Terms and Conditions Malthouse Vets LTD Terms and Conditions Last Updated: 6th September 2017

Thank you for entrusting the care and attention of your pet to Malthouse Vets LTD. This statement details our practice Terms and Conditions. Some of the terms may not be relevant to you, and we are happy to provide further clarification if required. By requesting us to treat your pet you will be deemed to have accepted our Terms and Conditions of service.

1.New Clients.

We will, as a matter or professional courtesy and in the best interest of your pets' health, contact any vets who have previously treated your pet. We will request a copy of your pet's clinical records to ensure that we are able to offer them appropriate care.

2. Appointments and Consultations.

Clients and their pets are attended to by our veterinary surgeons during working hours by appointment. The allocation of an appointment is the basis of charging for consultations. All consultations are by appointment during our advertised surgery hours.

There will be a charge for all veterinary consultations.

Appointments may be cancelled by giving us 24 hours' notice. If you do not give us notice that you will not be attending a booked appointment we reserve the right to charge a full consultation fee.

3.Out of Hours Service.

The practice provides an out-of hour's emergency service for the Client's pets with urgent or serious problems only. The emergency number is provided to the Client through the telephone answering-machine.

In the case of an emergency then Clients should telephone 01834 218210 to speak to the duty veterinary surgeon and arrange for their pet to be seen at the practice.

The Client will be charged an Out of hours fee by the duty Veterinary Surgeon, along with the normal consultation fee, for animals seen during the 'Out of Hours' service. The nature of the service provided is at the discretion of the veterinary surgeon on duty.

Home visits to pets in an emergency as not usually practical, and the Client will need to make arrangements for their pet to be seen at the surgery premises.

4.Fees.

All fees, medicines and products are charged inclusive of VAT at the current rate. The Client will receive a receipt for every over the counter payment and should retain these receipts for future reference. If requested, a detailed invoice can be provided for every consultation, surgical procedure or transaction. For work undertaken on surgery premises, fees are due for settlement at the end of the consultation, the discharge of the pet from hospital, completion of

examination/vaccination/surgical procedure or upon collection of medicines etc. Charges from external laboratories that are unknown at the time of treatment etc will be added to the outstanding fees when the Practice receives them and an invoice for payment within 7 days will be sent as soon as the results have been booked and processed. Receiving such invoices DOES NOT make the Client an account holder. For work undertaken away from the veterinary premises, the Practice will ask for payment by one of the methods below for set routine work before the visit or within 24 hours. Routine work away from the practice for new clients is to be paid for in full and before the work is undertaken.

5.Estimates of Treatment Costs.

We are happy to provide a written estimate for the probable costs of a course of treatment or procedure, although such treatments and procedures may not follow a conventional course and therefore an estimate can only be approximate. We will try to contact you to discuss any additional costs; however sometimes such treatments may be required immediately in the event of an emergency or of the animal's welfare would be compromised by not providing timely treatment. In the case of routine procedures, the Practice can provide a quotation. Some additional fees may be added to quotations for additional services or goods provided in unforeseen circumstances. Any overpayments based upon estimates or quotations will be refunded on requires or may be left as credit at the Client's discretion.

Any written estimate or quotation is valid for 30 days.

We reserve the right to alter prices without prior notice.

6.Medicines Determination Fee.

Fee levels are determined by the time spent on a case and according to the drugs, materials, consumables and diets used. The price of all medicines supplied by us includes a dispensing fee. A professional charge is included within the price of medicines supplied by the Practice to the majority of its clients. This charge is entitled 'medicines determination supply and monitoring fee' (MDF) and covers the costs for recording of medicines prescribed as part of a pet's individual clinical record, overseeing the selection, usage and quality of medicines used and recommended and also maintaining a 24-hour veterinary advice line in the event of any adverse reactions and the Practice's responsibility for the ongoing care and clinical advice for pets receiving the medication. It is necessary for the Practice to charge this fee to Clients that request a written prescription to source medicines elsewhere.

7.Payment Terms.

All transactions (a transaction is defined as a transfer or sale of goods, services, treatments and fees from the Practice to the Client), are to be paid for at the time in order to keep costs as low as possible. The Practice accepts case, credit and debit cards and can take payment in advance. The practice does not routinely accept cheques. Payments by non 'chip and pin' cards will not be accepted. The practice reserves the right to request a down payment of approximately 50% of the anticipated costs for non-routine surgical procedures. In cases where a patient is admitted for disease investigation, surgery and/or prolonged treatment, or where the Client has no previous financial history with the Practice, the Practice may require some or all of the estimates fees in advance of starting treatment. With ongoing cases, the Practice may require the Client to make interim payments.

Payment in full is required at the time of each consultation or treatment, the discharge of your pet, or upon collection of products, drugs or diets. We regret we are unable to provide a credit account to clients.

We recommend that you request a written estimate prior to treatment. You should inform us if there is likely to be any difficulty with payment. Proof of a method of payment may be required prior to treatment being given.

Should your account not be settled immediately you will be sent a reminder with an additional fee in respect of the administrative costs incurred. Should it be necessary for further reminders to be sent, further charges will be incurred. Overdue accounts will be referred to an independent debt collection agency and further charges will be levied in respect of costs incurred in collecting the debt, such as production of reports, calls, home visits etc.

All costs incurred in the collection of debts will be passed on to you.

If, for any reason, you are unable to settle your account please inform a member of staff as soon as possible. Please note that instalments of part-payments of any account may only be sanctioned with the express permission of Caroline Purnell or Lloyd Davies

8. Agreed Payment Plans.

The Practice welcomes any forewarning of genuine inability to pay as required under Clause 7 Special payment terms to pay in instalments, or in full at an agreed date may be considered and may be sanctioned only with the express permission of the Credit Control Department. (The veterinary surgeon, nurse or receptionist dealing with the client's pets' is not authorised to agree payment plans). In exceptional circumstances only the client may, at the Practice's discretion, be offered a monthly payment plan that requires either setting up a monthly Bank direct debit, or giving the Practice written authority to take monthly payments from a debit/credit card. If the Client defaults on any pre-agreed payment plan, the Practice will make contact and will expect payments to be reestablished immediately. If contact is not possible and payment is not made within 7 days of the due date, then the account will be suspended and referred. See Clause 7 Fees for vaccinations and other routine procedures do not attract payment terms under any circumstances.

9.Payment Terms – Account Holders.

The Practice can only consider account facilities to commercial enterprises and the issuing of invoices and statements is a service provision for those who agree with the payment terms of 30 days from invoice date. The Practice will apply fees in cases of non-payment and late payment and reserves the right to withdraw the account facility at any time. Charges for non-payment and late payment will be shown on subsequent statements. Statements are issued at least monthly.

10.Payment Terms - Pet Insurance

Malthouse Vets strongly supports the principle of insuring your pet against illness or accident. Please ask for details about insurance from any member of staff. Due to the law governing the selling of financial products, we cannot recommend specific insurance companies. The Practice is happy to discuss the level of insurance taken out and the specific cover provided.

Clients with insured pets that have incurred fees are required to pay the Practice in full in accordance with Clause 7 above. At the Practice's discretion, it may be possible to set up a payment plan, or with evidence of a valid and appropriate insurance policy in place, the Practice may take payment of the policy excess (es) and payment for all goods not covered by the policy, providing the claim form instructs the insurers for direct payment to be made to the Practice. If the Insurance Company declined payment, the Client is responsible for immediate payment in full, under the Terms detailed herein.

A Pet Insurance Policy is a contract between the Client and the insurer. It is the Client's responsibility to provide a claims form which they have fully filled in and signed, at each and every consultation or treatment session, or whenever medications etc are collected. The Practice reserves the right to charge for processing claim forms – fees for this service are not covered by insurance policies. We will, if appropriate, support you in communicating with your insurance company, for instance to discuss their failure to pay out a claim. We are not obliged to do this and reserve the right to charge for time spent communicating on your behalf. If clients are concerned about their insurance company covering the cost of a course of treatment, we recommend you contract them to arrange pre-authorisation. Please be aware that it's your responsibility to settle your account and then reclaim the fees from your insurance company. It remains your responsibility to settle your account if your insurance policy does not settle the account within 60 days, for any reason.

11.Payment Terms – Defaults

Should the Client default on a payment, either at the time of the transaction or any pre-agreed payment plan, inc. account holders, for any reason, the Practice reserves the right to suspend services, and to refuse to attend any animal registered at the client's home address, until full payment is received. The outstanding amount will attract interest from payment due date and can be subject to an accountancy fee each time a statement is issued for the outstanding amount. Goods and services, which have not been paid for will remain the property of the Practice until payment is received in full. If the patient records are requested to be released to another veterinary practice where the client owes money to the Practice, the request will be met when payment is made in full, but due consideration will be made regarding the health of the patient.

When outstanding fees become overdue for more than 7 days of the transaction, then a reminder will be sent. If payment is not received within 30 days of the transaction, then an accountancy fee will be charged for the administrative costs incurred. Should further reminders be required an accounting fee may be charged each time a reminder is sent. In addition to this interest may be charged at 4.5% per annum above the RBS Bank base rate on fees outstanding after 45 days of the transaction date. For all clients, these additional charges may be deducted if payment is made promptly within 7 days but only at the discretion of the credit control department. Fees that continue to remain overdue beyond this date will be referred to the Practices' Debt Collection Agency and further charges will be levied in respect of costs incurred in collecting the debt (such as production of reports, correspondence, Her Majesty's Court fees, phone calls, home visits etc). The Client should be aware that court proceedings may cause credit worthiness to be questioned elsewhere. If the Practice resorts to legal action, then no further treatment will be offered to the Client's pet or any other animals. (This will not affect the animal's right for the Practice to provide the animal with limited emergency treatment to alleviate pain and suffering only). If the Practice agrees to retain the Client with a previous payment default record, all future transactions will be on a strictly cash only and payment at the time basis.

12.Payment Terms – Unsupported.

