

Rose Valley Vets

Terms and Conditions

Terms and Conditions of Business

This document sets out the terms of business upon which Rose Valley Vets (“we”, “us” “company”, “RVV”), will provide veterinary services. By instructing us to perform services, or by purchasing or ordering goods you are confirming that you agree to these terms of business. If we accept your instruction, purchase, or order, a legally binding contract is made between you and us.

Our commitment to you

We aim to provide you with a first class service. We aim to provide your animal(s) (‘animal’ denotes any species) with the highest standard of veterinary diagnostics, treatment and care.

1. Professional care and related services

All aspects of the veterinary care and/or related services provided to your animal(s) will be supplied by or under the direction of a suitably qualified veterinary surgeon. We will act within the guidelines set by the Royal College of Veterinary Surgeons (RCVS) and act in the best interest of your animal(s). We reserve the right at any time and for any reason to refuse to supply your animal(s) with veterinary care and/or related services and in the event of this we will notify you in accordance with the RCVS guidelines.

2. Consultation

It is your duty to provide us with complete, accurate and up to date information in relation to your animal(s) and keep us up to date with accurate information at all times. If anything changes (with regards to your animal(s)) then we should be informed immediately. It is also your duty to inform us if your animal(s) is in some way unusual, rare, dangerous or has an estimated sale value of greater than £5,000.

3. Registration

Registering with RVV entitles you to use the services provided by RVV in accordance with RVV terms, conditions and procedures in return for payment of the appropriate fee. RVV does not normally charge for an initial registration of a client.

RVV may, at anytime by giving notice in writing, terminate your registration with RVV, in which case you will be required to use the services of another veterinary surgeon. RVV will provide you with 7 days notice of termination of registration.

You will be automatically deemed no longer registered with RVV (and no notice is needed) if any of the following apply:-

- a) You have not used RVV services within the last 18 months
- b) You have received treatment at another veterinary surgery since receiving treatment at RVV (or since registering with RVV if you have never received treatment at RVV), and you were not referred to that surgery as part of RVV referral process.
- c) You are threatening or abusive to a member of RVV staff.

You may cancel your registration with RVV at any time and RVV will provide (with reasonable notice) a copy of your animal(s) clinical records to another veterinary surgeon of your choice. If you wish to re-register with RVV, it is at RVV sole discretion and a discretionary re-registration fee may be charged.

4. Estimates and Fees

All fees and charges quoted are estimates only (valid for a period of 30 days) and we reserve the right to increase our fees in the event of actual time spent or the cost of drugs. To that end, the fee payable will be calculated in accordance with the actual procedures (and related costs such as drugs) which have been done in the provision of veterinary care and/or related services to your animal(s). All prices are subject to VAT at the appropriate rate and shall be added to your account. A detailed breakdown of all fees will be provided upon request at the time your account is due to be paid, on the day of treatment. We reserve the right to charge an administrative fee of £25 to any account not settled at the time of treatment.

5. Payment Methods

Any account may be paid by:-

- Debit or credit card (Switch, Solo, Mastercard, Visa, Delta)
- BACS: for this method please see our bank details on your invoice, or contact our accounts department.
- Cash

- Cheques: made payable to Rose Valley Vets LTD will be accepted at our discretion

6. Consent Forms

Before performing any test or procedure on your animal we will ask you to sign a consent form. In signing this form you are agreeing that the proposed test or procedure has been clearly explained to you along with any potential consequences or possible complications and you are giving permission for the test or procedure to be carried out. The authorising signatory may be that of an authorised agent if the client themselves is not available. All signatories must be over 18 years of age. Signing the consent form also confirms that you agree to pay the associated fees within the timescale laid out under our payment terms.

7. Procedures for second opinions and referrals

Where it is necessary for your animal(s) to have a procedure or see a veterinary surgeon with an area of expertise not offered by RVV, we will arrange a referral to another veterinary surgeon. RVV will liaise directly with the other veterinary surgeon to arrange continuity of care, but it will be your responsibility to arrange transport of your animal(s) to that veterinary surgeon. RVV will act in what it considers the best interests of your animal(s) when arranging referrals. If you wish to seek a second opinion RVV will make available records to another veterinary surgeon of your choice, with reasonable notice.

