

Terms & Conditions of Business

Thank you for entrusting the care and attention of your pet to Broadway Veterinary Group. We aim to provide the highest standards of veterinary care. These are the terms on which we, Broadway Veterinary Group, supply veterinary services and related products to you.

These Terms and Conditions shall apply to all supplies of Veterinary Services and Products by us to you to the exclusion of all other terms and conditions. Please note that some aspects of these Terms may not be relevant to you, and we suggest you ask for further clarification from us if required.

The terms of this agreement are governed by English Law, and as such, any dispute arising between the two parties of this agreement will be subject to the laws of England and Wales, and both parties submit themselves to the jurisdiction of the Courts of England and Wales.

Please be aware that by requesting veterinary services you are agreeing to abide by these terms.

1. Supply of Veterinary Services

1.1 We shall ensure that all Veterinary Services are supplied by suitably qualified staff, taking into account the nature of the Veterinary Service to be supplied in each instance.

1.2 Wherever practicable and on your request, a treatment plan for the supply of Veterinary Services will normally be agreed with you following an initial consultation and in advance of any further treatment. This treatment plan will provide an estimate regarding the likely costs of the course of treatment in such plan. In an emergency, we reserve the right to provide such Veterinary Services as are reasonably necessary, in the professional judgement of the Veterinary Surgeon providing the Veterinary Services, without first agreeing a treatment plan.

1.3 Please note that any estimate given can only be an approximation of the costs of any treatment required. If our original estimate looks as if it will be exceeded, then the Veterinary Surgeon or Nurse responsible for providing the Veterinary Services will discuss any increased fees with you before any further procedures are undertaken (except in the event of

an emergency and at the professional discretion of the relevant Veterinary Surgeon acting in the best interest of your pet).

1.4 We will endeavour to provide veterinary services in accordance with reasonable standards denoted by the RCVS guidelines for practice standards and the professional conduct of veterinary surgeons and veterinary nurses. All Veterinary Services shall be supplied in accordance with normal professional standards.

1.5 Veterinary Services shall be supplied during our normal business hours (these may change from time to time, the current opening hours can be found on our website at www.broadwayvetgroup.co.uk

At our discretion, we may:

arrange for Veterinary Services to be supplied at various locations and at other times. Out of hours provision is provided by Vets Now Herne Bay, Unit 1 The Links, Herne CT6 7FE. This service will carry an extra charge and any monies due for Services or Products provided by this external provider are payable to the third-party provider (pertaining to their distinct Terms & Conditions).

1.6 We reserve the right to decline to supply Veterinary Services at our discretion. You are able (at your own cost and subject to the payment obligations in these terms and conditions) to seek a second opinion on or concerning any Veterinary Services provided.

2. Supply of Products

2.1 In the event of any defect or failure (except those caused by human error) in any product, our liability to you shall be restricted to replacing the product or refunding the price that you paid for the product.

2.2 You acknowledge and agree that all products must only be used in accordance with the instructions supplied with them or given verbally by the Veterinary Surgeon (or another member of our staff) providing the Veterinary Services. If you have any questions or concerns regarding the use of any product, you should consult a member of our staff for clarification.

2.3 Any products supplied by us shall be of satisfactory quality, fit for purpose and shall comply with any description given. All other warranties, expressed or implied, are hereby excluded.

3. REPEAT PRESCRIPTIONS

3.1 When you request a repeat prescription for your pet, we can only supply the medication if both of the following conditions are met:

3.1.1 The Veterinary Surgeon caring for your pet has authorised the repeat prescription.

3.1.2 Your pet has been seen by one of our Veterinary Surgeons within the last **3 months**.

3.2 There will be a charge for such repeat prescriptions to cover the time, responsibility and professional insurance costs involved.

4. Payment

4.1 All Veterinary Services and Products provided by us shall be charged to you in accordance with the current price list, a copy of which is available on request, and which is subject to change without notice. If you have any questions regarding the costs that will be incurred, you should consult the Veterinary Surgeon in charge of your pet's treatment or another member of staff for clarification.

4.2 Our normal practice is for payment to be made in full by you at the time the Veterinary Services or the Products are supplied, either at the end of the consultation, the discharge of your pet or upon collection of the Products. All invoices must be settled in full on receipt of the invoice. On very rare occasions we may allow treatment without immediate payment. **However, in this situation we would expect payment to be made within 30 days of date of invoice and adequate identification to be provided.**

4.3 You may settle your account using any of the following methods: Cash, credit/debit Card (Switch, Solo, MasterCard, Visa, Delta). We may also accept payment via BACS transfer.

Please discuss this with a member of staff who will provide you with the account details should this payment method be acceptable.

4.4 We accept direct insurance claims at the discretion of our Practice Manager. A direct insurance claim is one where you do not pay us; rather we claim the money directly from the insurance company. We may charge a direct insurance claim administration fee. In the event that all or any part of the insurance claim is not paid by your insurance company for any reason, you will be liable for the outstanding balance. We may, at our absolute discretion, agree that you may delay payment of an invoice pending recovery of the sum from your insurer for such reasonable period as we agree in writing. You remain liable in full for all invoices and all sums shall become due and payable in full by you at the end of this extended payment period, irrespective of whether your insurer has made payment to you. Should you require help with an insurance claim a £20 admin fee will be incurred.

4.5 We may refer overdue accounts to our debt collection agency.

4.6 In the event that any invoice or other sum owed by you is not paid when due then, without prejudice to any other remedies available to us, we may at any time:

4.6.1 Add additional charge(s) to your outstanding account in order to recover fees and costs in connection with the collection of the sum owed (including but not limited to administrative costs and debt collection agency fees); and

4.6.2 Issue notice to you that no further Veterinary Services and/or Products will be supplied to you.

4.7. All prices quoted are quoted inclusive of VAT at the current rate.

4.8 If you are unable to pay for the Veterinary Services, we are only obliged to fulfil our minimum legal responsibilities and professional obligations in respect of your pet.

5. Liability

5.1 We carry professional indemnity insurance

5.1.1 £ 200 000 for criminal or disciplinary action;

5.1.2 £ 5 000 000 per claim for human injury;

5.1.3 £ 250 000 domestic pet.

5.2 We supply Veterinary Services and Products to you on the condition that our liability for any loss, claim, cost or expense arising out said supply, shall not exceed and shall be limited to a maximum of the Insured Sum. If you wish us to assume a level of liability greater than the Insured Sum, then we shall only agree if all three of the following conditions are met:

5.2.1 Your request is in writing.

5.2.2 We can obtain insurance cover for said higher level of liability.

5.2.3 You pay, in advance, to us the additional premium incurred by us in respect of the additional cover.

5.3 Nothing in these terms and conditions shall:

5.3.1 exclude or limit our liability for death or personal injury caused to a human being.

5.3.2 render us liable for any indirect or consequential loss (including, but not restricted to, loss of profit or loss of savings) which liability shall be excluded to the maximum extent permitted by law.

6. Complaints

6.1 It is our intention that all our clients should be satisfied with the Veterinary Services and any products supplied. If you are dissatisfied with any aspect of the Veterinary Services or

products supplied by us, you should raise a verbal complaint (in practice or via telephone) with a member of staff in the first instance. The complaint will be reported to the Reception Team Leader.

6.2 If you remain dissatisfied, then please refer to our complaints policy; further details are available on our website.

6.3 In the case of a complaint, we may share your information with our insurers or our indemnity providers or other professional advisors, if we believe that this will enable us to resolve your complaint more effectively.

7. Pet Insurance

7.1 We may advocate pet insurance, but any contract of insurance is between you and your insurer. Please ensure that you refer to the terms and conditions of your insurance policy.

8. Data Protection

8.1 Broadway Veterinary Group is a “data controller”. This means that we are responsible for deciding how we hold and use personal information about you. We will use the personal information you provide to us to:

8.1.1 Provide the Veterinary Services and Products.

8.1.2 Process your payments for the Veterinary Services and Products.

8.1.3 Inform you about the products and services that we or selected third parties provide, but you may stop receiving these at any time by contacting us.

8.2 In order to provide the services above, we use selected third parties to process your data. We will not share your information with other companies, individuals or organisations unless:

8.2.1 It is part of the diagnosis or treatment of your pet.

8.2.2 It is part of a service that you've asked us to provide, such as a health plan, financing or submitting insurance claims.

8.2.3 You have given us permission to do so.

8.2.4 We have an identified legitimate interest to do so.

8.2.5 We are legally required to do so.

8.3 In some very specific situations, we may transfer some of your data abroad. If we do transfer any of your data outside of the European Union we will make sure that it is kept secure.

8.4 We are committed to protecting the privacy and security of your personal information and we are required under data protection legislation to notify you of the information contained within our Privacy Policy. This privacy notice describes how we collect and use personal information about you during and after your working relationship with us, in accordance with the General Data Protection Regulation (GDPR). This policy is available at the Practice and on our website.

8.5 You can ask to access, modify or delete your data held by us and you can also ask us any question regarding the data that we store about you.

9. Ownership of Records

9.1 The care given to your pet may involve specific investigations such as taking radiographs or performing ultrasound or MRI scans. Even though we make a charge for carrying out these investigations and interpreting the results, ownership of the resulting record, such as a radiograph or scan image, remains the property of Broadway Veterinary Group and shall be retained by us. Copies, along with a summary of the history of any patient, can be passed to

another Veterinary Surgeon taking over a case, upon written request to us and settlement in full of all sums due to us in respect of such patient's treatment by us.

10. Miscellaneous

10.1 No alteration may be made to these terms and conditions without the express written consent of the Practice Director. We may update or amend these terms and conditions at any time by placing a notice to that effect in our premises.

10.2 These terms and conditions shall be governed by English Law and we and you submit to the exclusive jurisdiction of the English courts, without prejudice to our right to seek recovery of any sum due by you before any complaint court.

10.3 Our trading details:

10.3.1 Our business trades as Broadway Animal Clinic Ltd t/a Broadway Veterinary Group

10.3.2 Our registered address is Unit 1 The Links, Herne, Kent CT6 7FE

10.3.3 Our registered VAT number is GB799996411

If you have any questions, please contact us by emailing reception@brodwayvetgroup.co.uk