



## Terms & Conditions from CVS Farm Vets

Please read the following important terms and conditions before you instruct us to provide any services to you.

**1. THESE TERMS** This document sets out the terms and conditions that apply when you ask us to provide farm services to you. This includes all professional advice, equine ambulatory or in practice services, which may also include us providing you with certain medicines and treatments. We suggest that you keep a copy of these terms and conditions for future reference.

Any reference to we, us or our in these terms is to CVS (UK) Limited.

Any reference to you or your is to the person agreeing to these terms and conditions and purchasing farm services from us.

Any reference to writing includes emails.

When we use the words writing or written in these terms, this includes emails.

In these terms, you will have different rights according to whether you are a consumer customer or a business customer. You are a consumer customer if you are not requesting our services for a reason which is wholly or mainly in connection with your trade, craft, business or profession (i.e., for non-commercial, personal, purposes). If you are requesting our services for a reason which is wholly or mainly in connection with your trade, craft, business or profession, then you are a business customer.

In these terms, to make them easier to understand, certain defined terms are used. Whenever you see one of the words or phrases set out below used in the terms, it will have the exact meaning given to it here.

Practice means the CVS practice which provides you with the Services; Practitioner means one of our specialist vets or other practitioners; Services means those farm services which we will provide to you, or otherwise confirmed to you by a Practitioner.

**2. INFORMATION ABOUT US** We are CVS (UK) Limited, our registered company number is 03777473 and our registered office is at CVS House, Owen Road, Diss, Norfolk IP22 4ER. Our VAT number is GB737145235. You can contact us by telephoning the Practice

If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address as set out on the Practice website.

**3. OUR CONTRACT WITH YOU** Making an appointment

You can request an appointment with one of our Practitioners for farm vet services by: during working hours of the specific practice, by contacting the Practice (either by telephone or in person); or out of hours.

Your appointment will either be at the Practice, or one of our Practitioners will come to your location depending on the practice options.

Sometimes, we may need to ask you to attend specialist facilities or other locations, and we will let you know at the time you make your appointment. This will depend on the animal in question and the nature of the care they may require. Please note that no legally binding contract will be formed at the time we agree an appointment with you. The contract will be formed as described below.



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For the avoidance of doubt, we shall not commence the supply of Services until a binding contract is in place between you and us. We cannot guarantee that appointments or care will be available to you. Until a binding contract is formed, we reserve the right to refuse to provide services at any time and for any reason.

### **When the contract is formed**

A contract will be formed at the point at which you are attended by a Practitioner (and that could be at the Practice, at your location or at a third-party location such as a specialist facility), which ever happens first. There may be times where we are unable to treat your animal. This is typically because the Practice may not have the relevant experience or expertise to provide the required treatment, or because the necessary equipment or medication is unavailable within the timescales applicable to your animal's needs. We will let you know as soon as possible if this is the case.

**4. ZERO TOLERANCE POLICY** We take the safety and wellbeing of our staff and all animals in our care extremely seriously. Therefore, in entering into this contract you are agreeing to comply with our Zero Tolerance Policy, which can be found online at [cvsfarmvets.co.uk](http://cvsfarmvets.co.uk) or which you can request from the Practice. We reserve the right to refuse to supply Services to you if you fail to comply with our Zero Tolerance Policy.

**5. CONSUMER RIGHT TO CANCEL** If you have entered into the contract with us at a location other than the Practice and you are a consumer customer, you have the right to cancel the contract within 14 days of the day you were issued these terms (Cooling-Off Period) without giving any reason.

However, you do not have the right to cancel if you requested that we start providing the Services during the cancellation period and the Services are fully performed (i.e. the treatment has been provided to your animal) during this period. This is further explained in clauses 5.4, 5.5 and 5.6 below.

To exercise the right to cancel, you must inform us of your decision to cancel this contract within the Cooling-Off Period by a clear statement (e.g. by telephoning or sending a letter or email to the Practice).

We will not start providing the Services during the Cooling-Off Period unless you ask us to. If your appointment falls within the Cooling-Off Period, by allowing us to commence the supply of Services in respect of your animal, you will have been deemed to have expressly asked us to commence the provision of the Services within the Cooling-Off Period.

