

Terms of Service

Waterside Vets

The following Terms of Service form the basis of Our contract with You. These Terms contains provisions that may affect Your legal rights. Please read them carefully.

1. Definitions

- 1.1 'Client' – means the person entering into this contract for the provision of Veterinary Services or the purchase of Goods from Waterside Vets
- 1.2 'You' / 'Your' / 'Yourself' – means the client who has registered with Waterside Vets for the provision of Veterinary Services
- 1.3 'We' / 'Us' / 'Our' – means Waterside Vets Ltd
- 1.4 'Pet' / 'Animal' – the animal that Waterside Vets is providing services to or selling goods for
- 1.5 'Contract' – means the contract for Veterinary Services provided by Waterside Vets as outlined in these Terms of Service
- 1.6 'Veterinary Services' – means the provision of services to include opinions, examinations, diagnostic tests and clinical procedures (surgical and non-surgical) intended for the health and wellbeing of pets registered with Waterside Vets

2. Waterside Vets

- 2.1 We are Waterside Vets Ltd, a small and companion animal Veterinary Practice. Our registered offices are 3 Howard Road, Eaton Socon, St Neots, Cambridgeshire. PE19 8ET. Waterside Vets is a Limited Company (company registration 14090657). We are registered for VAT (VAT no 439529265).
- 2.2 Our veterinary surgeons and nursing staff are regulated by the Royal College of Veterinary Surgeons ("RCVS") and we subscribe to the RCVS Code of Conduct.
- 2.3 We have professional liability insurance through The Veterinary Defence Society (VDS).
- 2.4 If you need to contact Waterside Vets you may do so by:-
 - (a). Phone. Use the number 01480 756 188
 - (b). Email. Use the email address admin@watersidevets.co.uk
 - (c). Post. Addressed to Waterside Vets, 3 Howard Road, Eaton Socon, St Neots, Cambs. PE19 8ET.

3. You

- 3.1 You (the client) and Your pet must both be registered with Waterside Vets Ltd before services can be provided or goods purchased.
- 3.2 You agree to be bound by the terms laid out in these Terms of Service when You register with Waterside Vets Ltd. You must be at least 18 years of age to register a pet with Waterside Vets Ltd.
- 3.3 When You request Services from Waterside Vets, provide an order for Goods or attend Our premises with Your animal this does not mean We have accepted your order for Goods or Services. The contract between You and Us begins when we inform you either verbally or in writing (where appropriate) that We are able to provide You with Goods or Services.
- 3.4 These Terms of Services will become binding on You and You will be subject to meet Our reasonable costs for the Services (including any cost for attendance outside our practice premises) where We are asked to attend road accidents, private property or public spaces to destroy dangerous animals, euthanise fatally injured animals and to treat animals.
- 3.5 You accept that on occasions it is not appropriate to inform you that we are able to provide You with the Services of Goods, particularly in emergency circumstances for Your animal. In these circumstances You accept a verbal confirmation will suffice and agree to be bound by the Terms of Service.

4. Your Information

- 4.1 You are required to provide Us with accurate information regarding Your contact details including a valid UK address, telephone number and email address.
- 4.2 You are required to inform Us of any change to your contact details so that We can maintain accurate records.
- 4.3 Waterside Vets may ask You if your details are up to date to check for any inaccuracies.

5. Nominated Person

- 5.1 You have the right to nominate a person to act on Your behalf regarding Your pet and the provision of veterinary services and/or the purchase of Goods from Waterside Vets Ltd.
- 5.2 The person so nominated will be assumed to have the right to authorise the provision of services or the purchase of goods for Your registered pets, including the associated reasonable costs generated.
- 5.3 You acknowledge that You will remain liable for the costs of any treatment requested by Your Nominated Person.

6. Our Services

- 6.1 You can request an appointment with Waterside Vets for your pet(s) by email, by telephone, in person at the practice or via our third-party app 'PetsApp.'
- 6.2 We reserve the right to offer a time for Your appointment based on availability and the degree of urgency.
- 6.3 We reserve the right to cancel or reschedule Your appointment as reasonably required, including if the appointment is no longer available due to changes in staff availability or the degree of urgency of another client's pet takes precedence.
- 6.4 We reserve the right to direct You and Your pet to our Out Of Hours (OOH) provider, even during Our normal working hours where reasonable. An example of this might be where a surgical procedure is required that will not reasonably expected to be completed within Our working hours, or where We deem that procedure cannot be performed with sufficient safety due to our current staffing levels.
- 6.5 These decisions will be made by the staff of Waterside Vets.
- 6.6 We will provide services and/or supply Goods to You/Your pet from the date agreed by Us until the estimated completion date of the course of treatment.
- 6.7 We will make every effort to complete these services in a timely fashion, but this may be subject to delays due to Events Beyond The Control of Waterside Vets Ltd (see section 7).
- 6.8 The safe provision of Services and sale of Goods from us relies on key information provided by Yourself including (but not limited to) the age, gender, weight, typical behaviour (including if aggressive behaviour can be reasonably expected to occur), current medication and medical conditions and historical medical conditions, allergies (including reactions to previously prescribed medicines), any ongoing medical attention or treatment by Veterinary Professionals not associated with Waterside Vets Ltd and any other reasonable information.
- 6.9 You accept that failing to disclose any relevant information may detract from the quality and the safety of Services provided or Goods supplied by Waterside Vets Ltd. Failing to disclose any relevant information may incur additional reasonable costs to cover any extra work required and may lead to the suspension of services provided by Waterside Vets Ltd. If services are suspended, we will inform You, where possible, in writing.
- 6.10 We may have to suspend Services if We encounter technical problems, or to make changes agreed between You and Us to the Services. Where reasonably practical we will inform You of this in advance. This notice may not be possible if the problem is urgent or an emergency. You do not have to pay for services suspended under clause 6.9 but this does not affect the payment of invoices already sent to You or relating to Goods and Services provided before the suspension.
- 6.11 If you do not pay Us for the Goods and Services provided when You have been invoiced, or payments or part-payments requested in advance, We may suspend with immediate effect the Services until You have paid Us the outstanding amounts (except where You dispute an invoice under clause #). We will contact You to tell you this.
- 6.12 Unless You have requested that We do not contact you, We will endeavour to remind You – usually by email – when annual vaccinations and other routine treatments are due for your pets. Please note that this is a courtesy, there is no obligation for Waterside Vets regarding the consequences of failure to provide such a reminder and it remains Your responsibility to keep vaccines and other routine treatments up to date.
- 6.13 Our website, leaflets and offer advertising material are solely for the promotion of Our Goods and Services in the UK. The images of Goods on Our website, leaflets or marketing material are purely for illustrative purposes. The Goods We supply to You may vary from these images.
- 6.14 You can collect Goods from Us at any time during Our working hours.
- 6.15 If We are not able to provide the whole of the order at one time due to operational reasons or shortage of stock, We will provide the order in instalments. We will not charge you extra costs for this. However, if You ask Us to provide the order in instalments, We may charge You extra costs. Each instalment shall constitute a separate contract governed by these Terms. If We are late delivering an instalment or one instalment is faulty, that will not entitle You to cancel any other instalment. We will endeavour to offer You, Your animal or Your pet alternative

medical treatment or Goods where We are unable to supply such treatment or Goods once We have received payment in full.

6.16 The Goods will be Your responsibility from the time You collect the Goods from Us.

6.17 You own the Goods once we have received payment in full.

6.18 As vets we provide an oath similar to the Hippocratic Oath undertaken by medical practitioners for human beings, to the extent that We will administer anaesthetic and pain relieving treatments to animals in pain. You hereby acknowledge that We are authorised to administer anaesthetic and pain relieving treatments to your pet where we deem that such treatment is required. Unless otherwise expressly agree in writing, You hereby agree to meet such reasonable treatment costs in the event that such treatment is deemed necessary by Us or on behalf of Us whether or not as a result of such an oath.

7. Repeat Prescriptions & Written Prescriptions

7.1 We require 48 hours notice (to be given during normal working hours) to fulfil repeat or written prescriptions.

Delays of the provision of repeat prescriptions may be subject to third-party considerations such as those laid out in section 9.

7.2 Clients that require long term medication for their pets will be subject to periodic reviews for this medication as determined by legislation, professional guidelines or determined by Us.

7.3 Failure to attend such a review may result in the medication being withdrawn or continued treatment being denied. It is Your responsibility to arrange this review (subject to clauses 6.2-6.4) in a suitable timeframe to avoid a break in treatment.

7.4 Written prescriptions may be provided by our Veterinary Surgeons where they deem it appropriate and subject to the Royal College of Veterinary Surgeons (RCVS) guidelines and codes of conduct. The duration of the medicine provided by a written prescription is determined by the Veterinary Surgeon completing the prescription and may be limited by case reviews and diagnostic tests as deemed necessary.

7.5 The cost of a written prescription is determined by Us and is to be paid on collection of the Written Prescription.

8. Events Beyond The Control of Waterside Vets Ltd

8.1 An Event Beyond The Control of Waterside Vets Ltd means any act or event beyond the reasonable control of Waterside Vets Ltd including, but not limited to, strikes, lock-outs, other industrial actions by third parties, civil commotion, riot, invasion, acts of terrorism, threats of acts of terrorism, war (declared or undeclared), threat of war, preparation for war, fire, explosion, storm, flood, earthquake, subsidence, collision, epidemic, any other natural disaster, failure of public or private communications networks.

8.2 When an Event Beyond the Control of Waterside Vets Ltd occurs that will affect the performance of Waterside Vets Ltd We will contact you as soon as reasonably possible to notify You. When an Event Beyond the Control of Waterside Vets Ltd occurs that will affect the performance of Waterside Vets Ltd Our obligations under these terms will be suspended and the time taken for delivery of our goods and services will be extended for the duration of the Event Beyond the Control of Waterside Vets Ltd.

8.3 The supply of goods and the provision of services by Waterside Vets Ltd will resume as soon as reasonably possible after the Event Beyond the Control of Waterside Vets is over.

9. Third Party Companies and Organisations

9.1 Where the provision of Services and the supply of Goods by Waterside Vets Ltd relies on third party companies and organisations, Waterside Vets cannot be held responsible for delays to these services or goods where these delays are caused by third party companies or organisations.

9.2 We will make all reasonable effort to use alternate third-party companies and organisations in this event. We reserve the right to pass on to the client any reasonable costs that occur as a result of sourcing alternate third party companies and organisations to cover any shortfall.

10. These Terms of Service

10.1 When booking an appointment, seeking advice on the telephone, or by email or through the third party application 'PetsApp' or in person in the practice, You are agreeing to the Terms of Service laid out here.

10.2 We reserve the right to make changes to these Terms of Service at any time and for any the following reasons:

- (a) How we accept payment from You,
- (b) Changes in relevant laws and regulatory guidelines and,
- (c) Changes to the Goods and Services We offer

10.3 Where these Terms of Service have been changed, We will inform you by email, on Our website, on the telephone or in person.

10.4 If We are unable to provide You with Goods and/or Services we will inform You of this verbally, or where appropriate in writing and We will not process the order for Goods or provide Services.

11. If Goods Supplied Are Faulty

11.1 Where Goods are faulty or not as described You, the Consumer, have legal rights.

11.2 These Terms of Service do not negate these legal rights.

11.3 Advice is available to You either from the Citizens Advice Bureau or Trading Standards office.

11.4 As a consumer, you have legal rights in relation to Services not provided with reasonable skill and care, or if the materials We use are faulty or not as described.

11.5 In the unlikely event there is any defect with the Services:-

- (a). Please contact Us and tell Us as soon as reasonable possible
- (b). Please give Us a reasonable to repair or fix any defect
- (c). We will use every effort to repair or fix the defect as soon as reasonably practicable
- (d). You will not have to pay us to repair or fix a defect with the Services under this clause 11.4

12. Prices and Payments

12.1 Our prices for our services will be made up of a fee for the Veterinary consultation plus the charges for any medication, consumables, materials, dietary products or other products or attendance off premises, such as in the case of a home-visit.

12.2 A veterinary consultation fee may still be applicable in circumstances, such as urgent or emergency scenarios, where a standard consultation did not take place. An example of this would be in the case where a pet has been presented as an emergency and rushed into the non-public, clinical areas to be provided with emergency treatment and the Veterinary Surgeon's time has been taken with assessing and stabilising the patient.

12.3 Our prices may change at any time, but price changes will not affect Services already confirmed with You.

12.4 The prices include VAT. If the rate of VAT changes between confirming the Services to be provided and the provision of those Services, We will adjust the VAT that You pay.

12.5 It is possible that, despite Our best internal efforts to ensure correct pricing, the Goods We provide may be incorrectly priced. Where the Goods correct price is lower than Our stated price, We will charge You the correct price when the Goods are collected. Where the Goods correct price is higher than Our stated price, We will either charge You the correct price or You may decline the Goods. Where the price error is obvious and unmistakeable and could reasonably have been recognised by You as mispricing, We do not have to provide the Goods to You at the incorrect lower price.

12.6 When We provide goods to You, we may ask You for payment in advance and unless otherwise agreed in writing the price of the Goods will be payable on the day You collect them.

12.7 Most Services will be invoiced and are payable on the day the Services were provided.

12.8 As the owner of animals (including dangerous dogs) You are responsible for the actions of Your animals (whether responsibility arises from statute, common law, or otherwise). You will pay any reasonable costs, damages or loss to Our property (including but not limited to premises, equipment or vehicles) caused by the actions of Your animals, whether or not You attend the clinic or We attend Your premises, public space or otherwise.

12.9 We may provide treatment packages, including preventative treatment, screening diagnostics and Veterinary consultations. Clients who subscribe to these packages are subject to the terms and conditions of each package. These packages may offer goods and services at discounted rates. Goods and Services sought outside of the packages are not subject to discounted rates, including if the package is terminated by Yourself prior to the completion of a full year's worth of payments for the subscribed packages.

12.10 Any failure to pay subscription charges as and when they fall due, subject always to the Terms and Conditions of each package, will result in You having to pay for the Goods and Services received in full. We may suspend such Goods and Services in the event that Your payments in respect of the subscription package are not maintained.

12.11 We accept payments via BACS transfer, credit card and debit cards.

12.12 In the event you are unable to make a payment due to Us, please contact Us immediately.

12.13 Debt Recovery Charges

In the event of non-payment of any invoice in its entirety within the required period, further administrative and debt recovery charges may be applied to your account and referral to Debt Recovery can take place forthwith.

12.14 Please note that upon referral to a debt recovery agency of our choice, you will incur additional fees. You agree to reimburse us of all debt recovery charges we incur in the pursuit of recovering the debt due to the additional correspondence, phone calls, reports, administration costs and other debt recovery actions.

12.15 You contractually agree to pay these additional debt recovery sums and interest as a result of your non-payment under the agreed payment terms.

12.16 If the account remains in arrears 30 days after referral to the debt recovery agency, we reserve the right to commence legal proceedings. You agree that you will be liable for any additional debt recovery costs thereafter as well as legal costs. You agree to be liable for our legal costs on an indemnity basis in addition to the principal sum and interest.

12.17 We reserve the right to not undertake any further commercial dealings while the debt is outstanding and we can suspend the provision of any further goods and/or services until the outstanding sum is paid in full. Please note county court judgments can impact your credit rating.

12.18 Interest will be applied at 8% above the Bank of England base rate.

12.19 If You do not make a payment due to Us by the due date for payment, We may:

- (a). Charge interest to you on the overdue amount at the rate of 3% a year above the Bank of England base lending rate from time to time.
- (b). Suspend the provision of Goods and Services
- (c). Recover from You Our reasonable costs (including reasonable legal and debt recovery costs) associated with any recovery of Our fees or any other sums outstanding from You and
- (d). Charge an administration fee of £10.00 plus VAT in respect of late payments. You acknowledge that such administration cost is genuine to Us in attempting to recover outstanding sums.
- (e). However, if You dispute an invoice in good faith and contact Us to let Us know promptly after receiving an invoice that You dispute it, clause 12.13 will not apply for the period of this dispute.

12.20 We strongly recommend the use of animal and pet health/accident insurance to help you meet your payment obligations under these Terms. It will be Your responsibility to settle Your invoices with Us, and then make any appropriate claim with Your chosen insurers.

13. Our Liability to You

13.1 If We fail to comply with these Terms:-

- a) We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of these Terms or Our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by You and Us at the time we entered into this contract;
- b) & in any event in respect of our liability under clause 13.1 (a) above and to the greatest extent possible under the applicable law, We exclude and all liability for damages, claims, actions proceedings, awards, compensation, costs (including legal costs) expenses and all other losses and/or liabilities which exceed the amount covered by Our professional indemnity insurance (in respect of the relevant cover) from time to time. We can evidence a copy of Our insurance certificates on request.

13.2 If we are providing Services in Your property, We will make good any damage to Your property caused by Us in the course of providing Services. However, We are not responsible for the cost of repairing any pre-existing faults or damages to your property.

13.3 We only supply Goods and/or Services for domestic and private use. You agree not to use the Goods and Services for any commercial, business or re-sale 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 In certain circumstances, We may advise You of surgical and/or treatment side effect risk/s, and to counter these we may recommend pre-surgical tests to ascertain your animals susceptibility to a negative reaction to anaesthetic or other treatments. To the extent possible under the applicable law and except where our representatives are negligent, We exclude all liability arising from your failure to accept such pre-surgical tests.

13.5 We do not exclude or limit in any way Our liability for:-

- a) Death or personal injury to human beings caused by Our negligence or the negligence of Our employees, agents or subcontractors;
- b) Fraud or fraudulent misrepresentation;
- c) Breach of the terms implied by section 12 of the Sale of Goods Act 1979 nad by section 2 of the supply of Goods and Services Act 1982(title and quiet possession).
- d) Breach of terms implied by sections 13-15 of the Sale of Goods Act 1979 and sections 3-5 of the Supply of Goods Act 1982 (description, satisfactory quality, fitness for purpose and samples); and
- e) Defective products under the Consumer Protection Act 1987.

14. Your rights to cancel

14.1 Before We begin to provide Services or deliver Goods You have the following rights to cancel an order for Goods or Services, including where You choose to do so because We are affected by an Event Beyond the Control of Waterside Vets Ltd (section 8) or We change these Terms under clause 10.2 to your material disadvantage:-

- (a). You may cancel any order for Goods and/or Services before you collect the Goods or the start date for the Services by contacting Us. We will confirm your cancellation in writing to You.
- (b). If You cancel an order under clause 14.1 (a) and You have made any payment in advance for Services that have not been provided to you, or Goods that have not been made available for your collection to You, We will refund these amounts to You.
- (c). However, if you cancel an order for Services and/or Goods under clause 14.1 (a) and We have already started work on Your Order by that time, you will pay Us any costs We reasonably incurred in starting to fulfil the engagement (including obligations to third party organisations and companies), and this charge will be deducted from any refund that is due to You or, if no refund is due to You, the charge will be invoiced to You. We will tell you what these costs are when You contact Us. However, where You have cancelled an engagement because of Our failure to comply with these Terms (except where We have been affected by an Event Beyond the Control of Waterside Vets Ltd), you do not have to make any payment to Us.

14.2 Once We have begun to provide Services to You, You may cancel the contract for the Services at any time by providing Us with at least 24 (twenty four) hours notice – this notice to be given during normal working hours. Any advance payment You have made for Services that have not been provided will be refunded to You.

14.3 Once We have begun to provide the Servies to You, You may cancel the contract for Services with immediate effect by giving Us written notice if:-

- (a). We break this contract in any material way and We don not correct or fix the situation within fourteen (14) calendar days of You asking in writing;
- (b). We go into liquidation, or a receiver or an administrator is appointed over Our assets
- (c). We change these Terms under clause 10.2 to Your material disadvantage
- (d). We are affected by an Event Beyond the Control of Waterside Vets Ltd.

15. Our rights to cancel

15.1 If We have to cancel an order for Services and/or Goods before the Service start or the Goods are collected by You:-

- (a). We may have to cancel the Services and/or Goods before the start date for Service or before the Goods are collected due to an Event Beyond the Control of Waterside Vets or the unavailability of stock or (in the case of Services) key personnel or key materials without which We cannot provide the Services. We will contact You promptly if this happens.
- (b). If We have to cancel an engagement for Services and/or Goods under clause 15.1 (a) and You have made any payment in advance for Services and/or Goods that have not been provided to you, We will refund these amounts to You.
- (c). Where We have already started work to provide You with Services and/or Goods by the time We have to cancel under clause 15.1 (a), We will not charge You anything and You will not have to make payment to Us.

15.2 Once We have begun to provide Services and/or Goods to You, We may cancel the contract for Services and/or Goods at any time by providing You with at least twenty four (24) hours notice in writing. If You have made payment in advance for Services that have not been provided to You, We will refund these amounts to you.

15.3 We may cancel the contract for Services and/or Goods (where applicable) at any time with immediate effect by giving You written notice if:-

- (a). You do not pay Us when You are supposed to as set out in section 12. This does not affect Our right to charge You interest under clause 12.13
- (b). You break the contract in any other material way and You do not correct or fix the situation within seven (7) days of Us asking you in writing.

16. Consent for procedures

16.1 Written, signed, consent for procedures is required in all cases of animal admission to Our practice.

16.2 It is Your obligation to read everything on the consent form and signing the consent form is taken as indication that You agree with everything on the consent form.

16.3 You understand that the estimate for charges on the consent form is an estimate – not a quotation – and is subject to change as the case evolves. We will contact You by telephone if the Services and/or Goods that You have consented to need to change in any material way. This does not include minor changes to estimate for charges such as changing the dose of a drug or a treatment if deemed appropriate by our staff.

16.4 At times our veterinary surgeons may prescribe treatments, especially drugs, that are not licenced for use in a particular species or in a particular situation or for a particular condition. Drugs prescribed in this way are prescribed under the Cascade System for Use in Veterinary Medicines. This is a risk-based decision tree to help Veterinary Surgeons decide which drugs and/or treatments to prescribe when there is no authorised veterinary medicine available or an alternative medicine is deemed more appropriate. You will be informed of the use of off-licenced medicines when used in these situations. You may be required to sign a consent form or declaration form in these cases.

17. Ownership of clinical records including diagnostic images

17.1 Case records are owned by us. Case records including radiographs, photographs and similar documents are the property of, and will be retained by us.

17.2 Copies with a summary of the history can be passed on request to another veterinary surgeon taking over the case if needed on your request.

17.3 The care given to your pet may involve making some specific investigations, for example taking radiographs or performing ultrasound scans. Even though we make a charge for carrying out these investigations and interpreting their results, ownership of the resulting record, for example a radiograph, photograph or video, remains with us.

18. Animal or pet insurance

18.1 We strongly support the principle of insuring your pet against unexpected illness or accidents.

18.2 For some insurers and in some instances, we can submit claims directly to your insurers (for which a fee will be payable) (a direct claim). This is done purely at the discretion of the directors of Waterside Vets Ltd. We reserve the right to refuse a direct claim.

18.3 For indirect claims, you will be responsible for settling your account in the normal way directly with us at the time of treatment. If you require information from us as part of your claim, we will provide reasonable assistance as soon as we are able to. We reserve the right to charge a reasonable fee for assistance provided for indirect claims.

18.4 Where the directors have agreed to a direct claim for your pet insurance, it is important to understand that if, having carried out careful checks with you and your insurers, we decide that we are prepared to undertake a direct claim for the treatment of your pet, this is not a guarantee that your insurers will settle your claim. Any anticipated shortfall in the cost of treatment that is not covered by your insurance company will be payable by you to us at the time of making the first direct claim. Any additional shortfall that is owing after a claim has been settled will also be payable by you to us. Please be aware that it remains your responsibility to settle your account within thirty (30) days of treatment, if we have not received payment from your insurance company, for any reason, within that time period.

18.5 You agree that your personal information or any other information that may be relevant to either an indirect or direct claim may be shared with your insurers, in order for your claim to be administered.

19. Referrals, second opinions and peripatetic care

19.1 On some occasions it may be necessary to refer your pet to another veterinary surgeon. This is normally only necessary if your pet's condition requires specialist knowledge or facilities that are not available at Waterside Vets.

19.2 The receiving veterinary surgeon or referral practice will charge You directly for Services and/or Goods provided by them. Waterside Vets Ltd has no liability for or control over these charges. We will inform You of the estimate for Services and/or Goods provided by the referring veterinary surgeon or hospital.