

Terms & Conditions for Equine Clients (Consumers and Businesses)

1 Terms

- 1.1 These are the terms and conditions on which we supply our products and/or services to you.
- 1.2 We do not give business clients all the same rights as consumers. Business clients can not cancel their orders, they have different rights where there is a problem with a product and / or service and we do not compensate them in the same way for losses caused by us or our products and / or services. Where a term applies just to businesses or just to consumers, this is clearly stated. You are a business client if you are buying products and / or services wholly or mainly for use in connection with your trade, business, craft or profession, even if you are an individual.
- 1.3 If you are a business client these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in these terms and that you have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these terms.
- 1.4 Please read these terms carefully before you register any Equine animal with us and submit your order to us. These terms tell you who we are, how we will provide products and services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.
- 1.5 **Terminology.** All references in these terms to our "*typical consulting hours*", "*out of hours*" times, or any "*visit fee*", "*initial consultation fee*" and/or "*hourly rate*" refer to the times and price structures communicated to you by us at the time you place an order or at an appropriate alternative time by a member of our team. Each "*visit fee*", "*vetting fee*" or "*referral fee*" is calculated as communicated to you by us at the time you place an order (or at an appropriate alternative time by a member of our team). Each "*initial consultation fee*" refers to the basic fee charged to you for the initial part of an Appointment, or Site Visit (see clause 4 below).
- 1.6 All references in these terms to:
"Equine" means any horse or other member of the horse family which (acting reasonably) we are willing to treat.

2 Information about us and how to contact us

- 2.1 We are Three Counties Equine Hospital, of Stratford Bridge, Ripple, Tewkesbury, Gloucestershire, GL20 6HE. Our contact details are as provided at the time we accept your order, or as may otherwise be updated from time to time on our website.
- 2.2 If we have to contact you we will do so by telephone, or by message or by writing to you at the email address or postal address you provide to us.
- 2.3 "**Writing**" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3 Contract

- 3.1 Any estimate from us is valid for 28 days starting with the date on which we communicate it to you. An estimate will be provided in writing and will indicate the probable costs of services and/or products required in order to pursue a course of treatment or surgical procedure. It is only indicative and should not be regarded as a fixed price. Additional costs which cannot be predicted at the outset may occur as treatments progress.
- 3.2 You place an order with us:
 - 3.2.1 in respect of services, when you book:
 - (i) an appointment with a member of our team at our premises (an "**Appointment**");
 - (ii) a site visit requiring at least one member of our team to attend at premises which are not our premises (a "**Site Visit**");
 - (iii) a pre purchase examination ("**Vetting**"); or
 - (iv) are referred to us by a third party ("**Referral**")
 - 3.2.2 When you request:
 - (i) emergency services from us; or
 - (ii) the supply of another service from us; and
 - 3.2.3 in respect of products, when you ask us to supply the products to you.
- 3.3 Our acceptance of your order will take place:

- 3.3.1 if you place an order over the telephone either by call or message or online, when we email you to accept it or a member of our team otherwise indicates that we accept your order; or
- 3.3.2 if you place an order in person at our premises, or during a Site Visit, when a member of our team agrees to it, at which point a contract will come into existence between you and us.
- 3.4 If we are unable to accept your order, we will inform you of this as soon as reasonably practicable and will not charge you for the service or the product.

4 Services

- 4.1 When you order services from us in relation to your animal, you agree to pay:
 - 4.1.1 the relevant initial consultation fee and any applicable surcharge, including but not limited to those indicated by us in relation to Equine animals in respect of an Appointment; or
 - 4.1.2 the relevant initial consultation fee, visit fee, and any applicable surcharge, including but not limited to those indicated by us in relation to Equine animals (and in particular those calculated according to the relevant standard hourly rate), per member of our team due to attend, in respect of any Site Visit;
 - 4.1.3 the relevant fee and any applicable surcharge, including but not limited to those indicated by us in relation to Equine animals in respect of a Vetting; or
 - 4.1.4 the relevant fee and any applicable surcharge, including but not limited to those indicated by us in relation to Equine animals in respect of a Referral; or
 - 4.1.5 the relevant price for the service agreed between you and us, and/or charged to us in relation to any out of hours services provided to you by a third party in accordance with clause 14 of these terms.
- 4.2 If you cancel an Appointment or a Site Visit less than one (1) business day (i.e. any day which is not on a weekend or a public or bank holiday in England and Wales) before its scheduled date, you agree to pay the relevant initial consultation fee and/or any applicable visit fee indicated by us in relation to Equine animals.
- 4.3 If your Appointment, Site Visit, Referral or Vetting leads to further products and services being recommended it will be treated as a new order for the purposes of clause 3.2 of these terms.

