

House & Jackson LLP Veterinary Surgeons

Terms of Business of our Practice

1. INTRODUCTION

- 1.1 These conditions, unless otherwise agreed in writing, set out the terms of business upon which we, House & Jackson LLP, will provide veterinary treatment for your animal.
- 1.2 If you ask us to provide treatment, you will be deemed to have accepted these terms.

2. PRICE

- 2.1 The prices of many of our treatments are set out in our current price list, a copy of which is on display in each of our receptions. If you would like a copy, please ask any of our receptionists and they will give a copy to you.
- 2.2 We will usually give you an estimate of the price of any other treatment before we start to carry it out. You must appreciate that sometimes our estimate will be exceeded because unexpected complications may occur. If we think that our estimate may be exceeded by more than 20 per cent we will try to contact you for your authority to proceed. If, however, we cannot do so quickly, we will complete the treatment in the way in which we judge is necessary to protect the welfare of the animal.
- 2.3 If the treatment is not on our price list and no estimate is given, our price will be based upon our hourly rate of charge as shown on our current price list.
- 2.4 We may alter our price list from time to time.
- 2.5 All prices stated in our price list or on an estimate exclude value added tax which is payable in addition.

3. PAYMENT

- 3.1 If you have an authorised credit account with us, you must pay us in accordance with the terms which we have agreed with you.
- 3.2 If you do not have an authorised credit account with us, you must pay us at the time we provide the treatment. This means at the end of an individual consultation, the discharge of your animal, or when you collect a prescription, drug or other item.
- 3.3 In certain circumstances, we may ask you to pay in advance or to pay a deposit before we start treatment.
- 3.4 If you do not pay us when you should, we may :
 - 3.4.1 cancel or suspend further treatment;
 - 3.4.2 charge you interest for each month or part of a month for which payment remains outstanding at the rate of 2 per cent above the base rate of Lloyds TSB Bank Plc. in force on the last day of each month; and
 - 3.4.3 use a third party to recover payment, and you agree that you will pay all costs which we incur for debt recovery.

4. ANIMAL INSURANCE

- 4.1 We recommend that all our clients consider taking out animal health insurance. We do not sell insurance and cannot advise about the merits of any particular policy.
- 4.2 Animal insurance is a contract between you and the insurance company. If you have insurance, you must pay us in accordance with these terms and make a claim to the insurance company. We cannot make that claim for you, but we will provide you with any information you may reasonably need in order to make your claim.

5. WARRANTIES AND LIABILITY

- 5.1 We will treat your animal with the skill and care which you are entitled to expect. You must, however, appreciate that we cannot guarantee the success of any particular treatment and you must accept the risk that your animal may not fully recover or may die.
- 5.2 Any animal which you leave with us will be cared for in accordance with your reasonable written instructions and (in the absence of such instructions) at our discretion.
- 5.3 We shall not be liable to you for any loss or damage to your animal or for any other loss or damage unless caused by our negligence. We recommend that clients should have their own insurance cover for their animals for accident and third party whilst away from their own site.
- 5.4 With the exception of death or personal injury to a human being caused by our negligence, we shall not be liable to you because of any representation

or express or implied term, warranty or condition or under any common law duty or in any other way for any consequential or economic loss whatsoever which arises out of or in connection with our treatment of your animal or the provision of any goods or services to you.

- 5.5 We shall not be liable to you if we fail to carry out our obligations nor for delay for any reason beyond our reasonable control. This includes strikes, lockouts, industrial action and trade disputes involving our employees or those of a third party, traffic hold-ups, or the need to provide emergency treatment to another animal.
- 5.6 Except for liability for death or personal injury to a human being, our liability to you shall be limited to £100,000.00 or such higher figure as we may agree in writing.

6. UNCOLLECTED ANIMALS

- 6.1 If we treat an animal in our hospital and you do not pay for the treatment or if you fail to collect the animal when we tell you that it is ready for collection, we may dispose of it as your agents as we think fit. We will give you seven days written notice before we do so. We may sell the animal, or give it away if we believe it to have no market value. You will be liable to pay our charges for looking after the animal whilst it is in our care and for the costs involved in disposing of it. If we receive payment for the animal we will apply it in or towards settlement of all sums owed to us and any balance remaining will be paid to you.
- 6.2 If your animal dies whilst it is in our care, we will dispose of it in accordance with your instructions. If we do not receive your instructions within three days of our telling you that your animal has died, we will be entitled to dispose of it as we think fit and you will be liable to pay our charges for doing so.

7. SUPPLY OF DRUGS

- 7.1 If you wish, instead of supplying drugs ourselves, we can issue you with a prescription for drugs to be dispensed by a third party. This is not the case with drugs supplied in an emergency or during anaesthesia
- 7.2 Returned medicines. While we can take back unused medication for disposal under the terms of the Medicines Act we are unable to resell returned medicines. We are therefore unable to provide refunds.

8. RADIOGRAPHS AND NOTES

- 8.1 The treatment of your animal may involve making specific investigations, for example, taking radiographs or performing ultrasound scans. Even though we make a charge for carrying out these investigations and interpreting the results, the ownership of the resulting record, for example, a radiograph, remains with us.
- 8.2 We also retain ownership of all other notes and documents arising during the course of treating your animal. You may inspect those notes at our surgery by appointment during normal surgery hours.

9. COMPLAINTS PROCEDURE

We will work to provide you with a service with which you are very pleased. If, however, you are unhappy with our service, please speak in the first instance to the person treating your animal. If you are still unhappy, please raise the matter with our practice manager. If the practice manager cannot resolve it to your satisfaction, then the matter will be referred to a partner (not the one who carried out the original treatment) and the partner will then deal with your complaint.

10. STATUTORY RIGHTS

These terms of business do not affect your statutory rights.

11. HOUSE & JACKSON LLP

Registered as a limited partnership in England and Wales under number OC339156. A list of the names of the current partners is on display in each of our receptions. The word "Partner" is used to refer to a member of House and Jackson LLP. House and Jackson, The Pet Clinic, The Horse Clinic are trading names of House and Jackson LLP