

## **T&C'S**

### **Terms & Conditions**

In these Terms and Conditions “we”, “us”, “our” and “the firm” means the Sussex Equine Hospital Ltd.

#### **Instructions:**

We cannot accept instructions from anybody under the age of 18 years.

In certain situations, we understand that requests will be made by persons acting as your agent, such as stable manager or stable owner.

We will assume unless advised in writing by yourself, that they have your authority and are acting in your interest and on your behalf.

Requests for any account details to be changed must be made in writing by the account holder.

#### **Responsibility for Work:**

All work is carried out for you and given to you by the Sussex Equine Hospital Ltd. and not by any Director or employee of the firm. No individual Director or employee will have any personal liability to you (whether for negligence or otherwise) in respect of any work or advice carried out or given by the firm.

#### **Pre-purchase examinations:**

Information pertaining to pre-purchase examinations remains the property of the individual instructing the firm.

#### **Medication:**

In order to comply with The RCVS Regulations, we cannot supply medication on prescription without first seeing the animal. Repeat prescriptions can only be given if the animal is under the actual care and attention of the attending Veterinary surgeon, and we reserve the right in certain circumstances to re-examine the animal again before prescribing.

#### **Insurance**

It is your responsibility to submit claims to your insurer and to be reimbursed by them; however, we will provide administrative assistance where necessary. **An admin fee of £34 will be charged for this service.**

#### **Second opinions:**

If you are unhappy with the treatment or progress of your horse, we can arrange for a second opinion from another Veterinary surgeon at your cost.

#### **Treatment:**

Subject to our professional duties as Veterinary surgeons, we reserve the right to make final decision regarding treatment.

We retain the responsibility for radiographs and ultrasound scans, but at your request these can be forwarded to another Veterinary surgeon.

Loading and unloading of horses is the sole responsibility of the owner.

‘Out of hours’ visits are charged when a Veterinary surgeon visits out of normal office hours, which are 8.30 am – 5.30 pm Monday to Friday.

#### **Payment Terms**

Our professional fees are charged on the basis of an hourly rate and details of these will be provided in writing if requested. Our rates are exclusive of VAT which is payable in addition when required.

Payment of invoices is due within **7 days of the date of the invoice**. Invoicing will be weekly.

A late payment fee will be applied to balances remaining unpaid 21 days after the invoicing period.

Non-payment after **60 days will result in your debt being passed to a debt collection agency**.

We offer a **5% discount** for payment at the time of treatment or **if payment is made within 7 days of receipt of invoice**. This discount is applicable to most treatment items however it does not extend to some products, e.g. Gastrogard or to any outside professional fees.

In giving instructions, either in person or by your agent, for an animal to be treated, you will be responsible for our charges.

Whenever possible we will give you an estimate of the cost of treatment, however, variations and complications may arise resulting in further costs being incurred.

For hospitalised cases which are not insured or where the insured fee is less than £500, **payment will be expected to be made on collection of the patient**.

There are occasions on which we incur costs on your behalf, such as tests performed at outside laboratories; these may be invoiced to you at a later date.

In addition to our fees we will charge for expenses and disbursements (such as for medication) that we incur on your behalf. We have no obligation to incur such expenses or disbursements unless funds have been provided by you for that purpose. VAT is payable on certain expenses and disbursements.

Failure to comply with payment terms may result in our insisting that further treatment be paid for at the time.

#### New clients:

We accept new clients **on payment at the time** basis for the first 3 months and/or until an acceptable credit rating has been established. In order to establish an acceptable credit rating, we will perform a credit check and by accepting these Terms & Conditions, you are giving your consent for us to do so.

Details, including relevant medical history, may be obtained from the previous attending Veterinary surgeon, unless you advised otherwise.

#### Data Protection

In holding and using data about you, we will comply with the provisions of the General Data Protection Regulation and the Data Protection Act 2018. In instructing us to look after your horse, you authorise us to use that data in the course of the work that we do for you; and also to send you, from time to time, free of charge, details of the services that we provide. We will, where specifically required, pass on to Insurers details of clinical histories, case records and diagnostic images relating to your horse.

#### Complaints

We aim to offer all clients a professional, friendly and efficient service and we hope you will be pleased with the work we do for you. However, if any difficulty should arise, please first raise the matter with the person responsible for carrying out the work on behalf of the firm and, failing that it would be appropriate to refer the matter in writing to the Practice Manager.

#### General

##### **Acceptance**

Your continuing instructions will amount to your acceptance of these Terms & Conditions, but please sign and date one copy of our Terms & Conditions and return it to us immediately. We can then be confident you understand the basis on which we will work for you.

##### **Future work**

Unless otherwise agreed, and subject to possible revision of fees. These Terms & Conditions will apply to any future work by us on your behalf.

##### **Applicable law and jurisdiction**

These Terms & Conditions shall be interpreted in accordance with the laws of England and Wales. The English Courts have jurisdiction in any dispute arising out of our work on your behalf.

If any terms or provisions of this agreement (or parts thereof) are to become invalid, illegal or unenforceable, the remainder shall survive unaffected to the fullest extent permitted in law.