

**Please read the following important terms and conditions before you purchase anything from us or engage our services and check that they contain everything which you want and nothing that you are not willing to agree to.**

This contract sets out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

In this contract:

- ‘We’, ‘us’ or ‘our’ means Farr & Pursey Equine Veterinary Services Ltd; and
- ‘You’ ‘your’ ‘owner’ means the person buying veterinary services from us for the horse.
- ‘Horse’ means the animal we are providing our veterinary services to and includes all domesticated members of the Equidae family and related animals.
- By entering into this contract you are also confirming that you the legal owner of the horse and if requested are able to provide all necessary supporting documents as further detailed in clause 4 below. As such you are legally bound by this contract.
- In the event you are not the owner, you confirm that you have obtained valid and written consent from the owner to enter into this contract.

If you don't understand any of this contract and want to talk to us about it, please speak with our representative or contact us by:

- Email: [enquiries@farrandpursey.com](mailto:enquiries@farrandpursey.com) (*our email inbox is monitored/checked Monday to Friday: 8:30 am to 5 pm*); or
- telephone 01442 851921 (*we aim to answer calls which we receive Monday to Friday: 8:30 am to 5 pm*)

## **Who are we?**

*We are Farr & Pursey Equine Veterinary Services Limited (trading as Farr & Pursey)  
a company registered in England and Wales under company number: 09332169*

*Our registered office is at: The Old Tack Room, Church Farm Station Road, Aldbury,  
Tring, Hertfordshire, HP23 5RS*

## **1. INTRODUCTION**

- 1.1. If you buy services from us you agree to be legally bound by this contract.
- 1.2. When buying any services you also agree to be legally bound by:
  - 1.2.1. additional terms which may add to, or replace some of, this contract. This may happen for legal or regulatory reasons. We will contact you to let you know if we intend to do this by giving you one month's notice; and
  - 1.2.2. specific terms which apply to certain services.

All of the above documents form part of this contract as though set out in full here.

## **2. INFORMATION WE GIVE YOU**

- 2.1. By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made. We will give you this information in a clear and understandable way. Typically, our representative will give you this information on paper before you buy the services from us. Some of this information is also set out in this contract, such as information on our complaint handling policy (see clause 19).

2.2. The key information we give you by law forms part of this contract (as though it is set out in full here).

2.3. If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

### **3. YOUR PRIVACY AND PERSONAL INFORMATION**

3.1. Our Privacy Policy is available at [www.farrandpursey.com/downloads/terms.pdf](http://www.farrandpursey.com/downloads/terms.pdf).

3.2. Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

### **4. OWNERSHIP**

4.1. By entering into this contract you are also confirming that you the legal owner of the horse and if requested are able to provide all necessary supporting documents (e.g. dated receipt and a contract for the purchase of your horse along with any applicable equine passport, pursuant to the Equine Identification (England) Regulations 2018).

4.2. In the event there is more than one horse owner, you warrant that you have obtained all applicable written confirmation and consent from all other owners of the horse that we may carry out our services.

4.3. In the event of a horse being on loan, we request that prior to the commencement of any services that the loanee agreement is sent to Farr and Pursey Equine Services Ltd. If a loanee agreement is not in place, or Farr and Pursey Equine Veterinary Services Ltd have not been informed in writing of any specific clinical requirements by either the loanee or legal owner of the animal, by entering into this contract you imply you have legal informed consent for any services to be undertaken and are subsequently liable for any fees associated with such work.

### **5. PRE-PURCHASE EXAMINATIONS**

- 5.1. There will be instances where we carry out pre-purchase examinations or horse vetting's. This is often carried out at the request of a potential purchaser (or agent).
- 5.2. If the potential purchaser has requested such services, they will sign this contract and be legally bound by the terms of it.
- 5.3. Where we carry out such examinations, we will where possible follow additional safeguards to ensure the examination is fair and impartial.

