

The Visiting Vet Company

t e r m s a n d c o n d i t i o n s

**THE VISITING VET COMPANY MOBILE VETERINARY PRACTICE
TERMS AND CONDITIONS**

BACKGROUND:

These Terms and Conditions are the standard terms which apply:

- A. to provision to a customer and a patient of any Services (as “**Services**” is defined in Clause 1 below) by the Practice, namely The Visiting Vet Company, a company registered in the United Kingdom under the number 12842033 whose registered office is at Weeton Grange, Woodgate Lane, LS17 0AP, regulated by the Royal College of Veterinary Surgeons and insured by The Veterinary Defence Society; and
- B. where the customer of the Practice is a “Consumer” as defined by the Consumer Rights Act 2015

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“ Animal ”	means the patient (which is the animal belonging to the Owner) that is to be the subject of consultation and/or treatment by the Practice;
“ Business ”	means any business, trade, craft, or profession carried on by You or any other person/organisation;
“ Consumer ”	means a “ Consumer ” as defined by the Consumer Rights Act 2015, that is to say an individual who receives any of the Services for his/her personal use for their Animal that requires such Services and for purposes wholly or mainly outside the purposes of any Business;
“ Price List ”	means the Practice’s standard price list for all of the Services which We offer which is available from www.thevisitingvet.co.uk ;
“ Regulations ”	means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;
“ Services ”	means any veterinary services including supply of any other services, treatments, medicines, drugs, consumable and other materials, and other items provided or used in the course of Our normal business;

“Practice/Us/We/Our” means The Visiting Vet Company mobile vet practice whose contact address is the same address as above and reference to the Practice shall include reference to any and all staff including veterinary surgeons; and

“You/Your/Owner” means an individual who is a customer of the Practice and is the owner of an Animal;

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 “These Terms and Conditions” is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time; and

1.2.2 A Clause or sub-Clause is a reference to a Clause of these Terms and Conditions;

1.3 The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation of these Terms and Conditions;

1.4 Words signifying the singular number shall include the plural and vice versa; and

1.5 References to any gender shall include the other gender.

2. Consultations and Appointments

2.1 In non-emergency cases, consultations and treatment shall be by appointment only. The appointment request is only confirmed once We have accepted the booking and You have paid for the Service. We reserve the right to decline bookings from new clients; such circumstances include (but are not limited to): genuine emergencies (in non-end-of life patients) requiring prompt hospitalisation; pregnant dogs and cats in labour (and post-labour); locations outside of our area; calls to properties with no suitable parking; or if We have safety concerns.

2.2 The Visiting Vet Company is a mobile Practice only. In emergency cases We will endeavour to attend and treat Your Animal as quickly as possible during working hours. However, in some cases, We may ask You to attend Bishopton Veterinary Group as this may be the more appropriate course of action.

2.3 If You know You are going to be late for an appointment, You should contact Us to tell Us. If You arrive later than 15 minutes after an appointment time, We will try to provide the Services You have booked but if We decide that We cannot, the appointment will be treated as cancelled without notice by You and, if We then decide to make a charge for that appointment cancelled without notice, sub-Clause 2.6 below will apply. Whilst We will endeavour to send appointment reminders, if You do not receive one, the appointment is still confirmed and sub-Clause 2.6 still applies;

2.4 You are responsible for informing the Practice in advance of any issues that We may encounter regarding the handling of your animal, so that appropriate measures can be taken. We reserve the right to decline to treat Your animal if We feel it is unsafe to do so, for example, if you fail to provide the appropriate restraint for your animal or if your animal is too aggressive for us

to handle safely, or if you fail to observe the Covid guidelines set out at <https://www.thevisitingvet.co.uk>. Under any of the above or similar circumstances, sub-Clause 2.6 below will apply;

2.5 You may cancel an appointment without charge if You give Us at least 24 hours prior notice of the cancellation and if You do so We will refund to You any sum (including, but not limited to any deposit) You paid in advance, less any deductions We see fit to make eg loss we have incurred due to credit card charges or commissions;

2.6 If You do not give Us at least 24 hours prior notice of cancellation of an appointment, We will be entitled to charge You for any net financial loss that We suffer due to Your cancellation but not more than 50% of the full price of the appointment. We will be entitled to deduct that charge from any sum (including, but not limited to any deposit) You paid in advance, and We shall refund the balance to You;

2.7 If, due to exceptional circumstances, including, but not limited to, circumstances beyond the control of the Owner, the death of the Animal etc, You cancel an appointment without giving Us at least 24 hours prior notice, We will consider the circumstances and in our discretion decide whether to waive any charge for late cancellation that We are entitled to make under sub-Clauses 2.3 and 2.6;

2.8 If when attending the visit, We deem it necessary for the Animal to be treated at a Surgery, we may require You to transport the Animal or We may under exceptional circumstances transport the animal ourselves. You shall bear any transportation costs so incurred. Please note: We do not run an ambulance service;

2.9 Out of hours emergency care is provided by Bishopton Veterinary Group, working in partnership with the practice. If you require such care between the hours of 6.00pm and 8.30am on weeknights, or any time during weekends or bank holidays, You should contact 01765 602396. Bishopton Veterinary Group will be able to access your clinical history for case continuity purposes. We will be informed of any treatment carried out and will take on any necessary aftercare after hospitalisation. There may also be times that Bishopton Veterinary Group cover essential appointments during Our holidays or illness;

2.10 We may cancel an appointment booked by You at any time before the time and date of that appointment in the following circumstances:

2.10.1 The required personnel and/or required materials necessary for the provision of the Services are not available; or

2.10.2 An event outside of Our reasonable control continues for more than one hour; or

2.10.3 We find that you are not a “Consumer” (as defined in Clause 1 above).

If We cancel an appointment in such circumstances, We will refund to You in full any deposit or other advance payment that You have made to Us for that appointment;

2.11 The time selected for the appointment is an approximate arrival time. Whilst we will try to meet that time, We may arrive half an hour before or after this. We will use all reasonable endeavours to arrive within

the hour timeslot which You have booked but the start may be delayed by overrun of a previous appointment or by other circumstances. If a delay to the start is at least 30 minutes after the time slot as described above, We notify You that there will be a delay of at least that time, You may rearrange the appointment, or You may choose to cancel and We will refund to You in full any deposit or other advance payment that You have made to Us for that appointment; and

- 2.12 As the contract We make with You is not made on Our premises, the Regulations give You the rights set out in this sub-Clause 2.12, and they will be in addition to the rights given to You by the above provisions of this Clause 2. You may for any reason cancel an appointment for any Services during the 14 day period after We accept the booking for those Services but if the appointment is on a date which is before the end of that period and if You have expressly requested Us to provide Services at that appointment and We do so, You may not cancel that appointment and You must pay for it in accordance with Clause 3. If You request that Your appointment be cancelled, You must confirm this in any way convenient to You. If You cancel as allowed by this Sub-clause 2.12, and You have already made any payment(s) to Us for the appointment, We will refund the payment(s) to You within 14 days of receiving Your cancellation.
- 2.13 We reserve the right to withdraw Veterinary Services by letter, if We feel Your behaviour towards Us is unacceptable or We feel unsafe.

3. Fees and Payment

3.1 You must pay for all Services in accordance with Our Price List ie. Deposit of Consultation or Euthanasia fee upon booking, and any further Services upon completion of provision of those Services;

3.2 We may in Our discretion reduce charges for repeat consultations or treatments associated with long-term or ongoing conditions and in accordance with sub-Clause 5.3;

3.3 We shall invoice You for all sums due at the following times (as appropriate):

3.3.1 on booking an appointment; or

3.3.2 the end of a consultation; or

3.3.3 the dispensing or collection of drugs and/or other products;

3.4 Payment should generally be made immediately, subject to other terms agreed between You and Us from time to time. We reserve the right to charge interest for late payments and where the fee remains unpaid, to place the matter in the hands of a debt collection agency or to institute civil proceedings. Persistently slow payers and bad debtors will be given notice in writing that We will no longer be providing Veterinary Services;

3.5 You may pay Us for Services (and for any deposit or other advance payment on account of that payment) using any of the following methods:

3.5.1 bank transfer;

3.5.2 debit or credit card; and

3.5.3 Paypal (available at end of consultation only).

3.6 In cases where treatment is being covered by an animal health insurance policy, it shall be Your responsibility to pay all sums due to Us and to reclaim such sums from the insurance provider. We may provide assistance with such matters as specified under Clause 7;

3.7 We may alter Our prices without prior notice but if the price of any Services increases between the time when You book an appointment and the date of the appointment, the price increase will not apply to Your appointment for those Services on that date.

4. Estimates

4.1 If treatment or further diagnostics are required, We shall provide You with an estimate of sums due prior to such treatment or diagnostics. Estimates do not constitute quotations and You may not take them as an accurate indication of the final sum due, as the final sum due may vary according to unforeseen circumstances;

4.2 All estimates will be valid for 30 days and You must accept them before We will commence treatment or diagnostics.

4.3 For treatment or surgery supplied by Bishopton Veterinary Group, please see their website for Terms and Conditions, which can be found at <https://www.bishoptonvets.co.uk>.

5. Treatment

5.1 You confirm that, in connection with any appointment or receipt of any Services from Us or Your request for the same, You are and will be a “Consumer” as defined in Clause 1 above;

5.2 We will provide all treatment in accordance with all relevant laws, rules and regulations including, but not limited to the Veterinary Surgeons Act 1966, the Animal Welfare Act 2006, the Docking of Working Dogs’ Tails (England) Regulations 2007, the Veterinary Medicines Regulations 2013 and the Supply of Relevant Veterinary Medicinal Products Order 2005;

5.3 We will not undertake any procedure that is in conflict with any law in force, any voluntary or mandatory code of practice, or any similar rules, regulations or codes;

5.4 In certain cases, We may be legally required to keep Animals receiving prescription medication under Our care by way of regular and routine examination.

6. Documents and Records

6.1 We will keep records and case documents relating to each Animal that is registered with Us;

6.2 If You move your Animal to a different veterinary surgery, You should inform Us and request Us to send all records and documents pertaining to the Animal to the new surgery. We reserve the right to charge a reasonable administration fee for this Service;

6.3 Documents including, but not limited to, ultrasound scans and radiographs remain Our property notwithstanding any associated payment which You may make to Us;

6.4 You have the right to request a copy of any documents which We may hold in relation to Your Animal which We shall provide if You first pay a reasonable fee as determined by Us;

6.5 We shall not release any documents either to You or another veterinary surgery if You owe Us any outstanding sum.

7. Animal Health Insurance

7.1 We recommend that You take out a suitable animal or pet health insurance policy to cover Your Animal;

7.2 We are unable to provide recommendations with regard to animal or pet health insurance policies and We are not affiliated with any animal or pet health insurance provider;

7.3 We are not a party to any contract between You and an insurance provider;

7.4 If You make an insurance claim, We may fill out the requisite claim forms on your behalf at a charge detailed in our Price List;

7.5 If You make an insurance claim, We may provide additional assistance in liaising with the insurance provider. Any such assistance shall be provided at Our sole discretion and We may charge for it.

8. Limitation of Liability

8.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when Our contract with You is created. We will not be responsible for any loss or damage that is not foreseeable;

8.2 We provide or sell all Services only for Your personal and private use/purposes. We make no warranty or representation that products, or other goods or materials that We provide or sell are fit for commercial, business, industrial, trade, craft or professional purposes of any kind (including resale). We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity;

8.3 Nothing in these Terms and Conditions is intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation;

8.4 Furthermore, if you are a “consumer” as defined by the Consumer Rights Act 2015, or a consumer for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice, or

otherwise affect any of Our duties or obligations to You, or Your rights or remedies, or Our liability to You, under:

- 8.4.1 the Consumer Rights Act 2015;
 - 8.4.2 the Regulations;
 - 8.4.3 the Consumer Protection Act 1987;
 - 8.4.4 any other consumer protection legislation; or
- as that legislation is amended from time to time.

For more details of Your legal rights, please refer to Your local Citizens' Advice Bureau or Trading Standard Office.

9. How We Use Your Personal Information (Data Protection)

We will only use Your personal information as set out in Our Privacy Notice available below.

10. Regulations

We are required by the Regulations to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You (i.e. before We accept Your request to make a booking) except where that information is already apparent from the context of the transaction. We have included the information itself either in these Terms and Conditions for You to see now, or We will make it available to You before We accept Your request to make a booking. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

11. Information

As required by the Regulations:

- 11.1 all of the information described in Clause 10; and
- 11.2 any other information which We give to You about any Services or the Practice which You take into account when deciding to make a booking or when making any other decision about the Services;

will be part of the terms of Our contract with You as a Consumer.

12. Complaints and Standards

The Practice always welcomes feedback from its customers and, whilst We shall use all reasonable endeavours to provide a high standard of service, care and treatment to all Animals and their Owners, We nevertheless want to hear from You if You have any cause for complaint. If You have any complaint about Our Services or any other complaint about the Practice, please raise the matter with Jessica May, Lead Veterinary Surgeon who can be contacted via jess@thevisitingvet.co.uk.

13. Changes to Terms and Conditions

We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such change.

14. No Waiver

No failure or delay by Us or You in exercising any rights under these Terms and Conditions means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that We or You will waive any subsequent breach of the same or any other provision.

15. Severance

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

16. Law and Jurisdiction

16.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.

16.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 16.1 above takes away or reduces your rights as a consumer to rely on those provisions.

16.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

The Visiting Vet Company

privacy notice

THE VISITING VET COMPANY PRIVACY NOTICE

BACKGROUND:

The Visiting Vet Company understands that your privacy is important to you and that you care about how your personal data is used. We respect and value the privacy of all our clients and will only collect and use personal data in ways that are described here, and in a way that is consistent with our obligations and your rights under the law.

1. Information About Us

The Visiting Vet Yorkshire LTD is a limited company registered in England under company number 12842033

2. What Does This Notice Cover?

This Privacy Information explains how we use your personal data: how it is collected, how it is held, and how it is processed. It also explains your rights under the law relating to your personal data.

3. What Is Personal Data?

Personal data is defined by the UK GDPR and the Data Protection Act 2018 (collectively, “the Data Protection Legislation”) as ‘any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an identifier’.

Personal data is, in simpler terms, any information about you that enables you to be identified. Personal data covers obvious information such as your name and contact details, but it also covers less obvious information such as identification numbers, electronic location data, and other online identifiers.

The personal data that we use is set out in Part 5, below.

4. What Are My Rights?

Under the Data Protection Legislation, you have the following rights, which we will always work to uphold:

- a) The right to be informed about our collection and use of your personal data. This Privacy Notice should tell you everything you need to know, but you can always contact us to find out more or to ask any questions using the details in Part 11.
- b) The right to access the personal data we hold about you. Part 10 will tell you how to do this.
- c) The right to have your personal data rectified if any of your personal data held by us is inaccurate or incomplete. Please contact us using the details in Part 11 to find out more.
- d) The right to be forgotten, i.e. the right to ask us to delete or

otherwise dispose of any of your personal data that we hold. Please contact us using the details in Part II to find out more.

- e) The right to restrict (i.e. prevent) the processing of your personal data.
- f) The right to object to us using your personal data for a particular purpose or purposes.
- g) The right to withdraw consent. This means that, if we are relying on your consent as the legal basis for using your personal data, you are free to withdraw that consent at any time.
- h) The right to data portability. This means that, if you have provided personal data to us directly, we are using it with your consent or for the performance of a contract, and that data is processed using automated means, you can ask us for a copy of that personal data to re-use with another service or business in many cases.
- i) Rights relating to automated decision-making and profiling. We do not use your personal data in this way.

For more information about our use of your personal data or exercising your rights as outlined above, please contact us using the details provided in Part II.

It is important that your personal data is kept accurate and up-to-date. If any of the personal data we hold about you changes, please keep us informed as long as we have that data.

Further information about your rights can also be obtained from the Information Commissioner's Office or your local Citizens Advice Bureau.

If you have any cause for complaint about our use of your personal data, you have the right to lodge a complaint with the Information Commissioner's Office. We would welcome the opportunity to resolve your concerns ourselves, however, so please contact us first, using the details in Part II.

5. What Personal Data Do We Collect and How?

We may collect and hold some or all of the personal and non-personal data set out in the table below, using the methods also set out in the table. We do not collect any 'special category' or 'sensitive' personal data or personal data relating to children or data relating to criminal convictions and/or offences.

Data Collected	How We Collect the Data
Identity information including name and title.	Provided by you via website, email or phone.
Contact information including address, email and phone number.	Provided by you via website, email or phone.

Payment information including card details and bank account details.	Provided by you via phone.
Data from third parties including other veterinary practices, pet insurance providers and laboratories.	Provided by third parties via email or phone.

6. How Do You Use My Personal Data?

Under the Data Protection Legislation, we must always have a lawful basis for using personal data. The following table describes how we may use your personal data, and our lawful bases for doing so:

What We Do	What Data We Use	Our Lawful Basis
Administering our business.	Name, address, email, phone number.	So that we can identify you, register your animal with our practice, personalise our communications with you and send reminders and correspondence directly to you.
Supplying our products and services to you.	Name, address, email, phone number.	So that we can identify you, register your animal with our practice, personalise our communications with you and send reminders and correspondence about our products and services directly to you.
Managing payments for our products and services.	Bank, debit and credit card details.	So that we can receive payments for products and services provided and to process refunds.
Supplying you with information by email or post that you have opted-in-to (you may opt-out at any time by emailing hello@thevisitingvet.co.uk).	Name, address, email.	So that we can provide relevant information about our products, services and animal health directly to you.
Liaising with third parties such as other veterinary practices, insurance companies and labs.	Name, address, email, insurance policy number.	So that we can communicate with third parties, if required.

With your permission and/or where permitted by law, we may also use your personal data for marketing purposes, which may include contacting you by email, telephone, text message or post with information, news, and offers on our products and services. You will not be sent any unlawful marketing or spam. We will always work to fully protect your rights and comply with our obligations under the Data Protection Legislation and the Privacy and Electronic Communications (EC Directive) Regulations 2003, and you will always have the opportunity to opt-out. We will always obtain your express opt-in consent before sharing your personal data with third parties for marketing purposes and you will be able to opt-out at any time.

We will only use your personal data for the purpose(s) for which it was originally collected unless we reasonably believe that another purpose is compatible with that or those original purpose(s) and need to use your personal data for that purpose. If we do use your personal data in this way and you wish us to explain how the new purpose is compatible with the original, please contact us using the details in Part 11.

If we need to use your personal data for a purpose that is unrelated to, or incompatible with, the purpose(s) for which it was originally collected, we will inform you and explain the legal basis which allows us to do so.

In some circumstances, where permitted or required by law, we may process your personal data without your knowledge or consent. This will only be done within the bounds of the Data Protection Legislation and your legal rights.

7. How Long Will You Keep My Personal Data?

We will not keep your personal data for any longer than is necessary in light of the reason(s) for which it was first collected. Your personal data will therefore be kept for the following periods (or, where there is no fixed period, the following factors will be used to determine how long it is kept):

Type of Data	How Long We Keep It
Identity and contact information including name, title, address, email address, telephone number.	5 years after cessation of our services to comply with the record keeping requirements for Veterinary Medicinal Products (VMPs) as set out in the Veterinary Medicines Regulations (VMRs).
Payment information including card details and bank account details.	Until payment or refund has been completed.

8. How and Where Do You Store or Transfer My Personal Data?

We will only store your personal data in the UK. This means that it will be fully protected under the Data Protection Legislation.

9. Do You Share My Personal Data?

We will not share any of your personal data with any third parties for any purposes, subject to the following exceptions.

We may sometimes contract with the following third parties to supply products and services.

Recipient	Activity Carried Out	Sector	Location
Other veterinary practices	Further diagnostics, surgery, emergency care, out of hours care, hospitalisation.	Veterinary	UK
Pet insurance providers	Insurance claims	Insurance	UK
Debt collecting agencies	Debt collection	Debt Collection	UK

If any of your personal data is shared with a third party, as described above, we will take steps to ensure that your personal data is handled safely, securely, and in accordance with your rights, our obligations, and the third party's obligations under the law, as described above in Part 8.

If we sell, transfer, or merge parts of our business or assets, your personal data may be transferred to a third party. Any new owner of our business may continue to use your personal data in the same way(s) that we have used it, as specified in this Privacy Policy.

In some limited circumstances, we may be legally required to share certain personal data, which might include yours, if we are involved in legal proceedings or complying with legal obligations, a court order, or the instructions of a government authority.

10. How Can I Access My Personal Data?

If you want to know what personal data we have about you, you can ask us for details of that personal data and for a copy of it (where any such personal data is held). This is known as a "subject access request".

All subject access requests should be made in writing and sent to the email or postal addresses shown in Part 11.

There is not normally any charge for a subject access request. If your request is 'manifestly unfounded or excessive' (for example, if you make repetitive requests) a fee may be charged to cover our administrative costs in responding.

We will respond to your subject access request within 14 working days and, in any case, not more than one month of receiving it. Normally, we aim to provide a complete response, including a copy of your personal data within that time. In some cases, however, particularly if your request is more complex, more time may be required up to a maximum of three months from the date we receive your request. You will be kept fully informed of our progress.

11. How Do I Contact You?

To contact us about anything to do with your personal data and data protection, including to make a subject access request, please use the following details:

Email address: jess@thevisitingvet.co.uk.

Telephone number: 07483299071.

Postal Address: Weeton Grange, Woodgate Lane, Leeds, LS17 0AP.

12. Changes to this Privacy Notice

We may change this Privacy Notice from time to time. This may be necessary, for example, if the law changes, or if we change our business in a way that affects personal data protection.

Any changes will be made available at www.thevisitingvet.co.uk. This Privacy Notice was last updated on 18th February 2022.