

# Westover Vets Ltd.

## Terms and Conditions of Business



Westover Vets Ltd is a limited company, number No 8986803, Registered in England & Wales. Registered office, Hornbeam Business Park, Hornbeam Road, North Walsham, NR28 0FX.

This sets out the terms of business upon which we, Westover Vets Ltd, will provide veterinary services. By instructing us to perform services, or by purchasing or ordering goods you are making an offer and you are confirming that you agree to these terms of business. If we accept your instruction, purchase, or order, a legally binding contract is made between us and you.

Our commitment to you

We aim to provide you with a first-class service. We aim to provide your animals with the highest standard of veterinary diagnostics, treatment and care.

### Fees

All professional fees, consumables and charges for drugs and services are subject to VAT at the current rate. Fee levels are determined by the time spent on a case, the level of intensity of investigation and treatment used, the expertise required, and the technical equipment used, in addition to the costs of drugs, materials and consumables used. Some example fees for routine services are available on our website.

All branches of Westover Vets Ltd will charge a reasonable fee for completing insurance forms from insurance companies; this fee reflects the time that we have to invest in completing this paperwork. A standard fee will be charged per insurance claim form and a reduced fee will be charged for continuation forms.

You agree to pay to Westover Vets Ltd all costs and expenses that may be incurred whilst your animal is under Westover Vets Ltd care. You understand that if complications occur, the costs, which you will be liable for, may well be in excess of those first anticipated.

You will understand that quite often the investigation and treatment of accident, illness and injury does not follow a predictable "standard" course, and therefore costs may vary and be difficult to predict accurately. Where complex or costly investigation and treatment is anticipated, we will discuss this with you and provide you with an estimate where possible. If specifically requested, we will provide you with a written estimate but, unless stated to the contrary, such an estimate will be for guidance only. We will endeavour to inform you of significant changes from the estimate throughout the progress of each case investigation/treatment. Depending on the treatment/investigation process this may not be possible. Please be aware that where unexpected problems and complications occur, costs are likely to increase.

### Invoicing and payment terms

Payment is due at the time for consults. An itemised invoice will be produced after each consultation upon request.

Unless otherwise agreed, clients will be invoiced at the conclusion of investigation/treatment, and payment in full will be expected at time of discharge.

Where significant fees are likely to be encountered, a deposit (normally by credit or debit card payment) may be requested at the time of admission.

Unless we agree otherwise, our invoices are payable on receipt.

The current rate of interest charged is 8% per month and this interest will accrue on any amount outstanding from the due date for payment until actual payment. In the event of non-payment,

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you will be liable for our costs of recovery (including legal fees) and in addition we may refer your account to a debt collection agency and their fees will also be added to your debt and will be payable by you.

Similarly, in the event that court action is necessary, all associated costs, including legal fees, will be claimed from you and these additional costs are likely to increase significantly your indebtedness to Westover Vets Ltd.

### Methods of payment

The following methods are acceptable:

- Cards: Switch, Solo, Mastercard, Visa, Delta.
- BACS: For this method, please see our bank details on your invoice, or contact our accounts department.
- Cash.
- Cheques (which should be made payable to Westover Vets Ltd) will be acceptable at the discretion of Westover Vets Ltd.

### Inability to pay

If for any reason you anticipate being unable to settle your account in full at the time that the animal is discharged from our care, we ask that you discuss this matter with us as soon as possible. In exceptional circumstances only, part payment or payment by instalments on account (normally a standing order) may be arranged at the discretion of the directors.

### Prescriptions

You may obtain Prescription Only Medicines, Category V, (POM-Vs) from this Practice OR ask for a written prescription and obtain these medicines from another veterinary surgeon or a pharmacy. Westover can only prescribe POM-Vs for animals under our care. However, we can provide POM-V drugs if presented with a written prescription from another veterinary surgeon. A prescription may not be appropriate if your animal is an in-patient or immediate treatment is necessary. Your

veterinary surgeon may only prescribe relevant veterinary medicinal products following a clinical assessment of an animal under our care. The general policy of this Practice is to re-check an animal requiring repeat prescriptions for/supplies of relevant veterinary medicinal products every 6 months; however, this may vary with individual circumstances.

