

OUR STANDARD TERMS AND CONDITIONS

THESE TERMS CONTAIN PROVISIONS WHICH MAY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM CAREFULLY. FURTHER, YOUR ATTENTION IS DRAWN IN PARTICULAR TO THE PROVISIONS OF CLAUSE 11

1. DEFINITIONS AND INTERPRETATION

1.1 When the following words with capital letters are used in these TERMS, this is what they will mean:

- a. EQUINE HEALTHPLAN: monthly subscription package to provide routine veterinary care for horses, ponies, mules and donkeys;
- b. ENGAGEMENT: the ENGAGEMENT for SERVICES, including any written estimate or quotation for the provision of SERVICES;
- c. EVENT OUTSIDE OUR CONTROL: is defined in clause 12.2;
- d. GOODS: the GOODS that WE are selling to you as set out in the ORDER (excluding Treatment Costs set out in clause 10.2);
- e. ORDER: YOUR offer to purchase GOODS at OUR Premises, or otherwise ordering GOODS from Us;
- f. SERVICES: the SERVICES, including but not limited to advice, guidance, consultation and treatment SERVICES that WE are providing to YOUR animal on YOUR behalf as set out in the ENGAGEMENT (whether in writing or otherwise);
- g. TERMS: the TERMS and conditions set out in this document;
- h. WE/OUR/US: means Tor Equine Veterinary Practice is a limited liability company registered in England and Wales with company number 10090309 whose registered office is at Beech Trees, Buckland Road, Newton Abbot, Devon. TQ12 4SA.
- i. WORKING HOURS: shall be (excluding bank holidays and national holidays) at Beech Trees and Nutwell Estate Practice Office between 08.30 and 17.00 Mondays to Fridays, or in each circumstance as shall be otherwise displayed at the practice location, or on the practice's Website as amended from time to time.
- j. CONSENT FORM: any consent to treatment or surgery provided by the Customer to Tor Equine Veterinary Practice.

1.2 In these TERMS, this will include email unless WE say otherwise.

2. OUR CONTRACT WITH YOU

- 2.1 These are the TERMS and conditions on which WE supply GOODS, or SERVICES, or both GOODS and SERVICES, to you. For the avoidance of doubt, these TERMS and conditions do not apply to the sale of sale of GOODS through OUR website.
- 2.2 Please ensure that you read these TERMS carefully and check that the personal details you have provided us are complete and accurate, before you submit the ORDER, accept treatment on behalf of YOUR animal, or otherwise engage OUR SERVICES. If you think that there is a mistake or require any changes, please contact Us to discuss. Where appropriate WE will confirm any changes in writing to avoid any confusion between YOU and US.
- 2.3 When you provide an ORDER to Us, or an ENGAGEMENT for OUR SERVICES, or attend OUR premises with YOUR animal this does not mean that WE have accepted YOUR ORDER for GOODS and /or ENGAGEMENT for SERVICES. OUR acceptance of the ORDER and ENGAGEMENT will take place as described in clause 2.4. If WE are unable to supply you with the GOODS and/or SERVICES, WE will inform YOU of this verbally, or where appropriate in writing and WE will not process the ORDER or provide the SERVICES.
- 2.4 Except where clause 2.5 applies, these TERMS will become binding on YOU and US when WE inform you that WE are able to provide YOU with the SERVICES or the GOODS, which WE will also confirm in writing (where appropriate) to YOU, at which point a contract will come into existence between YOU and US.
- 2.5 These TERMS and conditions will become binding upon YOU, and YOU will be subject to meet OUR reasonable costs for the SERVICES (including any costs for attendance outside OUR practice premises, treatment costs and other disposables) where WE are asked to attend road accidents, private property, or public spaces to destroy dangerous animals, euthanise fatally injured animals, and treat animals.
- 2.6 YOU acknowledge that on occasions it is not appropriate to inform you that WE are able to provide YOU with the SERVICES or the GOODS, particularly in emergency or life-threatening circumstances for YOUR animal. In these circumstances, YOU accept that a verbal confirmation would suffice. Where appropriate, WE shall provide confirmation in writing.
- 2.7 WE require YOU to keep US updated in respect of YOUR contact details, home or forwarding addresses as and when such details are changed so that WE can continue to supply the GOODS and/or SERVICES to you. If WE have reason to believe that the contact details, WE have are out of date or incorrect WE reserve the right to suspend or terminate the SERVICES.
- 2.8 If any of these TERMS conflict with any term of the ORDER or the ENGAGEMENT, these TERMS will take priority.
- 2.9 Where WE communicate with YOU in writing, WE will retain a record of the correspondence on OUR digital practice management system.
- 2.10 OUR website, leaflets and other advertising material is solely for the promotion of OUR GOODS in the UK. The images of the GOODS on OUR website, leaflets or marketing material are for illustrative purposes only. Although WE have made every effort to display the colours accurately, YOUR GOODS may vary slightly from those images.

3 CHANGES TO ORDER OR TERMS

- 3.1 WE may revise these TERMS from time to time in the following circumstances:
 - a. Changes in how WE accept payment from YOU.
 - b. Changes in relevant laws and regulatory requirements; and
 - c. Changes in the GOODS or SERVICES WE offer.

- 3.2 If WE must revise these TERMS under clause 3.1, WE will give YOU at least one month's written notice of any changes to these TERMS before they take effect. YOU can choose to cancel any ongoing contracts in accordance with clause 13.3(c).
- 3.3 YOU may make a change to the ORDER for GOODS and/or ENGAGEMENT for the SERVICES at any time before WE supply the GOODS or the start date of the SERVICES (as applicable) by contacting Us. Where this means a change in the total price of the GOODS and/or SERVICES, WE will notify YOU of the amended price in writing. YOU can choose to cancel the ORDER or ENGAGEMENT in accordance with clause 13 in these circumstances.
- 3.4 If YOU wish to cancel an ORDER or and ENGAGEMENT before it has been fulfilled, please see YOUR right to do so in clause 13.

4 DELIVERY OF GOODS

- 4.1 YOU can collect GOODS from US at any time during OUR working HOURS.
- 4.2 Delivery of an ORDER shall be completed when YOU collect the GOODS from US.
- 4.3 If WE are not able to deliver the whole of the ORDER at one time due to operational reasons or shortage of stock, WE will deliver the ORDER in instalments. WE will not charge YOU extra costs for this. However, if YOU ask Us to supply the ORDER in instalments, WE may charge you extra costs. Each instalment shall constitute a separate contract governed by these TERMS. If WE are late delivering an instalment or one instalment is faulty, that will not entitle YOU to cancel any other instalment. WE will endeavour to offer YOUR pet alternative medical treatment or GOODS where WE are unable to supply such treatment or GOODS for whatever reason.
- 4.4 The GOODS will be YOUR responsibility from the time you collect the GOODS from Us.
- 4.5 YOU own the GOODS once WE have received payment in full.

5 If THE GOODS ARE FAULTY

- 5.1 As a consumer, you have legal rights in relation to GOODS that are faulty or not as described. Advice about YOUR legal rights is available from YOUR local Citizens Advice Bureau or Trading Standards office. Nothing in these TERMS will affect these legal rights.

6 THIRD-PARTY MANUFACTURER'S GUARANTEE OF GOODS

- 6.1 Some GOODS may come with a manufacturer's guarantee. For details, please refer to the manufacturer's guarantee provided with the GOODS.
- 6.2 This guarantee is in addition to YOUR legal rights in relation to the GOODS that are faulty or not as described. Advice about YOUR legal rights is available from YOUR local Citizens Advice Bureau or Trading Standards office.

7 PROVIDING SERVICES

- 7.1 WE will supply the SERVICES to you from the date agreed between US until the estimated completion date of the course of treatment, subject to clause 10.

- 7.2 WE will make every effort to complete the SERVICES on time. However, there may be delays due to an EVENT OUTSIDE OUR CONTROL. See clause 12 for OUR responsibilities when an EVENT OUTSIDE OUR CONTROL happens.
- 7.3 In addition to the information required from you in accordance with clause 2.7, WE will need certain information from YOU that is necessary for Us to provide the SERVICES, for example, the age, weight, sex, breed, previous medical conditions or allergies, or any other reasonable information. WE will contact you about this. If YOU do not, after being asked by US, provide US with this information, or YOU provide US with incomplete or incorrect information, WE may make an additional charge of a reasonable sum to cover any extra work that is required, or WE may suspend the SERVICES by giving you notice, where appropriate this notice will be in writing. WE will not be liable for any delay or non-performance where YOU have not provided this information to US after WE have asked. If WE suspend the SERVICES under this clause 7.3, YOU do not have to pay for the SERVICES while they are suspended, but this does not affect YOUR obligation to pay for any invoices WE have already sent YOU.
- 7.4 WE may have to suspend the SERVICES if WE must deal with technical problems, or to make changes agreed between YOU and US to the SERVICES. WE will contact YOU to let you know in advance where this occurs unless the problem is urgent or an emergency. YOU do not have to pay for the SERVICES while they are suspended under this clause 7.4 but this does not affect YOUR obligation to pay for any invoices, WE have already sent to YOU.
- 7.5 As vets WE provide an oath similar to the Hippocratic Oath undertaken by medical practitioners for human beings, to the extent that WE will administer pain relieving treatments to animals in pain. YOU hereby acknowledge that WE are authorised to administer anaesthetic and pain-relieving medicines to YOUR animal in the event that WE determine that such treatment is required. Unless otherwise expressly agreed in writing, YOU hereby agree to meet such reasonable treatment costs in the event that such treatment is deemed necessary by or on behalf of Us whether or not as a result of such an oath.
- 7.6 If you do not pay US for the SERVICES when you are supposed to as set out in clause 10.9, WE may suspend the SERVICES with immediate effect until YOU have paid US the outstanding amounts (except where you dispute an invoice under clause 10.17). WE will contact YOU to tell you this. This does not affect OUR right to charge YOU interest under clause 10.16.

8 REPEAT PRESCRIPTIONS

- 8.1 WE will require at least 24 hours' notice (such notice to be provided during OUR normal Working HOURS) to provide a repeat prescription or a written prescription.
- 8.2 Customers with animals who require medication for long term conditions (usually for the life of the animal) will be subject to periodic reviews during such periods as may be determined by legislation, or as required by Us. The length of time that the animal is examined for a particular condition must not exceed 6 months from the last examination.
- 8.3 Failure to attend a review consultation may result in a repeat prescription or continued treatment being denied. It will be YOUR responsibility to ensure such a review consultation is arranged in good time before the requirement for a repeat prescription arises.

9 **IF THERE IS A PROBLEM WITH THE SERVICES**

9.1 In the unlikely event that there is any defect with the SERVICES:

- a. Please contact US and tell US as soon as reasonably possible.
- b. Please give US a reasonable opportunity to repair or fix any defect; and
- c. WE will use every effort to repair or fix the defect as soon as reasonably practicable.

9.2 As a consumer, YOU have legal rights in relation to SERVICES not carried out with reasonable skill or care, or if the materials WE use are faulty or not as described. Advice about YOUR legal rights is available from YOUR local Citizens Advice Bureau or Trading Standards Office. Nothing in these TERMS will affect these legal rights.

10 **PRICE AND PAYMENT**

10.1 The prices for the GOODS and/or the SERVICES will be set out in OUR price list in force at the time WE confirm YOUR ORDER or ENGAGEMENT.

10.2 OUR prices for the SERVICES will be made up of:

- a) A fee for veterinary consultation, in addition to
- b) Any charges for any medication, consumables, materials, dietary products or other products:
- c) A call out fee for attendance by OUR representative outside our practice premises and/or working hours.
- d) Call out fees will be shared equally amongst clients sharing the same visit.

- 10.3 OUR prices may change at any time, but price changes will not affect ORDERS that WE have confirmed with YOU.
- 10.4 These prices include VAT. However, if the rate of VAT changes between the date of the ORDER and the date of delivery or performance, WE will adjust the rate of VAT that you pay, unless you have already paid for the GOODS and/or SERVICES in full before the change in the rate of VAT takes effect.
- 10.5 The prices for the GOODS exclude delivery costs, which will be added to the total amount due.
- 10.6 It is always possible that, despite OUR best efforts, some of the GOODS WE sell may be incorrectly priced. WE will normally check prices as part of OUR internal procedures so that, where the GOODS' correct price is less than OUR stated price, WE will charge the lower amount when providing the GOODS to YOU for collection. If the GOODS' price is higher than the price stated, WE will notify you and ask for YOUR instructions. If the pricing error is obvious and unmistakable and could have reasonably been recognised by YOU as a mispricing, WE do not have to provide the GOODS to you at the incorrect (lower) price.
- 10.7 Where WE are providing GOODS to YOU, WE may require that you make such payment in advance and unless otherwise agreed in writing the price of the GOODS will be payable on the day in which you collect them.
- 10.8 Most SERVICES will be invoiced and payable on the day on which the SERVICES are provided.
- 10.9 Where WE are providing SERVICES to you, WE may ask YOU to make an advance payment of a proportion of the price of the SERVICES. YOUR rights to a refund on cancellation are set out in clause 13. WE will invoice YOU for the balance of the SERVICES on or any time after WE have performed the SERVICES.
- 10.10 In the event of ongoing SERVICES delivered over a period of time WE may periodically invoice you in arrears for the SERVICES until the SERVICES are completed. Each invoice will quote the ORDER number. YOU must pay each invoice in cleared monies within fourteen (14) calendar days at the date of invoice by the payment methods identified in clause 10.16.
- 10.11 As the owner of animals (including dangerous dogs) YOU are responsible of the actions of such animals whether or not such responsibility arises from statute, common law or otherwise. YOU will pay for any reasonable costs, damages or loss to OUR property (including but not limited to premises, equipment or vehicles) caused by the actions of YOUR animal whether or not YOUR animal is attending OUR premises, or WE attend YOUR property, a public space or otherwise.
- 10.12 From time to time, WE may provide treatment packages such as the Equine Healthcare Plan. Clients who subscribe to such packages receive Routine SERVICES, or alternatively discounted Preventative Healthcare SERVICES, subject to the specific TERMS and conditions for each package. YOU will be liable to meet the costs of any SERVICES outside the Routine SERVICES, and/or the charges in relation to the Preventative Healthcare SERVICES less any discounted amount.

10.13 Any failure to pay any subscription charges as and when they fall due, subject always to the TERMS and conditions of such packages, will result in YOU having to pay for any SERVICES received in full. WE may reserve the right to perform such SERVICES in the event that YOUR payments in respect of the subscription package are not maintained.

10.14 WE accept payment via BACS, credit cards (except American Express) and Visa debit cards. WE will not charge YOUR credit or debit card until WE despatch the GOODS to YOU.

10.15 In the event that YOU are unable to make any payment due to US, please contact us immediately.

10.16 If YOU do not make any payment due to Us by the due date for payment, WE may:

- a. Charge interest to you on the overdue amount at a rate of 3% a year above the base lending rate of Lloyds Bank Plc.
- b. Suspend the performance of SERVICES or the provision of GOODS;
- c. Recover from you OUR reasonable costs (including reasonable legal and debt recovery costs) associated with any recovery of OUR fees or any other sums outstanding from YOU; and
- d. Charge an administration cost of £10.00 plus VAT in respect of late payments. YOU acknowledge that such administration cost is a genuine cost to Us in attempting to recover outstanding sums.

10.17 However, if YOU dispute an invoice in good faith and contact US to let US know promptly after you have received an invoice that YOU dispute it, clause 10.16 will not apply for the period of the dispute.

10.18 WE strongly recommend the use of animal and pet health/accident insurance to help you meet YOUR payment obligations under these TERMS. It will be YOUR responsibility to settle YOUR invoices with US, and then make any appropriate claim with YOUR chosen insurers. However, if YOUR pet insurance policy is with Petplan or Vetsure, YOU may pay Us YOUR excess only, so that WE can process YOUR claim direct with YOUR insurer.

11 **OUR LIABILITY TO YOU**

11.1. If WE fail to comply with these TERMS:

- a. WE are responsible for the loss or damage you suffer that is a foreseeable result of OUR breach of the TERMS or OUR negligence, but WE are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of OUR breach or if they were contemplated by you and US at the time WE entered into this contract; &

- b. in any event in respect of OUR liability under clause 11.1(a) above and to the greatest extent possible under the applicable law, WE exclude any and all liability for damages, claims, actions proceedings, awards, compensations, costs (including legal costs), expenses and all other losses and/or liabilities which exceed the amount covered by OUR professional indemnity insurance (in respect of the relevant cover) from time to time. WE can evidence a copy of OUR insurance certificates on request.

11.2 If WE are providing SERVICES on YOUR property, WE will make good any damage to YOUR property caused by Us during performance. However, WE are not responsible for the cost of repairing any pre-existing faults or damage to YOUR property that WE discover during performance by Us caused by OUR negligence.

11.3 WE only supply the GOODS and/or SERVICES for domestic and private use. You agree not to use the GOODS and/or SERVICES for any commercial, business or re-sale purpose, and WE have no liability to YOU for any loss of profit, loss of business, business interruption, or loss of business opportunity.

11.4 In certain circumstances, WE may advise YOU of surgical, and or treatment, side effects or risk, and to counter these WE may recommend pre-surgical tests to ascertain YOUR animals' susceptibility to a negative reaction to anaesthetic or other treatments. To the extent possible under the applicable law and except where OUR representatives are negligent, WE exclude all liability arising from YOUR failure to accept such additional pre-surgical tests.

11.5 WE do not exclude or limit in any way OUR liability for:

- a. death or personal injury to human beings caused by OUR negligence of OUR employees, agents, or subcontractors.
- b. fraud or fraudulent misrepresentation.
- c. breach of the TERMS implied by section 12 of the Sale of GOODS Act 1979 and by
- d. section 2 of the Supply of GOODS and SERVICES Act 1982 (title and quiet possession);
- e. breach of TERMS implied by sections 13,14 and 15 of the Sale of GOODS Act 1979 and sections 3, 4 and 5 of the Supply of GOODS and SERVICES Act 1982 (description, satisfactory quality, fitness for purpose and samples); and
- f. Defective products under the Consumer Protection Act 1987.

12 **12 EVENTS OUTSIDE OUR CONTROL**

12.1 WE will not be liable or responsible for any failure to perform, or delay in performance of, any of OUR obligations under these TERMS that is caused by and Event Outside OUR Control.

12.2 An EVENT OUTSIDE OUR CONTROL means any act or event beyond OUR reasonable control, including without limitation strikes, lockouts or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

12.3 If an EVENT OUTSIDE OUR CONTROL takes place that affects the performance of OUR obligations under these TERMS:

- a. WE will contact you as soon as reasonably possible to notify YOU; and

- b. OUR obligations under these TERMS will be suspended and the time for performance of OUR obligations will be extended for the duration of the EVENT OUTSIDE OUR CONTROL. Where the EVENT OUTSIDE OUR CONTROL affects OUR delivery of service to YOU, WE will arrange a new date with you after the EVENT OUTSIDE OUR CONTROL is over. Where the EVENT OUTSIDE OUR CONTROL affects the performance of OUR SERVICES to YOU, WE will restart the SERVICES as soon as reasonably possible after the EVENT OUTSIDE OUR CONTROL is over.

12.4 YOU may cancel the contract if an EVENT OUTSIDE OUR CONTROL takes place, and YOU no longer wish Us to provide the GOODS and/or SERVICES. Please see YOUR cancellation rights under clause 13. WE will only cancel the contract if the EVENT OUTSIDE OUR CONTROL continues for longer than three (3) weeks in accordance with OUR cancellation rights in clause 14.

13 YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

13.1 Before WE begin to provide the SERVICES or the GOODS are delivered, YOU have the following rights to cancel an ORDER for GOODS and /or an ENGAGEMENT of SERVICES, including where YOU choose to cancel because WE are affected by an EVENT OUTSIDE OUR CONTROL, or WE change these TERMS under clause 3.1 to YOUR material disadvantage:

- a. You may cancel any ORDER for GOODS and/or ENGAGEMENT for SERVICES before you collect the GOODS or the start date for the SERVICES by contacting US. WE will confirm YOUR cancellation in writing to YOU.
- b. If YOU cancel an ORDER or ENGAGEMENT under clause 13.1(a) and YOU have made any payment in advance for SERVICES that have not been provided to you, or GOODS that have not been made available for YOUR collection to YOU, WE will refund these amounts to you.
- c. However, if YOU cancel and ENGAGEMENT for SERVICES under clause 13.1(a) and WE have already started work on YOUR ORDER by that time, YOU will pay US any costs WE reasonably incurred in starting to fulfil the ENGAGEMENT, and this charge will be deducted from any refund that is due to YOU, or, if no refund is due to YOU, the charge will be invoiced to YOU. WE will tell you what these costs are when YOU contact us. However, where YOU have cancelled an ENGAGEMENT because of OUR failure to comply with these TERMS (except where WE have been affected by an EVENT OUTSIDE OUR CONTROL), YOU do not have to make any payment to US.
- d. Unfortunately, if YOU cancel an ORDER of GOODS under clause 13.1(a) and WE have already despatched YOUR GOODS to YOU, WE will not be able to cancel YOUR ORDER until the GOODS are collected from US. In this case, if YOU return the GOODS to US, WE will have to charge YOU the cost of collection or YOU will have to pay the cost of returning the GOODS back to US. This will not affect YOUR refund for the GOODS, but any charge for collection will be deducted from the refund that is due to YOU. This clause does not apply to drugs prescribed or purchased from US, unfortunately WE are unable to offer any refunds for any drugs returned to Us whether opened or not due to legislation. WE may however offer to dispose of such drugs on YOUR behalf.

13.2 Once WE have begun to provide the SERVICES to YOU, YOU may cancel the contract for the SERVICES at any time by providing US with at least twenty-four (24) hours notice. Any advance payment YOU have made for SERVICES that have not been provided will be refunded to YOU.

13.3 Once WE have begun to provide the SERVICES to YOU, YOU may cancel the contract for SERVICES with immediate effect by giving US written notice if:

- a. WE break this contract in any material way and WE do not correct or fix the situation within fourteen (14) calendar days of YOU asking US to in writing.
- b. WE go into liquidation, or a receiver or an administrator is appointed over OUR assets;
- c. WE change these TERMS under clause 3.1 to YOUR material disadvantage.
- d. WE are affected by an EVENT OUTSIDE OUR CONTROL.

14 OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

14.1 If WE have to cancel an ORDER for GOODS and/or ENGAGEMENT for SERVICES before the SERVICES start or the GOODS are collected by YOU:

- a. WE may have to cancel an ENGAGEMENT before the start date for the SERVICES or an ORDER before the GOODS are collected, due to an EVENT OUTSIDE OUR CONTROL or the unavailability of stock or (in the case of SERVICES) key personnel or key materials without which WE cannot provide the SERVICES. WE will promptly contact YOU if this happens.
- b. If WE have to cancel an ORDER or an ENGAGEMENT under clause 14.1(a) and you have made any payment in advance for SERVICES that have not been provided to YOU, or GOODS that have not been delivered to YOU, WE will refund these amounts to YOU.
- c. Where WE have already started work on YOUR ENGAGEMENT for SERVICES *by the time, WE have to cancel under clause 14.1 (a), WE will not charge you for anything and you will not have to make payment to Us.*

14.2 Once WE have begun to provide the SERVICES to YOU, WE may cancel the contract for the SERVICES at any time by providing you with at least twenty four (24) hours notice in writing. If YOU have made any payment in advance for SERVICES that have not been provided to you, WE will refund these amounts to YOU.

14.3 WE may cancel the contract for SERVICES or GOODS (where applicable) at any time with immediate effect by giving YOU written notice if:

- a. YOU do not pay US when YOU are supposed to as set out in clause 10. This does not affect OUR right to charge YOU interest under clause 10.16; or
- b. YOU break the contract in any other material way and YOU do not correct or fix the situation within seven (7) days of US asking you in writing.

15 INFORMATION ABOUT US AND HOW TO CONTACT US

15.1 WE are a company registered in England and Wales. OUR company registration number is 1009030. OUR registered VAT number is GB240131565.

15.2 If YOU have any questions or if YOU have any complaints, please contact US. YOU can contact US by telephoning OUR main practice on 01626 819597 or by emailing US at admin@torequinevets.co.uk – a member of OUR team will pass YOUR complaint on to the Directors who will be in contact with YOU to discuss the issue. WE are regulated by the Royal College of Veterinary Surgeons (RCVS). If YOU are unsatisfied with how WE have addressed YOUR complaint YOU can contact the RCVS by post at Royal College of Veterinary Surgeons, Belgravia House, 62.64 Horseferry Road, London, SW1P 2AF or by telephone at 0207 222 2001 and make a complaint, further information can be found at <http://findavet.rcvs.org.uk/complaints/> .

15.3 If YOU wish to contact Us in writing, or if any clause in these TERMS requires YOU to give US notice in writing (for example, to cancel the contract), YOU can send this to US by hand, or by pre-paid post to Tor Equine Veterinary Practice, Beech Trees, Buckland Road, Newton Abbot, TQ12 4SA. WE will confirm receipt of this by contacting YOU in writing. If WE have to contact YOU or give YOU notice in writing, WE will do so by email, by hand, or by pre-paid post to the address YOU provide to US in the ORDER.

16 REFERRALS AND SECOND OPINIONS

16.1 Tor Equine Veterinary Practice have access to a network of specialist animal care professionals across the country and may refer YOUR animal if they require more specialist treatment.

16.2 Should you require a second opinion on YOUR animal's health, WE are happy to forward all clinical notes to another veterinary practice of YOUR choice.

17 ANIMAL RECORDS

17.1 Case records and other similar documentation in respect of YOUR animal will remain the property of and shall be retained by US and OUR affiliated practices.

17.2 WE may choose to withhold results, scans or other documentation or images in the event that WE do not receive payment in full or cleared funds in accordance with clause 10.

18 HOW WE MAY USE YOUR PERSONAL INFORMATION

18.1 How WE will use the personal information you provide to US to:

- a. provide the GOODS and/or SERVICES;
- b. process YOUR payment for such GOODS and/or SERVICES; and
- c. inform YOU about similar products or SERVICES that WE provide, however YOU may stop receiving these at any time by contacting US..

18.2 YOU agree that WE may pass YOUR personal information to credit reference agencies and debt collection agencies, veterinary specialists (where WE refer YOUR animal for treatment or further consultation), or to animal crematoriums (in the event of the death of YOUR animal) and that each party may keep a record of YOUR personal information and the searches they may do.

18.3 WE will not give YOUR personal data to any other third party, without YOUR consent.

19 OTHER IMPORTANT TERMS

19.1 WE may transfer OUR rights and obligations under these TERMS to another organisation, and WE will always notify you in writing if this happens, but this will not affect YOUR rights or OUR obligations under these TERMS.

19.2 This contract is between YOU and US. No other person shall have any rights to enforce any of it's TERMS.

19.3 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.

19.4 If WE fail to insist that you perform any of YOUR obligations under these TERMS, or if WE do not enforce OUR rights against YOU, or if WE delay in doing so, that will not mean that WE have waived OUR rights against YOU and will not mean that YOU do not have to comply with those obligations. If WE do waive a default by YOU, WE will only do so in writing, and that will not mean that WE automatically waive any later default by YOU.

19.5 These TERMS are governed by English law. YOU and WE both agree to submit to the non-exclusive jurisdiction of the English courts. However and in the unlikely event that, YOU are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if YOU are a resident of Scotland, YOU may also bring proceedings in Scotland.