8. Provision of Out of Hours Care

In the event of your animal(s) needing veterinary attention outside normal working hours please call the normal practice number where you will be directed to the out of hours number.

RVV out of hours can provide your animal with emergency veterinary attention and surgery. However, if your animal requires hospitalisation RVV will arrange for the transport of your animal via the pet ambulance, once stable enough to travel, to Vets Now in Manchester. You are responsible for payment of any charges for out of hours treatment whether at Rose Valley Vets or another provider.

9. Home Visits

RVV recommends where possible to bring your animal(s) to the surgery where we will have access to medicines and equipment we may need. At the discretion of the veterinary surgeon and only where it is considered in your animal's interest, the

veterinary surgeon may choose to visit your animal(s) away from the surgery. A visitation fee is applicable.

10. Prescriptions and medications

If your animal(s) requires repeat medication please email or telephone the request to the practice at least 48 hours before the medication is needed. The veterinary surgeon may prescribe relevant veterinary medicinal products only following a clinical assessment of an animal(s) under his or her care. You will be informed, on request, of the price of any medicine that may be prescribed for your animal(s). The general policy of this practice is to re-assess an animal (s) requiring repeat prescriptions for/supplies of relevant veterinary medicinal products every 1 to 6 months, but this may vary with individual circumstances. Prescription health checks are charged at £15. Written prescriptions are available from the practice. You may obtain relevant veterinary medicinal products from RVV or ask for a written prescription and obtain these medicines from a different pharmacy. A fee is applicable to the issue of each item on a prescription. A prescription may not be appropriate if your animal(s) is an in-patient or immediate treatment is necessary.

We are obliged by law to use veterinary medicines licensed in the UK for use in a given species wherever possible. Dosages of such medicines must be given as per the manufacturer's guidelines. Under certain circumstances the best course of treatment for your animal may require the use of a medicine not licensed for a given species or at a dose rate that differs from that recommended by the manufacturer. As such, we may recommend the use of a medicine 'off licence' and it will be prescribed for your animal in accordance with the cascade. More information on the cascade can be found [here](#). Use of medicines in this way will be on the basis of careful consideration of the risks and benefits involved. You will be asked to sign an 'off licence' consent form to indicate that you understand the nature of the medicine that is prescribed.

11. Time for Payment

Your account is payable after each consultation / the day of treatment or the provision of each stage of the veterinary care and/or related services. RVV reserves the right to request payment (or part payment) upfront in its absolute discretion.

In the event of late payment, we reserve the right to charge interest from the due date up until the time of payment (or judgement) at the rate of 4% per annum (compounded quarterly) above the base rate of the National Westminster Bank Plc.

You agree to indemnify RVV in respect of all of its reasonable professional costs (including solicitor's fees) in relation to the enforcement of an outstanding account.

Payment terms are strictly at point of treatment and subsequent invoice unless an account has previously been agreed with Rose Valley Vets (i.e. Charity accounts). An itemised invoice will be produced at the conclusion of each investigation and/or treatment. Those clients who have been authorised an account will normally be invoiced at the end of each month.

Outstanding payment will be invoiced at the end of the month and the invoice sent to you by post and/or e-mail. Failure to pay after receipt of this invoice will invoke the following sequence of debt severity being allocated to your account:-

- i) Debt severity level 1: first official debt warning letter
- ii) Debt severity level 2: second official debt warning letter
- iii) Debt severity level 3: third official debt warning letter citing 7 days for payment
- iv) Debt severity level 4: official letter stating debt collection agency has been contacted

If a substantial balance is outstanding on a client account the client may be requested to clear this before additional routine veterinary work will be undertaken. If a substantial balance remains outstanding despite requests that it be cleared then the client will be put 'on stop' and no further veterinary work will be undertaken save for emergency first aid. Long-standing failure to pay fees will result in RVV informing the client in writing that they are no longer able to provide their veterinary care.