In more complicated/unstable cases prescription rechecks may be more frequent depending on the professional judgment of the veterinary surgeon managing the case. There is usually a charge for a prescription recheck and written prescriptions, details of which will be provided on enquiry. You will be informed, on request, of the price of any medicine which may be prescribed for your animal.

Please give us 48 hours' notice for any requests for a repeat or written prescription.

### Reminders

You are responsible for ensuring your animal's routine healthcare is up to date. Where possible, we provide a reminder service for specific dates for routine healthcare. We are not responsible for lost reminders or reminders that you have not viewed. It is your responsibility to book these appointments, and we are not accountable should your animal become overdue for routine healthcare such as vaccinations, internal and external parasite treatments, dental care, and health checks.

### Pet Insurance

Westover Vets Ltd strongly supports the principle of insuring animals against unexpected accident, illness or injury.

For all routine referrals you must inform your insurance company prior to your appointment that you have been referred to Westover Vets Ltd and the nature of the condition/proposed treatment. In the case of an emergency or a first opinion case the insurance company should be contacted at the earliest opportunity.

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Most insurance companies will require us to complete a claim form to be signed by the attending vet and returned to them together with a copy of the veterinary report and invoice.

Provided that the insurance company has agreed the claim in principle, and that you have not made payment to us direct in advance of a claim, we require that payments of claims by insurance companies are made direct to us. To fulfil this requirement, you must ensure that your insurance claim form is appropriately signed and you have instructed your insurance company to pay Westover Vets Ltd directly. Please be aware that the cost of some aspects of the animal's care may not be covered by insurance (e.g. policy excess, hospitalisation).

These costs, together with any costs subsequently rejected by your insurance company, and any fees over the insured amount must be paid directly by you to Westover Vets Ltd. Regardless of whether the animal is insured, the entire bill remains your responsibility until it is paid in full. A belief or understanding on your part that your insurers will meet some or all of our charges will not be a defence in respect of any claim we make against you for non-payment. Correspondingly, credit will be given to you in respect of any payment we receive from a third party (including an insurance company) on your behalf in circumstances where the relevant payment is intended to meet or partially to meet financial obligations of you to Westover Vets Ltd.

### Referral and second Opinions

When a case or a treatment option is outside the area of competence of a case veterinary surgeon, we will seek a second opinion or offer referral to a colleague, organisation or institution who is competent to carry out the investigations or treatment involved. A referral may be for a diagnosis, procedure and/or possible treatment, after which the case is returned to the referring veterinary surgeon, whereas a second opinion is only for the purpose of seeking the views of another veterinary surgeon. The case veterinary surgeon should consider all relevant factors. These include the ability and experience of the referral veterinary surgeon, the location of the service, the urgency of treatment and the circumstances of the owner, including the availability and any limitations of insurance.

### Inpatient Care

The duty veterinary surgeon is responsible for the overnight care of in-patients. In suitable cases the RVN or trainee RVN on call may be asked to perform overnight checks and routine husbandry at the discretion of the on-call veterinary surgeon. Tasks performed will be within the legal and clinical competency of the individual concerned.

An RVN or trainee RVN will reside on site at the Westover Vets practice to perform overnight checks and routine husbandry.

### Routine Biosecurity Screening

Westover Vets Ltd has facilities for managing animals whose primary reason for admission



relates to contagious disease and it is not likely that your animal will come in contact with such individuals. However, certain diseases involve silent carrier states and affected animals can be a risk to others. In hospital populations, this risk is similar to that encountered in other situations where there is mixing of dogs such as training classes, shows, or other competitions for example. Except where your animal has been identified as suffering from a clinical problem which renders it a potential source of infection, there are normally no costs associated with the process of routine biosecurity screening and results are not generally shared with clients.

### Ownership of records

All records, images and tissue samples acquired during the course of clinical investigation and/or treatment shall remain the property of Westover Vets Ltd.

