

## LINNAEUS VETERINARY LIMITED GENERAL TERMS OF SERVICE

Thank you for entrusting the care and attention of your pet to us. Please read the following important terms and conditions before you seek treatment of your pet ("**veterinary services**") or buy anything from us ("**goods**") as they form the basis of our contract with you.

### 1. INTRODUCTION

In these terms and conditions:

"**pet**" means the animal in respect of which we are providing veterinary services for you, which may include large and small animals and those that are kept as pets as well as and working animals.

"**We**", "**us**", or "**our**" means Linnaeus Veterinary Limited; and

"**You**" or "**your**" means the person seeking veterinary services for a pet or wishing to buy goods from us.

Some aspects of these terms may not be relevant to you; please let us know if you need any further explanation or clarification, including if you would like these terms in an accessible format.

### 2. INFORMATION ABOUT US

**Who we are.** Your veterinary practice is a trading division of Linnaeus Veterinary Limited ("**Your Practice**"). This means that your contract for purchase of goods and veterinary services is with Linnaeus Veterinary Limited. Linnaeus Veterinary Limited is a limited company registered in England and Wales. Our company registration number is 10790375 and our registered office is at Friars Gate, 1011 Stratford Road, Shirley, West Midlands, United Kingdom, B90 4BN. Our registered VAT number is 195 092 877. **Linnaeus is proud to be part of the [Mars Veterinary Health](#) family.**

**Our policies comply with various codes of practice.** Please be aware that the health and welfare of your pet is our primary concern and responsibility. Our veterinary surgeons and nursing staff are regulated by the Royal College of Veterinary Surgeons ("RCVS") and we subscribe to the RCVS Code of Conduct which can be found [here](#).

**Professional liability insurances.** We are required to have professional liability insurance. For more information, please visit <https://www.thevds.co.uk/>.

**How to contact us.** You may contact Your Practice by email or phone using the contact details set out on its website. Alternatively, you may contact us by email: [customer.service@linnaeusgroup.co.uk](mailto:customer.service@linnaeusgroup.co.uk) or by writing to us at: Customer Service, Linnaeus Group, Friars Gate, 1011 Stratford Road, Shirley, West Midlands, B90 4BN. Please note that calls to Your Practice, both incoming and outgoing, may be recorded for training and monitoring purposes.

### 3. THESE TERMS

**Agreeing to these terms.** When making an appointment with us, you will be asked to confirm your agreement with these terms. By purchasing any goods or receiving veterinary services from us you enter into a contract with us on these terms (the "**contract**").

**Other terms may also apply.** These terms refer to the following additional terms which also apply to you:

- Our [Privacy Policy](#)
- If you have purchased a Healthcare Plan Membership, our Healthcare Plan Membership Terms of Service (which can be found on Your Practice's website) will apply to the benefits you receive under that membership.
- From time to time we may offer promotional discounts, offers and prize competitions. All promotions are subject to separate terms and conditions found on Your Practice's website or provided to you when visiting Your Practice.

**Changes to these terms and the goods/veterinary services we supply to your pet.** We may update these terms from time to time. Whenever we make such changes, we will make the updated terms available on each of our practice's websites and where we make material changes, we will notify you in writing.

**Required changes:** We can always make changes to these terms and the goods and veterinary services we supply (without notifying you) for the following reasons:

- to reflect changes in relevant laws and regulatory requirements.
- to make minor technical adjustments and improvements, for example in respect of goods supplied to your pet. These are changes that do not affect your pet's use of the goods or veterinary services; and
- where such changes to the veterinary services and/or goods would be in the best interest of your pet in our reasonable opinion.

**Material changes:** Where we make changes that have a material impact on these terms or the supply of the goods or veterinary services provided to you, or where they affect your consumer rights, we will notify you and if you do not agree with the changes, you are free to cancel your order/appointment in accordance with your rights set out in these terms and receive a refund for any goods or veterinary services you have paid for in advance, but not received.

#### 4. REGISTRATION AND YOUR PERSONAL INFORMATION

**Age restrictions.** You must be 18 years or older to purchase any goods or book an appointment.

**Nominated person.** If you require friends or family to be able to request treatment for your pet on your behalf, you must notify Your Practice in writing ("**Nominated Person**"). You acknowledge that you will remain liable for the costs of any treatment requested by your Nominated Person.

**How we may contact you.** If we need to contact you, we will do so by telephone, text message, email or in writing to you at the telephone number, email address or postal address you provided to us when you register with Your Practice or using the details provided when making your online appointment.

**Changes to contact details.** It is essential for us to maintain accurate records of our clients and their pets. To do this, we will periodically ask you to confirm the details we hold for you. Up-to-date contact details are particularly important. Your Practice will use the latest information provided by you to contact you. If your details change at any point, please inform us promptly so we may ensure our database is as up to date as possible.

**How we use your personal data.** How we use the personal data you give us is set out in our Privacy Notice at <https://www.mars.com/privacy>

**Use of your pet's information.** In the course of veterinary treatment of your pet, our parent company, Mars, will gather information about your pet and its treatment and you agree that Mars may store and use this information as needed to support the Mars Petcare family's ongoing efforts to improve the lives of pets and pet owners, and to enhance our products and services. For more information, please click [here](#).

#### 5. OUR VETERINARY SERVICES

**How and when we will accept your appointment for veterinary services.** A contract between us is formed once we acknowledge your appointment either via email (for online appointments), or verbally for appointments made in practice or over the telephone.

**Sometimes we may reject or re-schedule your appointment.** Sometimes we cannot accept appointments because we may, for example, not have appointment availability or need to re-schedule your appointment where we perhaps no longer have availability due to staff illness.

**How we will provide the veterinary services to your pet.** All veterinary services provided by us are supplied by suitably trained and/or qualified staff, taking into account the nature of the veterinary services to be supplied in each instance. We will always carry out the veterinary services with reasonable skill and care.

**When we will perform the veterinary services.** We will carry out the veterinary services by the time or within the period which we agree. If you and we have agreed no time or period, this will be within a reasonable time.

**We are not responsible for matters outside our control.** If our supply of your goods or veterinary services is materially delayed or prevented by an event outside our control for example, but not limited to, staff sickness, equipment failure or emergency site closure, we will contact you as soon as possible to let you know and do what we can to reduce the delay. If the delay is likely to be substantial you can contact us to end the contract and receive a refund for any goods or veterinary services you have paid for in advance, but not received.

**When are appointments available?** You and your pet(s) are attended to by veterinary surgeons, nurses and patient care assistants during consulting hours by appointment. Appointments are available in the morning, afternoon, and early evening at times which vary according to the day of the week. Please visit Your Practice website for further information on their opening hours.

**Treatment plans.** A treatment plan for the supply of veterinary services will normally be agreed with you following an initial consultation and in advance of any further treatment. We may not be able to prepare a treatment plan in some circumstances e.g. in an emergency.

**What will happen in an emergency?** In an emergency, where reasonably possible, we will take steps to contact you to agree the veterinary services prior to performance. Where we are unable to contact you, we reserve the right to provide veterinary services as are reasonably necessary, in our professional judgement, without your agreement.

## 6. OUT OF HOURS VETERINARY SERVICES

**Out of hours care.** We will offer your pet care 24/7 either via ourselves, through our other practices, or through our third-party partners. Out of hours care (including at weekends), whether in a Linnaeus practice or a third-party provider may attract higher fees. Where out of hours care is carried out at a Linnaeus practice, we will notify you of the relevant charges before providing any non-emergency treatment to your pet.

**What happens if your pet requires an overnight stay?** We understand that different levels of care are needed in differing circumstances, and we will discuss with you where your pet will stay, the associated charges, monitoring requirements, pain relief and other medical requirements, as well as emotional requirements of your pet. Where we are not able to provide this service ourselves, we will ensure that another of our practices or a third-party provider is able to offer this service for your pet.

**House visits.** In special circumstances, and at an additional cost (as notified to you by Your Practice) we can arrange a house visit to treat your pet. Sometimes we may request that you bring your pet to the surgery if we feel this will be in the pet's best interest (e.g., because we will have access to onsite equipment). A house visit will only be available with prior arrangement between you and Your Practice.

## 7. OUR GOODS

**When is a contract formed between us?** A contract between us is formed once we receive payment for the goods. You own the goods once we have received payment in full. The goods will be your responsibility from the time we deliver the goods to the address you gave to us, or you collect them from Your Practice.

**Delivery costs and timescales.** Goods posted to you will be sent by recorded delivery and subject to a post and packing charge (which will be notified to you before you place your order).

**Failure to collect.** The full Practice retail price may be charged if goods ordered, for example repeat prescriptions or special orders, are not collected by you.

**How you must use the goods.** The goods must only be used in accordance with the instructions supplied with them including within the packaging of the goods and as directed by the veterinary surgeon providing any veterinary services to your pet.

**Substitute goods.** If we cannot supply the goods we originally prescribed to you, but can substitute them with alternative goods, we will do so without notifying you where:

1. the difference between the goods ordered and the replacement goods are only minor and of no real significance; and
2. we are required by law or necessity, e.g. a medication ordered is no longer approved for treating a condition, or a supplier has stopped or scaled-back production.

Where we need to supply substitute goods that are significantly different to those prescribed, we will discuss this with you. If you do not want to accept the substitute goods you will have the option to cancel your order for the goods and receive a refund.

**Your rights.** Any goods that we supply to you will be as described, of satisfactory quality and fit for the purpose as expressly agreed by your pet's veterinary surgeon.

## 8. PRESCRIPTIONS

**Dispensation of medicines.** All medication prescribed by our vets is available to be dispensed directly from our surgeries at the time of your appointment (or ordered where unavailable immediately) in accordance with the RCVS and Veterinary Medicines Directorate Guidelines. All Prescription Only Medication (POM-V) is dispensed under the authority of the veterinary surgeon treating your pet.

**Medicine prices.** If you wish to buy a prescription medicine from Your Practice, the price of the medicine will be the price indicated to you by Your Practice.

**Request for written prescriptions.** Written prescriptions for veterinary medicines are available upon request. These can only be authorised by our vets and are restricted to pets under their care. The fee for this service covers the professional service of your veterinary surgeon in authorising appropriate medication, dosage advice, and maintaining the required accurate pharmacy records for your pet. All prescriptions will be provided in hard copy.

**Repeat prescriptions.** Our repeat prescription service for pets on long term medication allows you to re-order medication and/or written prescriptions in practice, over the phone and/or online. In compliance with the Royal College of Veterinary Surgeons best practice guidelines, we do insist that your pet is examined by your veterinary surgeon every six months (or more frequently should the recommendation for the use of a specific medication require it or we consider it necessary in order to confirm the clinical stability of your pet) and that any recommended diagnostic tests associated with monitoring the efficacy and/or side effects of the drug are completed. We will advise you when these are due.

Some flea and worm medication or POM-V medication used for preventative healthcare may also require that we check your pet's health annually before supply (and a charge will be made for this health check).

**Quantity of repeat prescriptions.** It is practice policy to limit the amount of any prescription only medication (POM-V) to that which our veterinary surgeons reasonably consider is required. Please discuss with us our policies in respect of individual POM-Vs if you are looking to use this service.

## 9. VACCINATION REMINDERS

Unless you have requested (either online or by notifying Your Practice in writing) that we do not contact you, we will endeavour to remind you of when annual vaccinations are due for your pets. Please note that this is a courtesy – there is no obligation on Your Practice or the staff regarding the consequences of failure to provide such reminders and it remains your responsibility to keep vaccines and other routine treatments up to date.

## 10. FEES AND PAYMENT

**Deposits and cancellation fees.** A “deposit” is a fee we may ask you to pay in advance to secure an appointment for your pet. A “cancellation fee” is a fee we may require you to pay if you fail to attend an appointment which you have made for your pet. **Where you cancel your appointment with less than 24 hours’ notice (within Your Practice’s normal working hours) or fail to attend an appointment, we reserve the right to retain your deposit as a cancellation fee to cover our costs of having kept that appointment open for you.**

**Price and VAT:** The price of the goods and veterinary services (which includes VAT) will be the price as notified to you by Your Practice. If the rate of VAT changes between your order date and the date we supply the goods and/or veterinary services we will adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

**Estimates.** For certain goods and veterinary services, we may be able to offer a fixed price but due to the nature of veterinary services it may be that we are only able to provide an estimate in advance for some veterinary services. Where an estimate is provided, this will be based on our best calculation, from our experience, of how much the course of treatment will cost, using our rates (e.g. expected number of overnight stays charged at £X per night).

Please bear in mind that any estimate given can only be approximate and is not binding – often a pet's illness will not follow a conventional course and there is a certain amount of unpredictability. We will try to contact you on the contact numbers you have given us if we believe the treatment costs are going to exceed the estimated costs however if you are not contactable, we will treat your pet as is necessary for the prevention of its pain or suffering.

**Changes to the price for new orders/appointments.** We may increase our fees at any time for any new appointments or orders.

**When do you have to pay?** We reserve the right to request payment for the whole or part of any veterinary services in advance. If we do not request payment in advance, payment (less any pre-paid deposit) will be taken at the end of your appointment or on discharge. Where you have purchased goods, payment may be taken in advance (where a medication or other goods need to be ordered) or otherwise will be taken upon collection. You may request a detailed and itemised breakdown for your invoice.

**Who is responsible for payment?** You will remain responsible for the cost of any treatment received by your pet, including where such treatment (goods or veterinary services) is requested by your Nominated Person.

**Registered owner.** You must update Your Practice if the registered owner of your pet changes so that we can keep our records up to date. If you have not updated us prior to charges being incurred under these terms, we may approach the registered owner on our system for payment.

**Accepted methods of payment.** We accept cash and the following credit cards and debit cards: Switch, Solo, MasterCard, Amex, Visa, and Delta. In some cases, we may accept relevant vouchers that are valid and in date. We do not accept cheques. Any credit or debit 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 added in respect of bank charges together with interest on the invoice amount (as set out below).

## 11. LATE PAYMENT

**Payment issues.** If, for any reason, you are unable to settle your account as specified please discuss the matter as soon as possible with Your Practice.

**Debt collection.** After due notice to you, overdue accounts may be referred to our debt collection department or an external agency and further charges may be levied in respect of costs incurred in collecting the debt. This can include production of reports, correspondence, courts fees, attendance at court, phone calls, and home visits.

**We charge interest on late payments.** If we are unable to collect any payment you owe us, we may charge interest on the overdue amount at the rate of 8% a year above the Bank of England base rate from time to time. This interest accrues daily from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

## 12. WHAT TO DO IF YOU HAVE AN ISSUE WITH YOUR GOODS OR VETERINARY SERVICES YOU RECEIVE

**You have rights if there is something wrong with goods and/or veterinary services you receive.** We honour our legal duty to provide you with goods and veterinary services that are as described to you on our website and in our practices and that meet all the requirements imposed by law. If you are buying goods from us, we have a legal obligation to supply them in conformity with the contract. For detailed information please visit the Citizens Advice website [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk). Nothing in these terms will affect your legal rights.

Unfortunately, we understand that on rare occasions, you may experience issues with our goods and/or veterinary services. If you think there is something wrong with the goods and/or veterinary services purchased from us, please contact us using the contact details set out at the beginning of these terms.

**Your obligation to return rejected goods.** If you wish to exercise your legal rights to reject goods you must either return them to Your Practice or post them back to us. We will pay the costs of postage or collection.

## 13. OUR RIGHT TO CANCEL YOUR APPOINTMENT/ORDER

We can end our contract with you for the goods and/or veterinary services and claim any compensation due to us if:

- If you break any of the terms of the contract, including if you do not make payment to us when it is due, and you still do not make payment within 14 days of us reminding you that payment is due;
- within a reasonable time of us asking for it, you do not provide us with information or cooperation that we need to provide the goods and/or veterinary services, for example information about your pet; or
- there is reasonable suspicion of criminal activity (e.g. theft or fraud) or you display violent, offensive, dangerous, or abusive behaviours towards practice staff and/or other customers.

In each instance, we will refund you for any goods and/or veterinary services you have paid for in advance, but not received but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of you breaking the contract.

## 14. WHEN AND HOW WE WILL REFUND YOU

If your order relates to goods or veterinary services that have not been provided, we will refund you, as soon as possible and within 14 days of you telling us that you wished to cancel your order. If you are sending back goods to us, we will refund you within 14 days of receiving them back from you (or receiving evidence you have sent

them to us). We will refund you by the method you used for payment. We do not charge a fee for the refund. Please note that no refunds are available for prescription drugs which have been dispensed to you.

## 15. LIMITS ON OUR RESPONSIBILITY TO YOU

**Our responsibility for loss or damage suffered by you.** We are responsible for losses you suffer caused by us breaking this contract unless the loss is:

- **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have, in our sole opinion, expected it (so, in the law, the loss was unforeseeable).
- **Caused by a delaying event outside our control.** As long as we have taken the steps set out in section 5, we are not responsible for delays outside our control.
- **Avoidable.** Something you could have avoided by taking reasonable action. For example, but not limited to, following the instructions provided on the medication.
- **A business loss.** We are not liable for business loss. We only supply goods and/or veterinary services for domestic and private use. If you use the goods and/or veterinary 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.
- **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:
  - 1) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
  - 2) for fraud or fraudulent misrepresentation;
  - 3) for breach of your legal rights in relation to the goods and/or veterinary services including the right to receive goods and/or veterinary services which are:
    - a) as described and match information we provided to you and any sample or model seen or examined by you;
    - b) of satisfactory quality;
    - c) fit for any particular purpose made known to us;
    - d) supplied with reasonable skill and care and, where installed by us, correctly installed; and
    - e) for defective goods and veterinary services under the Consumer Protection Act 1987.

## 16. ANIMAL INSURANCE

**Direct and Indirect Claims.** We strongly support the principle of insuring your pet against unexpected illness or accidents. For some insurers and in some instances, we can submit claims directly to your insurers (for which a fee will be payable) (**a direct claim**).

**Indirect Claims.** For indirect claims, you will be responsible for settling your account in the normal way directly with us at the time of treatment. If you require information from us as part of your claim, we will provide reasonable assistance as soon as we are able to.

**Direct Claims.** It is important to understand that if, having carried out careful checks with you and your insurers, we decide that we are prepared to undertake a direct claim for the treatment of your pet, this is not a guarantee that your insurers will settle your claim.

Any anticipated shortfall in the cost of treatment that is not covered by your insurance company will be payable by you to us at the time of making the first direct claim. Any additional shortfall that is owing after a claim has been settled will also be payable by you to us.

Please be aware that it remains your responsibility to settle your account within thirty (30) days of treatment, if we have not received payment from your insurance company, for any reason, within that time period.

**Information to Insurers.** You agree that your personal information or any other information that may be relevant to either an indirect or direct claim may be shared with your insurers, in order for your claim to be administered.

## 17. CONSENT

**Consent for procedures.** Written signed consent for procedures is required in all cases of admission to our practice and/or hospital.

**Consent for non-licensed goods.** Consent is also required for the use of medications in species for which they were not licensed e.g., rabbits and rodents. In this case a lifetime consent form will be provided to allow this to be done without asking for specific permission in each and every separate case. This is required as the majority of veterinary drugs are not licensed for use in small mammals, reptiles, birds, fish, amphibians and invertebrates. In some instances, we may also suggest human alternative medicines which are not licensed for use in pets but have proven activity and in such circumstances, we will obtain your consent in advance. In all circumstances where licences are not available for the use of medicines with specific pets, we must use drugs which have a proven activity and efficiency despite a lack of licence.

## 18. OWNERSHIP OF CLINICAL RECORDS AND DIAGNOSTIC IMAGES

**Case records are owned by us.** Case records including radiographs, photographs and similar documents are the property of, and will be retained by us. Copies with a summary of the history can be passed on request to another veterinary surgeon taking over the case if needed on your request. The care given to your pet may involve making some specific investigations, for example taking radiographs or performing ultrasound scans. Even though we make a charge for carrying out these investigations and interpreting their results, ownership of the resulting record, for example a radiograph, photograph or video, remains with us.

## 19. REFERRALS AND SECOND OPINIONS

**When we might refer your pet to someone else.** On some occasions it may be necessary to refer your pet to another veterinary surgeon. This is normally only necessary if your pet's condition requires specialist knowledge or facilities that are not available in Your Practice. By way of example, this sometimes happens for orthopaedic issues or neurological cases which require MRI facilities. We do not charge a referral fee in such instances, but the receiving veterinary surgeon will charge directly for the veterinary services provided by them.

**Requesting a second opinion.** Second opinion appointments can be requested either to see another veterinary surgeon within our practice or to another veterinary practice. These are sometimes requested if a client wishes to confirm a diagnosis or obtain a different veterinary opinion. In all cases we will on request provide a full clinical history to the requesting veterinary surgeon or the client, but not both.

## 20. FEEDBACK, STANDARDS, AND COMPLAINTS

**Feedback.** We appreciate your feedback; it helps us to deliver outstanding quality care for you and your pet. If you have any questions or feedback for us, please speak to a member of Your Practice team. **We may use your feedback for marketing and/or internal training purposes.**

**You have several options for resolving disputes with us:**

- **Our complaints policy:** We want to avoid you feeling any unnecessary concern or frustration – most issues can be resolved informally; we would welcome the opportunity to discuss any concerns with you. Please speak to a member of Your Practice team as soon as possible who will do their best to resolve any problems you have with us or our goods and/ or veterinary services as per our complaints policy (our complaints policy can be found on Your Practice's website).
- **Resolving disputes without going to court:** If you remain unhappy with the outcome, the Veterinary Client Mediation Service (VCMS) offers a free of charge service that may be able to help. You can find more information at <https://www.vetmediation.co.uk/clients> VCMS can help you if your concern relates to the service you have received from Your Practice, the fees you have been charged or if there may have been professional negligence. Negligence in this context is defined as the failure of clinical staff to act in the way expected of similarly qualified professionals in those circumstances. You can learn more about negligence at <https://www.rcvs.org.uk/concerns/reference-information/a-note-on-negligence/> You can contact VCMS at - Tel: 0345 040 5834, Email: [enquiries@vetmediation.co.uk](mailto:enquiries@vetmediation.co.uk)
- **You can go to court:** These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

**When would the Royal College of Veterinary Surgeons (RCVS) get involved?** The RCVS can only deal with the most serious concerns that relate to a veterinary surgeon or veterinary nurse's professional conduct. This includes very poor professional performance which falls far short of the standards set out in the RCVS Code of Professional Conduct. These serious shortfalls can affect a veterinary surgeon/ veterinary nurse's ability to practise. If you think your concern is for the RCVS you can contact them on 02072020789 or fill in their short enquiry form at <https://animalowners.rcvs.org.uk/concerns/>

## **21. GENERAL**

**We can transfer our contract with you, so that a different organisation is responsible for supplying your goods and or veterinary services.** We will tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

**Nobody else has any rights under this contract.** This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

**If a court invalidates some of this contract, the rest of it will still apply.** If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

**Even if we delay in enforcing this contract, we can still enforce it later.** We might not immediately chase you for not doing something (like paying) or for doing something you are not allowed to, but that does not mean we cannot do it later.