5 Products

- 5.1 We stock a range of products for all Equine animals we treat. We cannot guarantee that we will have any specific product in stock at any given time.
- 5.2 When you order products from us, you agree to pay to us:
 - 5.2.1 the price quoted in any relevant estimate (as described in clause 3.1) from us; and
 - 5.2.2 any other relevant prices we communicate to you before you purchase the products.

6 Delivery

- 6.1 If our supply of any products is delayed by an event outside our control, then we will contact you as soon as practicable to let you know and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for such delay, but if there is a substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.
- 6.2 You agree to collect the products from our premises at any time during our typical consulting hours. If you do not collect the products from us as arranged we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange collection we may end the contract, charge you for the products (if they are not resaleable) and clause 22.2 or clause 22.5 will apply.
- 6.3 We (or any carrier we may engage) will deliver the products specified in your order to such location as you and we may agree. The costs of delivery will be communicated to you before any such delivery is arranged. We will contact you with an estimated delivery date, which will be within thirty (30) days of the date on which we accept your order, unless otherwise indicated by a member of our team.
- 6.4 If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we (or any carrier we may engage) will leave you a note informing you of how

to rearrange delivery or collect the products from a local depot (or, as required, our premises).

- 6.5 If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot (or, as required, our premises) we (or any carrier we may engage) will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection, we may end the contract and clause 22.2 will apply. If, as a result of any failure to re-arrange delivery, any products due to be delivered pass their expiry date, we will not be obliged to source and provide replacement products (though we may, at our discretion, agree to do so). We will not in any circumstances be liable where such replacement products cannot be sourced, and we may end the contract and clause 22.2 will apply.
- 6.6 The products will be your responsibility from the time you collect them from us, or from the time we deliver (or our carrier delivers) the product to the address you gave to us.
- 6.7 You own the products from the later of: when you become responsible for them under clause 6.6; and when we have received payment for them in full.
- 6.8 We may have to suspend the supply of products to:
- 6.8.1 deal with technical problems or make minor technical changes; and/or
- 6.8.2 update the products to reflect changes in relevant laws and regulatory requirements.
- 6.9 We will contact you in advance to tell you if we will be suspending supply of the relevant product, unless the problem is urgent or an emergency. If we have to suspend supply of any product, we will do what we can to provide a suitable alternative product. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than fourteen (14) days and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.
- 6.10 If you do not pay us (see clause 8.3) for the products when you are supposed to and you still do not make payment within fourteen (14) days of us reminding you that payment is due, we may suspend supply of the products (and services if applicable) until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products and/or services. As well as suspension we can also charge you interest on your overdue payments (see clause 8.6).
- 6.11 We may provide the products in instalments, which shall be charged to and paid for by you separately. Each instalment shall constitute a separate order subject to these terms. Any defect in one instalment won't entitle you to cancel any other instalment.

7 Your obligations

- 7.1 You agree to:
- 7.1.1 co-operate with us, our team members and contractors in all matters relating to us providing the services and/or the products;
- 7.1.2 tell us about and ensure that we, our team members and contractors have access to all relevant or required site access guidelines, biosecurity requirements and hazards, and such other information and materials as we may reasonably require in order to access any premises for a Site Visit, and ensure that such information is complete and accurate;
- 7.1.3 provide us, our team members and contractors with access to your premises and other facilities (or where you don't control those premises and/or other facilities, ensure that such access is provided by the relevant party in control of those premises and/or other facilities) as is reasonably required to provide the services and/or the products;
- 7.1.4 provide us, our team members and contractors with all fully accurate information and materials (including information relating to the animal's medical history and, where necessary, authorisation to contact other veterinary surgeons to obtain that medical history) as may reasonably be required to supply the services and/or the products;
- 7.1.5 comply with any relevant guidelines in force in relation to the prevention of Covid-19, other diseases and illnesses;

7.1.6 ensure your premises (or any relevant premises) are prepared in such a manner that we can supply the services and/or the products;

7.1.7 comply with all applicable laws, including health and safety laws.