## **6. ORDERING OUR SERVICES**

- 6.1. Below, we set out how a legally binding contract between you and us is made.
- 6.2. Any quotation given by us before you make an order for services is not a binding offer by us to supply such services.
- 6.3. When you ask us to provide services to you, you agree to be bound by these terms. When you confirm with our representative the service you require, they will acknowledge it either in person, over the telephone, or by email. This acknowledgement does not, however, mean that your request has automatically been accepted.
- 6.4. We may contact you to say that we do not accept your request. If we do this, we will try to tell you promptly why we do not accept your request for services. This is typically for the following reasons:
  - 6.4.1. we cannot carry out the services (this may be because, for example, we have a shortage of staff);
  - 6.4.2. we cannot authorise your payment;
  - 6.4.3. you are not allowed to buy the services from us;
  - 6.4.4. we are not allowed to sell the services to you; or
  - 6.4.5. there has been a mistake on the pricing or description of the services.
- 6.5. We will only accept your request for services when we confirm this to you by taking your phone call and confirming your request for a visit or we will email you to confirm this (Confirmation Email). At this point:
  - 6.5.1. a legally binding contract will be in place between you and us; and

6.5.2. we will start to carry out the services in the way you and we have agreed.

6.6. If you are under the age of 18 you may not buy any services from us. We reserve the right at all times to request sight of any identification document to verify your age.

## **7. CARRYING OUT OF THE SERVICES**

7.1. We must try to carry out the services by the time or within the period which you and we agree (either with our representative or in writing). If you and we have agreed no time or period, this will be within a reasonable time.

7.2. Our carrying out of the services might be affected by events beyond our reasonable control. If so, there might be a delay before we can restart the services, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances, but we will try to restart the services as soon as those events have been fixed. Examples of events which might be beyond our reasonable control include:

7.2.1. you change the services (and this means we have to do extra work or wait for extra materials);

7.2.2. we cannot access the site/yard at the times we agreed with you;

7.2.3. you have not prepared the site/yard in the way we agreed with you;

7.2.4. poor/adverse weather conditions;

7.2.5. Vehicle failure or related vehicle issues;

7.2.6. Traffic delays when trying to attend the site to carry out our services.

7.3. When we carry out the services, we might not have all of the materials we need. This might be for a number of reasons, such as:

7.3.1. whether or not we have provided an estimate, the condition of the horse or the area where the services are being carried out might become apparent only when we start carrying out the services and it might not have been possible to establish it until that point.

- 7.3.2. materials are not delivered at the time agreed with the supplier of the materials or there has been an issue/error with the material delivered or a mechanical issue/failure of equipment (and we can't source a cost-effective replacement in time).

## **8. CHARGES AND PAYMENT**

- 8.1. We will let you know the basis of calculating the charges for the services and related prescription (and any extra charges such as delivery charges) to the fullest extent possible when you place an order with us.
- 8.2. We charge for our services on a time-spent basis and we will provide an estimate of such services to you beforehand. This will be based on our best guess, from our experience, on how much our services will cost. If we can and you ask us for it, we will let you have a number of estimates (eg best case scenario, worst case scenario and likely scenario). We may charge you a lower or higher amount than stated in the estimate. Where we charge you a higher amount, this might occur for a number of reasons, in particular, if what you need us to do changes, or the amount of services you need us to carry out increases or is different from what we and you agreed before we started carrying out the services; or when we carry out the services, it becomes clear the extent of services we will need to carry out is different from what we agreed before we started carrying out the services and we could not have reasonably foreseen this. Your invoice will show the dates when the services were carried out and other key information. This may include added interest on any balance outstanding (please see 8.7). Please contact us using the contact details at the top of this contract, if you want any further information on your invoice or have a query on it.
- 8.3. We may charge you for any travel time at our standard scale of charges in force at the time.
- 8.4. We accept cash, cheques, BACS payment, and the following credit cards and debit cards: Visa Mastercard.
- 8.5. You will be invoiced and your credit card or debit card will only be charged when the treatment has been carried out (subject to clause 8.7 and 8.8).
- 8.6. All payments by credit card or debit card need to be authorised by the relevant card issuer.
- 8.7. If your payment is not received by us under clause 8.5, we may charge interest on any balance outstanding at the rate of 3% percentage points per year above

