all such steps as the Veterinary Staff reasonably believe are necessary to promote the welfare of your animal and that you will be responsible for the costs incurred in taking such steps, whether or not your consent has been obtained. We will provide you with full details of the treatment provided as soon as is reasonably practicable.

## **Fees**

All fees for services and prices for goods (including food, accessories and drugs) are subject to VAT at the applicable rate (currently 20% for standard rated items). Prices for goods are as marked or notified at the point of purchase. You will receive a detailed invoice for every consultation, surgical procedure or transaction with us. A full fee breakdown will appear on your invoice.

Fees for services include our professional fees in respect of the veterinary services provided, along with the cost of any drugs, materials or consumables used in the provision of the services ("Fees"). Professional fees vary according to the time spent on a case, and the level of expertise required of the staff looking after your animal.

## **Estimate of treatment costs**

We will happily provide a written estimate as to the probable costs of a course of treatment. Please bear in mind that any estimate given can only be approximate – often an animal's illness will not follow a conventional course, and the final fee could be higher or lower than this estimate depending on complications during treatment and patient response to treatment. We will endeavour to contact you as soon as we have reason to believe the costs could be significantly higher than the estimate.

## **Method of Payment**

You may settle your account using:

- [ CASH
- [ DEBIT/CREDIT CARD – e.g. Maestro, Solo, MasterCard, Visa, Delta etc.
- [ ONLINE BANKING – Our account details are given on every invoice and on our website. Please give your surname and animals name as the reference.

For some procedures, pre-payment on a credit/debit card will be required.

## **Payment/Settlement Terms**

Please refer to the specific terms regarding payment for small animal and large animal and commercial work below.

### **The following general payment terms apply in ALL cases.**

We do not offer account facilities. Clients are asked to pay at the time of treatment and we reserve the right to ask for full payment to be made by debit/credit card prior to any treatments being carried out or goods being supplied.

The Owner is responsible for payment of all Fees. If the Owner is insured, the Owner will remain liable for the payment of all Fees stated. Until we receive settlement in full from the insurer, we reserve the right to request payment from the Owner. While we will provide all accurate information required in expediting any claim, we cannot negotiate with the insurance company. If an insurance claim is unsuccessful, the Owner will be expected to pay any costs associated with the care of their animal.

If you become unable to pay your account according to the standard terms, this must be discussed with the veterinary practice as soon as possible. Please note that instalments or part-payments of any account may **ONLY** be sanctioned with the express permission of one of the Directors/Practice Principal.

In the absence of any other arrangement agreed with the Practice Principal, Dr Sally Kidner, accounts not settled within our standard terms will be subject to a late payment interest charge of 5% above the Bank of England base lending rate. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgement. You must pay us the interest together with any overdue amount. In the case of commercial work, interest and charges shall be calculated in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

Should it be necessary for payment reminders to be sent, further charges will be incurred. These however, may be deducted if payment is made promptly.

If you do not pay your invoice when it falls due, we shall take such action as we consider appropriate to recover our fees which may include engaging third party debt collection agencies to recover the outstanding fees and/or instigating proceedings against you in the County Court. In such cases, any costs levied by the debt collection agency will be added on to the outstanding balance owed by you and/or we will seek to recover any legal expenses from you. Please note that the use of debt collection agencies and the county court could affect your future credit rating.

We shall be entitled to suspend the provision of any further goods and/or services until you have paid any outstanding sums in full. Where we consider it appropriate to do so, we may require payment on account before goods and/or services are provided. If we do have to resort to sending the debt to our agency, then we will not be able to act for you in the future and we will give two weeks notice accordingly, stating that we will no longer provide veterinary care for your animals. We would then be able to offer NO further treatment to your animals, including emergency treatment.

Any cheque returned by our bank as unpaid, any credit card payment not honoured and any cash tendered that is found to be counterfeit will result in the original account being restored to the original sum, with a further charge of £25.00 being added in respect of bank charges and administrative costs, together with interest on the principal sum.

### **Credit check**

We may carry out a credit check against you at any time during the term of our contract. To do this, we will seek your prior consent to pass your personal information to credit reference agencies but we will obtain your consent. This will not adversely affect your credit rating. The credit reference agency may check the details you supply to us against any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained. We may share the results of these identity checks (where required to do so) with our Bank for the purposes of providing our services to you. Please note that any refusal to provide your consent to this credit check may result in our inability to provide services and/or goods to you.

