

# Terms of business for Hospitals

Thank you for entrusting the care and attention of your pet to Vets Now. We recognise that visiting an emergency/specialist veterinary hospital may be traumatic for you as a pet owner and we aim to minimise any stress that may ensue at what can be a difficult time.

Vets Now is dedicated to providing out of hours, emergency referral, and elective referral treatment to all clients requiring our services. We are committed to following the Royal College of Veterinary Surgeons guidance and our own ethical policies and will not refuse first aid and pain relief treatment for your pet in the event of a genuine emergency.

In order for Vets Now to provide our clients with out of hours, emergency referral, and elective referral treatment services we need to enter into a contract for services with you. This contract is necessary in order for us to provide our veterinary services to your pet and details, among other things, our services and responsibilities to you, and your obligations to us.

**For simplicity and clarity we have some defined terms in this contract. The relevant definitions are set out in Clause 18.**

## 1. Our Contract with You

- 1.1. These are the Terms on which We supply the Services to You.
- 1.2. The Cover Page constitutes an offer by Us to supply You with veterinary services in accordance with these Terms.
- 1.3. Please ensure that You read these Terms carefully before accepting the Services.
- 1.4. When You arrive at Our Premises this does not mean that We have accepted to supply You with the Services. If We are unable to supply You with the Services, We will inform You of this verbally or in writing and We will not accept payment. We will though use Our reasonable endeavours to suggest alternative Service providers to You.
- 1.5. When accepting the Services from Us we shall provide You with:
  - 1.5.1. general information about the Services that Your Pet will receive from Us;
  - 1.5.2. a Fee Estimate for the Services; and
  - 1.5.3. details about who You can contact to discuss the Services with Us.
- 1.6. We will confirm the Services and the Fee Estimate with You.
- 1.7. When You pay to Us:
  - 1.7.1. the Fee Estimate; or
  - 1.7.2. a deposit in respect of the Fee Estimate, then You will be deemed to have accepted these Terms and the contract between You and Us shall come into existence.
- 1.8. If, due to urgency or an emergency We undertake to provide the Services prior to payment of the Fee Estimate, then You will be deemed to have accepted these Terms and the contract between You and Us shall come into existence.

## 2. Fee Estimate

- 2.1. Upon arrival at Our Premises and examination of Your Pet by a Vet, We shall determine the type of Services that your Pet shall receive.
- 2.2. We may inform You of the Fee Estimate over the phone prior to traveling to our Premises or upon your arrival and examination of Your Pet at our Premises.
- 2.3. We will make reasonable efforts to provide You with a verbal or written Fee Estimate prior to undertaking the Services.
- 2.4. You accept and acknowledge that due to the nature of veterinary services and that We are providing Services to an animal whose condition or illness may not follow a conventional course, the Fee Estimate can be approximate only and You accept and acknowledge that You shall continue to be liable for all fees due to Us notwithstanding the Fee Estimate being less or greater than the final fee. In line with the RCVS Professional Code

of Conduct, We shall provide You with comprehensive written information about the nature, scope, and provision of Our veterinary services and Our fee and charging structure. We will endeavour to keep you up to date, so far as is reasonably practical, as to any change in the Fee Estimate and explain our procedures for second opinions and referrals to You.

- 2.5. Our Fee Estimate may vary depending on whether We supply You with Out of Hours, Emergency Referral, or Elective Referral services. If, upon arrival at our Premises, a Vet determines that the initial course of treatment for Your Pet may be inadequate and require escalation to an Emergency Referral then You accept and acknowledge that We may revise the Fee Estimate. We shall endeavour to notify You verbally and/or in writing in the event that the Services require escalation and You shall continue to be liable to Us for all fees due and payable or to become payable at all times.

- 2.6. All fees, including any fees for drugs, medication, or any other items are subject to VAT at the prevailing rate.

