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## ANIMAL EYE CARE LTD VETERINARY SURGERY TERMS AND CONDITIONS

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### BACKGROUND:

These Terms and Conditions are the standard terms which apply:

- A. to provision to a customer and a patient of any Services (as “**Services**” is defined in Clause 1 below) by the Surgery, namely Animal Eye Care Ltd of 250 Cygnet Court, Centre Park, Warrington, WA1 1PP; and
- B. where the customer of the Surgery is a “Consumer” as defined by the Consumer Rights Act 2015

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“ <b>Animal</b> ”	means the patient (which is the animal belonging to the Owner) that is to be the subject of consultation and/or treatment by the Surgery;
“ <b>Business</b> ”	means any business, trade, craft, or profession carried on by You or any other person/organisation;
“ <b>Consumer</b> ”	means a “ <b>Consumer</b> ” as defined by the Consumer Rights Act 2015, that is to say an individual who receives any of the Services for his/her personal use for their Animal that requires such Services and for purposes wholly or mainly outside the purposes of any Business;
“ <b>Price List</b> ”	means the Surgery’s standard price list for most of the Services which We offer which is available from <a href="http://www.animaleyecare.co.uk">www.animaleyecare.co.uk</a> ;
“ <b>Regulations</b> ”	means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;
“ <b>Services</b> ”	means any veterinary services including supply of any other services, treatments, medicines, drugs, consumable and other materials, and other items provided or used in the course of Our normal business;
“ <b>Surgery/Us/We/Our</b> ”	means the Animal Eye Care Ltd veterinary surgery whose place of business and contact address is the same address as above and reference to the Surgery shall include reference to any and all staff including veterinary surgeons; and
“ <b>You/Your/Owner</b> ”	means an individual who is a customer of the Surgery and is the owner of an Animal;

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

- 2.a.1 “These Terms and Conditions” is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time; and
- 2.a.2 A Clause or sub-Clause is a reference to a 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 singular number shall include the plural and vice versa; and
- 1.5 References to any gender shall include the other gender.

## **2. Consultations and Appointments**

- 1.1 In non-emergency cases, consultations and treatment shall be by appointment only during the Surgery’s hours of 9 – 4 pm Monday to Friday;
- 1.2 In emergency cases We will use all reasonable endeavours to treat the Animal as quickly as possible. In such cases, We ask You to give as much notice to Us as is reasonably possible;
- 1.3 If You know You are going to be late for an appointment, You should contact Us to tell Us. If You arrive late for an appointment time, We will try to provide the Services You have booked but if We decide that We cannot, the appointment will be treated as cancelled without notice by You and will need to be rescheduled;
- 1.4 You may cancel an appointment any time without charge, however We ask that You give Us at least 24 hours prior notice of the cancellation to allow Us to reopen that appointment;
- 1.5 Out of hours emergency care is available from the Surgery. If you require such care, You should contact 01925 363022. Out of hours emergency care is provided by the Surgery;
- 1.6 We may cancel an appointment booked by You at any time before the time and date of that appointment in the following circumstances:
  - 6.a.1 The required personnel and/or required materials necessary for the provision of the Services are not available; or
  - 6.a.2 An event outside of Our reasonable control continues for more than 24 hours; or
  - 6.a.3 We find that you are not a “Consumer” (as defined in Clause 1 above).
- 2.10 We will use all reasonable endeavours to start the Services at the appointment time which You have booked but the start may be delayed by overrun of a previous appointment or by other circumstances. If a delay to the start is at least 5 minutes, or at any time before or after You arrive for an appointment We notify You that there will be a delay of at least that time, You may cancel the appointment; and
- 2.11 Where the contract We make with You is not made on Our premises, the Regulations give You the rights set out in the above provisions of this Clause 2. You may for any reason cancel an appointment for any Services after We accept the booking for those Services. If You request that Your appointment be cancelled, You must confirm this in any way convenient to You.

## Fees and Payment

- 1.7 You must pay for all Services in accordance with Our Price List upon completion of provision of those Services;
- 1.8 We may in Our discretion reduce charges for repeat consultations or treatments associated with long-term or ongoing conditions and in accordance with sub-Clause 5.3;
- 1.9 We shall invoice You for all sums due at the following times (as appropriate):
  - 9.a.1 the end of a consultation; or
  - 9.a.2 the discharge of an Animal following surgery or other prolonged stay at the Surgery; or
  - 9.a.3 the dispensing or collection of drugs and/or other products;
- 1.10 Payment should generally be made immediately subject to other terms agreed between You and Us from time to time;
- 1.11 Failure to make payment may result in the account being referred to a debt recovery agency and that any associated debt recovery costs or additional charges may be added to the outstanding balance.
- 1.12 You may pay Us for Services (and for any deposit or other advance payment on account of that payment) using any of the following methods:
  - 12.a.1 cash;
  - 12.a.2 debit or credit card; and
  - 12.a.3 Bankers' automated clearing system (BACS) transfer.
- 1.13 In cases where treatment is being covered by an animal health insurance policy and a direct claim between Us and the insurance company cannot be performed, it shall be Your responsibility to pay all sums due to Us and to reclaim such sums from the insurance provider. We may provide assistance with such matters as specified under Clause 7;
- 1.14 All prices of Services shown in the Price List are inclusive of VAT. All fees due shall be invoiced including VAT; and
- 1.15 We may alter Our prices without prior notice but if the price of any Services increases between the time when You book an appointment and the date of the appointment, the price increase will not apply to Your appointment for those Services on that date.

## 3. Estimates

- 1.1 If treatment or surgery is required, We shall provide You with an estimate of sums due prior to such treatment or surgery. Estimates do not constitute quotations and You may not take them as an accurate indication of the final sum due as the final sum due may vary according to unforeseen circumstances; and
- 1.2 All estimates will be valid for 30 days and You must accept them before We will commence treatment or surgery.

#### **4. Treatment**

- 1.1 You confirm that, in connection with any appointment or receipt of any Services from Us or Your request for the same, You are and will be a “Consumer” as defined in Clause 1 above;
- 1.2 We will provide all treatment in accordance with all relevant laws, rules and regulations including, but not limited to the Veterinary Surgeons Act 1966, the Animal Welfare Act 2006, the Docking of Working Dogs’ Tails (England) Regulations 2007, the Veterinary Medicines Regulations 2013 and the Supply of Relevant Veterinary Medicinal Products Order 2005;
- 1.3 We will not undertake any procedure that is in conflict with any law in force, any voluntary or mandatory code of practice, or any similar rules, regulations or codes; and
- 1.4 In certain cases, We may be legally required to keep Animals receiving prescription medication under Our care by way of regular and routine examination. We shall apply subsequent consultation fees to any and all such regular appointments.

#### **5. Documents and Records**

- 1.1 We will keep records and case documents relating to each Animal that is registered with Us;
- 1.2 If You move your Animal to a different veterinary surgery, You should inform Us and request Us to send all records and documents pertaining to the Animal to the new surgery.
- 1.3 Documents including, but not limited to, ultrasound scans and electroretinography traces remain Our property notwithstanding any associated payment which You may make to Us; and
- 1.4 We shall not release any documents either to You or another veterinary surgery if You owe Us any outstanding sum.

#### **6. Animal Health Insurance**

- 1.1 We recommend that You take out a suitable animal or pet health insurance policy to cover Your Animal;
- 1.2 We are unable to provide recommendations with regard to animal or pet health insurance policies and We are not affiliated with any animal or pet health insurance provider;
- 1.3 We are not a party to any contract between You and an insurance provider; and
- 1.4 If You make an insurance claim, We may fill out the requisite claim forms on your behalf at a charge of £20;
- 1.5 If You make an insurance claim, We may provide additional assistance in liaising with the insurance provider. Any such assistance shall be provided at Our sole discretion and We may charge for it.

#### **7. Limitation of Liability**

- 8.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result

of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when Our contract with You is created. We will not be responsible for any loss or damage that is not foreseeable;

- 8.2 We provide or sell all Services only for Your personal and private use/purposes. We make no warranty or representation that products, or other goods or materials that We provide or sell are fit for commercial, business, industrial, trade, craft or professional purposes of any kind (including resale). We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity;
- 8.3 Nothing in these Terms and Conditions is intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation; and
- 8.4 Furthermore, if you are a “consumer” as defined by the Consumer Rights Act 2015, or a consumer for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice, or otherwise affect any of Our duties or obligations to You, or Your rights or remedies, or Our liability to You, under:
  - 8.4.1 the Consumer Rights Act 2015;
  - 8.4.2 the Regulations;
  - 8.4.3 the Consumer Protection Act 1987;
  - 8.4.4 any other consumer protection legislation; oras that legislation is amended from time to time.

For more details of Your legal rights, please refer to Your local Citizens’ Advice Bureau or Trading Standard Office.

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

We will only use Your personal information as set out in Our Privacy Policy available from [www.animaleyecare.co.uk](http://www.animaleyecare.co.uk).

## **9. Regulations**

We are required by the Regulations to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You (i.e. before We accept Your request to make a booking) except where that information is already apparent from the context of the transaction. We have included the information itself either in these Terms and Conditions for You to see now, or We will make it available to You before We accept Your request to make a booking. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

## **10. Information**

As required by the Regulations:

- 11.1 all of the information described in Clause 10; and
- 11.2 any other information which We give to You about any Services or the Surgery which You take into account when deciding to make a booking or

when making any other decision about the Services;

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

## **11. Complaints and Standards**

The Surgery always welcomes feedback from its customers and, whilst We shall use all reasonable endeavours to provide a high standard of service, care and treatment to all Animals and their Owners, We nevertheless want to hear from You if You have any cause for complaint. If You have any complaint about Our Services or any other complaint about the Surgery, please raise the matter with the veterinary surgeon responsible for the Animal. Our complaints procedure can be found at [www.animaleyecare.co.uk](http://www.animaleyecare.co.uk).

## **12. Changes to Terms and Conditions**

We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such change.

## **13. No Waiver**

No failure or delay by Us or You in exercising any rights under these Terms and Conditions means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that We or You will waive any subsequent breach of the same or any other provision.

## **14. Severance**

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

## **15. Law and Jurisdiction**

- 1.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.
- 1.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 15.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 1.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.