

<<INSERT NAME>> VET

TERMS AND CONDITIONS

**BACKGROUND:**

These Terms and Conditions are t

apply:

- A. to provision to a customer ( Clause 1 below) by the <<Address>>] **OR** [a company number <<Company Registration number <<Address>>]; and
- B. where the customer of the Rights Act 2015

Services (as “**Services**” is defined in <<Insert name of Surgery>> [of <<Country of Registration>> under whose registered office is at

**1. Definitions and Interpretation**

1.1 In these Terms and Conditions the following expressions

the context otherwise requires, the following meanings:

“**Animal**”

which is the animal belonging to the subject of consultation and/or

“**Business**”

trade, craft, or profession carried out by a person/organisation;

“**Consumer**”

as defined by the Consumer Rights Act 2015 to say an individual who receives Services for their personal use for their Services and for purposes other than the purposes of any Business;

“**Data Protection Legislation**”

the Data Protection Act 1998 and the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) or replaced from time to time;

“**Price List**”

the standard price list for all of the Services which is available from <<insert website or Surgery reception

“**Regulations**”

the Veterinary (Contracts (Information, Fees and Additional Charges) Regulations) Regulations 2013;

“**Services**”

the Services including supply of any medicines, drugs, materials, and other items in the course of Our normal business;

“**Surgery/Us/We/Our**”

<<Insert name of Surgery>> veterinary practice of business and contact address is <<insert address above>>] **OR** [insert other address] <<Insert name of Surgery>> shall include reference to <<insert name of veterinary surgeons>> and

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**“You/Your/Owner”**

- 1.2 Unless the context of these Terms and Conditions to:
  - 1.2.1 “These Terms and Conditions [insert reference] at the relevant time shall refer to a reference to these Terms and Conditions [insert reference] as amended or supplemented
  - 1.2.2 A Clause or sub-Clause of these Terms and Conditions;
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation of these Terms and Conditions;
- 1.4 Words signifying the masculine gender shall include the plural and vice versa; and
- 1.5 References to any gender shall include the other gender.

**2. Consultations and Appointments**

- 2.1 In non-emergency cases, treatment shall be by appointment only] **OR** [or during hours of <<insert times e.g. 10am - 2pm, Tuesday and Wednesday>>]
- 2.2 In emergency cases, treatment shall be by appointment and We will endeavour to treat the Animal as quickly as possible. You should give as much notice to Us as is reasonably possible.
- 2.3 If You know You are unable to attend an appointment, You should contact Us to tell Us. If You do not give Us notice in the <<insert period>> after an appointment time, We will try to accommodate You but if We decide to cancel the appointment, You should be charged as cancelled without notice by Us. We will charge for that appointment cancelled without notice, subject to Clause 2.4.
- 2.4 You may cancel an appointment if You give Us at least <<insert period e.g. 24 hours>> notice of the cancellation and if You do not give Us notice in the <<insert period e.g. 24 hours>> prior to the appointment, You should be charged for that appointment cancelled without notice, subject to Clause 2.5.
- 2.5 If You do not give Us notice of cancellation in the <<insert period e.g. 24 hours>> prior to the appointment, We will be entitled to charge You for that appointment but not more than <<insert percentage e.g. 50%>> of the appointment. We will be entitled to deduct that charge from any deposit (including, but not limited to any deposit) You paid in advance of the appointment and refund the balance to You;
- 2.6 If, due to exceptional circumstances, e.g. circumstances beyond the control of the Owner, the death of the Animal etc.>>, You are unable to attend an appointment without giving Us at least <<insert period e.g. 24 hours>> prior notice, We will consider the circumstances and whether to waive any charge for that appointment cancelled without notice, subject to Clause 2.5;
- 2.7 [We can offer a consultation with a veterinary surgeon to visit Your Animal at home if You require a veterinary surgeon to visit Your Animal at home. We will not book such appointments in the same way as conventional appointments unless the attending veterinary surgeon deems it necessary.]

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who is a customer of the Surgery  
Animal;

ch reference in these Terms and

a reference to these Terms and  
es] as amended or supplemented

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nditions are for convenience only  
e Terms and Conditions;

include the plural and vice versa;

other gender.