This means that if you requested for us to start providing the Services during the Cooling Off Period and the Services are fully performed (i.e. the treatment is completed) during the Cooling-Off Period, you lose your right to cancel and will be required to pay the full price under this contract.

Exercising your right of cancellation during the Cooling-Off Period will not affect the rights you have if we were defective in our supply of the Services.

**6. EFFECTS OF CANCELLATION** If you cancel this contract, we will reimburse to you all payments received from you (if any) unless you requested for us to start providing the Services during the Cooling-Off Period, in which case you must pay us:

for the Services we provided up to the time you told us that you want to cancel this contract, which will be an amount in proportion to the Services performed up to that point in comparison with the full price under this contract; or



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the full price under this contract, if you lost your right to cancel this contract because the Services were fully performed (i.e. the treatment was completed) during the cancellation period.

We will make any applicable reimbursement: without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract; and using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

**7. HOW WE WILL PROVIDE THE SERVICES TO YOU** We will carry out the Services: using suitably qualified and trained staff with reasonable care and skill taking into account the nature of the care and/or treatment needed in the circumstances (and you understand that in some cases, we will use staff who are undertaking learning and development activities, but these individuals will always be suitably supervised);

in accordance with the requirements of the Royal College of Veterinary Surgeons (RCVS) Code of Professional Conduct; and the time and location agreed when you booked your appointment.

You agree that we have the legal right to provide your animal without your consent, where your consent cannot be easily obtained, emergency treatment which is essential for its welfare (and this includes euthanasia).

Other than with your written consent, we can only take instructions about the treatment of your animal from you

**8. EVENTS BEYOND OUR REASONABLE CONTROL** If our supply of the Services is delayed by an event outside our control, such as:

you change the Services requested and this means we have to do extra work or wait for extra veterinary medicines, resources, materials and/or consumables used to provide relevant Services;

veterinary medicines, resources, materials and/or consumables are not delivered at the time agreed with the supplier of the veterinary medicines, resources, materials and/or consumables required to provide the agreed Services (and we cannot obtain a replacement within a reasonable time or the price charged by a supplier is much higher than the original charge);

we cannot access the premises where your animal is at the times we agreed with you;

adverse weather conditions;

and staff absences,

we will contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you can contact the Practice to end the contract and receive a refund for any services you have paid for in advance, but not received, less reasonable costs we have already incurred.

**9. OUR RIGHTS TO END THE CONTRACT** We may end your contract immediately at any time for any of the following reasons:

if the information that you provided to us on registration of your animal with the Practice is inaccurate, incomplete or misleading;

if you break any of the terms contained within these terms and conditions;

if you do not comply with our Zero Tolerance Policy;

if you do not make any payment to us when it is due and you fail to make payment within 30 days of us reminding you that payment is due;

if you onward sell POM-Vs which have been dispensed to you;

or if you do not provide us with information that is necessary for us to provide the Services within a reasonable time of us asking for it.



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We may end the contract at any time for any other reason. We will write to you to let you know at least 14 days before the contract end, and we shall refund any fees you have paid in advance for Services which will not be provided. It is within our discretion to withdraw our Services at any time.

We may write to you to let you know that we are going to stop providing all or any part of our Services. We will let you know as soon as reasonably possible and will refund any fees you have paid in advance for Services which will not be provided.

**10. CHARGES** As far as is reasonably possible, we will provide you with an estimate of charges (where requested) before providing the Services.

Note that the charges estimated are not fixed and are based on our understanding of the condition of your animal(s) at the time of providing the estimate. If, once we start providing the Services, we are of the view that our original estimate will be exceeded, we will do our best (taking the particular circumstances into account) to agree a revised estimate before continuing to provide the Services.

However, there may be circumstances where, acting in the best interest of your animal, we provide the Services without first agreeing an estimate of charges (for example in an emergency). In these situations you will still be required to pay for the Services, but, we will ensure that the charges are reasonable.

We will only pursue a course of treatment where we consider it to be in the best interests of your animal. You may need to purchase certain products from us (for example medicines) that your animal needs in response to treatment and/or care provided. In some cases, you will be able to purchase these directly from the attending Practitioner (in which case the products will be included on the invoice for the Services provided).

In other cases you will be required to collect and pay for these products separately (e.g., medicines dispensed from a practice)

Separate charges will also apply for the costs of posting or delivering clinical samples relating to your animal for analysis and sending out orders for veterinary medicines and/or other goods if requested. These are usually sent by recorded or special delivery post or delivered by courier.

**11. PAYMENT OF FEES:** Following the completion of the Services, you will be invoiced the fees.

You will be required to pay the invoice within 30 days of receiving the invoice, unless otherwise stated by the practice in question, this includes all products and services.

You can pay by: attending or phoning the Practice and paying by credit or debit card; or by making an electronic payment to the bank account as set out on the invoice.

We accept payment by most major credit or debit cards (excluding American Express).

If your payment is not received by us in accordance with the above, we may charge interest on any balance outstanding at the rate of 4% a year above the Bank of England's base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment.

You will be required to pay us the interest together with any overdue amount.

All prices are in pounds sterling (£) (GBP) and include VAT at the applicable rate



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Please note that, in the majority of cases, we will seek payment following the supply of the Services. However, we reserve the right to request monies on account and to not commence the supply of the Services until we have that money on account.

### 12. YOUR LEGAL RIGHTS AS A CONSUMER CUSTOMER

If you think there is something wrong with the Services provided, you must let us know by contacting the Practice.

We honour our legal duty to provide services that are as described and that meet all the requirements imposed by law.

**13. END OF THE CONTRACT** If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

**14. DISPUTES** Our complaints procedure.

We pride ourselves on offering a quality service, and take client complaints seriously. Should the services we supply you fail to meet your expectations, please let us know at the time, where possible.

Alternatively, should you wish to raise a formal complaint, we ask that you contact the Practice in person, or by telephone as soon as possible.

If you prefer to write to us, please send your correspondence to our Practice Manager and include the following information:

- Your Name
- Your Contact details
- Name of your animal/ group or flock
- The date of the visit your concerns relate to
- A brief description of your concerns
- What we can do to best resolve this for you

We will acknowledge your correspondence and aim to address your concerns within 5 working days. In some cases, we may need to carry out further investigation and will endeavour to respond to you as soon as possible. Where possible, we will respond to your concern or provide an explanation for the delay within 20 working days of receiving your complaint.

If you are not satisfied with the outcome of this process, you may raise your concerns by emailing [clientfeedback@cvsvets.com](mailto:clientfeedback@cvsvets.com), ensuring that you include the information listed above, together with the reason you are not happy with the response from us.

**Resolving disputes without going to court.** Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. You can submit a complaint to the Royal College of Veterinary Surgeons at: <https://www.rcvs.org.uk/home/>. If you are not satisfied with the outcome, you can still go to court.

**You can go to court.** If you are a consumer client, these terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

If you are a business client, these terms (and any non-contractual obligations arising out of or in connection with them) are governed by the law of England and Wales and the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with them (including without limitation in relation to any non-contractual obligations)



## Terms & Conditions from CVS Farm Vets (cont...)

We may make changes to these terms. We recommend that you check them each time that you engage our Services to make sure that you are aware and understand the terms that apply at that time.

**15. DATA PROTECTION** When you register your animal with our Practice or request that we provide Services, we will collect personal data about you and, where relevant, your employees and/or agents. We will only collect data that we need to perform the Services, take payment or contact you such as names, contact details and possibly some financial details.

Please note that we may pass your details to debt collection agencies or our legal advisers for the purpose of recovering unpaid fees if you do not pay invoices when they fall due. For further information about your rights as a data subject, plus information about the categories of data we process, data transfers, the legal basis for our processing, and the purposes of processing, please refer to the Practice's Privacy Notice.

If you have any questions regarding data protection or how we process your personal data, then please contact our Data Protection team on [dataprotection@cvsvets.com](mailto:dataprotection@cvsvets.com).