Terms and Conditions of Business PM-D-0125 v7

Hambleton Equine Clinic Ltd is a limited company incorporated in England & Wales with registered number 08227877 whose registered office is Hambleton Equine Clinic Ltd., The Paddocks, Stanley Grange, Great Ayton, North Yorkshire, TS9 6QD.
This sets out the terms of business upon which Hambleton Equine Clinic Ltd will provide equine veterinary services. By instructing us to perform services, or by purchasing or ordering goods you are making an offer and you are confirming that you agree to these terms of business. If we accept your instruction, purchase, or order, a legally binding contract is made between us and you.

Our commitment to you

We are committed to providing the best care possible for your horse in a timely manner and to the best of our abilities. We commit to abiding by the rules, regulations and professional standards set by the Royal College of Veterinary Surgeons.

Second opinions and referrals

Where you ask us for a second opinion, we will always ask for the details of your current veterinary surgeon if you ask us to see your animal to provide a second opinion. You consent to personal data such as your name and address/email address/telephone number being shared with your current veterinary surgeon to enable us to request your animal's medical history.

If we recommend a referral or consultation. From time to time, including for the provision of out of hours services, we may suggest referral to a specialist and/or outside consultants for a consultation, investigations or a procedure. If you decide to proceed with the referral, you consent to us passing your contact details on to the referral centre or consultant so they can contact you to arrange a mutually convenient appointment. The referral centre or consultant will then notify us of the appointment date and we will arrange for the medical records and any test result, radiographs, or similar to be sent to that referral centre or consultant in advance of the appointment.

Fees

All professional fees, consumables and charges for drugs and services are subject to VAT at the current rate. Professional fees are determined by the time spent on a case, the level of intensity of investigation and treatment used, the expertise required and the technical equipment used, in addition to the costs of drugs, materials and consumables used.
We will charge a reasonable fee for completing insurance forms from insurance companies; this fee reflects the time used to complete this paperwork. A standard fee will be charged per insurance claim. Investigation and treatment of accident, illness and injury does not necessarily follow a specific course and therefore costs can vary and may be difficult to predict accurately. Whenever possible we will give you an estimate of the costs (not a quotation) of treatment but this will only be approximate as variations and complications may arise resulting in further costs incurred. If specifically requested, we will provide you with a written estimate for guidance but often our estimates will be verbal. We will try to keep you informed of any significant changes from the estimate throughout the progress of each case investigation/treatment, however there may be occasions where a decision has to be made
without prior discussion. You may be asked to pay up front for an emergency admission, details of which would be discussed with you at the time.
By engaging our services, either in person or via your agent, you agree to pay to us all costs and expenses that may be incurred whilst your animal is under our care.
Details of our fees are available on request and a detailed invoice is generated and issued for every consultation, procedure or transaction. Out-of-hours fees are charged when a veterinary surgeon is called to attend to your horse(s) outside of the normal surgery hours (Normal Surgery hours are Monday to Friday 8:00 am – 6:00pm).

Invoicing and payment terms

Unless otherwise agreed, clients will be invoiced at the conclusion of investigation/ treatment, and payment in full will be due on receipt of invoice. Treatment for on-running conditions will be invoiced weekly.
Where the fees are anticipated to exceed £2,000 incl. VAT (per incident) an 'interim' invoice may be submitted, and interim payment required.

Invoices for in-patients will be generated at the point of discharge and payment will be due immediately. Additional invoices may still be generated after discharge in relation to outstanding investigations (such as laboratory test fees). For horses where treatment is to be claimed on an insurance policy, we reserve the right to charge the insurance excess at the point of admission. Additionally where significant fees are anticipated (for example an emergency and out of hours admissions), a deposit of £1000 may be requested at the time of admission. This will be discussed with you.

Referrals. Unless otherwise agreed, clients referred to Hambleton Equine Clinic will be invoiced at the conclusion of investigation and or treatment and payment in full will be expected prior to discharge from the clinic. All referrals must pay £500 on admission.

