

# Donnington Grove Veterinary Group LTD

## Terms and conditions of business for Donnington Grove Veterinary Group LTD

### Who we are.

**Company name - Donnington Grove Veterinary Group Limited (the "Practice"), part of the IVC Evidensia Group.**

**Company number - 08545050**

**Registered office - The Chocolate Factory, Keynsham, Bristol, BS31 2AU**

**Registered - England and Wales**

**VAT number - 169 2245 92**

By buying veterinary products or services from us through our website or in our Practice, you accept and agree to be bound and abide by these Practice terms and conditions. Some aspects of the terms may not be relevant to you and we recommend that you ask for further explanation or clarification if needed.

The following terms also apply (available on our website) in the following circumstances:

<b>Our Privacy Policy</b>	This applies when you provide us with any personal data. It explains what personal data we collect and how we use it.
<b>Our Complaints Policy</b>	This explains how you can make complaints about our veterinary services and how we will deal with them.

### 1 Fees

- 1.1 All fees, diets and drug charges are subject to VAT at the current rate.
- 1.2 Fee levels are determined according to the drugs, materials, consumables and diets used, together with the type of work undertaken.
- 1.3 You will receive a detailed fee note for every consultation, surgical procedure or transaction with us.

### 2 Payment Terms

- 2.1 The payment terms are detailed separately below for Small Animal and Equine Clients. Notwithstanding this, we reserve the right to ask clients to prepay for service offered.

### 3 Estimate of treatment costs

- 3.1 We will happily provide an estimate as to the probable costs of a course of treatment.
- 3.2 Please bear in mind that any estimate given can only be approximate, often an animal's illness will not follow a conventional course.

### 4 Settlement terms

- 4.1 We may take further action to recover overdue payments. If any amounts payable to us are not paid when due then, without prejudice to any other remedies available to us, we may at any time:

- (a) refer any overdue accounts to our debt collection agency for recovery;
  - (b) charge and/or recover fees in connection with the collection of the sum you owe, including but not limited to administration costs and debt collection agency fees and late payment fees; and
  - (c) refuse to supply further veterinary services to you until all outstanding sums are paid by you.
- 4.2 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

### 5 Inability to pay

- 5.1 If for any reason you are unable to settle your account as specified, we urge you to discuss the matter as soon as possible with a member of staff.
- 5.2 Please note that installments or part payments of accounts may only be sanctioned with the express written permission of the Practice partners or the Practice Manager.

### 6 Client Financial Referencing & Guarantors

- 6.1 We reserve the right to reference current or prospective clients' credit worthiness. This will include credit referencing agencies, County Court Judgements and payment history with previous veterinary practices. Clients that are required to be invoiced via a Limited Company address may be requested to provide a guarantor. We also reserve the right to request and retain copies of proof of identity and address.

### 7 Animal Insurance

- 7.1 We strongly support the principle of insuring your animals against unexpected illness or accidents.

- 7.2 Please note it is your responsibility to settle our account within our payment terms and then reclaim the fees from your insurance company. By specific arrangement we may defer this requirement on the basis that your insurance form is signed so payment is made direct to us and that the insurance company have agreed to the claim in principle. You will need to pay for any excess and costs not covered by insurance (e.g. livery) within the normal terms and any costs later rejected by your insurance company.

- 7.3 We do not conduct any treatment or procedure subject to the costs being covered by your insurance company.

- 7.4 We are not allowed to liaise or negotiate with the insurance company on your behalf.

### 8 Complaints and standards

- 8.1 We hope you never feel the need to complain about the standards of our service. However, if you feel that there is something you wish to complain about, please direct your comments in the first instance to the Practice Manager.

- 8.2 Any dispute with the fees presented must be put in writing to the Practice within 7 days of receiving the invoice.

### 9 Ownership of records

- 9.1 Case records and similar documents are the property of, and shall be retained by the Practice.

- 9.2 Copies with a summary of the history will be passed on request to another veterinary surgeon taking over the case.

### 10 Ownership of radiographs and similar records

- 10.1 The care given to your animal may involve making some specific investigations, for example, taking radiographs or performing ultrasound scans.
- 10.2 Even though we make a charge for carrying out these investigations and interpreting the results, ownership of the resulting record, for example a radiograph, remains the property of the Practice.

### 11 Out of hours service

- 11.1 The Practice operates an out of hours service for emergencies.

- 11.2 The out of hours service can be accessed by telephoning any of the Practice numbers and the call will be answered by a duty nurse who can contact the duty veterinarian as necessary.

- 11.3 Out of hours small animal emergency cases are seen at a nominated branch, which varies depending on the veterinarian on duty. You will be expected to transport your animal to the nominated surgery for treatment, which may not be the usual branch your animal attends.

### 12 Ending the contract

- 12.1 You can end your contract with us at any time. When your contract with us ends, you will be responsible for collecting your animal from us (if it is in our care) and for paying outstanding payments to us.

- 12.2 We may end the contract immediately at any time for the following reasons:

- (a) if you break any of the terms of the contract;
- (b) if you do not make payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
- (c) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services; or
- (d) if you or any person accompanying or connected with you engage in any intrusive, offensive, violent or aggressive behaviour.

- 12.3 We may end the contract at any time for any other reason. We will write to you to let you know at least 30 days before the contract ends.

### 13 Variations in terms of trading

- 13.1 No addition or variation of these conditions will bind the Practice unless it is specifically agreed in writing and signed by one of the Practice partners.

- 13.2 No agent or person employed by, or under contract with the Practice has the authority to alter or vary these conditions in anyway.

### 14 Applicable law

- 14.1 These terms are governed by and constructed in accordance with English law. The Courts of England will have exclusive jurisdiction in relation to any claim, dispute or difference concerning

these terms and any matter arising from it. Each party irrevocably waives any right it may have to object to any action being brought in these courts, to claim that the action has been brought in an inappropriate forum, or to claim that those courts do not have jurisdiction.

- 14.2 If any provision in these standing terms of business or its application are found to be invalid, illegal or otherwise unenforceable in any respect, the validity, legality or enforceability of any other provision shall not in any way be affected or impaired.

### 15 Data Protection Act

- 15.1 We may obtain, use, process and disclose personal data about you in order that we may discharge our duties as your veterinary surgeon under these standard terms of business, and for other related purposes including updating and enhancing client records, analysis for management purposes and statutory returns, crime prevention and legal and regulatory compliance. You have a right of access, under data protection legislation, to the personal data that we hold about you. We confirm that when processing data on your behalf we will comply with the provisions of Data Protection Act 2018. For the purposes of the Data Protection Act 2018, the Data Controller in relation to personal data supplied about you is the Practice.

### SMALL ANIMAL (DGVG Ltd)

#### 1 Payment Terms

- 1.1 All fees are due for immediate settlement at the end of your consultation, the discharge of your pet or upon collection of drugs/diets.
- 1.2 Credit accounts are not available.

#### 2 Methods of payment

- 2.1 You may pay the price payable to us using the following:
  - (a) Cash
  - (b) Debit card or credit card
  - (c) Cheque (supported by current bank card)
  - (d) Online banking – see our details at the end of these terms and conditions.

### EQUINE (DGVG Ltd)

#### 1 Payment Terms

- 1.1 Invoices are to be settled within 7 days of the date of invoice.
- 1.2 Larger Clients (Racehorse Trainers, Stud Farms and Pretraining Yards) - Invoices are to be settled within 30 days of the date of invoice.
- 1.3 New clients may be required to prepay (or guarantee with a credit/debit card) for services and goods until such time that setting up of an account has been sanctioned.

#### 2 Methods of Payment

- 2.1 You may settle your account using the following:
  - (a) Cash
  - (b) Debit card or credit card
  - (c) Cheque (supported by current bank card)
  - (d) Online Banking - see our details at the end of these terms and conditions.
  - (e) Standing Order/Direct Debit  
Please talk to the Accounts Department or the Practice Manager to discuss and agree payment options.

#### Online Banking - Our Bank Details

Account Name: Donnington Grove Veterinary Group

Address: HSBC  
6 Northbrook Street  
Newbury  
Berkshire

RG14 1DT

40-42-18

Sort Code: 84120825

Account Number: GB08HBUK

IBAN No: 40421884120825

40421884120825

Payment Reference: Please enter your Name and Client Account Number