



## Welcome to Durham Equine Practice

We would like to welcome you to Durham Equine Practice. We hope that this is the beginning of a long-term relationship between you, your equines and our practice.

Please could you complete and return the enclosed registration form and read our terms and conditions carefully.

All our staff are here to help you – please feel free to ask for any information you require. Our clinic hours are Monday – Friday, 8.30am to 5.00pm. Emergency cover is provided 365 days a year 24/7. If you require a veterinary surgeon, please contact the practice on 0191 603 1122 and the duty vet will contact you to arrange a visit.

Yours sincerely,

Richard Endersby  
Durham Equine Practice

# **Business Terms and Conditions**

## **1) Instructions**

In giving instructions, either in person or by your agent, for an animal to be treated, you will be responsible for Durham Equine Practice's charges. In certain situations we understand that requests will be made by persons acting as your agent, such as your stable manager or stable owner. We will assume, unless you advise us in writing in advance, that they have your authority and are acting in your interest and as your agent and as such you will be responsible for any charges incurred in connection with the same. We cannot accept instructions from anybody under 18 years old.

## **2) Fee**

All fees are subject to VAT at the current rate. Fee levels are determined by the time and skill set spent on each case and the amount of drugs and consumables used. Details of our fees are available on request and a detailed invoice is provided for all consultations. Please note, we reserve the right to increase our service charges.

Out of hours fees are charged when a veterinary surgeon is asked to attend outside office hours. Office hours are 8:30am to 5:00pm Monday to Friday.

## **3) Estimates**

We will happily provide a written estimate (not a quotation) as to the probable cost of a course of treatment. Please bear in mind that any estimate given can only be approximate; often a horse's illness/treatment will not follow a predictable or standard course.

## **4) Visit fees**

From Tuesday, August 1 our visit fee system has been simplified. Clients within a 20 mile radius of our practice (DH6 5JP) will either be charged £25 or £35. Clients located within 21-40 miles from the practice will be charged either £35 or £45. The lower call out charge for each radius is for appointments booked at least 24 hours in advance and with no vet or time specified. The higher call out charge for each radius is for appointments that request a particular vet, a specific time or time restrictions or those booked at short notice as emergencies.

NB: When we see three or more horses at the same yard and at the same time, we waive the call out fee.

## **5) New Clients**

New clients are expected to pay by cash or card at the time of consultation. This will be reviewed at the discretion of the practice after three months when a credit rating has been established. We may also require your permission to contact any previous veterinary practices to obtain your equine's

medical history and to check that you do not have any outstanding accounts or a negative credit history.

If we agree that an account can be set up, this will be subject to a credit check. Invoices are sent out on a weekly basis and we expect the invoice to be paid 14 days from the date of the invoice. If the invoice remains unpaid in one month, a reminder will be sent and a non refundable administration fee of £15 will be applied to the account and surcharges at 5 percent of the outstanding balance. If the account remains unsettled we will refer you on to our debt collection agency or to the county courts if satisfactory payment arrangements have not been agreed. This will lead to additional administration charges, which may include our legal costs, and your credit rating may be affected.

#### **6) Inactive Clients**

Please note, if you have an account set up, and it remains unused for a period of 18 months or more then your account becomes inactive. The account can be reactivated but our new client terms and conditions will apply. We will expect payment at the time of the appointment. Please see above for further information.

#### **7) Payment**

Payment can be accepted as cash, cheque, BACS transfer or credit/debit card.

Any cheque payment which is not honoured by your bank or any cash which proves to be counterfeit will result in your account being restored to the original sum together with an administration fee. Persistent late payment on your account will result in either a requirement for our fees to be settled at the time of the supply of the goods or services, or the withdrawal of our services.

#### **8) Returned Cheques and Payments**

Any cheque which you issue which is returned unpaid or any credit/debit card payment which is not honoured, or any cash payment which is found to be counterfeit will result in your account being restored to the original sum. As you would expect, additional charges may also be incurred in the process.

#### **9) Inability to pay**

If you find yourself in the unfortunate position of being unable to pay your account, please discuss this matter as soon as possible with a member of staff. Instalments or part payments of any accounts may only be sanctioned with express permission of the partners.

#### **10) Equine health insurance**

Durham Equine Practice supports the principle of insuring your horse or pony against unexpected illness or accidents. Please be aware that it is your responsibility to settle your account with ourselves and then reclaim the fees from your insurance company. With some (but not all) insurance

companies, you may be able to pay us the policy excess and then request that the company pays us the balance directly. Under these circumstances you must firstly get agreement from the practice. You must fill out any claim forms and provide any additional information requested promptly. We must stress that in the event of the insurance company either declining to pay for the condition or taking longer than sixty days to provide payment, then you remain liable for the full account. For full details on our equine insurance policy, please find a document detailed on our website.

### **11) Medication and Treatment**

In order to comply with the Royal College of Veterinary Surgeons' regulations, we cannot supply medication on prescription without first seeing the animal. Repeat prescriptions can only be given if the animal is under the actual care and attention of Durham Equine Practice. We reserve the right to re-examine the animal before issuing a prescription.

Subject to our professional duties as veterinary surgeons, we reserve the right to make final decisions on the treatment of your animal.

### **12) Passports**

All horses, ponies, donkeys and mules must have passports which should be available to our vets to check. We strongly recommend that passports are signed by you the owner to confirm that the horse is not for human consumption. If a passport is not available, a detailed record of your equine's medicinal products must be available.

### **13) Reminders**

Durham Equine Practice offers a reminder service to registered horses that have received vaccinations with us. However, computer recall is not infallible and ultimately it is the owner's responsibility to ensure that the horse's vaccination records comply with the regulations. We can provide advice towards the due dates of each vaccination, but it is the sole responsibility of the owner to arrange appointments for vaccinations and to count the days to the due dates. The practice will not accept responsibility for any overdue or out of date vaccinations.

### **14) Ownership of Records**

Subject to (i) below, Durham Equine Practice retains the ownership and all rights to all case records, reports, images and other similar documents of whatever nature that are produced by Durham Equine Practice. This is the case whether or not fees are charged for the production of the same. Following a request from a client all records will be passed to another veterinary practice.

(i) Information pertaining to pre-purchase examinations remains the property of the individual instructing Durham Equine Practice.

### **15) Feedback and Complaints**

We are pleased to receive feedback on the service we provide. We always strive to provide the best service possible and we very much hope that our service does not give you cause for complaint. Our complaints procedure is noted on our website [www.durhamequine.co.uk](http://www.durhamequine.co.uk). Please contact the office in the first instance if you have any matter you would like to bring to our attention. If you are unhappy with the treatment or progress of your animal, we can arrange for a second opinion from another veterinary surgeon.

### **16) Termination of service**

You may ask us to stop caring for your horse, pony or donkey at any time.

We may stop looking after your animals if you do not accept our advice, fail to settle your account on time, if we are prohibited by law from doing any further work on your behalf or if the relationship between you and the practice breaks down. Under these circumstances we will serve notice in writing of imminent withdrawal of services.

We will then invoice you for any work already done. We reserve the right to hold your horse's records until all outstanding invoices and expenses have been paid.

### **17) Indemnity**

1.1 Subject to clause 1.2 below, the client shall indemnify Durham Equine Practice and the attending veterinary surgeon in relation to all actions, proceedings, costs, damages, claims and demands in respect of them.

1.2 Clause 1.1 shall not limit Durham Equine Practice or the attending veterinary surgeon's liability arising from any of the following: (a) death or personal injury caused by negligence; (b) any other loss or damage which results from negligence, unless such loss or damage is reasonably foreseeable; (c) any reasonably foreseeable breach of contract; or (d) fraud.

### **Terms & Conditions**

These terms and conditions may be revised from time to time and will be posted on Durham Equine Practice's website ([www.durhamequine.co.uk](http://www.durhamequine.co.uk)) at such time. No variation to these terms and conditions will bind Durham Equine Practice unless specifically agreed in writing.

Governing Law: These terms and conditions and any non-contractual obligations arising out of or in connection with it shall be governed by English law. Both parties submit to the exclusive jurisdiction of the English courts.

## **Client Registration Form**

**Mr Mrs Ms Dr Other:**

**Surname:**

**First Name:**

**Initial(s):**

**Current Address:**

**Current Employer and address:**

**Telephone (home):**

**Telephone (work):**

**Telephone (mobile):**

**E-mail address:**

**Address where horse(s) kept:**

**Animal name(s):**

**Sex : Mare/Gelding/Stallion/Colt/Filly**

**Breed:**

**Age:**

**Height:**

**Colour:**

**Vaccinations (Please Tick):**

**Flu**

**Tetanus**

**Other**

**Date**

**Date**

**Date**

**Vet fees insurance: Yes/No**

**Insurance company name, policy number & excess amount:**

**Previous Veterinary Practice/Surgeon:**

**I confirm that I am the owner of the animal(s) above and agree to pay for all veterinary fees relating to the treatment of this animal at Durham Equine Practice.**

**Signed:**

**Please print name:**

**Date:**

**Animal name(s):**

**Sex : Mare/Gelding/Stallion/Colt/Filly**

**Breed:**

**Age:**

**Height:**

**Colour:**

**Vaccinations (Please Tick):**

**Flu**

**Tetanus**

**Other**

**Date**

**Date**

**Date**

**Vet fees insurance: Yes/No**

**Insurance company name, policy number & excess amount:**

**Animal name(s):**

**Sex : Mare/Gelding/Stallion/Colt/Filly**

**Breed:**

**Age:**

**Height:**

**Colour:**

**Vaccinations: (Please Tick)**

**Flu**

**Tetanus**

**Other**

**Date**

**Date**

**Date**

**Vet fees insurance: Yes/No**

**Insurance company name, policy number & excess amount:**

**I confirm that I am the owner of the animal(s) above and agree to pay for all veterinary fees relating to the treatment of this animal at Durham Equine Practice.**

**Signed:**

**Please print name:**

**Date:**

**Animal name(s):**

**Sex : Mare/Gelding/Stallion/Colt/Filly**

**Breed:**

**Age:**

**Height:**

**Colour:**

**Vaccinations: (Please Tick)**

**Flu**

**Tetanus**

**Other**

**Date**

**Date**

**Date**

**Vet fees insurance: Yes/No**

**Insurance company name, policy number & excess amount:**

**I confirm that I am the owner of the animal(s) above and agree to pay for all veterinary fees relating to the treatment of this animal at Durham Equine Practice.**

**Signed:**

**Please print name:**

**Date:**