

LEAHURST EQUINE PRACTICE – TERMS OF BUSINESS

1. Introduction

- 1.1 These conditions set out the terms of business upon which we, The University of Liverpool, Leahurst Equine Practice will provide veterinary treatment for your animal.
- 1.2 By registering with the University of Liverpool, Leahurst Equine Practice and/or asking us to provide treatment, you will be deemed to have accepted these terms.
- 1.3 These terms and conditions apply to the person registering with us, irrespective of whether you are the owner of the horse or not.
- 1.4 We reserve the right to terminate an account at any time without obligation.

2. Payment of Invoices

- 2.1 All invoices must be settled within 7 days of the date of invoice unless previous arrangements have been made. We reserve the right to charge interest on outstanding accounts under Section 69 of the County Courts Act 1984. This is currently fixed at 8% chargeable from day 8.
- 2.2 In the event that payment is not made within these terms, we reserve the right to suspend any non-emergency work on your behalf, and after written notification has been given, will also cease emergency work.
- 2.3 If one invoice becomes overdue, **all** other sums become immediately payable.
- 2.4 Should it become necessary to recover the debt through a debt collection agency, all collection costs, solicitor and court fees will be added to the outstanding balance, and recovered in full.
- 2.5 As members of 'The Veterinary Register' we reserve the right to post client debt information with them which will automatically be issued to all other Veterinary members.
- 2.6 We accept payment by cash, cheques (made payable to 'The University of Liverpool'), debit cards and all major credit cards. Please note, we do not accept payment via *American Express* or post-dated cheques. Payments may be made direct to our bank, Barclays Plc. Please contact us for details of this method of payment.

3. Early Settlement Discount

- 3.1 The University of Liverpool, Leahurst Equine Practice offers an early settlement discount on invoices settled on the day of treatment. This discount is purely a goodwill gesture and we reserve the right to remove this discount without notice, or alter its value.
- 3.2 Treatment not paid for the day will be invoiced the first following Tuesday. The invoice will be for the full cost of treatment and fees and payment terms are as above.

4. Slow Payments

- 4.1 When payments are persistently delayed beyond our normal terms of trading, we reserve the right to request immediate payment for any work done, or goods supplied. We also reserve the right to remove the early settlement discount for any future work.

5. Insurance Cases

- 5.1 In the event of an insurance claim, it is your responsibility as a registered client to settle our account promptly and in full, and to reclaim the fees from the relevant insurance company. We reserve the right to charge for the completion of a claim form.
- 5.2 It is the responsibility of the client to ensure that the terms of their contract with the insurer are not infringed, and that they have suitable cover.
- 5.3 In the event of on-going treatment, the Practice will continue to send you weekly invoices. It is your responsibility to settle these invoices and forward them to your insurance company.
- 5.4 Please note, no insurance form will be completed until your account is cleared in full.
- 5.5 Please read your policy carefully. It is important you understand what your policy does and does not cover.

6. Fees and Charges

- 6.1 *Visits* – A flat standard charge is applied for the majority of calls within our catchment area. We reduce the charge if the visit is shared between two or more people. No fee is charged for any horse examined at Leahurst.
- 6.2 *Out of Hours Fee* – If a horse is visited during a weekend, during a bank holiday, or outside of normal opening hours, an Out of Hours visit charge is applied, which is at a higher rate than the standard visit charge
- 6.3 *Examination and Procedure Fees* – Various examination fees are applied; these fees are fixed. The type of examination fee applied depends of the type of examination carried out (e.g. colic, lameness etc.). The fee amount is based on the usual time taken to carry out a particular type of examination. Procedure fees are also fixed fees and again are based on the amount of time taken to perform the procedure (e.g. teeth rasp, nerve block etc.). We reserve the right to apply an additional professional charge for any procedure or examination that takes considerably longer than a standard examination, charged per minute.
- 6.4 *Drugs and Dressings* – The charge applied for drugs, dressings and other supplies are based on our suppliers charge to us. Accordingly, these charges may vary without notice.
- 6.5 *Laboratory Fees* – We charge for any laboratory work at the price charged to us by the relevant Laboratory, plus VAT at the current rate. A procedural fee is applied for taking any samples which covers the cost of materials used, postage and interpretation. The charge for the Laboratory services will be applied on our receipt of the invoice from the relevant laboratory.

- 6.6 *Hospital Fees* – The fees incurred by any horse seen at the Philip Leverhulme Equine Hospital are charged according to the nature of treatment and the time involved. These charges will be invoiced directly through the Equine Hospital. These charges will therefore vary and payment terms are as per the financial consent form signed on admission.
- 6.7 *Remedial Farriery* – The fees incurred for remedial farriery vary according to the type of shoeing employed and the time involved. These charges will therefore vary and will be invoiced directly through the Equine Hospital. Payment terms are as per the financial consent form signed on admission.
- 6.8 *VAT* – VAT at the appropriate rate applies to all charges.

7. Veterinary Prescription

- 7.1 A written prescription can be supplied if you wish to purchase any drugs prescribed from a third party. We reserve the right to charge for each prescription written. The prescription is valid for 6 months from the date stated on the prescription.
- 7.2 A prescription review is required every 6 months for the supply of drugs for long term use. A veterinary surgeon must carry out a clinical examination of the animal in question prior to the prescription being issued or drugs supplied. We reserve the right to request a clinical examination of an animal more frequently if we feel necessary.
- 7.3 We kindly ask for 24hrs notice for written and repeat prescriptions.

8. Out of Hours Service

- 8.1 Outside of our normal trading hours, we offer a full emergency service 365 days a year. This emergency service can be accessed by dialing our normal office number. A dedicated call handling team will take your call and pass your details onto the duty Vet who will return your call. Our Terms of Business apply in full to all out of hours calls.
- 8.2 We reserve the right to ask for part or full payment prior to an out of hours call being made.

9. Service Standards

- 9.1 The University of Liverpool, Leahurst Equine Practice is committed to providing the very best standard of service to all our clients and their horses. The nature of veterinary work dictates that there may be delays if an emergency situation arises. We therefore reserve the right to re-arrange or postpone routine appointments at short notice. We will however, do our utmost to ensure that appointment times are kept to and that, as a client, you are kept informed of any potential amendments to your appointment.

10. Complaints

- 10.1 Our aim is to provide you with an excellent service. If for some reason you are unhappy with this service please speak in the first instance to the Veterinary Surgeon treating your animal, or contact the Practice Manager. If you are still unhappy then please ask for a copy of our complaints procedure which details how to make a full complaint.

11. Ownership of Records

- 11.1 Case records, including clinical notes, radiographs and similar documents are the property of, and will be retained by The University of Liverpool, Leahurst Equine Practice. Copies may be requested and supplied to other bodies.

12. Liability

- 12.1 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 require euthanasia.
- 12.2 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 have suitable third party insurance for their animals.

13. Statutory Rights

- 13.1 These terms of business do not affect your statutory rights.

14. Disclaimer

- 14.1 No addition or variation of these conditions will bind the Equine Practice, unless it is specifically agreed in writing. No agent or person acting on behalf the University of Liverpool has the authority to alter or vary these conditions in any way.
- 14.2 Any future versions of these Terms of Business will override previous versions.
- 14.3 These Terms of Business should be read in conjunction with our Privacy Notice.