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ours of <<insert times e.g. 10am -

Animal to the Surgery without an  
endeavours to treat the Animal as  
You to give as much notice to Us

appointment, You should contact  
ert period>> after an appointment  
ou have booked but if We decide  
ted as cancelled without notice by  
ge for that appointment cancelled  
ply;

charge if You give Us at least  
e of the cancellation and if You do  
ng, but not limited to any deposit)

e period as in Clause 2.3 >> prior  
e will be entitled to charge You for  
o Your cancellation but not more  
ce of the appointment. We will be  
n (including, but not limited to any  
refund the balance to You;

ding, but not limited to, <<insert  
ontrol of the Owner, the death of  
tment without giving Us at least  
prior notice, We will consider the  
whether to waive any charge for  
e under sub-Clauses 2.3 and 2.5;

u require a veterinary surgeon to  
ok such appointments in the same  
tending veterinary surgeon deems

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it necessary to treat  
transport the Animal  
transportation costs

urgery, he/she may require You to  
him/herself. You shall bear any

2.8 [Out of hours emer  
such care, You sho  
emergency care is p  
veterinary surgery]

from the Surgery. If you require  
ephone number>>. Out of hours  
] OR [<<insert name of alternative  
with the Surgery];]

2.9 We may cancel an  
and date of that app

You at any time before the time  
circumstances:

2.9.1 The required  
provision of th

ired materials necessary for the  
ble; or

2.9.2 An event out  
<<insert time

control continues for more than

2.9.3 We find that y

(as defined in Clause 1 above).

If We cancel an appo  
any deposit or othe  
appointment;

ances We will refund to You in full  
t You have made to Us for that

2.10 We will use all reaso  
time which You hav  
previous appointment  
<<insert time period,  
for an appointment V  
You may cancel the a  
other advance payme

rt the Services at the appointment  
may be delayed by overrun of a  
es. If a delay to the start is at least  
any time before or after You arrive  
will be a delay of at least that time,  
refund to You in full any deposit or  
o Us for that appointment; and

2.11 Where the contract  
Regulations give You  
in addition to the righ  
You may for any rea  
day period after W  
appointment is on a c  
expressly requested  
You may not cancel  
with Clause 3. If Yo  
confirm this in any wa  
clause 2.11, and Y  
appointment, We will  
Your cancellation.

not made on Our premises, the  
sub-Clause 2.11, and they will be  
above provisions of this Clause 2.  
ent for any Services during the 14  
for those Services but if the  
end of that period and if You have  
t that appointment and We do so,  
You must pay for it in accordance  
ointment be cancelled, You must  
You cancel as allowed by this Sub-  
any payment(s) to Us for the  
o You within 14 days of receiving

**3. Fees and Payment**

3.1 You must pay for  
completion of provis

dance with Our Price List upon

3.2 We may in Our  
treatments associat  
with sub-Clause 5.3

ges for repeat consultations or  
oing conditions and in accordance

3.3 We shall invoice Yo

following times (as appropriate):

3.3.1 the end of a

3.3.2 the discharg  
the Surgery;

surgery or other prolonged stay at

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6.2 If You move your Animal to Us and request Us to the new surgery. with our sending su

primary surgery, You should inform documents pertaining to the Animal for any and all costs associated

6.3 Documents including remain Our property make to Us; [and]

ultrasound scans and radiographs associated payment which You may

6.4 [You have the right relation to Your Animal fee as determined b

documents which We may hold in vide if You first pay a reasonable

6.5 We shall not relea surgery if You owe

er to You or another veterinary

**7. Animal Health Insurance**

7.1 We recommend that policy to cover Your

le animal or pet health insurance

7.2 We are unable to health insurance p health insurance pr

ns with regard to animal or pet affiliated with any animal or pet

7.3 We are not a party [and]

h You and an insurance provider;

7.4 [If You make an ins your behalf at a ch [and]

ill out the requisite claim forms on -] OR [detailed in our Price List];]

7.5 [If You make an ir liaising with the ins Our sole discretion

y provide additional assistance in ch assistance shall be provided at t in line with our Price List.]

**8. Limitation of Liability**

8.1 We will be respon suffer as a result of of Our negligence consequence of Ou Us when Our contra loss or damage that

e loss or damage that You may rms and Conditions or as a result foreseeable if it is an obvious or if it is contemplated by You and We will not be responsible for any

8.2 We provide or s use/purposes. We goods or materials industrial, trade, cra We will not be liable to business or for at

for Your personal and private representation that products, or other are fit for commercial, business, ses of any kind (including resale). profit, loss of business, interruption tunity;

8.3 Nothing in these Te Our liability for dea that of Our employ misrepresentation; a

ntended to or will exclude or limit sed by Our negligence (including actors); or for fraud or fraudulent

8.4 Furthermore, if you 2015, or a consur legislation, nothing

ined by the Consumer Rights Act f any other consumer protection Conditions is intended to or will

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exclude, limit, prejudice or otherwise affect any of Our duties or obligations to You, or Your rights or interests;

any of Our duties or obligations to You, under:

- 8.4.1 the Consumer Protection Act 2008;
- 8.4.2 the Regulations made under the Consumer Protection Act 2008;
- 8.4.3 the Consumer Protection (E-commerce) Regulations 2012;
- 8.4.4 any other consumer protection legislation;

information; or

as that legislation is amended from time to time.

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For more details of Your rights, please refer to Your local Citizens' Advice Bureau or Trading Standards Office.