In the event of non-payment, you will be liable for our costs of recovery (including legal fees) and in addition we may refer your account to a debt collection agency and their fees will also be added to your debt and will be payable by you. Similarly, in the event that court action is necessary, all associated costs, including legal fees, will be claimed from you and these additional costs are likely to increase significantly your indebtedness to Rose Valley Vets.

If for any reason you anticipate being unable to settle your account in full at the time that the animal is discharged from our care, we ask that you discuss this matter with us as soon as possible. In exceptional circumstances, part payment or payment by

instalments on account (normally a standing order) may be arranged at the discretion of Rose Valley Vets only.

12. Privacy and Confidentiality

RVV will not pass your personal information on to any third parties without your permission but may pass your contact information to an appropriate body in the event that we feel your animal(s) is suffering from neglect or abuse. Details of how your data is managed is in RVV privacy policy which can be read upon request at reception.

13. Ownership of Records

All medical records, information or data (in whatever media) held, produced or created in relation to your animal(s) and/or its related investigation and prognosis, remain the sole property of RVV. In exchange for a discretionary small administrative fee, RVV may agree to provide you with copies.

14. Pet Insurance

Rose Valley Vets strongly supports the principle of insuring animals against unexpected accident, illness or injury.

In the case of a claim for first opinion veterinary care or in an emergency the insurance company should be contacted at the earliest opportunity.

If a case goes on to require referral you must inform your insurance company prior to your appointment that you have been referred and the nature of the condition/proposed treatment. In the case of an emergency referral you must inform the insurance company at the earliest opportunity.

Most insurance companies will require us to complete a claim form to be signed by the attending vet and returned to them together with a copy of the veterinary report and invoice.

Provided that the insurance company has agreed the claim in principle, and that you have not made payment to us direct in advance of a claim, we require that payments of claims by insurance companies are made direct to us. To fulfil this requirement you must ensure that your insurance claim form is appropriately signed, your insurance policy excess has been paid to the practice and you have instructed your insurance company to pay Rose Valley Vets directly. Please be aware that the cost of some aspects of the animal's care may not be covered by insurance (e.g. policy excess, hospitalisation).

These costs, together with any costs subsequently rejected by your insurance company, and any fees over the insured amount must be paid directly by you to Rose Valley Vets. Regardless of whether the animal is insured or not, the entire bill remains your

responsibility until it is paid in full. A belief or understanding on your part that your insurers will meet some or all of our charges will not be a defence in respect of any claim we make against you for non-payment / late payment. Correspondingly, credit will be given to you in respect of any payment we receive from a third party (including an insurance company) on your behalf in circumstances where the relevant payment is intended to meet or partially to meet financial obligations of you to Rose Valley Vets.

15. Limitation of Liability

RVV shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the veterinary care and/or related services. RVV total liability to you (or anyone else) in respect of all other losses arising under or in connection with the veterinary care and/or related services, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed 5x the treatment cost in respect of the particular piece of veterinary care being undertaken. Except as set out in these Terms, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.

16. Data protection

In this clause, the following definitions apply:

Data Protection Legislation: (i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

Data Subject: has the meaning given in the Data Protection Legislation.

GDPR: General Data Protection Regulation ((EU) 2016/679).

Personal Data: has the meaning given in the Data Protection Legislation.

- a) RVV will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to and does not relieve, remove or replace, RVV obligations under the Data Protection Legislation.
- b) You acknowledge that in carrying out its obligations under the Contract, and for the purposes of the Data Protection Legislation, RVV may be the data processor and the data controller (where Data Processor and Data Controller have the meanings as defined in the Data Protection Legislation).
- c) RVV shall, in relation to any Personal Data controlled or processed in connection with the performance by AT of our obligations under these Terms:

- i) only process any Personal Data that is necessary to carry out RVV obligations under the Terms or if otherwise only in accordance with your written instructions;
- ii) ensure that RVV has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- iii) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and not transfer any Personal Data outside of the European Economic Area unless your prior written consent has been obtained and the following conditions are fulfilled:
 - A) At has provided appropriate safeguards in relation to the transfer;
 - B) the Data Subject has enforceable rights and legal remedies;
 - C) RVV comply with our obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - D) RVV complies with reasonable instructions notified by you with respect to the processing of the Personal Data;
- iv) notify you without undue delay on becoming aware of a Personal Data breach;
- v) at your request, delete or return Personal Data and copies thereof unless required by applicable legislation to store the Personal Data;
- vi) maintain complete and accurate records and information to demonstrate our compliance with this clause and
- vii) comply at all times with RVV privacy policy upon request from reception in relation to Personal Data.

17. Complaints and professional standards

RVV strives to provide the highest possible standards of veterinary care and/or related services but in the unlikely event that you wish to raise a grievance, we recommend in the first instance bringing it to the attention of the veterinary surgeon you have been dealing with. If this does not resolve your concern satisfactorily then please submit a complaint in writing for the attention of the Practice Manager. We will aim to respond to your complaint within 15 working days. All veterinary surgeons are registered with the

Royal College of Veterinary Surgeons, further information on complaints to them can be found at www.rcvs.org.uk.

18. General

All letters and notifications in connection with the veterinary care and/or related services should be sent to the practice manager. Any variation to these Terms must be agreed in writing by a Companies House Director or RVV. RVV reserves the right to amend the terms and conditions at any time and will provide updated terms and conditions, sent yearly by e-mail and display them in the surgery. If you wish to be posted a copy of RVV terms and conditions at any time then please notify us in writing. If you instruct us to commence the provision of veterinary care and/or related services to your animal then you are deemed to have read and accepted the terms and conditions in place from time to time. RVV welcome your feedback in relation to any aspect of our veterinary care and/or related services.

Rose Valley Vets Privacy Policy and Data Protection Policy

Privacy Policy

Rose Valley Vets is committed to protecting and respecting your privacy and we recognise that client confidentiality is of paramount importance. We will not intentionally pass any of your client identifiable details (client data) to third parties without your permission unless required to do so on humane grounds for animal welfare. The client data that we hold about you on our database includes your name and contact details and specific details and records of any animals you have which are under our care and veterinary care that we have provided for them to date. We endeavour to maintain the correct details about you and your animals on our database and ask that you provide us with correct and updated information. Without the correct information it may not be possible for us to provide services to you. When holding and using your client data we will comply with the provisions of the Data Protection Act 1998.

This policy sets out the basis on which any client data we collect from you, or that you provide to us, will be used, stored, processed, and/or transferred by us. Please read the following carefully to understand our practices regarding your personal data and how we will treat it and your rights with respect to it.

For the purposes of the General Data Protection Regulation, the data controller is Rose Valley Vets a limited company owned by Miss Francesca Bard DVM MRCVS and whose trading address is Rose Valley Vets, The Stables, Burnley Wharf, Manchester Road, Burnley BB11 1JG.

Client data we collect from you

We will collect and process the following data about you:

Client data you give us: This is data about you that you give us by filling in forms or by corresponding with us by phone, e-mail, in person or otherwise. It includes data you provide for the purposes of providing our services to you, when you use our services, register with us, use our repeat prescription facility on your website, participate in social media functions on our website or on our social media sites, enter a competition, promotion or survey and when you interact with our accounting and fee-paying systems. The data you give us may include your name, address, e-mail address and phone

numbers, financial and credit card information, date of birth, names and details of animals owned by you or in your care, details of other service providers and referring vets that you interact with, insurance details and other information pertinent to the provision of our services.

Client data we collect about you: With regard to each of your visits to our website we will automatically collect the following information:

- Technical information, including the Internet protocol (IP) address used to connect your computer to the Internet, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform, and geographical location;
- Analytical information about your visit, including the full Uniform Resource Locators (URL), clickstream to, through and from our website (including date and time), services and products you viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), methods used to browse away from the page, and device type.