### **Provision of Prescriptions**

Prescriptions are available from this practice and there is a fee for writing a prescription that is published on our website and in the practice office. Prescription charges are applied only when you request a prescription from us, but go elsewhere to have the prescription filled. Our fee for writing a prescription may change from time to time. You may obtain prescription only medicines category V(POM-Vs) from us, your veterinary surgeon or ask for a prescription and obtain these medicines from another veterinary surgeon or pharmacy. All prescriptions will be sent directly from Stoven Hall Vets to the veterinary surgeon or pharmacy of choice – prescriptions will not be given directly to clients.

*Please note:*

*Your veterinary surgeon is only able to prescribe POM-Vs for **animals under his or her care.***

- [ A prescription may not be appropriate if your animal is an in-patient or immediate treatment is necessary.
- [ You will be informed, on request, of the price of any medicine that may be prescribed for your animal.
- [ The general policy of this practice is to reassess an animal requiring repeat prescriptions at least every 3-6 months, but this may vary with the individual circumstances. There is a charge for re-examination, details of which will be provided on enquiry.
- [ Each prescription will cover the quantity of medication required for a period of up to 3 month's treatment, at the veterinary surgeon's discretion.

We require at least 48 hours' notice for any requests for a repeat or written prescription.

Please note that we cannot accept the return of any prescription drugs, as such items cannot be resold. If you wish us to safely dispose of any unwanted medication, we can do so. There may be a charge for this.

#### **Client records:**

Client and clinical records, and other such similar documents (including, but not limited to, digital imaging results), are and shall remain the property of Stoven Hall Equine Clinic & Rehabilitation Centre Limited (SHVRC). Copies of clinical records may be passed to another veterinary surgeon on request should you move surgeries.

We never discuss or sell confidential records to any third party other than if you move surgeries or are referred to another veterinary surgeon.

#### **Our Staff:**

We are committed to providing a work environment that is free from harassment, bullying, intimidation, violence or abuse and we will not tolerate any behaviour which is contrary to this. If our staff reasonably believe that you are acting in an inappropriate manner, we reserve the right to:

- (i) Require you to leave the Practice
- (ii) Suspend the provision of the Services
- (iii) Contact the relevant authorities to ensure the safety and security of our staff, other clients, animals and property
- (iv) Terminate your Registration in accordance with these Terms.

#### **Liability:**

Our liability in respect of all and any claims, damages or losses arising in respect of the goods and/or services provided by us or arising in connection with any attendance at our practice or attendance at any property by one of our vets shall be limited in accordance with our insurance cover as detailed above. In the event of any uninsured claims, damages or

losses our liability shall be limited to the value of the goods and/or services to which the claim, damages or loss relates.

### **Data Protection:**

When you register your animal with our practice, or request that we provide veterinary 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. From time to time, we may also use your contact details to provide you with information about new services or special offers offered by SHECRCL or selected third parties.

We comply with the Data Protection Act 1998 and will take reasonable precautions to ensure that your data is kept securely, used appropriately and is not shared with third parties, except as required for the purposes outlined above. You are entitled to be provided with details of the data that we hold about you on request and payment of a £10 fee.

### **Complaints & Standards:**

We always aim to provide the very best service to all our clients and hope that you never have recourse to complain about the standards of service received from Stoven Hall Vets. However, there may be a specific problem which you wish to discuss, or an area where you feel we could improve our service to you.

It is practice policy to ensure that all complaints are dealt with swiftly. A complaint is considered to be any form of verbal or written correspondence from a client (or other interested party), claiming dissatisfaction with respect to a member of staff or the overall service provided by the practice.

Written complaints may be sent to: Stoven Hall Veterinary & Rehabilitation Centre Ltd at Stoven Hall Farm, Stoven, Beccles, Suffolk, NR34 8ET. Alternatively, they can be e-mailed to [info@stovenhallvets.co.uk](mailto:info@stovenhallvets.co.uk).

Verbal complaints may be made by telephone to 01502 575 901 or in person to any member of staff. Lorraine Webster is our staff member responsible for handling client complains, so you may wish to contact Lorraine in the first instance. Lorraine will register all complaints in the practice's complaint register.

If a complaint is received by any member of staff other than the Directors, the complaint will be immediately forwarded to a Director who will take overall responsibility for investigating and responding to the complaint. Where a complaint is about the Directors, another senior member of Stoven Hall Vets will take overall responsibility for investigating the complaint to avoid any conflict of interest. We aim to acknowledge all complaints within 24 hours, and to investigate and respond to all complaints within 10 working days. Where it is not possible to fully respond to a complaint within 10 working days, for example if an investigation has not been fully completed within that time, we aim to provide progress reports giving an indication of when a full reply will be given.