- Santander Bank plc's base rate. We will email you to let you know if we intend to do this.
- 8.8. If we do not receive payment within 90 days of issuing the invoice we reserve the right to:
- 8.8.1. make a referral to our debt collection agency. Please note further charges will be payable as a result of costs incurred in connection with collecting the debt and, in such case, any costs levied by the debt collection agency will be added on to the outstanding balance owed by you and/or we will seek to recover any legal expenses from you. Please note that the use of debt collection agencies and County Court Judgements could affect your future credit rating.
- 8.9. Nothing in this clause affects your legal rights to cancel the contract during the cancellation period as set out in clauses 9 and 10.
- 8.10. The price of the services:
- 8.10.1. is in pounds sterling (£)(GBP);
- 8.10.2. includes VAT at the applicable rate;
- 8.11. We offer a 5% discount for payment at the time of service, or if payment is received within one working day of the date of our invoice.

## **9. RIGHT TO CANCEL**

- 9.1. You have the right to cancel this contract within 14 days without giving any reason. However, you do not have the right to cancel if you requested for us to start providing the services during the cancellation period and the services (or part of them) have been performed (ie the work has been started or completed) during this period. This is further explained in clauses 9.5 and 9.6 below.
- 9.2. The cancellation period will expire after 14 days from the day of the conclusion of the contract.
- 9.3. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (eg a letter sent by post, fax or email) using the contact details at the top of this contract.

- 9.4. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- 9.5. We will not start providing the services during the 14-day cancellation period unless you ask us to. You can request for us to start providing the services during the cancellation period by letting us know to start the services.
- 9.6. This means that if you requested for us to start providing the services during the cancellation period and the services are partially or fully performed (i.e. the treatment has started) during this period, you lose your right to cancel and may be required to pay the full price (or a sufficient amount for the work carried out) under this contract even if the cancellation period has not expired.

## **10. EFFECTS OF CANCELLATION**

- 10.1. If you cancel this contract, we will reimburse to you all payments received from you unless you requested for us to start providing the services during the cancellation period, in which case you must pay us:
- 10.1.1. for the services we provided up to the time you told us that you want to cancel this contract, which will be an amount in proportion to the services performed up to that point in comparison with the full price under this contract; or
- 10.1.2. the full price under this contract, if you lost your right to cancel this contract because the services were fully performed (ie the work was completed) during the cancellation period.
- 10.2. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.
- 10.3. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

## **11. HORSE INSURANCE**

- 11.1. We strongly recommend you taking out appropriate insurance for your horse. However, the insurance policy is a contract between you as owner of the horse (the policy holder) and the insurer. As such you are the only person that has the right to submit a claim under the relevant policy as you are the policy holder.

- 11.2. It is your responsibility (as per your contract with us) to pay our charges pursuant to clause 8 and then settle any claim with your relevant insurer. Some insurance companies will agree to make payment directly to the relevant practice. We will consider accepting payment directly from an insurance company if a valid, completed claim form has been submitted and the policy excess and relevant administration fee has been paid. However, we reserve the right not to accept direct payments from insurance companies.

## **12. NATURE OF THE SERVICES**

- 12.1. The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example:
- 12.1.1. the services must be carried out with reasonable care and skill;
  - 12.1.2. you must pay a reasonable price for the services, and no more if you and we haven't fixed a price for the services; and
  - 12.1.3. we must carry out the services within a reasonable time if you and we haven't fixed a time for the services to be carried out.

## **13. OUR REQUIREMENTS**

### **13.1. Minimum Vaccination Requirements**

- 13.1.1. All horses that are registered with us must (as a minimum) be vaccinated against tetanus. We reserve the right to request additional vaccination requirements from time to time.

### **13.2. Passports**

- 13.2.1. All horses must have valid passports pursuant to the Equine Identification (England) Regulations 2018, which should be available for us to check and verify (where do not have prior knowledge of the status of the horse). All passports must be signed by the owner of the horse.
- 13.2.2. By providing a signed and valid passport you confirm that the horse is 'not intended' for human consumption.
- 13.2.3. In the event you are unable to supply a passport we require immediate access and sight to a valid, up to date and detailed medicine record. In addition you will be required to fill out the **BEVA "Equine requiring emergency treatment in the**

**absence of a passport form**” (we can provide a copy if necessary) which we must see a copy of prior to any medicines being prescribed and used. By completing this form you confirm that the horse is ‘not intended’ for human consumption.

#### **14. OWNERSHIP OF RECORDS**

- 14.1. In performance of our services we may need to carry out specific investigations and veterinary diagnostic services, this includes but is not limited to X-ray, ultrasound scan, ECG, endoscopy, gastroscopy, CT or MRI on your horse (“Records”).
- 14.2. The Records will be collected as a result of the service we are providing you, and they will at all times remain the sole property of Farr & Pursey Equine.
- 14.3. We may take photographs of the horse for clinical evaluation. There may instances where we post these photographs on our social media channels. We will obtain your consent prior to doing so.

#### **15. PRESCRIPTIONS**

- 15.1. Prescriptions are available to be purchased from Farr & Pursey Equine. You may obtain Prescription Only Medicines, Category V or (POM-Vs) from us. Alternatively, you can obtain these prescription medicines from another veterinary surgeon or a pharmacy.
- 15.2. We can only prescribe POM-Vs for animals under your care and subject to this contract. A prescription may not be appropriate for an in-patient or where immediate treatment is necessary. You will be informed, on request, of the price of any medicine that may be dispensed for your animal.
- 15.3. We have a professional obligation and responsibility to re-assess an animal requiring repeat prescriptions every 6 months, but this may vary from time to time taking into account individual circumstances. The standard charge for a re-examination is available on request and on our website.
- 15.4. **Please note** - We cannot accept the return of any prescription drugs as such items cannot be resold, however we can assist with the safe disposal of medication that is no longer needed, further details are available from our staff.

**16. EMERGENCY SERVICES**

- 16.1. In accordance with the rules and regulations of The Royal College of Veterinary Surgeons (RCVS), we provide a full 24-hour emergency service. In the event of an emergency you must contact a veterinary surgeon on: 01442 851921.

**17. END OF THE CONTRACT**

If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

**18. LIMIT ON OUR RESPONSIBILITY TO YOU**

- 18.1. Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

18.1.1. losses that:

18.1.1.1. were not foreseeable to you and us when the contract was formed;

18.1.1.2. were not caused by any breach on our part;

18.1.2. business losses; and

18.1.3. losses to non-consumers.

18.2. Subject to Clause 18.1, we will not be liable for the death or illness of, or injury to, the horse, horse owner or anyone under their control or for damage to, or theft of, any of their property (including the horse, tack, equipment and vehicles).

**19. DISPUTES**

19.1. We will try to resolve any disputes with you quickly and efficiently.

19.2. If you are unhappy with:

19.2.1. the services;

19.2.2. our service to you generally; or

19.2.3. any other matter,

please contact us as soon as possible.

19.3. If you and we cannot resolve a dispute using our internal complaint handling procedure, we will:

19.3.1. let you know that we cannot settle the dispute with you; and

19.3.2. if we feel it is of a professional nature then you may write to our professional body: The Royal College of Veterinary Surgeons, Belgravia House, 62-64 Horseferry Road, London SW1P 2AF.

19.4. If you want to take court proceedings, the courts of the part of the United Kingdom in which you live will have non-exclusive jurisdiction in relation to this contract.

19.5. The laws of England and Wales will apply to this contract.

## **20. THIRD PARTY RIGHTS**

20.1. No one other than a party to this contract has any right to enforce any term of this contract.

## **21. OUR RIGHTS TO END THE AGREEMENT**

21.1. Without affecting any other right or remedy available to it, we may terminate this contract with immediate effect by giving written notice to you if:

21.1.1. you fail to you commit a material breach of any term of the contract and that breach is irremediable or (if such breach is remediable) and you fail to remedy that breach within a period of 14 days after being notified to do so.

21.1.2. you reschedule a previously agreed appointment on 2 separate and individual occasions;

21.1.3. You fail to appropriately action any advice we have provided.