7.2 We may need certain information from you so that we can supply our services or products to you, for example, the information referred to at clause 7.1 of these terms. If so, this will be notified to you before or at the time you place your order. We will contact you to ask for this information and may request authorisation to contact other parties such as veterinary surgeons to obtain it. If you do not give us this information or do not provide such authorisation within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may:

7.2.1 end our contract (and clause 22.2 will apply); or

7.2.2 make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result.

7.3 We will not be responsible for supplying the services or products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it, or for any damages caused by you providing us with inaccurate information.

8 Price and payment

8.1 **All of our prices include VAT.** If the rate of VAT changes between your order date and the date we supply the services and/or products, we will adjust the rate of VAT that you pay, unless you have already paid for the services and/or products in full before the change in the rate of VAT takes effect.

8.2 It is always possible that, despite our best efforts, some of the services and/or products we sell may be incorrectly priced. Where the services' or products' correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.

8.3 We may accept payment by cash, credit and debit card, or, where we expressly agree in writing, by bank transfer in full and cleared funds to a bank account nominated in writing by us.

8.4 Subject to clause 8.4.1-8.4.6, all registered clients must pay for services and products at the time or immediately after they are received;

8.4.1 we reserve the right to request you pay a deposit when you register with us;

8.4.2 all Referral clients must pay a deposit as advised at the time of the Referral and pay for all services / products on discharge of the animal or following discharge on receipt of invoice;

8.4.3 all Vetting services must be paid for in advance of the Vetting Appointment;

8.4.4 all non-registered out of hours clients must pay in advance or at the time or immediately after they have received services / products;

8.4.5 we may request payment in full or part payment for the services and products prior to a Site Visit, and if payment is not received, we reserve the right to refuse to attend the Site Visit; and

8.4.6 Clients may apply for a short term monthly credit account under separate terms and conditions and subject to credit referencing checks. Further details on request.

8.5 For medicines and/or products containing a hygiene seal you must pay before or when you collect such products. For all other products you must pay:

8.5.1 before or when you collect them; or

8.5.2 where we expressly agree in writing to provide an invoice in relation to the relevant products, immediately following receipt of an invoice from us.

8.6 If you do not make any payment to us by any due date as set out under clause 8.3 of these terms we may charge interest to you on the overdue amount at the rate of up to four percent (4%) a year above the Bank of England's base rate from time to time but at up to four percent (4%) a year for any period when that base rate is below 0%. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

8.7 If you think an invoice is wrong please contact us promptly to let us know. Once the dispute is resolved we may charge you interest on correctly invoiced sums from the original due date.

9 Inability to pay

9.1 If, for any reason, you are unable to pay for any services and/or products pursuant to these terms, please discuss the matter with a member of our team as soon as possible and before any treatment or services take place or the collection of any products.

9.2 If you can't pay for services and/or products after we have provided them to you under these terms, we are allowed to instruct a third party debt collector to recover the relevant payment from you. You acknowledge and agree that, if requested by us, you shall pay all reasonable costs incurred by us in relation to such third party debt collectors.

10 Animal insurance

10.1 **Direct claims.** If you settle an animal insurance claim directly with your insurer, this does not transfer liability for fees incurred to us. If at any point an insurer refuses payment for a direct claim, you will still be fully liable for all costs incurred. The insurance policy is a private agreement between you and your insurer. We cannot be involved in disputes over non-payment of insurance claims. We allow 30 days from completion of an insurance claim form to receiving settlement. Should the insurer not settle within that time period, you may be required to settle the outstanding fees in full in accordance with clause 8 of these terms, including interest on late payment.

10.2 Where we complete and submit an insurance claim on your behalf, you must pay an administrative fee per claim [before the claim is submitted to the insurer].

11 Vaccination reminders

11.1 Whilst we may make reasonable efforts to send out reminders for vaccinations, **it is your responsibility to keep your animal's vaccinations, including those required to obtain and/or maintain animal passports and/or other travel documentation, up to date.** If you delay or fail to do so, and this causes us to restart a course of vaccinations, you will be responsible for any costs that are incurred in such regard.

12 Professional obligations

12.1 We confirm that we will provide all services and/or products in compliance with applicable laws and any regulatory requirements on us as a provider of professional veterinary medical services.

13 Medicines

13.1 A veterinary surgeon may prescribe prescription only Medicines only for animals under their care. A prescription may not be appropriate if your animal is an in-patient or immediate treatment is necessary. You will be informed, on request, of the price of any prescription for medicine(s) that may be prescribed for your animal(s) and agree to pay all such fees in accordance with clauses 5 and 8 above. You are requested to give us a minimum of three (3) business days' notice for repeat prescriptions.

13.2 We reserve the right, in our sole discretion, to refuse to provide prescription only medicines where you bring a written prescription to us completed by a veterinary surgeon who is not a member of our team and we are unable to sufficiently verify the genuineness of that prescription.

13.3 We cannot refund the cost of returned medicines. Unused medicines should be returned to us for safe disposal and we will charge for such disposal in accordance with clauses 4 and 8 above.

13.4 Where we supply products (including medicines and/or any products containing a hygiene seal) you may have additional manufacturer's warranties in respect of some products and we encourage you to consider those terms carefully and we may assist you in any reasonable arrangements to provide you with the benefit of any warranties made by a manufacturer of the products to us.

14 Typical consulting hours, emergencies and out of hours in-patient care

14.1 We may, subject to availability, provide Appointments and/or Site Visits during our typical consulting hours.

14.2 **Emergencies.** We will exercise reasonable efforts to expediently meet the needs of your animal should an emergency arise outside of our typical consulting hours. This may, where appropriate, include us sourcing out of hours care from third parties. Where out of hours services are provided by a third party

these terms shall apply to the provision of those services, unless the relevant third party provider requires you to enter into separate terms covering those services directly with that third party provider.

14.3 If you require veterinary assistance or guidance outside of our typical consulting hours, call us and you will be directed to our out of hours services. Where we provide any out of hours services, you agree to pay us the relevant out of hours initial consultation fee and any applicable visit fee and/or surcharge (including those calculated at the out of hours hourly rate). Additional charges will be incurred in respect of any further treatment.

14.4 If we accept your animal for hospitalisation at our premises overnight or over the weekend, the frequency of checks will be determined by the veterinary surgeon and other members of our team will then attend your animal as appropriate. If your animal is critically ill, continuous monitoring can be provided if deemed necessary. To the extent practicable, we will provide you with an estimate in respect of the fees for such inpatient care prior to that care commencing.

15 Second opinions and referrals

15.1 We will always ask for the details of your current veterinary surgeon if you ask us to see your animal to provide a second opinion. You consent to personal data such as your name and address/email address/telephone number being shared with your current veterinary surgeon to enable us to request your animal's medical history.

15.2 From time to time, including for the provision of out of hours services, we may suggest referral to a specialist and/or outside consultants for a consultation, investigations or a procedure. If you decide to proceed with the referral, you consent to us passing your contact details on to the referral centre or consultant so they can contact you to arrange a mutually convenient appointment. The referral centre or consultant will then notify us of the appointment date and we will arrange for the medical records and any test result, radiographs or similar to be sent to that referral centre or consultant in advance of the appointment.

16 Ownership of records

16.1 We may carry out investigations on your animal. If we do so we will own the resulting records at all times. You may view your animal's clinical notes on request, and we will endeavour to provide you with access to those notes within a reasonable time following such a request, subject to any applicable charges under clause 4.1 of these terms. Copies of our records may be passed on, by request, to another veterinary surgeon should the need arise.

16.2 We may use your animal's clinical information in an anonymised or pseudo-anonymised form, for activities including quality improvement, research and clinical audit. In this way, we aim to continually improve the care and services we give. Your animal's data will not be shared with third parties outside of our company group or any of our other veterinary practices.

17 Complaints and standards

17.1 We hope to ensure that you never have recourse to complain about the standards of service you receive from us. However, if you feel there is something you wish to raise, please contact a member of our team, who will address your concerns and may escalate it internally as is appropriate. If you are not satisfied with the outcome of this process you should direct your comments within twenty-eight (28) days in writing, to the address indicated on our website. An acknowledgement will be sent by return and then a period will elapse while the case is investigated, and reports collated from our team members involved. A reply in writing will follow, usually within twenty-eight (28) days although the period may be longer if our manager or the team members involved are temporarily unavailable or delayed.

17.2 **Standards.** We will not tolerate any aggressive, or abusive behaviour to any member of our team, consultant, student or other contractor or individual engaged by us, or any of our other clients, whether at our premises, during a Site Visit, online or on social media, or otherwise, at any time. If you behave in such a way you will be asked to leave our premises immediately and you may then be notified in writing that you must find alternative veterinary cover.

18 Your rights to make changes

18.1 If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 20).

19 Our rights to make changes

19.1 We may change the services and/or products:

19.1.1 to reflect changes in relevant laws and regulatory requirements; and

19.1.2 as notified to you at the time, to respond to any situation arising regarding your animal during an Appointment or a Site Visit.

19.2 We may make changes to these terms, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received. A new version of the terms will be posted on our website and will take effect immediately upon posting. If you place an Order after the new terms come into effect, you will be deemed to have indicated your agreement to be bound by those new terms under any new contract.

20 Your rights to end the contract

20.1 Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract.

20.1.1 If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see clause 23.

20.1.2 If you want to end the contract because of something we have done or have told you we are going to do, please refer to clause 20.2.

20.1.3 If you have just changed your mind about the product, please refer to clause 20.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any products.

20.1.4 In all other cases (if we are not at fault and there is no right to change your mind), please refer to clause 20.3.2(ii).

20.2 If you are ending a contract for a reason set out at clauses 20.2.1 to 20.2.4 below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

20.2.1 we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 19.2);

20.2.2 we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

20.2.3 there is a risk that supply of the products may be significantly delayed because of events outside our control; or

20.2.4 you have a legal right to end the contract because of something we have done wrong.

20.3 **FOR CONSUMER CLIENTS ONLY Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought away from our premises, over the telephone or online you have a legal right to change your mind within 14 days and receive a refund.

20.3.1 You do not have a right to change your mind in respect of:

(i) services, including but not limited to in house lab tests or third party lab services (with or without results) , once these have been completed, even if the cancellation period is still running;

(ii) medicines;

(iii) products sealed for health protection or hygiene purposes

(iv) products which are food or other items intended for current consumption; and

(v) any products which become mixed inseparably with other items after their delivery.

20.3.2 Where clause 20.3.1 of these terms doesn't apply, how long you have to change your mind depends on what you have ordered:

(i) **Have you bought services?** If so, subject to clause 4.2 of these terms, you have fourteen (14) days after the day we confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind (and in accordance with clause 4.1 of these terms).

(ii) **Have you bought products?** If so you have fourteen (14) days after the day you (or someone you nominate) collect the products (subject to clause 6.2 of these terms).

20.4 Even if we are not at fault and you do not have a right to change your mind (see clause 20.3), including where you buy products on our premises, you can still end the contract before it is completed but you may have to pay us compensation. A contract for products is completed when the product is collected and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) the amounts described at clauses 4 and/or Error: Reference source not found of these terms. To the extent that we agree to accept a return of any products you have collected, you agree to comply with clause 21.2.3.

21 CONSUMER CLIENTS ONLY – TERMINATION BY YOU (including if you have changed your mind)

21.1 To end the contract with us, please let us know by doing one of the following:

21.1.1 **Phone or email.** Call or email us on the number and email address provided at the time we accept your order, or as may otherwise be updated from time to time on our website. Please provide your name, home address, details of the order and, where available, your phone number and email address.

21.1.2 **By post.** Print off the cancellation form below and post it to us at the address on the form. Or simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address.

21.2 Returning products after ending the contract.

21.2.1 If you end the contract by exercising your right to change your mind in accordance with clause 20.3, after products have been collected by or delivered to you, you must return them to us within 14 days of telling us you wish to end the contract.

21.2.2 If you are ending the contract because we have told you of an upcoming change to the products or these terms, an error in pricing or description, a delay due to events outside our control or because you are exercising your legal rights to end the contract because of something we have done wrong then we will pay the costs of return in accordance with clause 21.3. You must either return the products in person to where you bought them, or post them back to us at the address provided at the time we accept your order, or as may otherwise be updated from time to time on our website (unless we otherwise agree to collect the relevant products from you). Please call or email us for a return label. Please note that we do not accept returns of any medicines or products containing a hygiene seal, as detailed further by clause Error: Reference source not found

21.2.3 In all other circumstances you must pay the full costs of the return of any products.

21.3 We will pay the reasonable, direct costs of return postage (or otherwise arrange to collect the relevant products from you):

21.3.1 if the products are faulty or misdescribed; or

21.3.2 if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances you must pay the costs of return.

21.4 We will refund you the price you paid for the products by the method you used for payment. However, we may make deductions from the price, as described below.

21.5 If you are exercising your right to change your mind:

21.5.1 We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the products, if this has been caused by your handling them in a way which would not be permitted at our premises. If we refund you the price paid before we are able to inspect the products and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

21.5.2 Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

21.6 We will make any refunds due to you as soon as is reasonably possible. If you are exercising your right to change your mind then:

21.6.1 If the products are products (excluding medicines), your refund will be made within fourteen (14) days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us.

21.6.2 In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

22 CONSUMER CLIENTS ONLY - TERMINATION BY US

22.1 We may end the contract for a product at any time by writing to you if:

22.1.1 you do not make any payment to us when it is due and you still do not make payment within fourteen (14) days of us reminding you that payment is due;

22.1.2 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 products, for example, your animal's medical history;

22.1.3 you do not act in accordance with clause 7 of these terms;

22.1.4 you do not, within a reasonable time, collect the products (or any part of them) from us;

22.1.5 you act in breach of clause 17.2 of these terms; or

22.1.6 there is an irremediable breakdown in trust between you and us such that, in our reasonable opinion, our ongoing provider-client relationship becomes untenable.

22.2 If we end the contract in the situations set out in clause 22.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge reasonable compensation for the net costs we will incur as a result of your breaking the contract.

22.3 If we end the contract in the situations set out in clause 22.1, you must pay all fees outstanding under clause Error: Reference source not found of these terms without delay.

22.4 If we end the contract in the situations set out in clause 22.1, you agree to return, at no cost to us, all products provided to you under clause Error: Reference source not found of these terms which you have not paid for.

22.5 BUSINESS CLIENTS ONLY – TERMINATION

22.5.1 Without affecting any other right or remedy available to it, the Practice may terminate the Contract with immediate effect without cause or liability to the business client.

22.5.2 The business client may terminate the Contract by giving twenty-eight (28) days' written notice to the Practice.

22.5.3 On termination of the Contract the business client shall immediately pay to the Practice all of the Practice's outstanding unpaid invoices and interest and, in respect of Services and Products supplied but for which no invoice has been submitted, the Practice shall submit an invoice, which shall be payable by the business client immediately on receipt;

22.5.4 The business client shall on receipt of a request pursuant to clause 22.5.3 immediately pay the invoice and return all of the Products for which it has not fully paid. If the business client fails to do so, the Practice may enter the business client's premises and take possession of them. Until the relevant Products have been returned, the business client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract :

22.5.5 Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued

up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination

22.5.6 The business client shall not, without the prior written consent of the Practice, at any time during the Contract or for [6 (six)] months after the termination or expiry of the Contract, solicit or entice away from the Practice, or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or sub-contractor of the Practice and was involved in the provision of Services or Products to the business client at any time in the 12 months prior to the business clients solicitation, enticement, employment or attempted employment of the person. This clause 22.5.6 does not apply to any person employed by the business client as a result of a national advertising campaign open to all comers and not specifically targeted at any of the Practice personnel.