This accumulated information may be used for the purposes of clinical research and veterinary education, including publications and presentations at professional or lay-person meetings. Information used for such purposes will be completely anonymised such that no identifying data (client or animal name) will be apparent. Confidentiality and Data Protection Westover Vets Ltd recognise that client confidentiality is of the utmost importance. Save as required to perform the agreed services or as required by law, we will not pass any of your personal identifiable details to third parties without your permission (including permission given in these Terms and Conditions).

We use any personal data we collect in accordance with our Privacy Notice. Further information regarding your rights with respect to your Personal Data can also be found in our Privacy Notice which can either be found on our website at [www.westovervets.co.uk](http://www.westovervets.co.uk).

### Feedback

We are always pleased to receive feedback on the services that we provide and this should be addressed to the senior clinician in charge of the animal or a practice manager.

### Complaints

Whilst we strive to provide animals with the best possible standard of care, we recognise that on occasion you may feel that we don't get it right. Often the heart of many problems is poor communication, so if you have any grievance please discuss this with us at the first opportunity. If you wish to make a complaint, please do so in writing, to the branch practice manager in the first instance. If you have any cause to dispute the fees on your invoice please send written notice within 7 days of receiving your invoice.

### Additions and variations to these terms and conditions

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

### Statutory Rights

These terms and conditions do not affect your statutory rights.

### Client Relationship

You will ensure that we have at all times up to date contact details for you and will inform us of any change of ownership of an animal.

It will frequently be in interests of animal welfare, continuity of care and treatment and of other considerations relevant to ensuring the best

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possible treatment and outcomes for animals under the care of Westover Vets Ltd that Westover Vets Ltd is able to communicate not only with the owner of the animal, but also with others either directly or indirectly involved in the care, management, custody or ownership of the animal in question or its insurance. You accordingly specifically authorise Westover Vets Ltd to communicate with any and all such authorised third parties and to convey to them, as necessary, information which, but for this provision, might be regarded as confidential information as between Westover Vets Ltd and you.

Further you agree that we are permitted to liaise with others either directly or indirectly involved in the care, management, custody, insurance of or ownership of the animal in question or its insurance with regards to payment or recovery of fees incurred in connection with the animal in question. If you are acting as an authorised agent of an owner of an animal, (including but not limited to an agent, representative, custodian or other third party), you represent, warrant and undertake that you are duly authorised by the owner to engage the services of Westover Vets Ltd in relation to such animal, provide information and personal data about the owner to Westover Vets Ltd and, to the extent that you lack relevant authority, you hereby undertake to indemnify and keep indemnified Westover Vets Ltd from and against all consequences of any such want of authority and confirm that you are liable for Westover Vets Ltd's fees for providing the services you instructed us to provide.

In circumstances where the client of Westover Vets Ltd is a company or other legal entity which is not one or more human persons, Westover Vets Ltd shall be entitled to pursue the amount owed by such entity against the persons responsible for the day-to-day management of that entity and to treat such persons as primary obligators in respect of the entity's indebtedness to Westover Vets Ltd.

If any person who is contractually the client of Westover Vets Ltd under these conditions shall be liable to Westover Vets Ltd for any amount due to

Westover Vets Ltd in respect of any animal treated under these Conditions, then any assertion by such contracting party that he/she is not the owner of the relevant animal shall not be a defence in respect of any claim brought against such person by Westover Vets Ltd.

### Consumer Contract Regulations 2013

In the event that you are contracting with Westover Vets Ltd as a consumer, and such contract is not made at one of the premises of Westover Vets Ltd, you have under the Consumer Contract Regulations 2013 a right to cancel instructions given to Westover Vets Ltd by yourself within fourteen (14) working days of receiving these Terms and Conditions or being advised of these Terms and Conditions. If you would like us to commence work within the next 14 days, please ensure that you sign these terms and conditions or confirm your instruction in writing-hard copy or email. If you wish to terminate your instructions to Westover Vets Ltd within this fourteen (14) day period, then Westover Vets Ltd will discontinue rendering services to you but you will be responsible for any services provided up to and including the date when Westover Vets Ltd received your notice to terminate your instructions.

At Westover Vets Ltd we are fully committed to safeguarding and promoting the welfare of our staff, volunteers and clients, and protecting them from harm. We believe safeguarding is everybody's responsibility and is of high importance within the workplace.