

ANIMAL HEALTH TRUST TERMS & CONDITIONS FOR VETERINARY REFERRALS



PART 1 : GENERAL TERMS AND CONDITIONS WHICH APPLY TO ALL CONTRACTS

1.1 Services to be performed and charges

1.1.1 Subject to these terms and conditions, the Animal Health Trust ("the Trust") shall perform such services and carry out such works ("Services") as are expressly agreed between the Trust and the Client (which expression shall mean and include the owner of an animal, the owner's veterinary surgeon or other agent, together and singly where the context requires, or any other person with whom the Trust agrees to provide Services as the case may be).

1.1.2 The Trust will charge the Client at the rates specified in the Price List (see 1.6 below) unless otherwise agreed.

1.2 Payment 1.2.1 Itemised invoices will normally be produced and rendered by the Trust to the Client. Invoices presented to the Client in person immediately on completion of a Service shall be paid in full by the Client on presentation. Other invoices shall be paid in full by the Client within 30 days of receipt of the invoice.

1.2.2 Interest may be charged on any amount remaining unpaid 30 days after the payment date. Interest will run at 2 percent above the base rate of National Westminster Bank PLC from time to time.

1.2.3 Clients who's account results in the employment of a debt recovery agency will incur a standard charge to cover these costs. Details of this charge are available upon request.

1.3 Rights to sub-contract and employ agents

1.3.1 The Trust may employ any person, company or firm as its agent or sub-contractor to perform all or any of its obligations or duties under this agreement.

1.4 Acceptance and limitation of liability 1.4.1 The Trust will accept liability for death or physical injury to persons caused, whether directly or indirectly, by the negligence of the Trust, but the Trust shall be under no such liability resulting from any cause other than the Trust's negligence as aforesaid.

1.4.2 Save as expressly provided in paragraph 1.4.1 above:

1.4.2.1 The Trust shall be under no liability in contract tort or otherwise in respect of any loss of profit business or prize money indirect or consequential loss or damage of any nature whether or not such loss or damage be caused by the negligence of the Trust.

1.4.2.2 Subject as aforesaid the liability of the Trust for loss or damage whether in contract tort or otherwise shall in no circumstances whatsoever exceed an amount equal to the charges payable to the Trust in respect of the treatment, examination, test(s) or goods in respect of which claim is made against the Trust or the sum of £2,500, whichever is the greater.

1.4.2.3 No claim shall be made against any employees or agents of the Trust. For the purpose of this paragraph 1.4.2.3 only the Trust contracts as the agent of its employees and agents.

1.5 Force majeure1.5.1 Neither the Trust, nor any of its employees or agents, shall be under any liability whatsoever to the Client for non-performance, part-performance, defective performance or delay in the performance of any of the Services supplied or to be supplied by the Trust hereunder, directly or indirectly caused by events beyond the control of the Trust.

1.5.2 Such events will include, without prejudice to the generality of the foregoing, industrial action, whether at the Trust or not.

1.5.3 If extra work or waiting time is caused, or extra expenses are incurred by reason of any event of force majeure, such extra work or waiting time will be charged to and paid by the Client at the applicable rates, and such extra expenses reimbursed to the Trust by the Client.

1.5.4 If the method or mode of performance contemplated or anticipated by the Trust is affected by force majeure, the Trust shall be under no obligation to perform by any other method or mode but may consult with the Client and review alternative methods of performance, all the additional expense being payable by the Client.

1.6 Price List1.6.1 A current Price List is available on request from the Trust's premises.

1.6.2 The Trust has the right to review the Price List from time to time.

1.7 Exclusion of other terms

These terms and conditions shall prevail notwithstanding any printed or other terms and conditions contained in any order acceptance of estimate, confirmation of contract or otherwise brought to the Trust's notice.

PART 2: ADDITIONAL TERMS AND CONDITIONS WHICH APPLY TO THE ADMISSION OF ANIMALS TO THE TRUST'S PREMISES

2.1 General

2.1.1 Animals will be accepted for treatment only at the request of, or with the agreement of, the owner's veterinary surgeon.

2.1.2 The Trust is not responsible for conveyance of animals to and from its premises.

2.1.3 The general charges made by the Trust for keep and attention as set out in the Price List (see 1.6 above) do not include charges of a special nature which may be incurred in particular cases (for example, the cost of special diets, drugs, operations, shoeing, harness, clothing or intensive nursing fees).