

Howden Animal Health Terms & Conditions

This document sets out the terms of the contract established between Howden Animal Health Ltd (Trading as Howden Animal Health) and yourself when you register your pets for the supply of Veterinary Services and Products from us.

Should you have any queries regarding any aspect of these terms of business please do not hesitate to contact us for further clarification.

Our Veterinary Services Consent

As part of any treatment of your pet, our Veterinary Team will recommend treatment plans and courses of action to promote your pet'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 Team will discuss possible treatment options before you sign the Consent Form or give consent. You must leave an emergency contact number on this consent form so that we may contact you in the event of an emergency or change in treatment plan.

In exceptional circumstances, our Veterinary Team may need to provide emergency treatment ("Emergency Care"). In the event Emergency Care is required, practice team members will take reasonable steps to contact you on the emergency contact number you provide to us on the day to obtain your prior consent but you acknowledge and consent that we are authorised to take all such steps as the Veterinary Team reasonably believe are necessary to promote the welfare of your pet 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.

Age restrictions

You must be 18 years or older to purchase any goods or book an appointment.

Estimates

Estimates are provided verbally either at the time of booking the appointment or during the consultation itself. Written estimates are available on request. All estimates given are only approximate, 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 that the costs could be significantly higher than the estimate.

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. 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. Professional fees vary according to the time spent on a case, and the level of expertise required of the staff looking after your pet.

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.

Payment is accepted by debit/ 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.

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.

If you do not pay your invoice when it falls due, we reserve the right to add a £15.00 late payment fee to your account and 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.

Debt Recovery Charges

In the event of non-payment of any invoice in its entirety within the required period, further administrative and debt recovery charges may be applied to your account and referral to Debt Recovery will take place forthwith.

Please note that upon referral to a debt recovery agency of our choice, you will incur additional fees. You agree to reimburse us of all debt recovery charges we incur in the pursuit of recovering the debt due to the additional correspondence, phone calls, reports, administration costs and other debt recovery actions.

You contractually agree to pay these additional debt recovery sums and interest as a result of your non-payment under the agreed payment terms.

If the account remains in arrears 30 days after referral to the debt recovery agency, we reserve the right to commence legal proceedings. You agree that you will be liable for any additional debt recovery costs thereafter as well as legal costs.

In the event of non-payment, we reserve the right to suspend all services until the account is brought current. If payment is not received within 30 days of suspension, we reserve the right to terminate the contract, 14 days notice will be given, without liability. Please note county court judgments can impact your credit rating.

Deposits and Cancellations

We strive to provide quality health care to all pets. No-shows for surgical and consultations impact our ability to provide this level of service to our clients and their pets. Please be aware of our policy regarding appointment deposits and cancellations.

- A 50% deposit for surgical/dental procedures, admission to the clinic for diagnostic X-rays or veterinary consultations will be requested for new and existing clients at time of booking
- We ask for more than 48 hours for cancellation of surgical/dental and diagnostic X-ray bookings
- Any cancellation or reschedule for surgical/dental or diagnostic X-rays made with less than 48 working hours' notice will result in a cancellation fee of the deposit amount
- Any last-minute cancellation or no show for veterinary consultations will result in a cancellation fee of the deposit amount
- In the event of a true, unavoidable emergency, all or part of your cancellation fee may be refunded or applied to future services.

Prescriptions

Prescriptions are available from the Practice. You may obtain prescription only medicines, Category V (“POM-Vs”) from the Practice or ask for a prescription and obtain these medicines from another veterinary surgeon or a pharmacy. We can only prescribe POM-Vs for pets under our care. A prescription may not be appropriate for an in-patient or where immediate treatment is necessary.

The Practice will advise you about prescription charges (“Prescription Charge”). Prescription Charges are applied only when you request a prescription but go elsewhere to have the prescription filled. Pets requiring repeat prescriptions will need to be re-assessed periodically by the veterinary surgeon dealing with the case. The re-examination interval will vary between clinical cases. We require at least 48 hours’ notice for any requests for a repeat or written prescription. There is a charge for a re-examination, details of which will be provided on enquiry.

Please note that the Practice cannot accept the return of any prescription drugs as such items cannot be resold however, we can assist with the safe disposal of medication that is no longer needed, further details are available from our Practice Team.

Liability

Nothing in this agreement shall limit or exclude either party's liability (a) for death or personal injury caused by their negligence, (b) for fraud or fraudulent misrepresentation; or (c) for any other act, omission, or liability which may not be limited or excluded by law.

If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of this agreement or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable.

We only supply products to you for domestic and private use and we will not be liable for business losses.

Required changes

We can always make changes to these terms and the goods and veterinary services we supply (without notifying you) for the following reasons:

- To reflect changes in relevant laws and regulatory requirements.
- To make minor technical adjustments and improvements, for example in respect of goods supplied to your pet. These are changes that do not affect your pets use of the goods or veterinary services; and
- Where such changes to the veterinary services and/or goods would be in the best interest of your pet in our reasonable opinion.

Material changes: Where we make changes that have a material impact on these terms or the supply of the goods or veterinary services provided to you, or where they affect your consumer rights, we will notify you and if you do not agree with the changes, you are free to cancel your order/appointment in accordance with your rights set out in these terms and receive a refund for any goods or veterinary services you have paid for in advance, but not received.

Data Protection

We take our responsibilities under data protection legislation seriously and have in place policies, procedures, and security measures to look after your data.

Client and clinical records, and other similar documents (including, but not limited to, digital imaging results), are and shall remain the property of the Company. Copies of clinical records may be passed to another veterinary surgeon on request should you move surgeries.

The care given to your pet 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, will also remain with us.

As part of our ongoing commitment to the development of the veterinary profession, from time to time the Practice may share anonymised data with research institutions. Please talk to our Practice team for further information.

Complaints

We pride ourselves on offering a quality service and take customer complaints seriously. Should we not meet your expectations on any aspect of our service, please let us know at the time where possible.

Alternatively, should you wish to raise a formal complaint, we ask that you contact the practice in writing (for the attention of the Clinic Director) within three months of the complaint event. The Clinic Director will then investigate your complaint thoroughly.

Insurance

We strongly support the principle of insuring your pet against unexpected illness or accidents.

Our normal practice is for payment to be made in full by you at the time the Veterinary Services or the Products are supplied, either at the end of the consultation, the discharge of your pet or upon collection of the Products. All invoices must be settled in full on receipt of the invoice. We may at our absolute discretion agree that you may delay payment of an invoice pending recovery of the sum from your insurer for such reasonable period as we may agree in writing. You remain liable in full for all invoices and all sums shall become due and payable in full by you at the end of this extended payment period irrespective of whether your insurer has made payment to you.

In some circumstances, agreed in principle with the Clinic Director, and subject to satisfactory insurance, the practice can 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.

Out of Hours care

The provider for emergency care for outside normal surgery hours is shown on each clinic page. Any fees incurred during the out of hours times will be payable directly to the provider.