

## **PEEL VETERINARY CLINIC LTD – TERMS AND CONDITIONS FOR SERVICES**

### **1. THESE TERMS**

- 1.1 These are the terms and conditions on which we supply our services to you.
- 1.2 Please read these terms carefully before you register and/or make an appointment with us. These terms tell you who we are, how we will provide our services to you, how you and we may change or cancel an appointment, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.
- 1.3 In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:
- You are an individual.
  - You are purchasing our services from us wholly or mainly in your personal capacity (not for use in connection with your trade, business, craft or profession).
- 1.4 If you are a business customer these terms constitute the entire agreement between us in relation to our services. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

### **2. INFORMATION ABOUT US AND HOW TO CONTACT US**

- 2.1 We are Peel Veterinary Clinic Ltd a company registered in England and Wales. Our company registration number is 09483829 and our registered office is at 5 Railway Street, Hornsea, East Yorkshire, England, HU18 1PS. Our registered VAT number is [212 758 315].
- 2.2 You can contact us by:
- 2.2.1 telephoning our Beverley branch on 01482 882 377 or our Hornsea branch on 01964 532 770;
- 2.2.2 by writing to us at 5 Railway Street, Hornsea, East Yorkshire, England, HU18 1PS or Peel Place, North Bar Without, Beverley, East Yorkshire, England, HU17 7AH; or
- 2.2.3 by emailing us at [info@peelvetclinic.co.uk](mailto:info@peelvetclinic.co.uk).
- 2.3 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us when registering with us or when making an appointment with us.
- 2.4 When we use the words "writing" or "written" in these terms, this includes emails.

### **3. REGISTERING WITH US, MAKING AN APPOINTMENT AND OUR CONTRACT WITH YOU**

3.1 You can register with us by completing our registration process either:

3.1.1 in person; or

3.1.2 over the phone by calling us using the contact details in clause 2.2.1.

3.2 As part of the registration process you will be asked to confirm that you agree to these terms and conditions and that whenever you arrange an appointment for us to provide our services, such services will be provided subject to these terms and conditions.

3.3 We will confirm to you (either orally or in writing) as to whether or not you have been able to successfully register with us.

3.4 Provided that you have registered with us, you can ask to make an appointment with us by:

3.4.1 visiting one of our branches in person;

3.4.2 calling us using the contact details in clauses 2.2.1 above; or

3.4.3 using our online portal at <https://www.peelvetclinic.co.uk/book-online/>

3.5 Your appointment will be confirmed when we confirm to you that we have accepted it, at which point a contract will come into existence between you and us. Wherever possible, we will endeavour to confirm appointments in writing via email or via SMS.

3.6 If we are unable to make an appointment for you at the time or on the date you have requested (for example due to staff unavailability or no further time slots being available on the day you have requested) we will inform you of this and suggest another date and/or time for an appointment.

### **4. OUR SERVICES**

4.1 Our services are set out on our website at <https://www.peelvetclinic.co.uk/services> and will be more specifically explained to you over the phone, in person and/or once we have had an opportunity to examine, assess and/or diagnose your animal.

### **5. YOUR RIGHTS TO MAKE CHANGES TO OR CANCEL YOUR APPOINTMENT**

5.1 If you wish to make a change to the date and/or time of your appointment please contact us and we will try and rearrange your appointment for a date and time that is more suitable for you.

5.2 If you wish to cancel an appointment at any time then please contact us to let us know.

6. **OUR RIGHTS TO MAKE CHANGES TO THESE CONDITIONS**

6.1 We may make changes to these terms from time to time. We will notify you of any changes we make to these terms.

7. **PROVIDING THE SERVICES**

7.1 We will provide our services:

7.1.1 subject to clause 7.2, at the time and date of the appointment we have agreed with you;

7.1.2 either at our premises or, where we have agreed this with you, at your residence or other location where you keep your animal;

7.1.3 with all reasonable care and skill;

7.1.4 in accordance with the RCVS's Code of Professional Conduct for Veterinary Surgeons;

7.1.5 during our normal business hours of 08:30 – 18:45 (Monday to Friday) and 08:30 – 11:45 (Saturday);

7.1.6 outside our normal business hours, in which case our services will be charged for at a higher rate which will be confirmed to you at the time.