Stoven Hall Veterinary & Rehabilitation Centre (SHVRC) has a full written complaints procedure which is available below. Complaints are reviewed individually and annually to identify any trends which may indicate a need to take further action. The overall responsibility for any complaint falls with the Directors of the practice.

### **Ownership of Radiographs and Clinical Records**

The care given to your animal may involve making some specific investigations, for example taking radiographs or performing ultrasound scans. Even though we make a charge for carrying out these investigations and interpreting their results, ownership of the resulting record, for example a radiograph, remains with SHVRC. Copies, with summary of the clinical history, will be passed on by request to another veterinary surgeon taking over the case once all outstanding fees have been settled.

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

Stoven Hall Vets will always promptly facilitate any requests from clients for referral or a second opinion. All relevant clinical history and other clinical information, e.g. radiographs, lab results will be forwarded to the veterinary surgeon who will be taking on the case. The practice refers the majority of its cases to Rosssdales (equine) and Dick White Referrals (small animal), Newmarket. However, if a client has a preference for a particular specialist, this can be arranged.

With respect to requests for the practice to provide a second opinion, we will ensure that this is conducted in a professional manner. This will involve the practice directly contacting the original veterinary surgeons for all clinical history and making them aware that a second opinion has been requested. Once the animal has been examined, the practice will discuss the findings and proposed treatment plans with the original veterinary surgeon, as soon as it is appropriate. We will not attempt to take over the case, unless the client requests changing practice.

## **ADDITIONAL TERMS APPLYING FOR SMALL ANIMAL WORK ONLY.**

### **Payment**

You must pay for all goods (including drugs) at the point of purchase.

You must pay for all services as they are received. You will be advised exactly when payments are due depending upon the nature of the services that we provide to you, but you should expect to make payments at the end of each consultation and upon the discharge of your pet from our care. In the event that your pet is hospitalised, we may require part payment in advance of any period of hospitalisation and/or stage payments for longer periods of hospitalisation. If your pet is hospitalised, we will try to phone you each day to discuss the progress of your animal and the fees incurred once the veterinary surgeon has completed their morning rounds.

Payment is accepted by cash, debit card/credit card, or BACS transfer. Please note that if a pet is registered with our practice, we will assume that any person other than the registered pet owner who may bring the pet in for treatment is duly authorised by the registered pet owner to seek treatment for the pet and to incur costs for which the registered pet owner will be liable. Where a pet is not registered with our practice, we will assume that the individual requesting treatment accepts liability for all costs incurred.

### **Insurance**

We strongly support the principle of insuring your pet against unexpected illness or accident. Subject to a satisfactory insurance with a SHV approved insurer, the practice can, at the client's request, submit a claim directly to the insurer. In such cases, the client must pay the excess, any excluded amounts and insurance claim form processing fee £15 at the end of the consultation or upon demand and, in the event that a claim is refused by the insurers, will remain liable for our fees. In the event that 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. The practice charges an insurance claim form processing fee for this service.

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 want us to submit a claim directly to your insurer, you will be liable to pay our fees as they become due and may then seek to recoup the cost from your insurer yourself.

### **Home Visits**

In most cases, your pet will receive better treatment if it is brought into the surgery where we have the equipment, facilities and staff necessary to treat them. However, there are some cases when it may be preferable to provide treatment at your home. We endeavour to come out to your home during normal surgery opening times, at your convenience, but we ask that you call the surgery in the morning so we can arrange this around other duties. There is an additional charge for a home visit. An estimate of fees can be provided when calling to book the visit. Please note that "Veterinary surgeons are not obliged to attend away from the practice, unless in their professional judgement it is appropriate to do so." (3.39 RCVS Code of Professional Conduct)

### **Out of hours care and hospitalisation.**

We have provisions in place to provide emergency care for outside normal surgery hours. In circumstances where this is provided by a third party operating from our premises or at a dedicated out of hours emergency clinic, any fees incurred during the out of hours times will be payable directly to that third party. Further details concerning the precise arrangements for emergency service are available at the practice.

## **ADDITIONAL TERMS APPLYING TO EQUINE WORK ONLY.**

We will assume that all liveries and stables are duly authorised by the animal owner ("Owner") to seek veterinary services at the cost of the Owner whether or not the animal is registered with the Practice.

### **Passports:**

All horses, ponies and donkeys are required to have horse passports ("Passport"), which must be available for Practice Staff 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.

### **Fees and Payment**

In the event that your animal is hospitalised, we shall require part payment in advance of any period of hospitalisation and/or stage payments for longer periods of hospitalisation.