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**9. How We Use Your Personal Information (Data Protection)**

**(Data Protection)**

9.1 In so far as the Services involve the processing of any Data which is personal data (including, but not limited to, Your name, contact details, payment information, etc.), We shall only do so with Your express consent and in accordance with the instructions reasonably given by You from time to time, and We shall ensure that Your rights under the Data Protection Legislation and these Terms and Conditions are protected;

processing, using, or holding or otherwise disclosing any Data which is personal data (including, but not limited to, Your name, contact details, payment information, etc.), We shall only do so with Your express consent and in accordance with the instructions reasonably given by You from time to time, and We shall ensure that Your rights under the Data Protection Legislation and these Terms and Conditions are protected;

9.2 We may use Your personal information for the following purposes:

purposes:

- 9.2.1 To provide Our Services to You;
- 9.2.2 To process Your payments;
- 9.2.3 In certain circumstances, to provide Our Services on commission to third parties. For example, You wish to pay for the Services on commission, We may pass Your personal information on to third parties. These agencies are also bound by the Data Protection Legislation and should use and hold Your personal information in accordance with the Data Protection Legislation and these Terms and Conditions;
- 9.2.4 We will not pass on Your personal information to any other third parties without first obtaining Your consent.

purposes;

For example, You wish to pay for the Services on commission, We may pass Your personal information on to third parties. These agencies are also bound by the Data Protection Legislation and should use and hold Your personal information in accordance with the Data Protection Legislation and these Terms and Conditions;

We will not pass on Your personal information to any other third parties without first obtaining Your consent.

**10. Regulations**

We are required by the Regulations to make available to You as a Consumer certain information before We accept Your request for a booking, where that information is not already apparent from the information itself either in the Regulations or We will make it available to You before we accept Your request for a booking. All of that information will, as required by the Regulations, be made available to You as a Consumer.

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**11. Information**

As required by the Regulations, we will make available to You as a Consumer certain information before we accept Your request for a booking, where that information is not already apparent from the information itself either in the Regulations or We will make it available to You before we accept Your request for a booking. All of that information will, as required by the Regulations, be made available to You as a Consumer.

information; and

- 11.1 all of the information which is personal data (including, but not limited to, Your name, contact details, payment information, etc.); and
- 11.2 any other information which is personal data (including, but not limited to, Your name, contact details, payment information, etc.) which is necessary for You to decide to make a booking or to use Our Services;

information which is personal data (including, but not limited to, Your name, contact details, payment information, etc.) which is necessary for You to decide to make a booking or to use Our Services;

will be part of the terms of Our contract with You as a Consumer.

will be part of the terms of Our contract with You as a Consumer.

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**12. Complaints and Standard**

The Surgery always welcome all reasonable endeavours to all Animals and their Owners for any cause for complaint. If you have a complaint about the Surgery responsible for their Animal contact>> who can be contacted

customers and, whilst We shall use our best effort of service, care and treatment We would like to hear from You if You have any complaint about Our Services or any other matter with [the veterinary surgeon responsible for the Animal] and/or name of person to contact

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**13. Changes to Terms and Conditions**

We may from time to time change our Terms and Conditions without giving You notice, but We will use our best efforts to inform You as soon as is reasonably possible of any such change

and Conditions without giving You notice, but We will use our best efforts to inform You as soon as is reasonably possible of any such change

**14. No Waiver**

No failure or delay by Us in exercising our rights under these Terms and Conditions means that We will waive any subsequent breach of any provision of a breach of any provision of these Terms and Conditions will waive any subsequent

any rights under these Terms and Conditions means that We or You will waive any subsequent breach of any other provision.

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**15. Severance**

If any provision of these Terms and Conditions is held to be invalid or unenforceable, the validity of the other provisions of these Terms and Conditions shall not be affected.

held by any competent authority to be invalid or unenforceable, the validity of the other provisions of these Terms and Conditions shall not be affected.

**16. Law and Jurisdiction**

16.1 These Terms and Conditions and Us (whether in England & Wales, Scotland or Northern Ireland) shall be construed in accordance with the law of [England & Wales] [Scotland].

and the relationship between you and Us (whether in England & Wales, Scotland or Northern Ireland) shall be governed by, and shall be construed in accordance with, the law of [England & Wales] [Northern Ireland] [Scotland].

16.2 As a consumer, you are entitled to the benefit of any mandatory provisions of the law in your country of residence which reduce or restrict your rights under these Terms and Conditions. Clause 16.1 above takes away or restricts those provisions.

As a consumer, you are entitled to the benefit of any mandatory provisions of the law in your country of residence which reduce or restrict your rights under these Terms and Conditions. Clause 16.1 above takes away or restricts those provisions.

16.3 Any dispute, controversy or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether in England & Wales, Scotland or Northern Ireland), shall be subject to the jurisdiction of the courts of England & Wales, Scotland or Northern Ireland, as determined by your residency.

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