

# HAMPDEN VETERINARY HOSPITAL

## TERMS OF BUSINESS

### GENERAL

By accepting our services or purchase of goods, you the client contractually agree to the Terms of Business as laid out below.

#### Data Protection

We will use client personal details for the purpose of our business only. We will aim to maintain your details correct on our databases. You, the client, will provide us with correct and updated personal information to allow us to provide our services to you. These include name, contact details, animal details, details of owners or those looking after the animals and details of any other vet the animal has been under. Clinical (including x-rays and other media) and account information is the property of the Practice, and can be shared with appropriate 3<sup>rd</sup> parties in the normal course of our business, and the treatment and welfare of your animals. If requested by another practice that you are or intend to use, we will provide account references. Where you use the services of another Practice (e.g. having moved, referral etc), and if requested by them, we will provide them with your animal(s)' history without further reference to you as appropriate to enable them to continue to provide veterinary treatment.

#### Fees

All fees, diets and drug charges are subject to VAT at the current rate. Fee levels are determined by the time spent on a case and according to the drugs, resources, materials, consumables and diets used. Fees are subject to change without notice.

#### Estimates of Treatment Costs

We can provide a written estimate as to the probable costs of a course of treatment on request. Please bear in mind that any estimate given can only be approximate as an animal's illness will not always follow a conventional course. We will always try to keep you informed on additional treatment and costs as they arise. **It is therefore important that clients leave an appropriate contact number where they will be available.** If we cannot contact you, you authorise us to put the welfare of the animal first.

#### Payment Terms

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

#### Client Financial Referencing & Guarantors.

We reserve the right to reference current or prospective clients. This will include credit referencing agencies, CCJs and financial status with previous veterinary practices. Clients that are required to be invoiced via a Limited Company, LLP or PLC address will need to provide a guarantor. If requested by another Practice that you use or intend to use, we will provide account references.

#### Animal Insurance

We always encourage small animal and equine clients to have appropriate animal insurance. Any insurance is an agreement between you and the insurance company – **and not with the Practice**. You authorise us to be able to contact your insurance company for issues relating to the insurance claim being made, but we **are not** allowed to liaise or negotiate with the insurance company on your behalf. You will need to settle your invoice within our normal payment terms, which may be before your insurance company has settled your claim. By specific arrangement, we may defer this requirement on the basis that your insurance form is signed so payment is made direct to us (known as a "direct claim", and that your insurance company have agreed to the claim in principal. You will still need to pay for any excess and costs not covered by insurance (e.g. livery, excess) within the normal terms and any costs later rejected by your insurance company. A minimum level of costs incurred may be set before for any deferral of payment is agreed to.

#### Health Care Plans, Promotions and Offers etc

Additional terms of business may apply to Health Care Plan, Promotions and Offers. We believe in responsible animal ownership. This includes regular appropriate vaccinations parasite control dependent on lifestyle and a permanent means of identification for your animal. Please ask us for advice on the best methods to achieve this. Unless you have requested that we do not contact you, we will endeavour to remind you of when your annual vaccinations are due for your animals. Please note that this is a courtesy – there is no obligation on the practice or the staff regarding the consequences of failure to provide such reminders, and it remains your responsibility to keep vaccines and other routine treatments up to date.

#### Practice Liability

Liability for the loss of an animal due to fire, theft etc whilst in our care is limited to £50,000 for a horse and £5,000 for other animals in accordance with our Practice Traders Combined Insurance, as amended. Clients should ensure that they have appropriate insurance for animals of greater value than this.

#### Returned Cheques etc

Any cheque returned by our Bank as unpaid, credit card payment not honoured and any cash tendered that is found to be counterfeit will result in the account being restored to the original sum. Additional charges incurred by us will be added to your account (e.g. bank charges, administrative costs and interest on the principal sum).

#### Overdue Accounts

Overdue accounts may be charged an interest rate at the statutory level of **Base Rate + 8% pa** (for other B2B this is served under the *Late Payment of Commercial Debts (Interest) Act 1998*). Any part payment will go to reduce the interest charge first, unless other arrangements have been agreed with us in writing. If payment is not forthcoming under our agreed terms, veterinary services will be withdrawn and clients will be referred to the Court. Further charges may be levied in respect of costs incurred in collecting the debt, such as: court fees, production of reports, correspondence, attendance at court, phone calls, home visits etc. Bad debtors will be removed permanently from our client list. If subsequently requested by another practice, we will provide account references. Where there is an outstanding debt, the Practice reserves the right not pass on animal clinical histories *et al* to another veterinary practice.

#### Disputes

**Any dispute with the fees presented must be put in writing to the Practice within 7 days of receiving the invoice.** Where any dispute is not proven and as a result the payment is late, then the overdue accounts procedure will become effective. Therefore clients are always advised to settle their invoice on time, and if there is a dispute this payment being made *without prejudice*.

#### General Complaint Procedure and Feedback

Although the Practice aims to provide an excellent veterinary service at all times, should a problem occur that you are unable to rectify through your attending veterinary surgeon, then the Practice Manager should be contacted.

### SMALL ANIMAL

#### Payment Terms

Invoices are to be settled at the end of the consultation, the discharge of your pet or upon collection of drugs/goods unless, in exceptional circumstances, where alternative arrangements have been previously agreed, in which case payment must be made within 7 days of receipt of invoice.

#### Payment Methods

We accept Switch, Visa or MasterCard credit/debit cards as a preferred method of payment, although payment by cash or cheque (made payable to Hampden Veterinary Hospital) is also welcome.

### FARM

#### Payment Terms

Invoices are to be settled within 30 days of the invoiced month (i.e. invoices for work completed in June are to be paid by the end of July).

#### Payment Methods

Debit / Credit Card We accept Switch, Visa or MasterCard credit/debit cards as a preferred method of payment. Card payments can be made via telephone to our Accounts on 01296 745 377.

Standing Order Large permanent Farm clients who incur significant veterinary costs are encouraged to spread their payments evenly over the year through a Standing Order agreement. Each year, or if there are significant changes to your costs, the monthly payment will be reassessed. Please talk to our Practice Accountant about setting-up a Standing Order with us on 01296 745 377.

Online Banking Payments can be made by bank transfer / online banking. See details below:

Other Methods We also accept payment by cheque (made payable to Hampden Partners Limited). Cheques are to have the client's name, address and Client Account number written on the back.

#### Payment Plan

The Practice realises that industry payments to farmers can sometime be erratic, therefore if farmers do reach a period where it becomes difficult to settle an account, it is important that they talk to us immediately. In such cases, we may be able to set-up a regular payment plan (similar to a Standing Order), where you can make agreed payments at agreed intervals.

### EQUINE (HAMPDEN EQUINE)

#### Payment Terms

Invoices are to be paid immediately upon their receipt. For Account Clients Invoices are to be settled within 30 days of the invoiced month (i.e. invoices for work completed in June are to be paid by the end of July).

Certain procedures may require payment in advance or when the animal is treated, such as Pre-Purchase Examinations, promotions or large surgical procedures.

**New clients may be required to prepay for services or goods until an account with us has been set-up and verified.**

#### Livery Yards or Agent Acting

We prefer to invoice the horse's owner directly.

Where invoicing and/or payment is agreed to be through the livery yard/agent, then they are responsible for ensuring accounts are settled on time and are liable for any late payment action. It is assumed that the livery yard/agent has permission from the horse's owner to authorise veterinary work or purchase goods on their behalf - the Practice is not liable where this permission has not been granted. If any dispute arises between the owner and the livery yard/agent then the livery yard/Agent remains liable for payment.

Where a horse is looked after by a livery yard/agent or other 3<sup>rd</sup> Party and the invoice is sent direct to the owner, unless specifically instructed otherwise, it is assumed that they have the owner's permission to request and authorise veterinary work or purchase goods from us on their behalf. If any dispute arises between the owner and the livery yard/Agent etc, then the owner is liable for payment. (The definition of owner "owner" also includes a person who has the horse on loan etc).

#### Payment Methods

Debit / Credit Card We accept Switch, Visa or MasterCard credit/debit cards as a preferred method of payment. Card payments can be made via telephone to our Equine Office on 01296 745 374. Payment can also be made at our Barrettstown Equine Clinic when horses undergo procedures here.

Online Banking Payments can be made by bank transfer / online banking. See details below:

Other Methods We also accept payment by cheque (made payable to Hampden Partners Limited). Cheques are to have the client's name, address and Client Account number written on the back.

### Bank Details

Payments can be made by bank transfer / online banking etc. Our details are:

**Name: Hampden Partners Limited**

**Sort Code: 60-60-05**

**Account: 55242340**

**Reference: please enter your name and client account number, e.g. Smith - 12345678**

### CONTACT DETAILS

Hampden Veterinary Hospital  
Anchor Lane  
Aylesbury  
HP20 1AJ