## 3. Deposit and Settlement Terms

### PLEASE READ THIS SECTION CAREFULLY

- 3.1. **If the Vet determines that You shall receive Out of Hours service then the deposit and settlement terms in Clause 4 shall apply.**
- 3.2. **If the Vet determines that You shall receive Elective Referral service then the deposit and settlement terms in Clause 5 shall apply.**
- 3.3. **If the Vet determines that You shall receive Emergency Referral service then the deposit and settlement terms in Clause 6 shall apply.**
- 3.4. In certain cases, for example due to unforeseen complications when treating Your Pet or where Your Pet is likely to remain longer at Our Premises for ongoing treatment, monitoring, and/or care, We may incur additional fees over and above Our Fee Estimate to You. Such unforeseen complications may arise regardless of whether you are receiving Out of Hours, Elective Referral, and/or Emergency Referral services from Us. In such circumstances We will endeavour to notify You as soon as reasonably practical of the increase in the Fee Estimate but You accept and acknowledge that We may, at our sole discretion, charge You the additional fees incurred by Us during Your Pet's course of treatment and that any such charges and payment obligations shall be in addition to the deposit and settlement terms detailed in Clauses 4, 5, and 6 (as the case may be).

## 4. Out of Hours Deposit and Settlement Terms

- 4.1. We may inform You of the Fee Estimate over the telephone prior to You arriving at Our Premises. However, in certain circumstances, We may only be able to inform You of the Fee Estimate once You have arrived at Our Premises.
- 4.2. Immediately upon commencement of this contract, We will charge You a deposit of £150 or 50% of the Fee Estimate, whichever amount is greater ("**Deposit**"). The Deposit shall be immediately due and payable on-demand by You to Us.
- 4.3. The balance of the Fee Estimate shall become immediately due and payable on-demand on the earlier of:
  - 4.3.1. the discharge of Your Pet; or
  - 4.3.2. when You collect any prescribed or issued drugs or medications for Your Pet.
- 4.4. If You fail to pay Us all or any part of the Fee Estimate at the time of discharge of Your Pet or when You collect any prescribed or issued drugs or medications for Your Pet then We reserve the right to refer the collection of any or all of Your outstanding fee to a debt collection agency.
- 4.5. In the event of an emergency it is in the best interests of Your Pet to be seen and treated at Our Premises where

suitable facilities, staff, and drugs are available. It is not always possible for Us to carry out elective house visits, however, if requested, a telephone triage with a Vet will be required to ascertain whether there are possible alternatives for Your Pet or if, indeed, a house visit is required.

- 4.6. You accept and acknowledge that You may incur additional fees if We are required to provide You with a house visit.

## 5. Elective Referral Deposit and Settlement Terms

- 5.1. Subject to Clause 5.2 below, We will discuss the Fee Estimate with You during Our consultation with You. If, after the consultation, You agree to receive veterinary services from Us then the full Fee Estimate shall become due and payable on demand immediately and You agree to pay Us the full Fee Estimate upon arrival at Our Premises.
- 5.2. If You have insurance cover for Your Pet then you must provide Us with a copy of your current insurance policy and, provided that We are satisfied with Your level of insurance cover, a direct insurance claim may be made in accordance with Clause 8.

## 6. Emergency Referral Deposit and Settlement Terms

- 6.1. Immediately upon commencement of this contract with Us, You agree to pay Us a deposit equal to 50% of the Fee Estimate or £1,000, whichever is lower ("**Prepayment**").
- 6.2. Following Prepayment, We will notify You within twenty-four (24) hours of commencing treatment on Your Pet and provide You with an estimate of the balance of Our fee ("**Balance**"). Upon notification of the Balance payable by You to Us, 50% of the Balance shall be immediately due and payable on-demand by You to Us. The remaining Balance shall become due and payable by You to Us no later than five (5) Business Days from the date that we notify you of the Balance.

## 7. Inability to Pay

- 7.1. If for any reason You are unable to settle Your fees with Us then We ask that You discuss this matter with a member of Our clinical staff immediately and before treatment commences.
- 7.2. In the case of emergency, We will always provide first aid and pain relief treatment irrespective of Your ability to pay Our fees.
- 7.3. Where We provide You with emergency veterinary services to alleviate the suffering of Your Pet, You accept and acknowledge that this shall not be deemed a waiver of Your obligation to pay Us the fees for the Services.
- 7.4. Instalment or part payment to account of the Fee Estimate shall be at Our sole discretion and any such instalment or part payment shall be subject to Our written consent.
- 7.5. Nothing in this Clause 7 shall be deemed a waiver of Your obligation to pay Us the Fee Estimate for the Services and We reserve the right to pass Your information to a debt collection agency of Our choosing.

