

Cheshire Cardiology Limited's terms

1. These terms

1.1 **What these terms cover.** These are the terms and conditions on which we supply services to you.

1.2 **Why you should read them.** Please read these terms carefully before you sign up to our services. These terms tell you who we are, how we will provide 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 want to discuss these terms please contact us.

2. Information about us and how to contact us

2.1 **Who we are.** We are Cheshire Cardiology Limited a company registered in England and Wales. Our company registration number is 09126851 and our place of business is the veterinary practice where your animal is treated by us. We are VAT registered.

2.2 **How to contact us.** You can contact us by emailing us at admin@cheshirecardiology.com or by writing or telephoning the veterinary practice where your animal is treated by us.

2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your registration form.

2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

3.1 **Referrals from your veterinary practice.** If your veterinary practice advises that you need our services they will give you some information about us and if you agree they will pass your details to us.

3.2 **Contacting you.** We will send you some details about our services which will use these terms and conditions and a form requesting our services including a

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price estimate. By signing the form you are requesting services from us and agreeing to pay for them.

3.3 Agreeing when the services will start. On the form requesting our services you will be informed if the services will start before the end of the 14 day cooling-off period during which you can change your mind and end the contract. The contract starts on the date we provide the first part of the services (a telephone consultation). By ticking the box to say that you want the services to start before the end of the cooling off period you are agreeing to have the services before your right to end the contract has come to an end. You can still cancel the contract but you may have to pay for any services we have provided up to that point. Once we have finished providing the services we agreed to provide you can no longer end the contract.

3.4 How we will accept your request for our services. Our acceptance of your request for our services will take place when we tell you that we are able to provide you with the services, at which point a contract will come into existence between you and us. This may be when we telephone you for an initial consultation or it may be when we call you to arrange a consultation on another date. If you decide at the start of a consultation call that you do not want our services you must tell us then. If you proceed with the consultation call we will charge you for our consultation at the rate set out on the consent form.

3.5 If we cannot accept your request for our services. If we are unable to accept your order, we will inform you of this and will not charge you for the services. This might be because of unexpected limits on our resources which we could not reasonably plan for or because we have identified an error in the price or description of the services.

4. Your rights to make changes

4.1 If you wish to make a change to the services (such as changing the date) 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 services, their timing 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.

5. Our rights to make changes

5.1 Minor changes to the services. We may change the services:

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- (a) to reflect changes in relevant laws and regulatory requirements or best practice. This might have an impact on equipment or length or type of aftercare and may impact on price; and
- (b) to implement minor technical adjustments and improvements. These changes will not affect your use of the services.

5.2 **More significant changes to the services and these terms.** In addition, we may make the following changes to the services, but if we do so we will notify you and you may then contact us to end the contract and receive a full refund before the changes take effect:

- (a) to reflect changes in relevant laws and regulatory requirements or best practice. that have a significant impact on equipment or length or type of aftercare and price.

6. Providing the services

6.1 **When we will provide the services.** We will supply the services to you on the date(s) set out in the acceptance and other dates we may agree as part of a consultation.

6.2 **We are not responsible for delays outside our control.** If our performance of the services is affected by an event outside our control then we will contact you as soon as possible 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 delays caused by the event but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received.

6.3 **If you do not allow us access to provide services.** If you have asked us to provide the services to you at your property and you do not allow us access to your property as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 7.3 will apply.

6.4 **What will happen if you do not provide required information to us.** As we informed you when you requested our services, we will need certain information from you so that we can provide the services to you, for example, contact information and animal health history. We will contact you to ask for this information. If you do not, within a reasonable time of us asking for it,

provide us with this information, or you provide us with incomplete or incorrect information, we may either end the contract (see clause 8.1) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for providing the services late or not providing 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.

6.5 **Reasons we may suspend the services.** We may have to suspend the services to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the services to reflect changes in relevant laws and regulatory requirements;
- (c) comply with government or local authority advice or regulation;
- (d) make changes to the services as requested by you or notified by us to you (see clause 5).

6.6 **Your rights if we suspend the services.** We will contact you in advance to tell you we will be suspending the services, unless the problem is urgent or an emergency. You may contact us to end the contract if we suspend the services, or tell you we are going to suspend them, in each case for a period of more than 1 month and we will refund any sums you have paid in advance for services not provided to you.

6.7 **We may also suspend the services if you do not pay.** If you do not pay us for the services when you are supposed to (see clause 10.4) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of further products and services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products and services. We will not suspend the products and service where you dispute the unpaid invoice (see clause 10.7). We will not charge you for the services during the period for which they are suspended. As well as suspending the services we can also charge you interest on your overdue payments (see clause 10.6).

7. **Your rights to end the contract**

7.1 **You can always end the contract before the services have been supplied and paid for.** You may contact us at any time to end the contract for the

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services, including if you have just changed your mind and you are within the 14 day cooling-off period, but in some circumstances we may charge you certain sums for doing so, as described below.

7.2 **What happens if you have good reason for ending the contract.** If you are ending the contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any services which have not been provided or have not been properly provided. The relevant reasons are:

- (a) we have told you about an upcoming change to the services or these terms which you do not agree to (see clause 5.2);
- (b) we have told you about an error in the price or description of the services you have ordered and you do not wish to proceed;
- (c) there is a risk the services may be significantly delayed because of events outside our control;
- (d) we suspend the services for technical reasons, or notify you are going to suspend them for technical reasons, in each case for a period of more than 1 month; or
- (e) you have a legal right to end the contract because of something we have done wrong.

7.3 **What happens if you end the contract without a good reason.** If you are not ending the contract for one of the reasons set out in clause 7.2, the contract will end immediately but we may charge you the price of a consultation fee (£264 including VAT) for the net costs we will incur as a result of your ending the contract.

8. Our rights to end the contract

8.1 **We may end the contract if you break it.** We may end the contract at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
- (b) 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, for example, information we ask for about you or your animal;
- (c) if we are providing the services at your property, you do not, within a reasonable time, give us access to your property to enable us to provide the services to you; or

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(d) the animal due to be treated dies.

8.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 8.1 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you £264 including VAT for the costs we will incur as a result of ending the contract.

8.3 **We may stop providing the services.** We may write to you to let you know that we are going to stop providing the services. We will let you know at least 2 weeks in advance of our stopping the services and will refund any sums you have paid in advance for services which will not be provided.

9. If there is a problem with the services

9.1 **How to tell us about problems.** If you have any questions or complaints about the services, please contact us. You can contact us by emailing us at admin@cheshirecardiology.com or by writing or telephoning the veterinary practice where your animal is treated by us.

10. Price and payment

10.1 **Where to find the price for the services.** The price of the services (which includes VAT) will be the price set out in the estimate provided on your consent form unless we have agreed another price in writing. We take all reasonable care to ensure that the prices of services advised to you are correct. However please see clause 10.3 for what happens if we discover an error in the price of the services you order.

10.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we provide the services, we will adjust the rate of VAT that you pay, unless you have already paid for the services in full before the change in the rate of VAT takes effect.

10.3 **What happens if we got the price wrong?** It is always possible that, despite our best efforts, some of the services we sell may be incorrectly priced. We will normally check prices before accepting your request for our services so that, where the service's correct price at your order date is less than our stated price at the date of your request for our services, we will charge the lower amount. If the service's correct price at the date of request for our services is higher than

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the price stated on our consent form, we will contact you for your instructions before we accept your request for our services. If we accept and process your request for our services where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and not perform the services.

10.4 **When you must pay and how you must pay.** Unless we tell you we are invoicing for a deposit in advance, we will invoice you for the price of the services on the date of each treatment. The first invoice will include the cost of the initial telephone consultation. If you cancel the services after the initial telephone consultation but before the treatment we will issue an invoice at the end of the week of the telephone consultation for the price of the consultation unless you are ending the contract for a reason set out in clause 7.2 and we have not provided the services properly.

10.5 **When we charge a deposit.** Where we tell you we require a deposit, for example where you book services for more than one animal, we will invoice you for payment of the deposit and that invoice must be paid before the date of the services. If this invoice is not paid we are not obliged to provide the services.

10.6 **We can charge interest if you pay late.** If you do not make any payment to us by the due date (see clause 10.4) we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of Bank of England from time to time. 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.

10.7 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

11. Our responsibility for loss or damage suffered by you

11.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage

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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. We are only responsible for illness or injury or death of your animal if we did not use reasonable care in treating the animal and that failure caused the illness or injury or death.

11.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused 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 services including the right to receive services which are as described and supplied with reasonable skill and care.

11.3 **When we are liable for damage to your property.** 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.

11.4 **We are not liable for business losses.** We only supply the services for domestic and private use. If you use the services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

11.5 **If you ignore our recommendation or advice.** We will not be responsible for loss or damage that you suffer (including illness injury or death of an animal) if you do not follow our recommendation or advice.

12. How we may use your personal information

12.1 **How we will use your personal information.** We will use the personal information you provide to us only in accordance with our Privacy Policy to:

- (a) provide the services;
- (b) process your payment for such services; and
- (c) if you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these communications at any time by contacting us.

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12.2 **We will only give your personal information to third parties where the law either requires or allows us to do so.**

13. Other important terms

13.1 **We may transfer this agreement to someone else.** 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 1 month of us telling you about it and we will refund you any payments you have made in advance for services not provided.

13.2 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

13.3 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

13.4 **Even if we delay in enforcing this contract, we can still enforce it later.** 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 or 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 services, we can still require you to make the payment at a later date.

13.5 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.

13.6 **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute

resolution provider we use. You can submit a complaint to the Royal College of Veterinary Surgeons by email (enquiries@vetmediation.co.uk) or the Veterinary Client Mediation Service via their website at vetmediation.co.uk. If you are not satisfied with the outcome you can still bring legal proceedings.

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