Client data we receive from other sources

This is data we receive about you from referring vets or other service providers. This data may include your name, address, e-mail address and phone numbers, financial and credit card information, date of birth, names and details of animals owned by you or in your care, details of other service providers and referring vets that you interact with, insurance details and other information pertinent to the provision of our services.

Website and cookies

Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our website. Our website may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies.

How we use the client data collected:

- To carry out our obligations arising from any contracts entered into between you and us and to provide you with the information, products and services that you

request from us

- To provide you with information about other goods and services we offer that are similar to those that you have already purchased or enquired about i.e. vaccination reminders via SMS
- To notify you about changes to our service, our terms and conditions or our policies
- To ensure that content from our website is presented in the most effective manner for you and for your computer.

Client data we collect about you will be used:

- To administer our website and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- To improve our website to ensure that content is presented in the most effective manner for you and for your computer;
- To allow you to participate in interactive features of our service, when you choose to do so;
- As part of our efforts to keep our website safe and secure;
- To measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you;
- To make suggestions and recommendations to you and other users of our website about goods or services that may interest you or them.

Data we receive from other sources. We will combine this data with data you give to us and data we collect about you. We will use this data and the combined information for the purposes set out above (depending on the types of data we receive).

Our Legal Basis for processing your personal data

- It is necessary for us to process your personal data for performance of the contract between us in relation to the services you have asked us to provide.
- In certain circumstances, we may process your personal data after obtaining your consent to do so for the purposes of sending you marketing communications, inviting you to events and professional development courses, keeping you informed of Practice news and notifying you of changes within the Practice.

How long we keep your personal data

We will keep your personal data as set out below, or as necessary for conducting the business of providing the services to you and completing any contract with you:

- In accordance with the requirements and recommendations of HM Revenue and Customs.
- In accordance with the requirements and recommendations of the Royal College of Veterinary Surgeons (RCVS)
- In accordance with the requirements and recommendations of the Veterinary Defence Society (VDS).
- In accordance with our recruitment privacy policy

Disclosure of your personal data

You agree that we have the right to share your personal data with:

- Selected third parties including:
 - Veterinary surgeons, business partners, suppliers and sub-contractors who act on our behalf for the performance of any contract we enter into with you or for the purpose of communicating with you;
 - Analytics and search engine providers that assist us in the improvement and optimisation of our website;
 - Credit reference agencies for the purpose of assessing your credit score where this is a condition of us entering into a contract with you.

We will disclose your personal data to third parties:

- If Rose Valley Vets or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
- 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 or apply our terms of use or terms and conditions of supply and other agreements; or to protect the rights, property, or safety of Rose Valley Vets, our customers, or others. This includes

exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

Where we store your personal data

The data that we collect from you will be stored within the UK and Ireland hosted by UKFast. It may also be processed by staff within the UK or Ireland who work for one of our suppliers. This includes staff engaged in, among other things, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all reasonable steps necessary to ensure that your data is treated securely and in accordance with this privacy policy.

All information you provide to us is stored on our secure servers. Any payment transactions will be encrypted. All data transmitted via the website is secure due to the use of HTTPS meaning all data is encrypted and authenticated. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

Your rights

You have a number of rights when it comes to your personal data. Further information and advice about your rights can be obtained from www.ico.org.uk.

Changes to our privacy policy

We amend these terms from time to time. Every time you wish to use our website, please check these terms to ensure you understand the terms that apply at that time.

Contact

Questions, comments and requests regarding this privacy policy should be addressed to reception@rosevalleyvets.com. If you no longer wish to receive communications, you can let us know by contacting us at reception@rosevalleyvets.com. You may also update your preferred contact details at any time by contacting us at the above address. If we have your consent, we will contact you from time to time by post, e-mail, SMS text messages, telephone or other means including other electronic means such as Facebook and social media applications for marketing purposes, and only using such contact details as you provide to us.

Right of Access

You have the right to access the personal data that Rose Valley Vets holds about you. To request a copy of this information please put your request in writing to reception@rosevalleyvet.com

I AGREE TO ROSE VALLEY VETS TERMS AND CONDITIONS

Signature:

Print Name:

Date: