

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.
- 1.3 By registering with House & Jackson LLP, you are confirming that you are at least 18 years of age.

2. PRICE

- 2.1 The prices of many of our treatments are set out in our current price list, a copy of the most popular procedures are on display in each of our waiting rooms and further prices are available on request.
- 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 We may share your information with credit reference agencies for verification and identification purposes.
- 3.5 If you do not pay us when you should, we may:
 - 3.5.1 cancel or suspend further treatment;
 - 3.5.2 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 Bank Plc, in force on the last day of each month; and
 - 3.5.3 use a third party to recover payment, and you agree that you will pay all cost that 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 assistance 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 animal 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 ANIMAL

- 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 they are ready for collection, we may dispose of them 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 them away if we believe them to have no market value. You will be liable to pay our charges for looking after the animal whilst they are in our care and for the costs involved in disposing of them. 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 they are in our care, we will dispose of them 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 them 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 always aim to provide the very best service to all our clients and hope that you never feel the need to make a formal complaint. However, there may be occasions where you feel that your concerns need to be heard.

If you wish to raise a complaint, we would ask that in the first instance you speak with any member of staff, be they a member of the Reception team, Office Administration or one of the clinical team. They may be able to quickly allay your concerns. Verbal concerns can be raised either in person or over the telephone by calling 01277 823986. If you are unable to resolve the situation in this way and wish to make a formal complaint, we would ask that you put all of the details in writing so we are able to fully look into the matter. Written complaints should be sent to: House & Jackson LLP, Rookery Road, Blackmore, CM4 0LE or via email to info@houseandjackson.co.uk. Your complaint will be acknowledged within 24 working hours and passed to either the Client Manager or the Practice Manager to be investigated. We aim to deal with all complaints swiftly but depending on the nature of the situation, it can take a few days to find out what has happened and speak with any relevant members of staff before we can get back to you.

Should we be unable to resolve a complaint to your satisfaction via the above process, we would suggest you contact the Veterinary Client Mediation Service (VCMS) who can work as an intermediary to try to reach a mutual resolution, acceptable to both parties. In some instances, we may pass your complaint to the Veterinary Defence Society to act on our behalf.

10. STATUTORY RIGHTS

These terms of business do not affect your statutory rights.

11. PRIVACY POLICY

Should you wish to view our privacy policy please go to our website www.houseandjackson.co.uk

12. SECOND OPINIONS AND REFERRALS

House and Jackson LLP are happy to offer an internal or external second opinion or referral on request. Please speak to your veterinary surgeon or receptionist for further information.

13. HOUSE & JACKSON LLP

Registered as a limited liability partnership in England and Wales under number OC339156. House and Jackson, The Pet Clinic, The Horse Clinic are trading names of House & Jackson LLP.

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