

TERMS AND CONDITIONS OF BUSINESS

Thank you for entrusting the care and attention of your animal to St David's Equine Veterinary Practice Limited ("**Practice**").

These are our Practice Terms and Conditions ("**Terms**"). Some aspects of the Terms may not be relevant to you and we request that you ask for further explanation/clarification if required.

ESTIMATES OF TREATMENT COSTS

We will happily provide a written estimate as to the probable costs of a course of treatment. Please bear in mind that any estimate given can only be approximate - often an animal's illness will not follow a conventional course. We will keep you informed of progress and on going costs and we will seek instructions from you on a regular basis.

FEES

All fees, diets, drugs and hospitalisation and livery charges are subject to VAT at the current rate. Fee levels are determined by the time spent on a case and according to the drugs, materials, consumables and diets used.

You will receive a detailed fee note ("**Account**") for every consultation, surgical procedure or transaction with us.

Account credit facilities are offered at the discretion of the Practice.

METHODS OF PAYMENT

Accounts are due for settlement 20 days after the end of the consultation, the discharge of your animal or upon collection of drugs/diets. You may settle the Account using:

Cash

Cheque Please make cheques payable to 'St David's Equine Veterinary Practice Limited';

Credit/Debit Card For payment by credit/debit card and queries regarding your Account, please contact the Equine Office on (01392) 876622 Option 2;

Online/BACS/at a bank branch

Our bank details are:

Account name: St David's Equine Veterinary Practice Limited

Account number: 01577212

Sort Code: 40-20-32

Payment reference – Please quote your client reference number

Bank address: HSBC Bank Plc of 9 Chapel Street, Exmouth, EX8 1HR.

If this method is used to pay your Account, please send your remittance advice to the Practice advising us of the amount paid, the date of payment and the Account numbers being paid. This will assist us to credit any payments to your Account quickly. If you do not notify us of your payment, credits to your Account will only be made once our bank statement is received and your payment will be allocated to the oldest outstanding Accounts. Please e-mail your remittance to: remittance@stdavids-equine.co.uk

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If any Account is not settled within 20 days, a reminder will be sent. Without prejudice to any other right or remedy that we may have, if you fail to pay us within 20 days of the consultation or treatment, we may charge interest on such sum from the due date for payment at the annual rate of 15%, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment. We reserve the right to withhold all treatment from persistently slow payers and bad debtors and we will give notice to you in writing if this is the case. We reserve the right to withdraw Account credit facilities at our discretion.

INABILITY TO PAY

If, for any reason, you are unable to settle your Account, we ask you to discuss the matter as soon as possible with a member of staff.

ANIMAL HEALTH INSURANCE

The Practice strongly supports the principle of insuring your animal against unexpected illness or accidents. Please ask for details about insurance from any member of staff. We strongly advise that you read the clauses of your insurance policy carefully and seek guidance from your insurers about any claim you may wish to make. Please be aware that:

- It is your responsibility to settle our Account and you may have to subsequently reclaim the fees from your insurance company; and
- Should your insurance company refuse payment of a claim it is your responsibility to settle the outstanding Account.

These Terms apply to all work undertaken by the Practice including work undertaken which is subject to an insurance claim.

The Practice offers a discretionary service to help you make claims for fees incurred in veterinary investigation and treatment of animals covered under the terms of a valid insurance policy. For your insurance claim queries, please contact the Equine office on (01392) 876622 and select option 2.

Without prejudice to the other provisions of these Terms, it is often our custom to wait for payment from an insurance company direct if the period between the date of the Account and payment by the insurance company does not exceed three months. If after three months, the insurance company has not settled our Account then we will expect full payment to be made by you directly.

BOOKING CALLS AND OUT OF HOURS SERVICE

The Equine Office is open from Monday - Friday 8.30am – 5.00pm, Tel: 01392 876622. The Practice operates an out of hours service for emergencies. The out of hours service can be accessed by telephoning (01392) 876622. Please press 0 immediately upon connection.

Invoicing details will be taken at the time of booking an appointment. Please make sure you have the necessary details and authorisation before you call. The Practice will not invoice third parties.

You must be 18 years old to open an account. If you are under 18, the account must be held in the name of a parent or guardian.

SECOND OPINIONS

We are happy to see animals for a second opinion if you are dissatisfied with the treatment that your animal has received elsewhere. As a matter of professional courtesy, and for the protection of your animal, we will need the details of your previous veterinary surgeon so that a detailed medical history can be obtained prior to your appointment. Second opinions often take longer than a standard appointment and a higher consultation fee may be charged.

REFERRALS

We are also happy to examine horses referred to us by other veterinary practices with the owner's agreement. In this case the results of any investigation will be communicated to the referring veterinary surgeon as well as to the horse owner. We will pass follow up of the case back to the referring vet once the agreed investigation and treatment has taken place. The responsibility for settlement of our charges will be the responsibility of the horse owner.

COMPLAINTS & STANDARDS

We hope that you never feel you have recourse to complain about the standards of service received from the Practice. However, if you feel that there is something you wish to complain about, please direct your comments in the first instance in writing to Kerry McBain, Director, at St David's Equine Veterinary Practice, Nutwell Estate, Lymington, Exmouth, Devon, EX8 5AN.

Any disputes in relation to our Accounts must be put in writing to the Practice within 28 days of the date of the Account. If a query is not raised in relation to an Account within 28 days of the Account being issued, it will be deemed to be unconditionally accepted.

No addition or variation of these Terms will bind the Practice unless it is specifically agreed in writing and signed by one of the Practice directors. No agent or person employed by, or under contract with, the Practice has the authority to alter or vary in any way these Terms.

LIABILITY

This clause sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents, consultants and subcontractors) to you in respect of:

- Any breach of these Terms;
- Any use made by you of our services; and

- Any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Terms.

All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Terms.

We shall not be liable for:

- Loss of profits; or
- Loss of business; or
- Depletion of goodwill and/or similar losses; or
- Loss of contract; or
- Loss of use.

Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of these Terms shall be limited to £2,000,000 except in respect of death or personal injury caused by our negligence.

FORCE MAJEURE

We shall not be in breach of these Terms, nor liable for any failure or delay in performance of any obligations under these terms arising from or attributable to acts, events, omissions or accidents beyond our reasonable control, including but not limited to any of the following:

- Acts of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster;
- Compliance with any law;
- Fire, explosion or accidental damage;
- Adverse weather conditions;
- Collapse of building structures, failure of plant machinery, machinery, computers or vehicles;
- Non-performance by suppliers or subcontractors; and
- Interruption or failure of utility service, including but not limited to electric power, gas or water.

OWNERSHIP OF RECORDS

Case records including and similar documents are the property of, and shall be retained by, St David's Equine Veterinary Practice Ltd. Copies with a summary of the history will be passed on request to another veterinary surgeon taking over the case.

OWNERSHIP OF X-RAYS AND SIMILAR DOCUMENTS

The care given to your animal may involve making some specific investigations, for example taking x-rays or performing ultrasound scans. Even though we make a charge for carrying out these investigations and interpreting their results ownership of the resulting record for example an x-ray film remains with the Practice.

APPLICABLE LAW

These Terms are governed by and construed in accordance with English law. If any provision in these Terms is found to be invalid, illegal or otherwise unenforceable, the validity, legality or enforceability of any other provision shall not be affected.