7.2 The performance of our services may be delayed by an event outside our control (for example, emergency appointments which need to take priority over your appointment, or previous appointments taking longer to complete than we initially anticipated) in which case we will let you know as soon as possible. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may or we may cancel your appointment.

7.3 It is your responsibility to promptly collect your animal from our premises after we have performed our services.

7.4 In respect of any medication we provide your animal as part of our services, you must follow any instructions which we provide to you or which are contained within the medication in respect of such medication.

7.5 If you do not allow us to examine your animal to perform the services as arranged or you do not attend our premises at the time of your appointment (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or arrange an opportunity to examine, assess and/or diagnose your animal we may end the contract.

7.6 You must provide all necessary assistance in order for us to be able to safely examine, assess and/or diagnose your animal. If we are unable to examine, assess and/or diagnose your animal because we reasonably believe there is a risk of injury to either our staff, you

and/or your animal then we may refuse to provide the services and end the contract. However, you may still be charged for the services which we were unable to perform in respect of your animal.

7.7 We may need to keep your animal at our premises overnight in order to properly perform our services. We will ask for your consent to do this and will not keep your animal at our premises without such consent. Please note that if you withhold your consent we may not be able to properly perform our services.

7.8 Where you have requested that we provide you with repeat prescription medication for your animal, we will require that you allow us to examine your animal:

7.8.1 in respect of animals which are domestic pets, no less than once every three months;

7.8.2 in respect of equine animals, no less than once every three to twelve months (at our discretion); and

7.8.3 in respect of farm animals, no less than once twelve months,

in order to help determine whether such prescription medication is still suitable for your animal.

7.9 We may need to obtain and retain certain information and/or consents from you so that we can perform our services, for example, your animal's medical history, your consent for us to obtain your animal's medical history from your previous veterinary practice or the extent to which you have insurance for your animal in place. If so, we will contact you to ask for this information and/or consent. If you do not provide us this information and/or consent within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may cancel your appointment or suspend performance of the services. We will not be responsible for performing the services late or not performing any part of them if this is caused by you not providing us with the information and/or consents we need within a reasonable time of us asking for it.

7.10 If you do not pay us for our services when you are supposed to and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend the performance of any further services to you and/or refuse to arrange any further appointments with you until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of our services. We will not suspend our services where you dispute the unpaid invoice in good faith. We will not charge you for any services during the period for which they are suspended.

## 8. **YOUR RIGHTS TO END THE CONTRACT**

8.1 Your rights when you cancel an appointment will depend on what services we have performed, whether there is anything wrong with how we have performed those services, when you decide to end the contract and whether you are a consumer or business customer.

8.2 If you are ending a contract for a reason set out at clauses 8.2.1 to 8.2.2 below the contract will end immediately and you may be entitled to compensation. The reasons are:

8.2.1 we have told you about an upcoming change to the services we intend to perform on your animal which you do not agree to;

8.2.2 you have a legal right to end the contract because of something we have done wrong.

8.3 If you are a consumer then for most services you have a legal right to change your mind and cancel the contract within 14 days and receive a refund of any sums you have paid. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

8.4 Your right as a consumer to change your mind does not apply once we have begun to perform the services for you.

8.5 You have 14 days after the day we confirm your appointment to change your mind and end the contract. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started performing the services, you must pay us for the services provided up until the time you tell us that you have changed your mind. For the avoidance of doubt, we will not provide you with any refund in respect of unused medication.

8.6 Even if we are not at fault and you are not a consumer who has a right to change their mind, you can still end the contract before it is completed, but you may have to pay us compensation. A contract for services is completed when we have finished performing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you are not a consumer who has changed their mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for services not performed but we may deduct from that refund (or, if you have not made an advance payment, charge you) the price payable for any services which we have performed to date but not yet invoiced.

9. **HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU ARE A CONSUMER WHO HAS CHANGED THEIR MIND)**

9.1 To end the contract with us, please let us know by using the form in Schedule 1 of these terms or contacting us using the details in clause 2.2.

9.2 If you are entitled to a refund under these terms we will refund you the price you paid for the services, by the method you used for payment. However, we may make deductions from the price, as described below.

9.3 If you are exercising your right to change your mind we may deduct from any refund an amount for any services which we have performed but for which we have not yet invoiced up to the time when you told us you had changed your mind. The amount will be in proportion to what has been performed, in comparison with the full coverage of the contract.

9.4 We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind.

## 10. **OUR RIGHTS TO END THE CONTRACT**

10.1 We may end the contract at any time by writing to you if:

10.1.1 you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;

10.1.2 you do not, within a reasonable time of us asking for it, provide us with information and/or consents that are necessary for us to perform the services;

10.1.3 you do not provide all necessary assistance in order for us to be able to safely examine, assess and/or diagnose your animal; or

10.1.4 you do not, within a reasonable time, allow us to examine your animal in order to perform the services.

10.2 If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for services we have not performed but we may deduct or charge you the price payable for any services which we have performed to date but for which we have not yet invoiced or which would have been performed but for you not allowing us to examine your animal, providing any necessary information, consents and/or assistance.

## 11. **IF THERE IS A PROBLEM WITH THE SERVICES**

If you have any questions or complaints about our services, please contact us using the contact details in clause 2.2.

## 12. **YOUR RIGHTS IN RESPECT OF DEFECTIVE SERVICES IF YOU ARE A CONSUMER**

12.1 If you are a consumer we are under a legal duty to perform services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the services. Nothing in these terms will affect your legal rights.

### **Summary of your key legal rights**

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

The Consumer Rights Act 2015 says:

a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

- b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

13. **PRICE AND PAYMENT**

- 13.1 Where you are a consumer customer, we will advise you of the estimated price for the services (which includes VAT) to be performed on your animal before or during your appointment. Such estimates should be taken as indicative estimates only and not a fixed quotation, as the final price for the services (including the potential necessity for additional services) may be influenced by matters over which we have little or no control.
- 13.2 If you are a business customer, we will advise you of the estimated price for the services (which excludes VAT) to be performed on your animal before or during your appointment. You must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 13.3 Subject to clause 13.4, following performance of the services, we will advise you if we consider any additional services are required in order to treat any condition which your animal has. We will explain the nature of such additional services to you at the time and provide you with an indicative estimate of the price of such additional services. We will then agree a plan of treatment in respect of any additional services your animal needs before carrying out any further services on your animal. To the extent we consider that, at any point, any changes should be made to your animal's plan of treatment, we will discuss such potential changes with you and the indicative estimate of the price of such changes before agreeing any changes to your animal's plan of treatment.
- 13.4 In some circumstances, for example where there is an emergency or a serious risk to your animal's life, we may have to provide additional services without consulting or agreeing such services with you first, for which you will be charged. We will confirm the price of such services as soon as we are able to do so.
- 13.5 If the rate of VAT changes between your order date and the date we perform the services, we will adjust the rate of VAT that you pay, unless you have already paid for the services in full before the change in the rate of VAT takes effect.
- 13.6 We accept payment via BACS, cheques, debit/credit card or in cash. Please note that we do not accept payment via American Express cards.
- 13.7 Where you are a consumer customer, we will invoice you for the balance of the price of the services when we have completed them and you shall pay such invoice at the end of your appointment or when your animal is discharged. We may (at our absolute discretion) agree to accept payments in instalments (such instalments to be agreed between you and us).
- 13.8 Where you are a business customer:

- 13.8.1 we will invoice you a monthly fee for our services, which shall be payable in full and cleared funds within 14 days of the date of the invoice;
- 13.8.2 which operates a farming or agricultural business, you may reduce your monthly fee by 5% provided that you make payment within the timeframe in clause 13.8.1, and there are no outstanding payments from you under these terms at the time we invoice you.
- 13.9 If you do not make any payment to us by the due date:
- 13.9.1 and we have still not received payment from you within 14 days of the relevant due date, we will write to you or call you to demand payment, at which point an administration charge of £7.16 will be added to any unpaid sum; and
- 13.9.2 if we have still not received payment from you within 14 days of our speaking to you or writing to you under clause 13.9.1, instruct a debt collection agency or legal representative to recover the sum from you on our behalf, and you will reimburse us for any legal costs we incur as part of recovering such unpaid sums from you.
- 13.10 If you think an invoice is wrong please contact us promptly to let us know.

