

# Donnington Grove Veterinary Group

**Terms and conditions of business** for Donnington Grove Veterinary Group – consisting of Donnington Grove Veterinary Group Ltd (DGVG Ltd) and O’Gorman Slater Main & Partners LLP (OGSM LLP) trading as Donnington Grove Veterinary Group.

This statement details our practice terms and conditions. Some aspects of the terms may not be relevant to you and we recommend that you ask for further explanation or clarification if needed.

## GENERAL

### 1 Fees

- 1.1 All fees, diets and drug charges are subject to VAT at the current rate.
- 1.2 Fee levels are determined according to the drugs, materials, consumables and diets used, together with the type of work undertaken.
- 1.3 You will receive a detailed fee note for every consultation, surgical procedure or transaction with us.

### 2 Payment Terms

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

### 3 Estimate of treatment costs

- 3.1 We will happily provide an estimate as to the probable costs of a course of treatment.
- 3.2 Please bear in mind that any estimate given can only be approximate, often an animal’s illness will not follow a conventional course.

### 4 Settlement terms

- 4.1 Should an account not be settled within our payment terms a reminder will be sent with an additional fee in respect of administrative costs incurred.
- 4.2 We reserve the right to add interest to overdue accounts at the rate of 8% over base lending rate.
- 4.3 Should it be necessary for further reminders to be sent, further charges will be incurred.
- 4.4 After due notice to you the client, overdue accounts will be referred to our debt collection agency and/or pursued through legal channels. Further charges will be levied in respect of costs incurred in collecting the debt, such as:

- Production of reports
- Calls
- Home visits etc.
- Court and other legal fees

- 4.5 Any cheque returned by our bank as unpaid, any credit 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 being added in respect of bank charges and administrative costs together with interest on the principle sum.

### 5 Inability to pay

- 5.1 If for any reason you are unable to settle your account as specified, we urge you to discuss the matter as soon as possible with a member of staff.
- 5.2 Please note that installments or part payments of accounts may only be sanctioned with the express written permission of the Partners, or the Practice Manager.

### 6 Client Financial Referencing & Guarantors

We reserve the right to reference current or prospective clients’ credit worthiness. This will include credit referencing agencies, County Court Judgements and payment history with previous veterinary practices. Clients that are required to be invoiced via a Limited Company address may be requested to provide a guarantor. We also reserve the right to request and retain copies of proof of identity and address.

### 7 Animal Insurance

- 7.1 We strongly support the principle of insuring your animal against unexpected illness or accidents.
- 7.2 Please note it is your responsibility to settle our account within our payment terms and then reclaim the fees from your insurance company. By specific arrangement we may defer this requirement on the basis that your insurance form is signed so payment is made direct to us and that the insurance company have agreed to the claim in principle. You will need to pay for any excess and costs not covered by insurance (e.g. livery) within the normal terms and any costs later rejected by your insurance company.

- 7.3 We do not conduct any treatment or procedure subject to the costs being covered by your insurance company.
- 7.4 We are not allowed to liaise or negotiate with the insurance company on your behalf.

### 8 Complaints and standards

- 8.1 We hope you never feel the need to complain about the standards of our service. However, if you feel that there is something you wish to complain about, please direct your comments in the first instance to the practice manager.
- 8.2 Any dispute with the fees presented must be put in writing to the Practice within 7 days of receiving the invoice.

### 9 Ownership of records

- 9.1 Case records and similar documents are the property of, and shall be retained by the practice.
- 9.2 Copies with a summary of the history will be passed on request to another veterinary surgeon taking over the case.

### 10 Ownership of radiographs and similar records

- 10.1 The care given to your animal may involve making some specific investigations, for example, taking radiographs or performing ultrasound scans.
- 10.2 Even though we make a charge for carrying out these investigations and interpreting the results, ownership of the resulting record, for example, a radiograph remains the property of the practice.

### 11 Out of hours service

- 11.1 The practice operates an out of hours service for emergencies.
- 11.2 The out of hours service can be accessed by telephoning any of the practice numbers and the call will be answered by a duty nurse who can contact the duty veterinarian as necessary.
- 11.3 Out of hours small animal emergency cases are seen at a nominated branch, which varies depending on the veterinarian on duty. You will be expected to transport your animal to the nominated surgery for treatment, which may not be the usual branch your animal attends.

### 12 Variations in terms of trading

- 12.1 No addition or variation of these conditions will bind the practice unless it is specifically agreed in writing and signed by one of the practice partners.
- 12.2 No agent or person employed by, or under contract with the practice has the authority to alter or vary these conditions in anyway.

### 13 Applicable law

These terms are governed by, and constructed in accordance with English law. The Courts of England will have exclusive jurisdiction in relation to any claim, dispute or difference concerning these terms and any matter arising from it. Each party irrevocably waives any right it may have to object to any action being brought in these courts, to claim that the action has been brought in an inappropriate forum, or to claim that those courts do not have jurisdiction.

If any provision in these standard terms of business, or it’s application, are found to be invalid, illegal or otherwise unenforceable in any respect, the validity, legality or enforceability of any other provision shall not in any way be affected or impaired.

### 14 Data protection act

- 14.1 We may obtain, use, process and disclose personal data about you in order that we may discharge our duties as your veterinary surgeon under these standard terms of business, and for other related purposes including updating and enhancing client records, analysis for management purposes and statutory returns, crime prevention and legal and regulatory compliance. You have a right of access, under data protection legislation, to the personal data that we hold about you. We confirm that when processing data on your behalf we will comply with the provisions of the Data Protection Act 1998. For the purposes of the Data Protection Act 1998, the Data Controller in relation to personal data supplied about you is the practice manager.

## SMALL ANIMAL (DGVG Ltd)

### 1 Payment Terms

- 1.1 All fees are due for immediate settlement at the end of consultation, the discharge of your pet or upon collection of drugs/diets.
- 1.2 Credit Accounts are generally not granted and are only available by prior agreement.
- 1.3 All Credit Accounts are to be settled within 14 days from the date of invoice.

### 2 Methods of Payment

- 2.1 You may settle your account using the following:
  - Cash
  - Cheque (supported by current bank card)
  - Credit/Debit Card – Switch, Solo, Mastercard, Visa, Delta
  - Online Banking – See our details at the end of these terms and conditions

## FARM ANIMAL (OGSM LLP)

### 1 Payment Terms

- 1.1 Invoices are to be settled within 30 days from the date of invoice.

### 2 Methods of Payment

- 2.1 You may settle your account using the following:
  - Cash
  - Cheque
  - Credit/Debit Card – Switch, Solo, Mastercard, Visa, Delta
  - Online Banking – See our details at the end of these terms and conditions
  - Standing Order/Direct Debit

Please talk to the Accounts Department or the Practice Manager to discuss and agree payment plans.

## EQUINE (DGVG Ltd)

### 1 Payment Terms

- 1.1 Invoices are to be settled within 14 days of the date of invoice.
- 1.2 Larger Clients (Racehorse Trainers, Stud Farms and Pretraining Yards)  
Invoices to be settled within 30 days of the date of invoice.
- 1.3 New Clients may be required to prepay (or guarantee with a credit/debit card) for services or goods until such time that setting up of an account has been sanctioned.

### 2 Methods of Payment

- You may settle your account using the following:
- Cash
  - Cheque
  - Credit/Debit Card – Switch, Solo, Mastercard, Visa, Delta
  - Online Banking – See our details at the end of these terms and conditions
  - Standing Order/Direct Debit

Please talk to the Accounts Department or the Practice Manager to discuss and agree payment plans.

## Online Banking - Our Bank Details:

**(Please note account details have changed – November 2013)**

Account Name:	Donnington Grove Veterinary Group
Address:	Natwest Bank, 30 Market Place, Newbury, Berkshire, RG14 5AJ
Sort Code:	60-15-07
Account Number:	62318772
BIC No:	NWBK GB 2L
IBAN No:	GB48 NWBK 6015 0762 3187 72
Payment Reference:	Please enter your name and Client Account number