From time to time we may operate a Zone visit scheme. Work for these types of visits will require pre-payment due prior to the veterinary surgeon's arrival at the time of the appointment. A reduced visit (call out) fee will be charged for zone visits.

We reserve the right to charge an administration fee of 5% on balances remaining unpaid 60 days after the date of the invoice. Overdue accounts, after due notice to you, will be referred to a debt collection company if satisfactory repayment arrangements have not been made with ourselves and all costs incurred will be passed to you. In the event of non-payment, you will be liable for our costs of recovery (including legal fees) and in addition we may refer your account to a debt collection agency and their fees will also be added to your debt and will be payable by you. in the event that court action is necessary, all associated costs, including legal fees, will be claimed from you and these additional costs are likely to increase significantly your debt to us.
Any cheque which you issue which is returned unpaid, any credit/debit card payment not honoured and any cash tendered that is found to be counterfeit will result in your account being restored to the original amount together with any fees incurred in the process.
Any credit terms extended to you by Hambleton Equine are discretionary. Failure to comply with payment terms will result in the withdrawal of any such discretionary terms and future work will require payment in full at the time of the appointment.
We require registration details for new clients. We require payment in full at the time of the first appointment/ treatment.
Prescriptions are available from this Practice. The fee for a written prescription will be charged and the current rate for this can be obtained by calling reception. All medications and prescriptions must be paid for at time of collection or ordering for postage.

Methods of payment

We can provide you with banking details for you to make electronic payment through internet banking. We accept the following methods of payment

- Bank transfer
- Debit Card
- Cash
- Visa, Maestro or Switch.
- Credit Card

Please note, cheques are only accepted at the discretion of the Directors and our banking facility.

Inability to pay

If for any reason you anticipate being unable to settle your account in full at the time that your horse is discharged from our care please discuss this matter with us as soon as possible. Please be advised that instalments or part-payments of any accounts can only be sanctioned with the express permission of the Directors or Practice Manager. Agreement to part payment or payment by installments will only be made in exceptional circumstances. Late payment surcharges may still be levied onto your account each month until the account is paid off in full.

Disputes

Should you dispute our fees or have questions about your invoice please contact our accounts department at the Practice in the first instance. Many concerns can be sorted out quickly.

Any dispute with our fees which is not immediately resolvable must be put in writing to the Directors within three days of receiving the invoice. Suspension of the overdue fees process during a dispute is at the discretion of the Directors. Clients are always advised to settle their account on time, and if there is a dispute, ensure that this payment is made without prejudice.

Complaints & Standards

We hope that you never feel the need to complain about the standard of service received from Hambleton Equine Clinic. However, if you feel that there is a need to register a complaint please put this in writing to a Director.

Please be reminded that we operate a zero-tolerance policy to any abuse towards our team. If you have been reported as abusing (whether verbal or physical) any member of our team, we reserve the right to withdraw our services to you.

Equine Insurance

Hambleton Equine Clinic strongly supports the principle of insuring your horse against unexpected illness or accidents. Hambleton Equine Clinic will charge a reasonable fee for completing insurance forms for all insurance companies.

For all routine referrals you must inform your insurance company prior to your appointment that you have been referred to Hambleton Equine Clinic Ltd and the nature of the condition/proposed treatment. In the case of an emergency or a first opinion case the insurance company should be contacted at the earliest opportunity

It is your responsibility to submit claims to your insurer and to be reimbursed by them. Provided that the insurance company has agreed the claim in principle, and that you have not made payment to us direct in advance of a claim, we require that payments of claims by insurance companies are made direct to us. To fulfill this requirement you must ensure that your insurance claim form is appropriately signed and you have instructed your insurance company to pay us directly.

You will be required to pay the insurance excess and any costs not covered by insurance i.e., livery fees and any part of the claim that has been rejected by your insurance company for whatever reason. We are unable to liaise or negotiate with the insurance company on your behalf but we are happy to answer any veterinary queries where necessary free of charge.

Hambleton Equine Clinic accepts no liability if your claim should be rejected, either in part or full and will ask that any outstanding invoices be settled in full for any veterinary treatment we have given to your horse.

It is your responsibility as the policy holder, to ensure that your insurance company settle your account promptly and please be aware that you will be liable for any late payment surcharges on your account. Should the account remain unpaid for more than 90 days, we will ask you for full settlement to prevent any debt recovery action being taken.

Regardless of whether the animal is insured, the entire bill remains your responsibility until it is paid in full. A belief or understanding on your part that your insurers will meet some or all of our charges will not be a defence in respect of any claim we make against you for non-payment. Correspondingly, credit will be given to you in respect of any payment we receive from a third party (including an insurance company) on your behalf in circumstances where the relevant payment is intended to meet or partially to meet financial obligations of you to us.

Passports

It is a legal requirement that all horses, ponies and donkeys must have a valid passport. This must accompany the animal during transport, and we will ask to check this at the time of admission/examination. You must endorse your passport (normally section IX in an old passport and section II in a new passport) to confirm whether the animal is/is not intended for human consumption. If your animal's passport is presented to us unsigned, we reserve the right to sign this as not intended for human consumption. This will allow us to treat the animal according to its clinical needs and to ensure that it never enters the human food chain. In exceptional circumstances, where a passport is not available, a detailed record of medicinal products administered to the animal will be retained. You will need to keep a record of this treatment. This information is provided on your invoice.

Confidentiality and Data Protection

We acknowledge that client confidentiality is of the utmost importance. Save as required to perform the agreed services or as required by law, we will not pass any of your personal identifiable details to third parties without your permission (including permission given in these Terms and Conditions). We use any personal data we collect in accordance with our Privacy Notice. Further information regarding your rights with respect to your Personal Data can also be found in our Privacy Notice which can either be found at www.hambleton-equine.co.uk/privacy-policy/ or is available on request.

Ownership of records

Case records, x-rays, scans and similar documents are the property of, and will be retained by Hambleton Equine Clinic. Even though a charge may be made for carrying out and interpreting the results, ownership of the resulting record (eg: an x-ray or ultrasound scan) remains the property of the practice. Any accumulated information may be used for the purposes of clinical research and veterinary education, including publications and presentations at professional or lay-person meetings. Information used for such purposes will be completely anonymised such that no identifying data (client or animal name) will be apparent.
Upon request, copies of records with a summary of the history of your animal(s) will be passed on to another veterinary surgeon taking over the treatment and care of your animal(s).
By registering as a client Hambleton Equine Clinic has permission to contact your previous vet(s) for any relevant medical history.

Additions and variations to these terms and conditions

Terms & Conditions may be revised from time to time and will be posted on the website (www.hambleton-equine.co.uk). No addition or variation of these conditions will bind Hambleton Equine Clinic Ltd 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 these conditions in any way.

Statutory Rights

These terms and conditions do not affect your statutory rights.

Client Relationship

You will ensure that we have up to date contact details for you and will inform us of any change of ownership of an animal. We will accept instructions from an agent acting on your behalf such as farm manager, trainer, stable manager or stable owner. We will assume, unless advised in writing by yourself, that they have your authority and are acting in your interest and on your behalf. We cannot accept instructions from anybody under the age of 18 years. It is the client's responsibility to keep their account with us updated with current contact details.
You specifically authorise Hambleton Equine Clinic Ltd to communicate with others either directly or indirectly involved in the care, management, custody or ownership of the animal in question or its insurance, and to convey to them, as necessary, information which, but for this provision, might be regarded as confidential information as between Hambleton Equine Clinic Ltd and you.
Further you agree that we are permitted to liaise with others either directly or indirectly involved in the care, management, custody, insurance of or ownership of the animal in question or its insurance with regards to payment or recovery of fees incurred in connection with the animal in question.