In the event that our invoice remains unpaid or is disputed by the Owner and the livery stable is unable to produce a written agreement between it and the Owner authorising the livery or stable to seek veterinary services at the Owner's cost, we shall be entitled to recover all unpaid or disputed costs from the livery or stable.

We may ask for a deposit on Registration. If any sums remain unpaid after their due date for payment, we may deduct them from the deposit. The remainder of any deposit will be returned to you upon termination of this contract and our services.

If you do not make any payment to us when it is due, we reserve the right to exercise a lien and power of sale over your animal (left in our care) for all fees, costs and expenses charged under or in connection to services provided by us.

We are entitled to retain the animal in our possession until full payment is made and if any such sum remains unpaid (in full or part) more than 60 days after the date of the invoice/treatment, we are entitled to dispose of the animal in such manner and at such price as we think fit on the expiry of 21 days' notice to the owner of the animal. Such notice will be given in writing, be given in person or sent by first-class post to the owners last known address, state the amount due, and state our intention to dispose of the animal unless the amount due is paid in full by the expiry of the notice period.

We will apply the proceeds of any disposal in the following order:

- (i) Payment of disposal costs
- (ii) Payment of outstanding fees, costs and expenses charged under or in connection with any services we have provided
- (iii) Payment of any other costs and expenses, including the cost of caring for the animal during its retention pending disposal
- (iv) Payment of any remainder to you

**Insurance:**

Stoven Hall Veterinary and Rehabilitation Centre (SHVRC) strongly recommend that our clients consider taking out animal health insurance to provide cover for equines (and small animals) against unexpected illness or accidents.

Please be aware that it is your responsibility to settle your account on our normal terms, regardless of any insurance claims being made. Subject to satisfactory insurance with a SHVRC approved insurer, the practice can, at the client's request, submit a claim directly to the insurer. Any insurance payments for veterinary fees must be made direct to us from the insurance company unless the balance for any insurance claim has already been cleared in full by our client, in which case our client can request that the insurance payments are made directly to them. Any costs that are not covered by your policy must be settled under our normal terms, including the policy excess, insurance form processing fees (currently £15 per claim), livery fees, excluded treatment items and excluded supplements, etc. Insurance forms will only be processed after the policy excess, any excluded amounts and the £15 form processing fee has been paid to the practice.

Where treatment is expected to exceed £1,000 from the onset of a condition, pre-payment will be required on a debit/credit card before treatment can begin.

Payment will be required under our normal terms if your insurance company does not settle any claim, or if the costs of any treatment given exceed your insurance limit.

In the event that 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.



## **Referral**

If a case is referred to an external centre, payment is due directly to that centre in accordance with their own terms and conditions.

## **Zone visits:**

Our zone days which offer free visit fees for routine work are exceptionally popular. We feel that they are the best way to keep the cost of routine veterinary work down. The main practice territory is divided into seven zones. (Map available online) The free visit days are held on Tuesdays and Thursdays (excluding the Christmas period). Each of the seven zones are therefore visited every month.

Payment for all work carried out on our visit fee free days must be made either in advance or at the time of your visit. Payment can be made either by calling the office or by the veterinary surgeon on the day. If payment cannot be made at the time of your visit, Stoven Hall Vets reserve the right to refuse to carry out any work requested.

Unfortunately, we are unable to offer visit fee free days to any areas outside the marked zones.

Zone day appointments must be booked at least 48 hours in advance. If you are unable to book your appointment at least 48 hours in advance, the office may offer you a full-price visit at another convenient time, or you may have to book onto a subsequent zone day.

Exact times for these free visits cannot be offered. You will not be able to choose the specific veterinary surgeon you would like to carry out the work, but all of our veterinary surgeons are experienced horse vets. You will be contacted by telephone the day before your appointment to be advised of your allotted time window. You will also be contacted by telephone 30 minutes before the vet is due to arrive. If we are unable to contact you by telephone, the visit will be cancelled and a cancellation fee may be charged.

We reserve the right to charge a booking fee of £15 per animal for a zone visit appointment. This will be discounted from the invoice at the time of treatment on the booked zone day date. In the event that you do not attend your appointment on the designated date, or cancel less than 48 hours before the actual zone day, this booking fee is non refundable.

On some of our busier zone days, it is possible that we will be oversubscribed even if you do book your appointment at least 48 hours in advance. On these occasions, you will be offered an alternative date (month) for your visit, or alternatively a paid visit to accommodate any time constraints you may have.



**No addition or variation of these conditions will bind the practice unless it is specifically agreed in writing and signed by one of the practice directors. No agent or person employed by or under contract with, the practice has the authority to alter or vary these conditions in any way.**