#### 14. **INSURANCE**

- 14.1 You remain fully liable to us for the price of the services we perform for you, regardless of whether or not you have animal insurance in place.
- 14.2 Where you intend to make a claim on your animal insurance in order to pay the price for any of our services, you will notify us as soon as possible and:
- 14.2.1 where you intend to make a direct insurance claim (whereby we can claim the monies owed to us directly from your insurance provider less any excess or fees not covered by your insurance policy) you will promptly provide us with all documentation, assistance and cooperation necessary in order for us to make a claim against your insurance provider; or
- 14.2.2 where you intend to make an indirect insurance claim (whereby you will claim the monies owed to us from your insurance provider) you will promptly provide us with written evidence that you have done so.
- 14.3 In the event that, for whatever reason, your insurance provider does not pay all or part of yours or our insurance claim then you shall be liable for any outstanding balance.
- 14.4 If, after 30 days of notifying us that you intend to make a claim on your animal insurance, we have still not received payment from you, we will contact you and your insurance provider to ascertain the status of any unresolved claim and, if we are unsatisfied with any response we receive (or the lack of one) we will follow the procedure in clause 13.9.



**15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER CUSTOMER**

15.1 We carry professional indemnity insurance in the sum of £200,000 per claim for criminal or disciplinary action, £10,000,000 per claim for human injury, £1,000,000 per claim for farm animals used for business purposes, £250,000 per claim for equine animals and £250,000 per claim for domestic pets.

15.2 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, provided that our liability shall be limited to the amounts to which we are insured, as set out in clause 15.1. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

15.3 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury to humans caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services as summarised at clause 12.1

**16. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS CUSTOMER**

16.1 Nothing in these terms shall limit or exclude our liability for:

16.1.1 death or personal injury to humans caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);

16.1.2 fraud or fraudulent misrepresentation;

16.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

16.1.4 any matter in respect of which it would be unlawful for us to exclude or restrict liability.

16.2 Except to the extent expressly stated in clause 13 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

16.3 Subject to clause 16.1:

16.3.1 we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and

16.3.2 our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the amounts to which we are insured, as set out in clause 15.1.

**17. HOW WE MAY USE YOUR PERSONAL INFORMATION**

We will only use your personal information as set out in our Privacy Policy which is available on request or on our website at <http://www.peelvetclinic.co.uk/general-privacy-policy/>.

**18. OTHER IMPORTANT TERMS**

18.1 We take a zero-tolerance stance on any abusive, threatening, hostile, degrading, intimidating, malicious, insulting, humiliating or offensive behaviour directed physically, verbally or by means of someone's conduct towards any of our staff. If we consider that you have behaved in such a way, we reserve the right to de-register you from our practice immediately. If such de-registration occurs, we will provide you with the contact details of other veterinary centres and will only provide your animal with urgent medical care for the next 14 days, after which time we will refuse to provide you with any further services.

18.2 We will only discuss with you and/or disclose information to you relating to any animal if:

18.2.1 you are the registered owner of that animal; or

18.2.2 the registered owner of that animal has confirmed to us that we may discuss with you and/or disclose information about that animal to you.

18.3 We may transfer our rights and obligations under these terms to another organisation.

18.4 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

18.5 This contract is between you and us. No other person shall have any rights to enforce any of its terms.

18.6 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

18.7 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to perform the services, we can still require you to make the payment at a later date.

18.8 These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern

Ireland you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.

- 18.9 If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

## **SCHEDULE 1 MODEL CANCELLATION FORM FOR CONSUMER CUSTOMERS**

(Complete and return this form only if you wish to withdraw from the contract)

To: Peel Veterinary Clinic Ltd, 5 Railway Street, Hornsea, North Humberside, England, HU18 1PS ,  
Tel: 01482 882 377 / 01964 532 770, Email: [info@peelvetclinic.co.uk](mailto:info@peelvetclinic.co.uk)

I hereby give notice that I cancel my contract for the supply of the following services:

Date of appointment:

Name of consumer:

Address of consumer:

Signature of consumer (only if this form is notified on paper):

Date: