

**ELITE EQUINE CLINIC (CHILTERN REFFERAL SERVICES). TERMS AND CONDITIONS OF BUSINESS (16TH February 2024)**

This document sets out the terms and conditions of business for provision of our Equine Veterinary Services. The use of ‘we’, ‘us’ or ‘our’ refers to Elite Equine Clinic trading under Chiltern Referral Service Ltd. The use of ‘client’, ‘you’ ‘they’ or ‘your’ refers to you, the client. The use of ‘horse’, ‘animal’ or ‘patient’ refers to the registered patient we are treating.

Company Information

Elite Equine Clinic (a trading name of Chiltern Referral Services UK) is limited companies incorporated in England and Wales. The companies are registered to Model Farm, Gore lands Lane, Chalfont St Giles, HP8 4AB. Our Registered Business number for Chiltern Referrals Limited is 098383348. We are trading as Elite Equine Clinic under the company of Chiltern Referral Services. We provides an ambulatory equine veterinary service to our registered clients. We are committed to providing the highest level of veterinary care and treatment for your horse. We aim to provide fair charges and competitive fees to ensure the gold standard veterinary care for your horse through continued investment and expansion in the business. By accepting our services or purchase of goods, you are contractually agreeing to the Terms of Business as laid out below.

1. FEES AND ESTIMATES

1.1 Professional fee levels are determined by the time spent on a case and according to the drugs, expertise, resources, materials and consumables used. All fees, consumables and drug charges are subject to VAT at the current rate.

1.2 We are happy to provide a written estimate as to the possible costs of treatment and/or investigation. Due to the unpredictable nature of illness, injury and clinical work it is not always possible to provide a one-off estimate.

1.3 Treatments plans and individuals’ responses to treatments may vary resulting in additional fees. Any estimate given can only be approximate and may be subject to change. We will endeavour to inform you of any significant changes from those that were first estimated.

1.4 Estimates are only valid for 28 days from the date they were issued and will be honoured during this time period. If this time period has passed, please request an updated estimate.

1.5 We reserve the right to alter and adjust professional fees at any time.

1.6 We reserve the right to update pricing of consumables and medication at any time.

2. OPENING AN ACCOUNT

2.1 New clients are required to pay in advance of their visit by credit or debit card at the time of booking. They will also be required to pay for any services or goods until an account with us has been opened and approved. We reserve the right to verify all new clients’ credit rating with a credit reference agency.

2.2 We reserve the right to decline to provide business on an account basis to clients with poor credit history.

2.3 Certain procedures may require payment in advance.

3. PAYMENT TERMS

3.1 Accounts are processed twice monthly. Itemised statements and/or invoices are sent out twice monthly.

3.2 Our payment terms for registered clients with an account are strictly 15 days from the date of receipt. Payment on the day is required until an account is approved.

3.3 We reserve the right to charge interest on all overdue accounts that are not awaiting payments from insurance. The current rate of interest is 2% per month until the balance is paid in full. Interest will be applied to specific overdue items or treatments and not to the overall balance on the account.

3.4 Overdue accounts, after due notice to you, will be referred to our Debt Collecting Agency or the County Courts if satisfactory repayment arrangements have not been made with ourselves. Any fees from the collection agency or courts will be added to your debt and will be payable by you.

3.5 Persistently late payment will result in the need for all fees to be paid for at the time of treatment.

3.6 We reserve the right to withdraw provision of veterinary services for persistently late payment.

3.7 Acceptable forms of payment are as follows: debit or credit card, BACS payment, cheque or cash handed directly to the Veterinary Surgeon or into one of the clinics. We are unable to accept payment made by American Express.

4. DEPOSIT POLICY

4.1 If your horse is not insured, or the insurance company are not covering the planned treatment then we require payment for the procedure/treatment in advance.

4.3 For new clients or those not on an invoiced account we will require payment of the full sum of the estimate in advance of the procedure/treatment and any additional items paid on completion of the work.

5. RETURNED CHEQUES, COUNTERFEIT TENDER OR BOUNCED PAYMENTS

5.1 Any cheque returned by our bank as unpaid, any credit card payment not honoured, and any cash tendered that is found to be counterfeit will result in the account being restored to the original sum. Additional charges may be added in retrospect due to bank charges, administrative costs and interest on the principal sum.

6. EARLY PAYMENT DISCOUNT SCHEME

6.1 Payments made within 24 hours of treatment will receive a discount of 5% if paid by cash or by debit card. A 3% discount will be given if paid by credit card.

6.2 If an invoice is not settled within 24hrs of the visit, the discount will be reversed, and the normal payment terms of 15 days come into effect.

6.3 Discount will not be offered on any special offers or already discounted services.

6.4 It is the responsibility of the client to contact the practice to pay the bill within 24 hours.

6.5 We reserve the right to adjust the discount scheme at any time.

7. INABILITY TO PAY

7.1 If you find yourself in the unfortunate position of being unable to pay your account, please discuss this matter as soon as possible with a member of the accounts team.

7.2 Elite Equine Clinic are not registered with the Financial Conduct Authority and therefore are unable to accept payments in instalments.

8. EQUINE INSURANCE

8.1 We strongly support the principle of insuring your horse against unexpected accident, illness or injury using a reputable insurance company.

8.2 Your agreement and the terms of your policy are between you and the insurance company.

8.3 It is your responsibility to inform your insurance company in the first instance of accident or injury.

8.4 Insurance companies require a completed claim form, veterinary reports and invoices which must be signed by the attending vet.

8.5 We reserve the right to charge an administrative fee for the completion of the forms required.

8.6 Insurance claims carry the same payment terms as outlined in clause 3. This may mean that you may have to settle your account with us before your insurance company has settled your claim.

8.7 It is sometimes possible for us to accept direct claims from your insurance company. We will do this if your insurance claim is appropriately signed, your claim has been agreed in principle and your insurance company has been instructed to pay Elite Equine Clinic directly.

8.8 Some costs of your horse's care will not be covered by your insurance company. This includes but is not limited to the policy excess, hospitalisation and fees not covered within the scope of your personal policy.

8.9 Any monies not covered by the insurance company, or rejected by the insurance company must be paid directly by you to Elite Equine Clinic.

8.10 Regardless of whether the horse is insured or not, the entire bill remains your responsibility until it is settled in full.

8.11 Clients must pay the policy excess, administrative fees and submit claim forms prior to commencing any elective treatments.

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9. OUT OF HOURS SERVICE

9.1 We provide a 24/7 emergency service for equine patients registered under our care.

9.2 We reserve the right to utilise external companies to ensure we can continue providing this service.

9.3 Routine or booked appointments are between the hours of 8.30am and 6pm.

9.4 Any emergency or non-emergency appointments booked between 5pm-8.30am will be subject to an out of hours fee.

9.5 There is a separate fee for pre-arranged out of hours appointments.

9.6 Routine visits that are completed within the hours of 5pm-8am due to delays will not be charged this fee.

9.7 There is a standard out of hour’s fee. This is not inclusive of any visit, examination or treatment charges which will be charged in addition to this.

9.8 In order to continue to provide a 24/7 emergency service we reserve the right to outsource our out of hours service when required and their fees may differ to our usual ones.

10. LIVERY YARDS/STABLES

10.1 Our usual policy is to invoice the horse’s owner directly.

10.2 If a livery yard or stables has the express permission from the horse’s owner to authorise veterinary work but books the treatment under their own name, then they will be liable for payment of the account and any late payment fees.

10.3 It is the responsibility of the person who has registered the horse on the account to pay us and redeem the costs themselves.

10.4 When a livery yard or stables arranges veterinary work, we will endeavour to contact the owner directly to confirm permission. However, it is assumed that permission has been given by the owner to allow the livery yard to arrange this.

10.5 Please ensure you have made suitable arrangements with the livery yard owner that gives them permission to call the vet on your behalf and authorise treatment for your horse.

11. PASSPORTS AND MICROCHIPS

11.1 All horses in England must have valid passports pursuant to the Equine Identification (England) Regulations.

11.2 These should be available for us to check and verify at all appointments.

11.3 All passports must be signed by the owner of the horse.

11.4 By providing a valid passport with Section IX signed you confirm that the horse is not intended for human consumption.

11.5 If a passport is presented to us unsigned, we reserve the right to sign Section IX. This will allow us to treat the horse according to its clinical needs and to ensure that the horse never enters the human food chain.

11.6 In emergency circumstances where the passport is unavailable, a detailed record of medicinal products administered to your horse will be retained. You will need to keep a record of this treatment.

11.7 Since 1st October 2020 it has been compulsory in UK Law for all equines to be microchipped. It is the legal obligation of the owner of the horse to ensure they microchip and register their equines.

12. DATA PROTECTION

12.1 We will only use client details for the purpose of our business. We will not intentionally pass any details on to 3rd parties, unless we are required to do so on humane grounds, for animal welfare or for public interest without your permission.

12.2 We may, from time to time, send you veterinary information that would be relevant to you.

12.3 We will endeavour to maintain your details correctly on our databases. You, the client, will provide us with correct and updated personal information to allow us to provide our services to you.

12.4 The information we hold for you will include your full name, address, contact details, details of anyone authorised to care for your horse, details of where your horse is stabled, details of your horse and any veterinary surgeon who has previously looked after them.

12.5 We will require consent to hold your data for 24 months from the date of your registration. After this we will need to obtain your consent every 24 months. We will obtain this in person, or via email or telephone.

12.6 Under data protection legislation you have a right of access to the personal data we hold about you. We confirm that when processing data on your behalf we comply with the provisions of the General Data Protection Regulations (GDPR) 2018.

12.7 The data protection clause in these terms does not apply to ownership of records. Information about an animal’s clinical records is not covered under the scope of GDPR.

13. OWNERSHIP OF RECORDS

13.1 All records, images and tissue samples acquired during clinical investigations and/or treatment shall remain the property of Elite Equine Clinic. The professional fees related to carrying out the procedures do not equate ownership of the records.

13.2 The information, imaging, samples etc may be used for the purpose of clinical research and veterinary education. This may include but is not limited to publications and presentations at professional or lay-person meetings. Any information used for these purposes will be completely anonymised.

13.3 Under RCVS guidelines, at the request of a client, we will provide copies of any relevant clinical and client records. This includes relevant records which have come from other practices, if they relate to the same animal and the same client but does not include records which relate to the same animal but a different client.

13.4 To comply with GDPR we will require this request in writing, as there may be some personal data included on the clinical record. Whilst every effort will be made to avoid this, it is required to appropriately label diagnostic imaging and/or data.

14. FEEDBACK

14.1 We welcome feedback from our clients on the services that we provide. This should be addressed to the clinician in charge of your horse and submitted via our website.

14.2 In submitting feedback via the website you are agreeing for us to share this online.

15. COMPLAINTS

15.1 We strive to provide the best possible care for all horses under our care. However, we recognise that in some circumstance you may feel that we have not got this right.

15.2 Often, the heart of many problems is a breakdown in communication. If you have a complaint, we ask that you discuss this with us at the first opportunity.

15.3 In the first instance, please telephone our practice for assistance. If we are unable to resolve the problem in the first instance, we will instruct a Clinical Director to contact you.

15.4 If we are unable to resolve the complaint in this manner, we ask that you email reception@eliteequineclinic.com for the attention of a Clinical Director.

15.5 You will receive an initial response within 7 working days of your email.

16. PRESCRIPTIONS

16.1 We can write prescriptions for horses under our care.

16.2 You may obtain prescription only medicines (POM) or Veterinary Medicinal Products (POM V) from us directly or from another veterinary pharmacy.

16.3 We can only provide prescriptions for animals under our care. Before prescribing any medication, the Veterinary Surgeon must perform a clinical assessment. Your horse may require a physical examination, and this is at the discretion of the Veterinary Surgeon.

16.4 When prescribing antibiotics, antifungals, antiparasitic, antivirals or controlled drugs your horse must have a physical examination. Unless there are exceptional circumstances, we are legally bound to perform this comply with the RCVS ‘under-care’ guidance for prescription only medication and we are unable to prescribe these drugs otherwise.

16.5 We cannot accept returns of prescription medications for refunds. We can, however, dispose of these safely for you.

16.6 If you require a prescription for the treatment/management of a long-term condition the general practice policy is that an examination must be performed at six monthly intervals. Some conditions may require more frequent review and additional diagnostic procedures, and this is at the discretion of the prescribing veterinary surgeon.

16.7 If you require a prescription for the treatment/management of a long-term condition and your horse has not been seen in the last six months we will visit your horse and perform a basic prescription examination.

16.8 Writing prescriptions requires administrative and veterinary time and as such we reserve the right to charge for this service.

17. OPENING HOURS

17.1 Elite Equine Clinic are open 24hrs 365days a day for emergencies.

17.2 Usual office hours 8.30am- 5.00pm.

18. INSURANCE OF HOSPITALISED PATIENTS

18.1 The practice does not hold any cover for loss or accidental injury to any horse whilst on our premises. We would advise all clients to have their own liability cover for loss or accidental injury.

19. VARIATIONS IN TERMS AND CONDITIONS OF BUSINESS

19.1 No addition or variation of these conditions will bind Elite Equine Clinic unless it is specifically agreed in writing by one of the Clinical Directors.

19.2 No agent or person employed by, or under contract with the practice has the authority to alter or vary these conditions in any way.

20. STATUTORY RIGHTS

21.1 These terms and conditions do not affect your statutory rights.