## 8. Direct Insurance Claims

- 8.1. All fees must be paid in full at the time of collection of Your Pet.
- 8.2. After We have contacted Your insurance company to establish the existence and scope of a valid insurance policy, and having established that You have a valid insurance policy, We will generally allow You to collect Your Pet subject to the following undertakings:
  - 8.2.1. You will pay any excess on Your policy at the time of collection of Your Pet together with an administration fee;
  - 8.2.2. You will produce a signed insurance claim form at the time of collection of Your Pet, such form shall indicate that payment of Your fees shall be made to Us together with an acknowledgement that

there are no outstanding and/or unpaid balances in respect of Your insurance policy; and

- 8.2.3. You will pay all outstanding fees to Us in full immediately if Your insurance company declines to accept all or any part of Your claim, or if the insurance company fails to settle all or any part of the Fee Estimate due to Us within 45 days of submission of Your claim.
- 8.3. We will only process direct insurance claims if, at our sole discretion, We are satisfied that You have produced a valid insurance policy (including any exclusions), formal photographic identification, and a copy of Your recent utility bill showing a matching address to the insurance policy and that is no less than three (3) months old.
- 8.4. If You do not produce a validly signed and completed insurance claim form then We may, at our sole discretion and upon Your request, complete an insurance claim form for You provided that You undertake to pay Us an administrative fee prior to Us completing said form. We also reserve the right to charge You a further administration fee should We be required to make additional or follow-up claims.
- 8.5. Where any direct insurance claim is approved by Your insurance company then treatment must commence within three (3) months of the date of such approval.
- 8.6. Notwithstanding the foregoing in this Clause 8 We reserve the right, at our sole discretion, to withhold the collection of Your Pet.

## 9. Instructions from Third Parties

- 9.1. In certain circumstances We understand that emergency treatment may be sought by someone who is acting as Your agent, for example, kennels or Your neighbour. We will assume that, unless advised to the contrary in writing by You, that any third party that brings Your Pet to receive Services from Us has authority to act on Your behalf.
- 9.2. Notwithstanding the above, We cannot accept instructions from anyone under the age of eighteen (18).
- 9.3. You accept that, as veterinary surgeons, We have certain professional duties, and We reserve the right to make final decisions on any treatment.

## 10. Ownership of Records

- 10.1. As part of the Services that We provide You, it may be necessary for Us to make certain investigations into your Pet including, but not limited to, taking radiographs or performing ultrasound scans.
- 10.2. Even though We may charge you fees for carrying out certain investigations and interpreting the results of these investigations, ownership of the resulting records, for example, radiographs, shall at all times remain Our sole and exclusive property.
- 10.3. We may provide copies of Our investigations to your veterinary surgeon for his or her records.

## 11. Belongings

We do not accept responsibility for any belongings that You may leave at Our Premises and We advise that You refrain from leaving any belongings with Us.