Any cheques returned by our bank as unpaid, any credit card payment not honoured and any cash tendered found to be counterfeit will result in the original account being restored to the original sum. Further charges will be added in the respect of bank charges and administrative costs and full payment will then be due immediately. Failure to pay at this time will render the Client liable to interest charges on the original sum from the date of the transaction. Fraudulent transactions will be reported to the police.

13.Hospitalised Patients

Animals which are hospitalised in our practice outside of our normal working hours are checked and treated according to their clinical needs.

14. Prescription Only Medications (POMs)

Please be aware that clients of Malthouse Vets may purchase prescription only medicines from us, your veterinary practice, or with a prescription at any pharmacist who stocks the appropriate veterinary licensed medication.

We are willing to provide you with a prescription in order that you may purchase your pet's V-POM from a pharmacist. We will only provide signed prescriptions generated by our computer system, under current UK law this must then be presented to a registered pharmacist. There will be a charge made for providing this prescription by us. The registered pharmacist may not have the specified veterinary licensed medications to hand and may have to order them for you.

Substitution of non-licensed medications or human licensed medications for veterinary licensed ones is illegal, as is the import of any medications from abroad which do not bear a UK license. We do not accept any responsibility for any medicines not dispensed from our pharmacy.

If your pet requires regular medication for a long-standing condition, current law, The Royal Veterinary College of Veterinary Surgeons (RCVS) and good practice requires us to examine him, or her at regular (usually no more than three monthly) intervals. A charge will be made for this consultation.

15.Referral Cases.

Occasionally it may be necessary to seek a second opinion, or treatment from a specialist veterinary surgeon. There may be a fee for the arrangement of referrals.

We recommend that clients request referral practices to provide an estimate before any treatment begins. Payment will be due directly to the referral or specialist centre and will be under their terms of business.

The Practice will NOT pay fees on the Client's behalf.

16.References.

The Practice reserves the right to request references to confirm details of residence and reality of payment.

17.Complaints and Standards

The Practice hopes that the Client never has recourse to complain about the standards of service received from Malthouse Vets. If at any time the Client would like to discuss how any part of the service could be improved, or is dissatisfied with any aspect of the service the Client has received, the Client should contact a Director or the Practice Manager in the first instance. The Practice values the Client's opinions and undertakes to look into any complaint carefully and promptly and do everything reasonable to address concerns.

18.Data Protection.

The Practice is registered under the Data Protection Act 1998. The Practice will use the data provided by the Client only for the purpose of record keeping, updating and enhancing reports and publications. The Practice will strictly maintain the Client's confidentiality at all times and not allow any unwarranted breach of confidentiality nor will it contravene its obligations under the Data Protection Act 1998. The Client has a right of access to the personal data that is held.

19.Ownership of Radiographs and Other Records.

The care given to the Client's animal may involve making some specific investigations, for example taking radiographs, ECG's or performing ultrasound scans. Even though the Practice makes a charge for carrying out these investigations and interpreting their results; ownership of the resulting record, for example a radiograph, remains with the Practice.

Ownership of clinical records, radiographs, laboratory reports or similar documentation are the property of, and will be retained by Malthouse Vets. Copies of a summary of the history will be supplied on request to another veterinary surgeon taking over the case. The client will be responsible for any postage fees etc. incurred in the transfer of records.

20.Photography.

From time to time photographs are taken within the premises and may include images of the Client and/or their animals. If for any reason the Client does not wish images to be taken or used please inform the Practice Manager.

21.Non-Licensed Medicines

At a veterinary surgeon's discretion, where no equivalent licensed medicine exists, it may be deemed appropriate to prescribe a medicine that is not specifically licensed for use in a particular species. In such cases, the potential side effects and precautions will be explained to the Client.

22.Student Veterinary Surgeons and Nurses

As an approved training centre, veterinary students and trainee nurses under qualified guidance may be involved in the care of the Client's pets.

23.Import/Export of Animals/Pet Passports

It is the responsibility of the Client or his/her agent to ensure that requirements for the import/export of animals are met and/or that the requirements are met under the terms of travel for the Pet Travel Scheme. The Practice does not undertake the duties of an export agent and recommends the Client contacts DEFRA for current and accurate advice.

24.Reminder Service.

Please note that the client is responsible for maintaining the schedule of vaccinations or treatments recommended. While the Practice may provide a reminder service for the convenience of the Client, it does not accept any responsibility for doing so.

25. Severances and Variations in Terms or Trading

If any of these Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason by any Court or competent jurisdiction, then such Term or Condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

26.Definitions.

The Practice:

Malthouse Vets LTD, trading as Malthouse Vets LTD (company reg.no. 10346039) Registered Address: Malt Yard, Market Square, Narberth, SA67 7AU.

The Client:

The owner or responsible guardian of the pet').

No variation or addition to these conditions will bind the practice unless it is specifically agreed in writing and signed by Bronwyn Rhodes. No agent or person employed by, or under contract with the Practice has the authority to alter or vary these conditions in any way. These Terms and Conditions supersede and replace any previous Terms and Conditions issued by the Practice.