23 FOR CONSUMER CLIENTS ONLY – LIABILITY (Responsibilities for loss or damage suffered by you or us)

23.1 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. 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.

23.2 We do not exclude or limit in any way our liability to you for death or personal injury to a human being caused to you by our negligence or the negligence of our employees, agents or subcontractors, for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products; and, to the extent they are manufactured by us and/or a company that is a member of our corporate group, for defective products under the Consumer Protection Act 1987.

23.3 You do not exclude or limit in any way your liability to us for death or personal injury to a human being caused to us, our employees, agents or subcontractors by you; or for fraud or fraudulent misrepresentation by you.

23.4 If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services. Similarly, you are responsible for any damage (including as a result of any breach by you of your contract with us) caused to our vehicles, equipment or other property while we are visiting at your premises (or other relevant premises) or which you cause when you are at our premises.

23.5 We will not be liable for any losses which you could have avoided by taking reasonable action. For example, if you fail to follow our or the relevant manufacturer's instructions when using our products with your animal.

23.6 FOR BUSINESS CLIENTS ONLY - LIABILITY

23.6.1 We carry appropriate levels of professional indemnity insurance. We do not exclude or limit either party's liability for death, personal injury caused to a human being or for fraud or fraud misrepresentation or for breach of the terms implied by section 12 of the Sales of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.

23.6.2 We do exclude liability for loss of; profits; sales, business, agreements, savings, goodwill, data or information or indirect or consequential loss. The terms implied by sections 13-15 of the Sale of Goods Act 1979 and sections 3,4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law excluded from the Contract.

23.6.3 The total liability of either party under or in connection with any Contract, howsoever arising, shall not exceed one hundred per cent (100%) of the total fees paid by you in accordance with that Contract.

23.6.4 The business client acknowledges and agrees it is responsible for any damage (including as a result of any breach by the business client of the Contract) caused to the Practice's vehicles, equipment or other property while its team members or contractors are visiting the customer's premises (or other relevant

premises) or which the business client causes while at the Practice's Premises.

24 Personal Information

- 24.1 We will only use your personal information as set out in our Privacy Policy <https://www.tceh.co.uk/privacy-policy.html>
- 24.2 For the avoidance of doubt, we may share your personal information with third party debt collectors who will use that personal information to collect any outstanding payments from you in accordance with clause 9.2 of these terms. We will do this on the lawful basis that it is in our legitimate interest to secure payment from you in relation to services and/or products we have provided to you in accordance with these terms.

- 24.3 **BUSINESS CLIENTS ONLY** Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 24.3 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

25 Intellectual property rights

- 25.1 All intellectual property rights in or arising out of or in connection with the services and/or the products (other than intellectual property rights in any materials you provide to us) shall be owned by us (to the extent they are not already owned by a third party). You agree to let us use all intellectual property rights in any materials you provide to us to enable us to provide the services and/or the products (and to obtain the appropriate permissions to allow us to do the same where such intellectual property rights are owned by third parties).

26 Other important terms

- 26.1 We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within fourteen (14) days of us telling you about it and we will refund you any payments you have made in advance for services or products not provided.
- 26.2 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 26.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 26.4 Each of the clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- 26.5 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 26.6 These terms are governed by English law and you can bring legal proceedings in respect of the services and products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services and products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the services and products in either the Northern Irish or the English courts.

CONSUMER CLIENTS ONLY

Model Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract)

To Three Counties Equine Hospital, Stratford Bridge, Ripple, Tewkesbury, Gloucestershire, GL20 6HE.

I hereby give notice that I cancel my contract of sale of the products and/or services, ordered on [INSERT DATE].

Name: [INSERT YOUR NAME]

Address: [INSERT YOUR ADDRESS]

Signature:

Date: