

Please read the following important terms and conditions before you seek treatment of your animal or buy anything from us and check that they contain everything which you want and nothing that you are not willing to agree to.

1. INTRODUCTION

1.1 In these terms and conditions:

1.1.1 **"We", "us", or "our"** means Linnaeus Veterinary Limited (company number 10790375) whose registered office is at Friars Gate, 1011 Stratford Road, Shirley, West Midlands, United Kingdom, B90 4BN;

1.1.2 **"You" or "your"** means the person seeking veterinary services for an Animal or wishes to buy products from us; and

1.1.3 **"Animal"** means the animal in respect of which we are providing veterinary services, which may include large and small animals and those that are kept as pets as well as working animals.

1.2 Where you book an appointment with us online or visit our practice we will require you to confirm your agreement with these terms. Once you have agreed to the terms they will form the contract between us (the "**contract**") and it will apply to all future goods and services you purchase from us.

1.3 We may update these terms from time to time in which case we will ask you to agree to the updated terms.

1.4 Thank you for entrusting the care and attention of your Animal to us. Some aspects of the contract may not be relevant to you and we request that you ask for further explanation/clarification if required, including if you would like this contract in another format (for example, audio, large print, or braille).

1.5 You may contact us at the practice or by email to customer.service@linnaeusgroup.co.uk or by writing to us at Customer Service, Linnaeus Group, Friars Gate, 1011 Stratford Road, Shirley, West Midlands, B90 4BN.

1.6 This contract binds you in respect of all goods and services delivered by us to you including veterinary services for your Animal. If you purchase goods and/or services from us, you agree to be legally bound by this contract.

1.7 This contract contains our general terms. There may be other terms applicable to competitions, prizes, our pet health care plan, and any other services we offer. Where this is the case the specific terms will also apply.

1.8 Please be aware that the health and welfare of your Animal is our primary concern and responsibility. Our policies have been developed to care for your Animal whilst complying with the codes of practice determined by the Royal College of Veterinary Surgeons, the Veterinary Medicines Directorate, the Health and Safety Executive, Environmental Health Departments and the Financial Conduct Authority.

2. REGISTRATION AND YOUR PERSONAL INFORMATION

2.1 It is essential for us to maintain accurate records of our customers and their Animals. In order to do this we will periodically ask you to confirm the details we hold for you. Up-to-date contact details are particularly important. If your details change at any point, please inform us so we may ensure our database is as up to date as possible.

2.2 We may contact you either by letter, phone, text or electronic means in order to advise you of outstanding accounts, reminders of your Animal's preventative health care treatments and any marketing offers that might be of benefit to you or your Animal. Please tell reception if you wish no contact to be made or make your selection clear when you are asked online. However please be aware that this will remove the ability for us to send vaccination reminders.

2.3 Our "**Privacy Policy**" is available at <https://www.mars.com/privacy>

2.4 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

3. TELEPHONE RECORDING

Please note that all of our calls both incoming and outgoing are recorded for training and monitoring purposes.

4. OUR SERVICES

4.1 All veterinary services provided by us are supplied by suitably qualified staff, taking into account the nature of the services to be supplied in each instance. We will always carry out the services with reasonable care and skill.

4.2 We reserve the right to provide any veterinary services at our discretion.

4.3 We will carry out the veterinary services by the time or within the period which you and we agree. If you and we have agreed no time or period, this will be within a reasonable time.

4.4 Our carrying out of any veterinary services under this contract might be affected by events beyond our reasonable control. If so, there might be a delay before we can provide the services or we may have to cancel providing services completely until we notify you otherwise, but we will try to provide the services as soon as those events have been fixed. Examples of events which might be beyond our reasonable control include where additional services are required above those agreed from the outset.

Appointments and Consultations

4.5 You and your Animal(s) are attended to by veterinary surgeons and nurses during consulting hours by appointment. Appointments are available in the morning, afternoon, and early evening at times which vary according to the day of the week. Please see our opening hours for further details.

4.6 A treatment plan for the supply of veterinary services will normally be agreed with you following an initial consultation and in advance of any further treatment. We may not be able to prepare a treatment plan in some circumstances e.g. in an emergency.

4.7 In an emergency, we reserve the right to provide veterinary services as are reasonably necessary, in our professional judgement, without your agreement of a treatment plan.

Out of Hours

4.8 We will offer Animal care 24/7 either ourselves, through our other practices, or through our third party partners.

4.9 Where we are able to offer an out of hours or other emergency care ourselves, a higher fee than usual may apply. This is particularly the case when urgent cases are seen out of hours. Higher fees may also be applied on weekend emergency appointments.

4.10 Where we do not offer out of hours or emergency care ourselves, we will either arrange another of our practices to provide this service for you or refer you to a third party provider to provide these services. Where services are provided by another of our practices or our third party providers, higher fees may apply than if we carried out the services ourselves.

Overnight Stays

- 4.11 Where your Animal requires an overnight stay we will discuss this with you in advance. We understand that different levels of care are needed in differing circumstances and we will discuss with you where your Animal will stay, the cost, monitoring requirements, pain relief and other medical requirements as well as emotional requirements of your Animal. Please ask for a copy of our policy on overnight care for further details.
- 4.12 As with the out of hours care, overnight stays may lead to higher costs. Where we are not able to provide this service ourselves, we will always ensure that another of our practices or a third party provider is able to offer this service for your Animal.

House Visits

- 4.13 In special circumstance we can arrange a house visit to treat your Animal, however, sometimes we may request that you bring your Animal to the surgery if we feel this will be in the Animal's best interest (e.g. because we will have access to on site equipment). A house visit will only be available with prior arrangement between us and you.
- 4.14 House visits will incur an additional fee.

5. GOODS ORDERED

- 5.1 When you decide to place an order for goods with us, this is when you offer to buy such goods from us.
- 5.2 We may contact you to say that we do not accept your order. If we do this, we will try to tell you promptly why we do not accept your order e.g. because we do not have the goods in stock, including medication, available or because we are unable to sell them to you.
- 5.3 Any goods that we supply to you will be:
- 5.3.1 of satisfactory quality; and
 - 5.3.2 fit for the purpose as expressly agreed by the veterinary surgeon providing the veterinary services under this contract,
- and must only be used in accordance with the instructions supplied with them including within the packaging of the goods and as directed by the veterinary surgeon providing any veterinary services relating to the same.
- 5.4 If we cannot supply certain goods we may need to substitute them with alternative goods of equal or better standard and value. In this case:
- 5.4.1 we will let you know if we intend to do this but this may not always be possible; and
 - 5.4.2 you can refuse to accept such substitutes, in which case we will offer you a refund or a replacement and let you know how long such an offer remains open for.[]
- 5.5 If there is something wrong with the goods or services provided to you under this contract, please contact us using the contact details at the top of this page. You may ask:
- 5.5.1 us to replace the goods;
 - 5.5.2 us to repeat the services;
 - 5.5.3 for a price reduction; or
 - 5.5.4 to reject the goods or services (or both) we have provided to you under this contract,

and we will discuss this with you in good faith and ensure that your matter is resolved in accordance with your legal rights.

Re-stocking

- 5.6 A re-stocking fee may be charged if goods ordered by you, for example repeat prescriptions, are not collected within a reasonable time. A higher re-stocking fee may be applied for special orders which are not collected. The full retail price will be charged for uncollected special-order goods in addition to a re-stocking fee.

6. FEES AND PAYMENT

- 6.1 For certain goods and services we may be able to offer a fixed price but due to the nature of veterinary services it may be that we are only able to provide an estimate in advance for some services.
- 6.2 Where an estimate is provided, this will be based on our best calculation, from our experience, of how much the course of treatment will cost. Please bear in mind that any estimate given can only be approximate and is not binding – often an Animal's illness will not follow a conventional course and there is a certain amount of unpredictability. We will try to contact you on the contact numbers you have given us if we believe the treatment costs are going to exceed the estimated costs however if you are not contactable we will treat your Animal as is necessary for the prevention of pain or suffering.
- 6.3 When we come to charge you for the goods and services provided when we have previously only provided an estimate, we will charge you for our veterinary services based on the time and skill level required for the services actually provided. We also charge according to the medicines, materials, and consumables used.
- 6.4 Our charges may be based on the allocation of appointments, or/and the consultation process, with or without an Animal present. We may also charge you fees for missed appointments where these have been pre-booked including for operations and consultations.
- 6.5 All fees charged to you are inclusive of VAT at the current rate.
- 6.6 Our fees may be adjusted annually and we will notify you of such an adjustment.
- 6.7 We will invoice you and your account is due for settlement at the end of the consultation, the discharge of your Animal, or upon collection of medicines/diets, as applicable. You may request a detailed and itemised breakdown for your invoice.
- 6.8 You acknowledge and agree that if you are the registered owner of the Animal according to our records, you are liable for any fees incurred in the diagnosis and treatment of your Animal even if your Animal is brought to us on your behalf by a relative, friend, or agent or otherwise by a third party. We will endeavour to obtain written confirmation from the relative, friend, or agent who has brought your Animal to us that they have your consent in respect of the treatment to be provided to your Animal. However you acknowledge that this may not always be possible. Regardless of this, you agree to be liable in respect of any such fees incurred in the diagnosis and treatment of your Animal.
- 6.9 Please do keep us updated if the registered owner of your Animal changes so that we can keep our records up to date. If you have not updated us prior to charges being incurred under these terms, we may approach the registered owner on our system for payment.
- 6.10 We accept cash and the following credit cards and debit cards: Switch, Solo, MasterCard, Amex, Visa, and Delta. In some cases we may accept relevant vouchers that are valid and in date. We do not accept cheques.
- 6.11 Any credit or debit card payment not honoured and any cash tendered that is found to be counterfeit will result in the original account being restored to the original sum with further charges added in respect of bank charges and administration costs together with interest on the invoice amount.

7. LATE PAYMENT

- 7.1 If, for any reason, you are unable to settle your account as specified, we ask you to discuss the matter as soon as possible with a member of our staff.
- 7.2 Should your invoice not be paid and your account not be settled on the date payment is incurred then a reminder will be sent to you with an additional accounting charge added in respect of the administrative costs incurred. Should it be necessary for further reminders to be sent, further administrative costs will be incurred. These however, may be deducted at our discretion if payment is made promptly.
- 7.3 After due notice to you, overdue accounts may be referred to our debt collection department or an external agency and further charges may be levied in respect of costs incurred in collecting the debt. This can include production of reports, correspondence, courts fees, attendance at court, phone calls, and home visits.

8. ANIMAL INSURANCE

- 8.1 We strongly support the principle of insuring your Animal against unexpected illness or accidents. For some insurers and in some instances we are able to submit claims directly to your insurers and in other instances you will have to deal with your insurers directly.
- 8.2 Where we are dealing directly with your insurer, please be aware that it remains your responsibility to settle your account within thirty (30) days, if we have not received payment from your insurance company.
- 8.3 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 the claim has been settled will also be payable by you to us at that time. It is important to appreciate 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 Animal, this is not a guarantee that your insurers will settle your claim, and if they fail to do so, this will result in a shortfall for which you will be liable to pay us in full.
- 8.4 Where you deal with your insurer directly, 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 all reasonable assistance as soon as we are able to.

9. PRESCRIPTIONS

- 9.1 All medication prescribed by our vets is available to be dispensed directly from our surgeries at the time of your appointment in accordance with the Royal College of Veterinary Surgeons and Veterinary Medicines Directorate Guidelines. All Prescription Only Medication (POM-V) is dispensed under the authority of the veterinary surgeon treating your Animal.
- 9.2 Prices (inclusive of VAT) of any medication prescribed for your Animal are available upon request.
- 9.3 Written prescriptions for veterinary medicines are available upon request. These can only be authorised by our veterinary surgeons and are restricted to animals under their care. The fee for this service covers the professional service of your vet in authorising appropriate medication, dosage advice, and maintaining the required accurate pharmacy records for your Animal.
- 9.4 Our repeat prescription service for Animals on long term medication allows you to re-order medication and/or written prescriptions over the phone and/or online. In compliance with the Royal College of Veterinary Surgeons best practice guidelines, we do insist that your Animal is examined by your vet every six months (or more frequently should the recommendation for the use of a specific medication require it) and that any recommended diagnostic tests associated with monitoring the efficacy and/or side effects of the drug are completed. We will advise you when these are due. Some flea and worm medication or POM-V medication used for preventative healthcare may also require that we check your Animal's health annually before supply.

9.5 It is practice policy to limit the amount of any Prescription Only Medication (POM-V) to that which our veterinary surgeons reasonably consider is required. For some POM-Vs we may be able to supply six (6) months' treatment whereas for others it may be much less. Please discuss with us our policies in respect of individual POM-Vs if you are looking to use this service.

9.6 Medication posted to clients will be sent by recorded delivery and subject to a post and packing charge, which will be added to your account.

10. VACCINATION REMINDERS

10.1 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.

10.2 Unless you have requested that we do not contact you under paragraph 2.2, we will endeavour to remind you of when 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.

11. CONSENT

11.1 Written signed consent for procedures is required in all cases of admission to our practice and/or hospital and we will endeavour to discuss alterations prior to action being taken or other services being provided.

11.2 Consent is also required for the use of medications in species for which they were not licensed e.g. rabbits and rodents. In this case a lifetime consent form will be provided to allow this to be done without asking for specific permission in each and every separate case. This is required as the majority of veterinary drugs are not licensed for use in small mammals, reptiles, birds, fish, amphibians and invertebrates. In some instances we may also suggest human alternative medicines which are not licensed for use in Animals but have proven activity and in such circumstances we will obtain your consent in advance. In all circumstances where licences are not available for the use of medicines with specific Animals, we must use drugs which have a proven activity and efficiency despite a lack of licence.

12. FEEDBACK, STANDARDS, AND COMPLAINTS

12.1 We appreciate your feedback, it helps us to deliver our commitment to excellence, for you and your pet. If you have any questions or feedback for us please speak to one of the Practice team.

12.2 We are committed to providing a high standard of service and care. We realise, however, that things can go wrong and there may be occasions when you feel your expectations were not met. We hope that you will give us a chance to put things right. Most problems can be sorted out easily and quickly, often at the time they arise. If your problem cannot be sorted out in this way, and you wish to make a formal complaint, we would like you to let us know in writing within 3 months of the incident that is the subject of the complaint as it is easier to investigate and resolve complaints regarding recent rather than historic incidents. This does not affect your ability to make a claim in respect of defective goods or services at law either under the Consumer Rights Act 2015 or otherwise or in instances where you believe there has been professional negligence or misconduct. Please do let us know as soon as you are able to about any issue you may have.

12.3 We want to avoid you feeling any unnecessary distress or frustration – however, most issues can be resolved informally, we would welcome the opportunity to discuss any concerns with you. Please speak to a member of the Practice team as soon as possible. We commit to:

12.3.1 Listen;

12.3.2 Fully investigate;

12.3.3 Bring the right people together to respond to your questions and concerns;

- 12.3.4 Keep you updated, and come back to you when we say we will; and
- 12.3.5 Learn from discussions to make sure we continually improve the quality of our service.

12.4 If you feel that you need to raise a formal complaint:

- 12.4.1 Please put your concerns in writing;
- 12.4.2 Include a factual summary of events that have led to this point;
- 12.4.3 Let us know what your expectation is for resolution; and
- 12.4.4 Let us know how you would like us to keep you updated.

The process we will follow is:

- 12.4.5 Your complaint will be passed to our Complaints Manager who will provide an acknowledgement within 2 working days (Mon – Fri).
- 12.4.6 We'll engage all appropriate people and investigate thoroughly.
- 12.4.7 We'll aim to respond to you within 7 working days (Mon – Fri) of this acknowledgement. If we can't achieve that, we'll be in touch to set an expectation on timescales.
- 12.4.8 We'll arrange a telephone call or meeting with you to discuss the findings, so we can add context and discuss any subsequent questions. However, if you require a written response please let us know and we'll arrange that.

12.5 If you remain unhappy with the outcome, the Veterinary Client Mediation Service (VCMS) offers a free of charge service that may be able to help. You can find more information at <https://www.vetmediation.co.uk/clients> VCMS can help you if your concern relates to the service you have received from your veterinary practice, the fees you have been charged or negligence. Negligence is the failure of staff to act in the way expected of similarly qualified professionals in those circumstances, i.e. their performance is short of the expected standards. You can learn more about negligence at <https://www.rcvs.org.uk/document-library/a-note-on-negligence/> If discussions with your veterinary practice have not led to the apology, further treatment or financial conclusion you feel is necessitated by the situation, you can contact VCMS at; Tel: 0345 040 5834, Email: enquiries@vetmediation.co.uk

12.6 The Royal College of Veterinary Surgeons (RCVS) can only deal with the most serious concerns that relate to a vet or vet nurse's professional conduct. This includes very poor professional performance which falls far short of the standards set out in the RCVS Code of Professional Conduct. These serious shortfalls can affect a vet / vet nurse's ability to practise. If you think your concern is for the RCVS you can contact them on 020 7202 0789 or fill in their short enquiry form at <https://animalowners.rcvs.org.uk/concerns/>

13. OWNERSHIP OF CLINICAL RECORDS AND DIAGNOSTIC IMAGES

- 13.1 Case records including radiographs, photographs and similar documents are the property of, and will be retained by us. 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.
- 13.2 The care given to your Animal 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.

14. REFERRALS AND SECOND OPINIONS

- 14.1 On some occasions it may be necessary to refer your Animal to another veterinary surgeon. This is normally only necessary if your Animal's condition requires specialist knowledge or facilities that are

not available in our practice. By way of example, this sometimes happens for orthopaedic and neurological cases which require MRI facilities. We do not charge a referral fee in such instances but the receiving vet will charge directly for the services provided by them.

- 14.2 Second opinion appointments can be requested either to see another veterinary surgeon within our practice or to another veterinary practice. These are sometimes requested if a client wishes to confirm a diagnosis or obtain a different veterinary opinion. In all cases we will on request provide a full clinical history to the requesting veterinary surgeon or the client, but not both.

15. LIMITS ON OUR RESPONSIBILITY TO YOU

- 15.1 Except for any legal responsibility that we cannot exclude in law (such as for death of a person or personal injury caused by our negligence) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

15.1.1 losses that:

- (a) were not foreseeable to you and us when the contract was formed. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process; or
- (b) that were not caused by any breach on our part of this contract;

15.1.2 business losses; and

15.1.3 losses to non-consumers.

- 15.2 Subject to clause 15.1 above, our liability to you will be limited to an amount equal to the value of the goods and services provided by us under this contract.

16. END OF THE CONTRACT

If this contract is ended it will not affect our right to receive any money which you owe to us under it.

17. GENERAL

- 17.1 No one other than a party to this contract has any right to enforce any term of this contract.
- 17.2 No addition or variation of this contract will bind us unless it is specifically mutually agreed in writing.
- 17.3 If any provision of this contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity, and enforceability of the other provisions of this contract between us and you will not be affected.
- 17.4 If you want to take court proceedings, the courts of England shall have exclusive jurisdiction, except where you live in another part of the United Kingdom and in such instances, you may make a claim in the courts of the country in which you reside.
- 17.5 The laws of England and Wales will apply to this contract.