
DOWNE VETERINARY CLINIC TERMS AND CONDITIONS

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 Downe Veterinary Clinic of The Terrace, 35 Church Street, Downpatrick, County Down BT30 6EH **OR** Meadowlands Healthcare Limited, Northern Ireland under number NI613966 whose registered office is at DNT Chartered Accountants, Ormeau House, 91-97 Ormeau Road, Belfast BT7 1SH; 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:

“ Animal ”	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;
“ Business ”	means any business, trade, craft, or profession carried on by You or any other person/organisation;
“ Consumer ”	means a “ Consumer ” 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;
“ Price List ”	means the Surgery’s standard price list for all of the Services which We offer which is available from Surgery reception desk;
“ Regulations ”	means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;
“ Services ”	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;
“ Surgery/Us/We/Our ”	means the Downe Veterinary Clinic 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
“ You/Your/Owner ”	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:

1.2.1 "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

1.2.2 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

2.1 In non-emergency cases, consultations and treatment shall be by appointment only;

2.2 In emergency cases, You may bring Your Animal to the Surgery without an appointment and 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;

2.3 If You know You are going to be late for an appointment, You should contact Us to tell Us. If You arrive later than 10 minutes after 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, if We then decide to make a charge for that appointment cancelled without notice, sub-Clause 2.5 below will apply;

2.4 You may cancel an appointment without charge if You give Us at least 24 hours' prior notice of the cancellation and if You do so We will refund to You any sum (including, but not limited to any deposit) You paid in advance;

2.5 If You do not give Us at least 24hrs prior notice of cancellation of an appointment, We will be entitled to charge You for any net financial loss that We suffer due to Your cancellation but not more than 100% of the full price of the appointment. We will be entitled to deduct that charge from any sum (including, but not limited to any deposit) You paid in advance, and We shall refund the balance to You;

2.6 If, due to exceptional circumstances, including, but not limited to, circumstances beyond the control of the Owner, You cancel an appointment without giving Us at least 24hrs prior notice, We will consider the circumstances and in our discretion decide whether to waive any charge for late cancellation that We are entitled to make under sub-Clauses 2.3 and 2.5;

2.7 We can offer a call-out appointment if You require a veterinary surgeon to visit Your Animal at home. You should book such appointments in the same way as conventional appointments. If the attending veterinary surgeon deems it necessary to treat the Animal at the Surgery, he/she may require You to transport the Animal or it may transport it him/herself. You shall bear any transportation costs so incurred;

2.8 Out of hours emergency care is available from the Surgery. If you require such care, You should contact 02844614225 Out of hours emergency care is provided by the Surgery;

2.9 We may cancel an appointment booked by You at any time before the time and date of that appointment in the following circumstances:

2.9.1 The required personnel and/or required materials necessary for the provision of the Services are not available; or

2.9.2 An event outside of Our reasonable control continues for more than 10 minutes or

2.9.3 We find that you are not a "Consumer" (as defined in Clause 1 above).

If We cancel an appointment in such circumstances We will refund to You in full any deposit or other advance payment that You have made to Us for that appointment;

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 1 hour 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 We will refund to You in full any deposit or other advance payment that You have made to Us for that 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 this sub-Clause 2.11, and they will be in addition to the rights given to You by the above provisions of this Clause 2. You may for any reason cancel an appointment for any Services during the 14 day period after We accept the booking for those Services but if the appointment is on a date which is before the end of that period and if You have expressly requested Us to provide Services at that appointment and We do so, You may not cancel that appointment and You must pay for it in accordance with Clause 3. If You request that Your appointment be cancelled, You must confirm this in any way convenient to You. If You cancel as allowed by this Sub-clause 2.11, and You have already made any payment(s) to Us for the appointment, We will refund the payment(s) to You within 14 days of receiving Your cancellation.

3. Fees and Payment

3.1 You must pay for all Services in accordance with Our Price List upon completion of provision of those Services;

3.2 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;

3.3 We shall invoice You for all sums due at the following times (as appropriate):

3.3.1 the end of a consultation; or

3.3.2 the discharge of an Animal following surgery or other prolonged stay at the Surgery; or

3.3.3 the dispensing or collection of drugs and/or other products;

3.4 Payment should generally be made immediately subject to other terms agreed between You and Us from time to time;

3.5 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:

3.5.1 Cash,

3.5.2 Debit or credit card and

3.5.3 Paypal, Stripe, Xero, Cheque, BACs

3.6 In cases where treatment is being covered by an animal health insurance policy, 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;

3.7 All prices of Services shown in the Price List are inclusive of VAT. All fees due shall be invoiced including VAT; and

3.8 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.

3.9 Failure to pay your invoice(s) in full and within 30 days will result in your referral to a debt recovery agent for collection, and this may incur additional fees payable by you.

4. Estimates

4.1 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, sometimes, estimates will be verbal; and

4.2 All estimates will be valid for 1 day and You must accept them before We will commence treatment or surgery.

5. Treatment

5.1 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;

5.2 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;

5.3 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

5.4 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 reduced fees to any and all such regular appointments.

6. Documents and Records

6.1 We will keep records and case documents relating to each Animal that is registered with Us;

6.2 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. You shall be responsible for any and all costs associated with our sending such documents;

6.3 Documents including, but not limited to, ultrasound scans and radiographs remain Our property notwithstanding any associated payment which You may make to Us; and

6.4 You have the right to request a copy of any documents which We may hold in relation to Your Animal which We shall provide if You first pay a reasonable fee as determined by Us; and

6.5 We shall not release any documents either to You or another veterinary surgery if You owe Us any outstanding sum.

7. Animal Health Insurance

7.1 We recommend that You take out a suitable animal or pet health insurance policy to cover Your Animal;

7.2 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;

7.3 We are not a party to any contract between You and an insurance provider; and

7.4 If You make an insurance claim, We may fill out the requisite claim forms on your behalf at a charge of £150 and

7.5 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 in line with our Price List.

8. 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; or

as 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.

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

We will only use Your personal information as set out in Our Privacy Notice available from our website, www.downevets.com

10. 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.

11. 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.

12. 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 their Animal who can be contacted at the Surgery.

13. 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.

14. 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.

15. 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.

16. Law and Jurisdiction

16.1 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 Northern Ireland.

16.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 16.1 above takes away or reduces your rights as a consumer to rely on those provisions.

16.3 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.