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## 12. Data Protection

### PLEASE READ THIS SECTION CAREFULLY

- 12.1. When You enter into this contract with Us, You declare that You have read and understood the provisions of this Clause 12 and You hereby consent to Us processing your personal data in accordance with the Terms of this contract.
- 12.2. For the purposes of the Data Protection Act 1998, including any legislation that may amend or supersede the Data Protection Act 1998, We shall only process Your personal data to the extent, and in such a manner, as is necessary for Us to provide the Services to You. We shall not process Your personal data for any other purpose unless You explicitly opt-in to receive further information about Our products or services.
- 12.3. We may use your personal data to:
- 12.3.1. carry out Our obligations arising from the Terms of this contract;
- 12.3.2. process Your payment for such Services;
- 12.3.3. contact You in respect of any treatment that Your Pet is receiving from Us;
- 12.3.4. contact You in order to follow-up on the outcome of any treatment that Your Pet has or is receiving from Us; and
- 12.3.5. pass information about You and the Services that We have provided You to Our third-party debt recovery agents, Controlaccount plc and DWF LLP, in the event that You are unable to pay the fees due to Us for the Services.
- 12.4. You may also opt-in to allow Us to provide You with information, products and services that You request from Us or that We believe may be of interest to You. You may withdraw Your consent to have Your personal data used in this manner at any time.
- 12.5. We may record and retain telephone calls and emails from You to Us and from Us to You. We may also retain physical and digital files about You and Your Pet. You accept, acknowledge, and consent to Us collecting and retaining this information for the purposes set out in Clause 12.3. Without prejudice to Your rights under data protection legislation, We reserve the right to retain, backup, review, restore, delete, destroy, or erase any personal data that We hold about You in accordance with Our data protection policies.
- 12.6. Information that We receive from other sources, for example, Your veterinary surgeon, may be combined with information You give to Us and information We collect about You. We may use this information and the combined information for the purposes set out above (depending on the type of information We receive).
- 12.7. We may share Your personal data with any member of Our group, which means Our subsidiaries, Our ultimate holding company and its subsidiaries, as defined in Section 1159 of the Companies Act 2006.
- 12.8. We may share Your personal data with selected third parties including:
- 12.8.1. business partners, suppliers and sub-contractors for the performance of any contract We enter into with them or You; and
- 12.8.2. legal representatives and/or debt collection agencies where you have breached a condition of these Terms.
- 12.9. We may disclose Your personal data to third parties:
- 12.9.1. in the event that We sell or buy any business or assets, in which case We may disclose Your personal data to the prospective seller or buyer of such business or assets;
- 12.9.2. if We or substantially all of Our assets are acquired by a third party, in which case personal data held by Us about You will be one of the transferred assets; and
- 12.9.3. if We are under a duty to disclose or share

Your personal data in order to comply with any legal obligation, or in order to enforce Our contact with you; or to protect Our rights, property, or safety, Our customers, Our employees, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection, credit risk reduction, and debt collection.

- 12.10. The personal data that We collect from You will be stored within the United Kingdom and the European Economic Area. We will not process your personal data outside of the European Economic Area.
- 12.11. You have the right to access personal data held by Us about You. Any subject access request must be made to:

**Data Protection Officer**  
Vets Now Emergency Limited  
Penguin House  
Castle Riggs  
Dunfermline, Fife  
KY11 8SG  
(dataprotection@vets-now.com)

- 12.12. We are obliged to ensure that We do not disclose any personal data in the course of a subject access request to anyone who is not entitled to receive such information as this would be a breach of data protection legislation. Accordingly, We may ask that You provide such identification ("ID") as may be required by Us to confirm Your identity, including but not limited to, current and valid passport and/or driver's licence, and a utility bill (no more than 3 months old) with Your current address. If there is any discrepancy between Your ID and the personal data that we have on file, then We may ask, at our sole discretion, for further verification, for example, by having You visit Our offices or obtaining a solicitor or notary public confirmation of Your ID.

### 13. Our Liability to You

- 13.1. If We materially fail to comply with these Terms then We will be responsible to You for any material loss or damage You suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Material loss or damage is foreseeable if it is an obvious consequence of Our breach or if it was contemplated by You and Us at the time the contract came into existence.
- 13.2. Notwithstanding anything to the contrary, Our total liability to You under this contract shall not exceed the sum total of fees payable by You to Us as stated in the most recent Fee Estimate.
- 13.3. We only supply the Services for domestic and private use. You agree not to use the Services for any commercial or business purpose, and We have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 13.4. We do not exclude or limit in any way Our liability for:
- 13.4.1. death or personal injury (excluding Pets) caused by Our negligence or the negligence of Our employees, agents or subcontractors;
- 13.4.2. fraud or fraudulent misrepresentation;
- 13.4.3. breaches of the terms implied by the Supply of Goods and Services Act 1982;
- 13.4.4. breaches of the terms implied by the Consumer Protection Act 1987; and
- 13.4.5. breaches of the terms implied by the Consumer Rights Act 2015.

### 14. Events Outside Our Control

- 14.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.
- 14.2. An **Event Outside Our Control** means any act or event beyond Our reasonable control, including without limitation adverse weather conditions, strikes, lock-outs or other industrial action by Our representative/contractors and/or third parties, civil commotion, riot,

invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, act of God, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

- 14.3. If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:
- 14.3.1. We will contact You as soon as reasonably possible to notify You; and
- 14.3.2. Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our performance of Services to You, We will reschedule the Services as soon as reasonably possible after the Event Outside Our Control is over, or offer alternative Services where possible.

### 15. Complaints

- 15.1. We hope that You never have cause to complain about the standards of service received from Us. However, if You do wish to raise a concern please raise this informally in the first instance with Our clinical staff at the Premises you attended.
- 15.2. If You wish to make a formal complaint please contact Our client care team by telephone on +44 01383 620 064 or via e-mail at clientcare@vets-now.com.
- 15.3. You can also request a copy of Our "Raising a Concern - Client Information" leaflet from any member of Our clinical staff which details Our complaints process.
- 15.4. If You file a formal complaint then We will acknowledge receipt of Your formal complaint within three (3) Business Days.
- 15.5. We aim to respond to formal complaints within twenty (20) Business Days but We may require additional time if Your request is complex or requires additional investigation or requires Us to provide information to Our professional regulator in connection with Your formal complaint.

### 16. Information About Us and How to Contact Us

- 16.1. We are a limited liability company registered in Scotland. Our company registration number is SC218632 and Our registered office is at c/o Pinsent Masons LLP, 13 Queens Road, Aberdeen, AB15 4YL. Our VAT registration number is: 115 1416 58
- 16.2. If You have any questions, You can contact Us by telephoning Our client care team on +44 01383 620 064 or via e-mail at clientcare@vets-now.com.
- 16.3. If You wish to contact Us in writing, or if any clause in these Terms requires You to give Us notice in writing, You can send this to Us by e-mail, by hand, or by post using the details contained in Clause 16.1. We will confirm receipt of this by contacting You in writing. If We have to contact You or give You notice in writing, We will do so by e-mail, by hand, or by post to the address You provide to Us.
- 16.4. Further information about Us can be found on Our website (www.vets-now.com).

### 17. Other Important Terms

- 17.1. We may transfer Our rights and obligations under these Terms to another organisation and We will always notify You in writing if this happens, but this will not affect Your rights or Our obligations under these Terms.
- 17.2. This contract is between You and Us. No other person shall have any rights to enforce any of its terms.
- 17.3. Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- 17.4. If We fail to insist that You perform any of Your obligations under these Terms, or if We do not enforce Our rights against You, or if We delay in doing so, that will not mean that We have waived Our rights against You and

will not mean that You do not have to comply with those obligations. If We do waive a default by You, We will only do so in writing, and that will not mean that We will automatically waive any later default by You.

- 17.5. We may vary these Terms from time to time. Any amendment or variation to these Terms shall not be valid unless We and You agree to be bound by any such amendment or variation in writing.

- 17.6. These terms are governed by Scots law. You and We both agree to submit to the non-exclusive jurisdiction of the Scottish courts.

### 18. Definitions

- 18.1. When the following words in capital letters are used in these Terms (as defined below), this is what they will mean:

**Business Day:** means any day which is not a Saturday, Sunday, or a local public holiday in Scotland or England and Wales (depending on where you are resident);

**Cover Page:** means the page containing Your name, contact details, and signature;

**Elective Referral:** means a pre-arranged non-emergency daytime referral by Your veterinary practice to Us;

**Emergency Referral** means:

- (a) a critical referral by Your veterinary practice to Us after We have spoken to Your veterinary practice, obtained a first opinion, and Your veterinary practice has agreed that We should provide You with critical treatment; and/or
- (b) if You arrive at our Premises without a critical referral and are not registered with a veterinary practice, a critical referral as determined by a Vet.

**Events Outside Our Control:** has the meaning given to it in Clause 14.2;

**Fee Estimate:** means Our estimated fee for providing You with Services;

**Out of Hours:** means the provision of emergency veterinary services by Us to You, as determined by a Vet but excluding an Emergency Referral;

**Pet:** means Your pet animal but not including either equine or non-companion animal species;

**Premises:** means any of Our clinics, hospitals, or practices;

**Service(s):** means the provision of Out of Hours, Emergency Referral, or Elective Referral veterinary services by Us to You;

**Vet:** means Our veterinary surgeons;

**Terms:** means these terms and conditions, as updated from time to time;

**We/Our/Us:** means Vets Now Emergency Limited, a limited liability company incorporated and registered in Scotland, with company number SC218632, and whose registered office is at c/o Pinsent Masons LLP, 13 Queens Road, Aberdeen, AB15 4YL; and

**You/Your:** means the client whose Pet receives the Services from Us.

- 18.2. When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.