If you are acting as an authorised agent of an owner of an animal, (including but not limited to an agent, representative, custodian, referring practice, an insurance company or other third party), you represent, warrant and undertake that you are duly authorised by the owner to engage our services in relation to such animal, provide information and personal data about the owner to us and, to the extent that you lack relevant authority, you hereby undertake to indemnify and keep
indemnified Hambleton Equine Clinic Ltd from and against all consequences of any such want of authority and confirm that you are liable for fees for providing the services you instructed us to provide.
In circumstances where the client of Hambleton Equine Clinic Ltd is a company or other legal entity which is not one or more human persons, we shall be entitled to pursue the amount owed by such entity against the persons responsible for the day to day management of that entity and to treat such persons as primary obligators in respect of the entity's indebtedness to us.
Any assertion by such contracting party that he/she is not the owner of the relevant animal shall not be a defence in respect of any claim brought against such person by Hambleton Equine Clinic Ltd.

Consumer Contract Regulations 2013
In the event that you are contracting with us as a consumer, and such contract is not made at the practice premises, you have under the Consumer Contract Regulations 2013 a right to cancel instructions given to us within fourteen (14) working days of receiving these Terms and Conditions, or being advised of these Terms and Conditions.
If you would like us to commence work within the next 14 days, please ensure that you sign these terms and conditions or confirm your instruction in writing (email will suffice). If you wish to terminate your instructions to us within such fourteen (14) day period then we will discontinue rendering services to you but you will be responsible for any services we have provided up to and including the date when we received your notice to terminate your instructions.

Termination of Service
You have the right to terminate this agreement at any time.
We retain the right to terminate this agreement if:

- you do not accept our advice
- you fail to pay your account in a timely manner and we have not agreed to extend credit terms
- we are prohibited by law from doing any further work
- we are concerned about the welfare of the horse
- you are found to be abusing, whether verbal or otherwise any member of our team
- if the relationship between you and us breaks down for any other reason and we cannot resolve this.

On termination of work we will invoice you for any work already done and we reserve the right to hold your horse's records, x-rays, etc.

Price review
We reserve the right to increase prices for our services on an annual basis as a minimum. This is normally competed in January each year.
Prices for medications, consumables and disposables supplied to you are governed by our supply chain and therefore fluctuate constantly. We reflect changes in the cost of these from our suppliers back to you. Please be assured we do our best to keep our prices as low as we can by the deals we negotiate with our wholesalers.

Images and Recordings
Hambleton Equine Clinic Ltd does NOT give permission for images (such as photographs and video) to be recorded of the Clinic property, other client's animals at the clinic, Hambleton Equine Clinic personnel or any procedure or examination. The exception to this is that you may take images of an examination of your own animal if, and only if, 1) HEC's services are commissioned by you and we are

acting for you during this procedure, and 2) only with the permission of the veterinary surgeon involved. Our personnel have the right to say that they do not wish to be filmed or photographed. If you have consent to take images, you may not share these images with others, use these for social media or broadcast these in any way. Please note Pre-Purchase Vettings are confidential to the Purchaser and cannot be filmed or photographed by anyone.

Use of Branding and Publicity Material

You may only use or broadcast Hambleton Equine Clinic's branding, logo, publicity material and other Intellectual Property with express permission to do so from the Practice.

The Paddock, Stanley Grange, Great Ayton, North Yorkshire TS9 6QD

Tel: 01642 723132 **e-mail:** info@hambletonequine.co.uk **web:** www.hambleton-equine.co.uk

Directors : Alison Walters BVSC MRCVS Caroline Blakiston BSc BVM&S MRCVS Phil Cramp BSc BVM&S MS DipACVS & ECVS MRCVS