



REF: BM-D-081 V2

RosSDales LLP Terms and Conditions of Business

RosSDales LLP is a limited liability partnership incorporated in England & Wales with registered number OC391416 whose registered office is Beaufort Cottage Stables, Newmarket, Suffolk, CB8 8JS.

This sets out the terms of business upon which we, RosSDales LLP, will provide equine veterinary services. By instructing us to perform services, or by purchasing or ordering goods you are making an offer and you are confirming that you agree to these terms of business. If we accept your instruction, purchase, or order, a legally binding contract is made between us and you.

Our commitment to you

We aim to provide you with a first class service. We aim to provide your horse/pony/donkey (“**animal**”) with the highest standard of veterinary diagnostics, treatment and care.

Fees

All professional fees, consumables and charges for drugs and services are subject to VAT at the current rate. Fee levels are determined by the time spent on a case, the level of intensity of investigation and treatment used, the expertise required and the technical equipment used, in addition to the costs of drugs, materials and consumables used. Some example fees for routine services are available on our website <https://www.rossdales.com/services/sport-and-leisure-horses/annual-health-checks>

From January 2018 all branches of RosSDales will charge a reasonable fee for completing insurance forms from insurance companies; this fee reflects the time that we have to invest in completing this paperwork. A standard fee will be charged per insurance claim; the price we charge is available from our accounts department or on our website <https://www.rossdales.com/about-us/terms-and-conditions-of-business>

ROSSDALES PRACTICE Beaufort Cottage Stables, High Street, Newmarket, Suffolk CB8 8JS

ROSSDALES EQUINE HOSPITAL & DIAGNOSTIC CENTRE Cotton End Road, Exning, Newmarket, Suffolk CB8 7NN

ROSSDALES LABORATORIES Beaufort Cottage Stables, High Street, Newmarket, Suffolk CB8 8JS

ROSSDALES HERTFORDSHIRE 13 Weston Barns, Weston, Hertfordshire SG4 7AX

ROSSDALES LAMBOURN Old Templeton Cottage, Templeton Road, Kintbury, Hungerford, RG17 9SG

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You agree to pay to Rosssdales LLP all costs and expenses that may be incurred whilst your animal is under Rosssdales LLP care. You understand that if complications occur, the costs, which you will be liable for, may well be in excess of those first anticipated.

You will understand that quite often the investigation and treatment of accident, illness and injury does not follow a predictable “standard” course, and therefore costs may vary and be difficult to predict accurately. Where complex or costly investigation and treatment is anticipated, we will discuss this with you and provide you with an estimate where possible. If specifically requested, we will provide you with a written estimate but, unless stated to the contrary, such an estimate will be for guidance only. We will endeavour to inform you of significant changes from the estimate throughout the progress of each case investigation/treatment. Depending on the treatment/investigation process this may not be possible. Please be aware that where unexpected problems and complications occur, costs are likely to increase.

Invoicing and payment terms

An itemised invoice will be produced at the conclusion of investigation and/or treatment. Established, registered clients of Rosssdales LLP will normally be invoiced at the end of each month, or sooner, if the investigation and/or treatment has been concluded.

Unless otherwise agreed, Clients referred to the hospital or diagnostic centre will be invoiced at the conclusion of investigation/ treatment, and payment in full will be expected prior to discharge from the hospital).

Where the fees are anticipated to exceed £3,000 incl. VAT (per incident) for prolonged hospitalisation, an ‘interim’ invoice may be submitted, and interim payment required.

Where significant fees are likely to be encountered, a deposit (normally by credit or debit card payment) may be requested at the time of admission.

Unless we agree otherwise, our invoices are payable on receipt.

The current rate of interest charged is 1.4 % per month and this interest will accrue on any amount outstanding (both before and after any Court Judgment) from the due date for payment until actual payment. In the event of non-payment, you will be liable for our costs of recovery (including legal fees) and in addition we may refer your account to a debt collection agency and their fees will also be added to your debt and will be payable by you.

Similarly, in the event that court action is necessary, all associated costs, including legal fees, will be claimed from you and these additional costs are likely to increase significantly your indebtedness to Rosssdales LLP.

Methods of payment

The following methods are acceptable:

- Cards: Switch, Solo, Mastercard, Visa, Delta.
- BACS: For this method please see our bank details on your invoice, or contact our accounts department.
- Sage Pay via our website www.rossdales.com.
- Cash.

Cheques (which should be made payable to Rosssdales LLP or Rosssdales Herts) will be acceptable at the discretion of Rosssdales LLP.

Inability to pay

If for any reason you anticipate being unable to settle your account in full at the time that the animal is discharged from our care, we ask that you discuss this matter with us as soon as possible. In exceptional circumstances only, part payment or payment by instalments on account (normally a standing order) may be arranged at the discretion of the partners only.

Equine Insurance

Rosssdales LLP strongly supports the principle of insuring animals against unexpected accident, illness or injury.

For all routine referrals you must inform your insurance company prior to your appointment that you have been referred to Rosssdales LLP and the nature of the condition/proposed treatment. In the case of an emergency or a first opinion case the insurance company should be contacted at the earliest opportunity.

Most insurance companies will require us to complete a claim form to be signed by the attending vet and returned to them together with a copy of the veterinary report and invoice.

Provided that the insurance company has agreed the claim in principle, and that you have not made payment to us direct in advance of a claim, we require that payments of claims by insurance companies are made direct to us. To fulfil this requirement you must ensure that your insurance claim form is appropriately signed and you have instructed your insurance company to pay Rosssdales LLP directly. Please be aware that the cost of some aspects of the animal's care may not be covered by insurance (e.g. policy excess, hospitalisation).

These costs, together with any costs subsequently rejected by your insurance company, and any fees over the insured amount must be paid directly by you to Rosssdales LLP. Regardless of whether the animal is insured, the entire bill remains your responsibility until it is paid in full. A belief or understanding on your part that your insurers will meet some or all of our charges will not be a defence in respect of any claim we make against you for non-payment. Correspondingly, credit will be given to you in respect of any payment we receive from a third party (including an insurance company) on your behalf

in circumstances where the relevant payment is intended to meet or partially to meet financial obligations of you to Rosssdales LLP.

Passports

It is a legal requirement that all horses, ponies and donkeys must have a valid passport. This must accompany the animal during transport, and we will ask to check this at the time of admission/examination. You must endorse your passport (normally section IX in an old passport and section II in a new passport) to confirm whether the animal is/is not intended for human consumption. If your animal's passport is presented to us unsigned, we reserve the right to sign this as not intended for human consumption. This will allow us to treat the animal according to its clinical needs and to ensure that it never enters the human food chain. In exceptional circumstances, where a passport is not available, a detailed record of medicinal products administered to the animal will be retained. You will need to keep a record of this treatment. This information is provided on your invoice.

Routine Biosecurity Screening

Rosssdales LLP has excellent facilities for managing horses whose primary reason for admission relates to contagious disease and it is not likely that your horse will come in contact with such individuals. However, certain equine diseases involve silent carrier states and affected animals can be a risk to others. In hospital populations, this risk is similar to that encountered in other situations where there is mixing of horses and ponies such as shows or other competitions. Except where your horse has been identified as suffering from a clinical problem which renders it a potential source of infection, there are normally no costs associated with the process of routine biosecurity screening and results are not generally shared with clients.

Ownership of records

All records, images and tissue samples acquired during the course of clinical investigation and/or treatment shall remain the property of Rosssdales LLP.

This accumulated information may be used for the purposes of clinical research and veterinary education, including publications and presentations at professional or lay-person meetings. Information used for such purposes will be completely anonymised such that no identifying data (client or animal name) will be apparent.

Confidentiality and Data Protection

Rosssdales LLP recognise that client confidentiality is of the utmost importance. Save as required to perform the agreed services or as required by law, we will not pass any of your personal identifiable details to third parties without your permission (including permission given in these Terms and Conditions).

We use any personal data we collect in accordance with our Privacy Notice. Further information regarding your rights with respect to your Personal Data can also be found in our Privacy Notice which can either be found at <https://www.rossdales.com/privacy-policy> or is available on request.

Feedback

We are always pleased to receive feedback on the services that we provide and this should be addressed to the senior clinician in charge of the animal.

Complaints

Whilst we strive to provide animals with the best possible standard of care, we recognise that on occasion you may feel that we don't get it right. Often the heart of many problems is poor communication, so if you have any grievance please discuss this with us at the first opportunity. If you wish to make a complaint, please do so in writing, to our Managing Partner or Business Manager in the first instance. If you have any cause to dispute the fees on your invoice please send written notice to our Credit Control Manager, within 7 days of receiving your invoice.

Additions and variations to these terms and conditions

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

Statutory Rights

These terms and conditions do not affect your statutory rights.

Client Relationship

You will ensure that we have at all times up to date contact details for you and will inform us of any change of ownership of an animal.

It will frequently be in interests of animal welfare, continuity of care and treatment and of other considerations relevant to ensuring the best possible treatment and outcomes for animals under the care of Rossdales LLP that Rossdales LLP is able to communicate not only with the owner of the animal, but also with others either directly or indirectly involved in the care, management, custody or ownership of the animal in question or its insurance. You accordingly specifically authorise Rossdales LLP to communicate with any and all such authorised third parties and to convey to them, as necessary, information which, but for this provision, might be regarded as confidential information as between Rossdales LLP and you.

Further you agree that we are permitted to liaise with others either directly or indirectly involved in the care, management, custody, insurance of or ownership of the animal in question or its insurance with regards to payment or recovery of fees incurred in connection with the animal in question.

If you are acting as an authorised agent of an owner of an animal, (including but not limited to an agent, representative, custodian, referring practice, an insurance company or other third party), you represent, warrant and undertake that you are duly authorised by the owner to engage the services of Rossdales LLP in relation to such animal, provide

information and personal data about the owner to Rosssdales LLP and, to the extent that you lack relevant authority, you hereby undertake to indemnify and keep indemnified Rosssdales LLP from and against all consequences of any such want of authority and confirm that you are liable for Rosssdales LLP's fees for providing the services you instructed us to provide.

In circumstances where the client of Rosssdales LLP is a company or other legal entity which is not one or more human persons, Rosssdales LLP shall be entitled to pursue the amount owed by such entity against the persons responsible for the day to day management of that entity and to treat such persons as primary obligators in respect of the entity's indebtedness to Rosssdales LLP.

If any person who is contractually the client of Rosssdales LLP under these conditions shall be liable to Rosssdales LLP for any amount due to Rosssdales LLP in respect of any animal treated under these Conditions then any assertion by such contracting party that he/she is not the owner of the relevant animal shall not be a defence in respect of any claim brought against such person by Rosssdales LLP.

Consumer Contract Regulations 2013

In the event that you are contracting with Rosssdales LLP as a consumer, and such contract is not made at one of the premises of Rosssdales LLP, you have under the Consumer Contract Regulations 2013 a right to cancel instructions given to Rosssdales LLP by yourself within fourteen (14) working days of receiving these Terms and Conditions, or being advised of these Terms and Conditions. If you would like us to commence work within the next 14 days, please ensure that you sign these terms and conditions or confirm your instruction in writing (email will suffice). If you wish to terminate your instructions to Rosssdales LLP within such fourteen (14) day period then Rosssdales LLP will discontinue rendering services to you but you will be responsible for any services Rosssdales LLP have provided up to and including the date when Rosssdales LLP received your notice to terminate your instructions.

I agree to Rosssdales LLP's Terms and Conditions.

Signature:

Print Name:

Date:

Please sign here to confirm that you would like us to commence work within the next 14 days. By signing you confirm that you understand that you may be charged for any work undertaken if you later cancel your instructions. See above for further information.

Signature:

Print Name:

Date:

What to do with this document

Please sign this document and return it to the Accounts department, Rossdales LLP, Beaufort Cottage Stables, High Street, Newmarket, Suffolk CB8 8JS

Or email it to us at info@rossdales.com