

**Blackdown Farm Vets Limited is a Veterinary practice in England with a Company registration of 13385688 and Royal College of Veterinary Surgeons registration 7437286.**  
The principal place of business is Dalwood Hill Nursery, Burrow Knap Way, Dalwood, Devon, EX13 7ES.

## **Terms and Conditions of Business**

This document sets out the terms of business upon which we, Blackdown Farm Vets Limited (“Blackdown Farm Vets”), will provide Veterinary services.

By instructing us to perform services, or by purchasing or ordering goods you are confirming that you agree to these terms of business.

If we accept your instruction, purchase, or order, a legally binding contract is made between you and us.

### **Our commitment to you**

We aim to provide you with a first-class service. We aim to provide your animal(s) (‘animal’ denotes any species) with the highest standard of veterinary diagnostics, treatment and care.

### **Fees**

All professional fees, consumables and charges for drugs and services are subject to VAT at the current rate. Fee levels are determined by the time spent on a case, the level of intensity of investigation and treatment used, the expertise required and the technical equipment used, in addition to the costs of drugs, materials and consumables used.

We will discuss with you our fees and fee policy.

You agree to pay to Blackdown Farm Vets all costs and expenses that may be incurred whilst your animal is under Blackdown Farm Vets care.

You understand that if complications occur, the costs, which you will be liable for, may well be in excess of those first anticipated.

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

### **Invoicing and payment terms**

Payment terms are strictly at point of treatment and subsequent invoice unless an account has previously been agreed with Blackdown Farm Vets.

An itemised invoice will be produced at the conclusion of each investigation and/or treatment. Those clients who have been authorised an account will normally be invoiced at the end of each month.

Blackdown Farm Vets reserves the right to add a late payment fee of £25 to any outstanding invoice after 30 days of issue. This late payment fee may be waived at the discretion of Blackdown Farm Vets in exceptional

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circumstances. Any fees that are outstanding for more than 3 months are subject to a 5% interest charge and any subsequent debt collecting agency or court fees.

Clients who have a poor record for payment of invoices within the 30-day payment terms will, at the discretion of Blackdown Farm Vets, be placed under a 'payment on the day' category and will be required to pay at the time of a visit/ appointment.

Payment methods that are acceptable for this are cash, BACS or debit card.

If a substantial balance is outstanding on a client account the client may be requested to clear this before additional routine veterinary work will be undertaken. If a substantial balance remains outstanding despite requests that it be cleared then the client will be put 'on stop' and no further veterinary work will be undertaken save for emergency first aid.

Long-standing failure to pay fees will result in Blackdown Farm Vets informing the client in writing that they are no longer able to provide their veterinary care.

In the event of non-payment, you will be liable for our costs of recovery (including legal fees) and in addition we may refer your account to a debt collection agency and their fees will also be added to your debt and will be payable by you. Similarly, in the event that court action is necessary, all associated costs, including legal fees, will be claimed from you and these additional costs are likely to increase significantly your indebtedness to Blackdown Farm Vets.

### **Methods of payment**

The following methods are acceptable:

- Cards: Switch, Solo, Mastercard, Visa, Delta.
- BACS: For this method, please see our bank details on your invoice or contact our accounts department.
- Cheques: payable to Blackdown Farm Vets Limited will be accepted at our discretion.
- Cash.

### **Inability to pay**

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

### **Insurance**

Blackdown Farm Vets supports the principle of insuring animals against unexpected accident, illness or injury.

In the case of a claim for first opinion veterinary care or in an emergency the insurance company should be contacted at the earliest opportunity. If a case goes on to require referral you must inform your insurance company prior to your appointment that you have been referred and the nature of the condition/proposed treatment. In the case of an emergency referral, you must inform the insurance company at the earliest opportunity.

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

Provided that the insurance company has agreed the claim in principle, and that you have not made payment to us direct in advance of a claim, we require that payments of claims by insurance companies are made direct to us. To fulfil this requirement, you must ensure that your insurance claim form is appropriately signed, your insurance policy excess has been paid to the practice and you have instructed your insurance company to pay

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Blackdown Farm Vets directly. Please be aware that the cost of some aspects of the animal's care may not be covered by insurance (e.g., policy excess, hospitalisation).

These costs, together with any costs subsequently rejected by your insurance company, and any fees over the insured amount must be paid directly by you to Blackdown Farm Vets. Regardless of whether the animal is insured or not, the entire bill remains your responsibility until it is paid in full.

### **Consent Forms**

Before performing any test or procedure on your animal we will ask you to sign a consent form. In signing this form, you are agreeing that the proposed test or procedure has been clearly explained to you along with any potential consequences or possible complications and you are giving permission for the test or procedure to be carried out. The authorising signatory may be that of an authorised agent if the client themselves is not available. All signatories must be over 18 years of age. Signing the consent form also confirms that you agree to pay the associated fees within the timescale laid out under our payment terms.

### **Medication**

We are obliged by law to use veterinary medicines licensed in the UK for use in a given species wherever possible. Dosages of such medicines must be given as per the manufacturer's guidelines. Under certain circumstances the best course of treatment for your animal may require the use of a medicine not licensed for a given species or at a dose rate that differs from that recommended by the manufacturer. As such, we may recommend the use of a medicine 'off licence' and it will be prescribed for your animal in accordance with the cascade. Use of medicines in this way will be on the basis of careful consideration of the risks and benefits involved. You will be asked to sign an 'off licence' consent form to indicate that you understand the nature of the medicine that is prescribed.

### **Returned Medicines Policy**

The British Veterinary Association Code of Practice on Medicines (2000) states: 'Once stock has been dispensed it should not be accepted back into the dispensary. No returned goods should be offered for resale because there may have been problems with storage conditions beyond the veterinarian's control.'

This means that we are unable to refund the cost of returned medications, but we will safely dispose of any unused medications on your behalf.

### **Prescriptions**

Should you require a repeat prescription for your animal we require up to 24 hours notice to enable authorisation by a veterinary surgeon and preparation of the prescription ready for collection. Requests can be made via our website, over the phone, by email or in person. We are required by law to re-examine all animals on repeat or long-term medication at regular intervals. This enables us to monitor the animal's progress and to ensure that the medication given is still appropriate for the animal's condition. A 'prescription check' fee will not be charged for these examinations, but any associated laboratory fees will be chargeable.

Written prescriptions for Prescription Only Medications are available on request for animals under the care of Blackdown Farm Vets. This gives you the option of obtaining medicines from another veterinary surgery or a pharmacy. A 'prescription fee' is chargeable for this service and is charged per medicine.

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### **Out of Hours Charges**

Visit and consultation charges will be invoiced at an 'out of hours' rate for any veterinary service that was provided outside the normal opening times of Blackdown Farm Vets (being 8.00am to 5pm Monday to Friday). The 'out of hours' fees are not, within themselves, time dependent. On occasion and at the discretion of Blackdown Farm Vets a pre-arranged visit during 'out of hours' may be charged at 'within hours' rates usually for on-going administration of daily medication on a specific day.

### **Ownership of records**

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

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

### **Confidentiality and Data Protection**

Blackdown Farm Vets recognise that client confidentiality is of the utmost importance. Save as required to perform the agreed services or as required by law, we will not pass any of your client identifiable details (client data) to third parties without your permission (including permission given in these Terms and Conditions). Please refer to our Privacy Notice for further information regarding our use of your personal data and your rights in respect of this.

### **Feedback**

We are always pleased to receive feedback on the services that we provide, and this should be addressed to Paul Neilson (Director).

### **Complaints**

Whilst we strive to provide animals with the best possible standard of care, we recognise that on occasion you may feel that we don't get it right. Often the heart of the problem is poor communication, so if you have any grievance, please discuss this with us at the first opportunity.

If you wish to make a complaint, please do so in writing, to our Practice Manager in the first instance.

If you have any cause to dispute the fees on your invoice, please send written notice to our Finance department within 7 days of receiving your invoice by mail or email [Finance@BlackdownFarm.Vet](mailto:Finance@BlackdownFarm.Vet).

### **Additions and variations to these terms and conditions**

No addition or variation of these conditions will bind Blackdown Farm Vets unless it is specifically agreed in writing and signed by a Statutory Director of Blackdown Farm Vets only. No agent or person employed by, or under contract with the practice has the authority to alter or vary these conditions in any way.

### **Statutory Rights**

These terms and conditions do not affect your statutory rights.

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## **Client Relationship**

You will ensure that we have at all times up to date contact details for you and will inform us of any change of ownership of an animal. It is especially important that we have up to date telephone numbers, email addresses and the correct location address for all animals which are not kept at the client's home or registered with us location.

It will frequently be in the interests of animal welfare, continuity of care and treatment and of other considerations relevant to ensuring the best possible treatment and outcomes for animals under the care of Blackdown Farm Vets that Blackdown Farm Vets is able to communicate not only with the owner of the animal, but also with others either directly or indirectly involved in the care, management, custody or ownership of the animal in question or its insurance.

You accordingly authorise Blackdown Farm Vets to communicate with any and all such authorised third parties and to convey to them, as necessary, information which, but for this provision, might be regarded as confidential information between Blackdown Farm Vets and you.

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

If you are acting as an authorised agent of an owner of an animal, (including but not limited to an agent, representative, custodian, referring practice, an insurance company or other third party), you represent, warrant and undertake that you are duly authorised by the owner to engage the services of Blackdown Farm Vets in relation to such animal, provide information and personal data about the owner to Blackdown Farm Vets and, to the extent that you lack relevant authority, you hereby undertake to indemnify and keep indemnified Blackdown Farm Vets from and against all consequences of any such want of authority and confirm that you are liable for Blackdown Farm Vets fees for providing the services you instructed us to provide.

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## **Blackdown Farm Vets Privacy Policy and Data Protection Policy**

### **Privacy Policy**

Blackdown Farm Vets is committed to protecting and respecting your privacy and we recognise that client confidentiality is of paramount importance. We will not intentionally pass any of your client identifiable details (client data) to third parties without your permission unless required to do so on humane grounds for animal welfare. The client data that we hold about you on our database includes your name and contact details and specific details and records of any animals you have which are under our care and veterinary care that we have provided for them to date. We endeavour to maintain the correct details about you and your animals on our database and ask that you provide us with correct and updated information. Without the correct information it may not be possible for us to provide services to you. When holding and using your client data we will comply with the provisions of the Data Protection Act 1998.

This policy sets out the basis on which any client data we collect from you, or that you provide to us, will be used, stored, processed, and/or transferred by us. Please read the following carefully to understand our practices regarding your personal data and how we will treat it and your rights with respect to it.

For the purposes of the General Data Protection Regulation, the data controller is Blackdown Farm Vets Limited, (Company registration number 13385688) whose trading address is Dalwood Hill Nursery, Burrow Knap Way, Dalwood, Devon, EX13 7ES.

### **Client data we collect from you**

We will collect and process the following data about you:

- Client data you give us: This is data about you that you give us by filling in forms or by corresponding with us by phone, e-mail, in person or otherwise. It includes data you provide for the purposes of providing our services to you, when you use our services, register with us, use our repeat prescription facility on your website, participate in social media functions on our website or on our social media sites, enter a competition, promotion or survey and when you interact with our accounting and fee-paying systems. The data you give us may include your name, address, e-mail address and phone numbers, financial and credit card information, date of birth, names and details of animals owned by you or in your care, details of other service providers and referring vets that you interact with, insurance details and other information pertinent to the provision of our services.
- Client data we collect about you: With regard to each of your visits to our website we will automatically collect the following information:
- Technical information, including the Internet protocol (IP) address used to connect your computer to the Internet, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform, and geographical location.
- Analytical information about your visit, including the full Uniform Resource Locators (URL), clickstream to, through and from our website (including date and time), services and products you viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), methods used to browse away from the page, and device type.

### **Client data we receive from other sources**

This is data we receive about you from referring vets or other service providers. This data may include your name, address, e-mail address and phone numbers, financial and credit card information, date of birth, names and details of animals owned by you or in your care, details of other service providers and referring vets that you interact with, insurance details and other information pertinent to the provision of our services.

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## Website and cookies

Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our website. Our website may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies.

## How we use the client data collected

Client data you give to us will be used:

- To carry out our obligations arising from any contracts entered into between you and us and to provide you with the information, products and services that you request from us.
- To provide you with information about other goods and services we offer that are similar to those that you have already purchased or enquired about i.e., vaccination reminders via SMS.
- To notify you about changes to our service, our terms and conditions or our policies.
- To ensure that content from our website is presented in the most effective manner for you and for your computer.

Client data we collect about you will be used:

- To administer our website and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes.
- To improve our website to ensure that content is presented in the most effective manner for you and for your computer.
- To allow you to participate in interactive features of our service when you choose to do so.
- As part of our efforts to keep our website safe and secure.
- To measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you.
- To make suggestions and recommendations to you and other users of our website about goods or services that may interest you or them.

We will combine data received from other sources with data you give to us and data we collect about you. We will use this data and the combined information for the purposes set out above (depending on the types of data we receive).

## Our Legal Basis for processing your personal data

It is necessary for us to process your personal data for performance of the contract between us in relation to the services you have asked us to provide.

In certain circumstances, we may process your personal data after obtaining your consent to do so for the purposes of sending you marketing communications, inviting you to events and professional development courses, keeping you informed of Practice news and notifying you of changes within the Practice.

We will keep your personal data as set out below, or as necessary for conducting the business of providing the services to you and completing any contract with you:

- In accordance with the requirements and recommendations of HM Revenue and Customs.
- In accordance with the requirements and recommendations of the Royal College of Veterinary Surgeons (RCVS).
- In accordance with the requirements and recommendations of the Veterinary Defence Society (VDS).
- In accordance with our recruitment privacy policy

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## **Disclosure of your personal data**

You agree that we have the right to share your personal data with:

- Selected third parties including: Veterinary surgeons, business partners, suppliers and sub-contractors who act on our behalf for the performance of any contract we enter into with you or for the purpose of communicating with you.
- Analytics and search engine providers that assist us in the improvement and optimisation of our website.
- Credit reference agencies for the purpose of assessing your credit score where this is a condition of us entering into a contract with you.

We will disclose your personal data to third parties:

- If Blackdown Farm Vets or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
- If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of use or terms and conditions of supply and other agreements; or to protect the rights, property, or safety of Blackdown Farm Vets, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

## **Where we store your personal data**

The data that we collect from you will be stored reputable within the UK and Ireland. It may also be processed by staff within the UK or Ireland who work for one of our suppliers. This includes staff engaged in, among other things, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all reasonable steps necessary to ensure that your data is treated securely and in accordance with this privacy policy.

All information you provide to us is stored on our secure servers. Any payment transactions will be encrypted. All data transmitted via the website is secure due to the use of HTTPS meaning all data is encrypted and authenticated. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

## **Your rights**

You have a number of rights when it comes to your personal data. Further information and advice about your rights can be obtained from [www.ico.org.uk](http://www.ico.org.uk).

## **Changes to our privacy policy**

We amend these terms from time to time. Every time you wish to use our website, please check these terms to ensure you understand the terms that apply at that time.

## **Contact**

Questions, comments and requests regarding this privacy policy should be addressed to [hello@blackdownfarm.vet](mailto:hello@blackdownfarm.vet). If you no longer wish to receive communications, you can let us know by contacting us at [hello@blackdownfarm.vet](mailto:hello@blackdownfarm.vet). You may also update your preferred contact details at any time by contacting us at the above address. If we have your consent, we will contact you from time to time by post, e-mail, SMS text messages, telephone or other means including other electronic means such as Facebook and social media applications for marketing purposes, and only using such contact details as you provide to us.

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**Right of Access**

You have the right to access the personal data that Blackdown Farm Vets holds about you. To request a copy of this information please put your request in writing to [hello@BlackdownFarm.Vet](mailto:hello@BlackdownFarm.Vet).

**I AGREE TO BLACKDOWN FARM VETS TERMS AND CONDITIONS INCLUDING PRIVACY POLICY AND DATA PROTECTION POLICY**

**Signature:**

**Print Name:**

**Date:**

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