

Terms and Conditions of Business

A. Introduction

These Terms set out the basis on which we provide services to our Clients. All work carried out by us for Clients will be on the basis of these Terms only. These Terms can only be changed, or added to, with our prior, written, agreement.

If you ask us to provide treatment you are deemed to have accepted these terms.

B. FEES

All professional fees, medications, and other charges are subject to VAT at the current rate. The fee charged is determined by our current price list, the time spent on a case and according to the drugs, materials and consumables used. A detailed fee break down is available for any consultation, surgical procedure or transaction with us.

C. ESTIMATES OF TREATMENT COSTS

We are happy to provide a written estimate as to the probable costs treatment and do all we reasonably can to work within that estimate. Please bear in mind that any estimate given can only be approximate, as a condition may not follow a standard course. No estimate will however be binding. If it proves to be impossible to undertake the work required within any estimate, we will notify the client as soon as reasonably possible.

D. METHOD OF PAYMENT

If you have an authorised credit account with us, you must pay us in accordance with the terms which we have agreed with you. If you do not have an authorised credit account with us and for new clients, the visit fee, consultation and drugs dispensed must be paid for at the time of the visit. For some procedures we may request a payment in advance of any work undertaken, in the event of the advance payment being insufficient to cover the costs of treatment then the outstanding amount will be due for payment at the end of the visit / discharge of the animal. In the event of an over payment Wrexham Equine Care will refund you any amount due. Accounts can be settled by cash, cheque – supported by a valid current banker card, or most credit/debit cards.

E. SETTLEMENT TERMS

All accounts not settled at the time are due for payment within 14 days of the invoice date. Should an account not be settled within 14 days, then we may:

- i. Charge an additional accounting fee in respect of the administrative costs incurred for each subsequent reminder.
- ii. Cancel or suspend further treatment and with due notice refuse to treat any animals owned by you.
- iii. After due notice to you, overdue accounts will be referred to a debt collection agency or the county courts and further charges will be levied in respect of collection of the debt.
- iv. Any cheque returned by our bank as unpaid will result in the account being restored to the original sum with the addition of further charges in respect of bank charges and administrative costs. We reserve the right to charge interest on unpaid accounts at 5% above the Bank of England Base Rate.

F. INABILITY TO PAY

If, for any reason, you are unable to settle your account as specified, we ask you to discuss the matter as soon as possible with the veterinary surgeon. Please note that instalments or part payments of any account may ONLY be sanctioned with the express permission of a Director of Wrexham Equine Care Ltd. Should your account remain outstanding for over 3 months we reserve the right to refuse to treat any animal belonging to you and to ask that you register with another veterinary practice.

G. ANIMAL HEALTH INSURANCE

Wrexham Equine Care Ltd. strongly supports the principle of insuring your animals against illness or accidents. Please be aware that animal insurance is a contract between you and the insurance company. If you have insurance, you must pay in accordance with these terms and make a claim to the insurance company. We cannot make that claim for you, but we will provide you with any information you may reasonably need in order to make your claim. It is your responsibility to settle your account and then reclaim the fees from your insurance company. In a few cases, with prior permission from a Director, we can claim directly from your insurance company, however, in the event of the claim not being paid within 60 days of the start of treatment we will require you to immediately pay the outstanding amount in full. Wrexham Equine Care Ltd reserves the right to charge a fee in order to cover administration costs for completing insurance forms and the writing of letters, reports and any other documents in support of your claim.

H. IN-PATIENT CARE

If your horse has to stay in overnight with us, regular checks will be

made. The frequency of these checks is determined by your horse's needs. This will be assessed on a case-by-case basis and will vary from intermittent observations to continuous monitoring.

Any animal which you leave with us will be cared for in accordance with your reasonable instructions and (in the absence of such instructions) at our discretion.

I. WARRANTIES AND LIABILITIES

We will treat the animal with the skill and care which you are entitled to expect. You must however appreciate that we cannot guarantee the success of any particular treatment and you must accept the risk that your animal may not fully recover or may die.

We shall not be liable to you for any loss or damage to your animal or for any other loss or damage unless caused by our negligence. We recommend that clients have their own insurance cover for their animal for accident and third party whilst away from their own premises. With the exception of death or personal injury to a human being caused by our negligence, we shall not be liable to you because of any representation or express or implied term, warranty or condition or under any common law duty or in any other way for any consequential or economic loss whatsoever which arises out of or in connection with our treatment of your animal or the provision of goods or services to you.

we shall not be liable to you if we fail to carry out our obligations nor for delay for any reason beyond our reasonable control. This includes strikes, lockouts, industrial action and trade disputes involving our employees or those of a third party, traffic hold-ups, or the need to provide emergency treatment to another animal.

J. OWNERSHIP OF CASE RECORDS, RADIOGRAPHS AND SIMILAR DOCUMENTS.

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 record, in hard copy, digital or any other format will remain with the practice.

K. SUPPLY OF DRUGS AND USE OF "OFF-LABEL" MEDICINES

If you wish, instead of supplying drugs ourselves, we can issue you with a prescription for drugs to be dispensed by a third party. This is not the case with drugs used in an emergency or during anaesthesia.

When an animal is under the care of the practice there may be occasions when it will be necessary to use authorized human or veterinary medicines, which may not specifically be authorized for use in this particular species ("off-label" medicines). In accepting the terms and conditions of this Practice you are giving permission for use of such medicines, provided the veterinary surgeon prescribing them has explained that they are off license and any known major side-effects or attendant risks associated with their use and, in giving permission for their use, you accept any attendant risks.

Returned medicines. While we can take back unused medication for disposal under the terms of the Medicines Act we are unable to resell returned medicines. We are therefore unable to provide refunds.

L. COMPLAINTS AND STANDARDS

We hope that you never have recourse to complain about the standards of service received from us. However, if you feel that there is something about which you wish to complain, please direct your comments in the first instance to the Veterinary Surgeon concerned, if you are still not happy with the outcome then please contact the directors of Wrexham Equine Care Ltd. in writing.

M. STATUTORY RIGHTS

These terms of business do not affect your statutory rights