Terms & Conditions for Consumers

1 These terms

1.1 **What these terms cover**. These are the terms and conditions on which we supply our products and/or services to you.

1.2 **Why you should read them**. Please read these terms carefully before you register your pet (or other animal) with and submit your order to us. These terms tell you who we are, how we will provide products and services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

1.3 **Terminology**. All references in these terms to our "*typical consulting hours*", "*out of hours*" times, or any "*visit fee*", "*initial consultation fee*" and/or "*hourly rate*" refer to the times and price structures communicated to you by us at the time you place an order or at an appropriate alternative time by a member of our team. Each "*visit fee*" is calculated as communicated to you by us at the time you place an order (or at an appropriate alternative time by a member of our team). Each "*initial consultation fee*" refers to the basic fee charged to you for the initial part of an Appointment or Site Visit (see clause 3.2.1 below).

1.4 **The animals we treat**. All references in these terms to:

1.4.1 "*Equine*" means any horse or other member of the horse family which (acting reasonably) we are willing to treat;

1.4.2 "*Farm Animals*" means any animal kept for the production of food, wool, skins or fur or for use in the farming of land or the carrying on of any agricultural activity which (acting reasonably) we are willing to treat; and

1.4.3 "*Small Animals*" means an animal which is not an Equine or Farm Animal and which (acting reasonably) we are willing to treat.

2 Information about us and how to contact us

2.1 **Who we are and how to contact us**. We are VetPartners Practices Ireland Limited trading as Advanced Pet Care Smith and Foley of Bellavista, Bective Street, Kells, Co.Meath, A82 X275 Our contact details are as provided at the time we accept your order, or as may otherwise be updated from time to time on our website.

2.2 **How we may contact you**. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provide to us.

2.3 **"Writing" includes emails**. When we use the words "writing" or "written" in these terms, this includes emails.

3 Our contract with you

3.1 **How long estimates are valid for.** Any estimate from us is valid for 28 days starting with the date on which we communicate it to you. An estimate will be provided in writing and will indicate the probable costs of services and/or products required in order to pursue a course of treatment or surgical procedure. It is only indicative and should not be regarded as a fixed price. Additional costs which cannot be predicted at the outset may occur as treatments progress.

3.2 **How you place an order.** You place an order with us:

3.2.1 in respect of services, when you book:

(i) an appointment with a member of our team at our premises (an "**Appointment**");

(ii) a site visit requiring at least one member of our team to attend at premises which are not our premises (a "**Site Visit**"); or

3.2.2 when you request:

(i) emergency cover from us; or

(ii) the supply of another service from us; and

3.2.3 in respect of products, when you ask us to supply the products to you.

3.3 **How we will accept your order**. Our acceptance of your order will take place:

3.3.1 if you place an order over the telephone or online, when we email you to accept it or a member of our team otherwise indicates that we accept your order; or

3.3.2 if you place an order in person at our premises, or during a Site Visit, when a member of our team agrees to it,

at which point a contract will come into existence between you and us.

3.4 **If we cannot accept your order**. If we are unable to accept your order, we will inform you of this as soon as reasonably practicable and will not charge you for the service or the product. This might, for example, be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

4 Our services

4.1 **What you will pay.** When you order services from us in relation to your animal, you agree to pay:

4.1.1 the relevant initial consultation fee and any applicable surcharge, including but not limited to those indicated by us in relation to Small Animals, Equine or Farm Animals , in respect of an Appointment; or

4.1.2 the relevant initial consultation fee, visit fee, and any applicable surcharge, including but not limited to those indicated by us in relation to Small Animals, Equine or Farm Animals (and in particular those calculated according to the relevant standard hourly rate), per member of our team due to attend, in respect of any Site Visit; or

4.1.3 the relevant price for the service agreed between you and us, and/or charged to us in relation to any out of hours services provided to you by a third party in accordance with clause 14 of these terms.

4.2 **When you cancel an Appointment or a Site Visit.** If you cancel an Appointment or a Site Visit less than one (1) business day (i.e. any day which is not on a weekend or a public or bank holiday in the Republic of Ireland before its scheduled date, you agree to pay the relevant initial consultation fee and/or any applicable visit fee indicated by us in relation to Small Animals, Equine or Farm Animals.

4.3 **If your Appointment or Site Visit leads to further products and services being recommended.** Your Appointment or Site Visit may lead to us recommending further treatment or products and/or services for your animal. If you place an order for further services and/or products in response to such a recommendation, it will be treated as a new order for the purposes of clause 3.2 of these terms.

5 Our products

5.1 **What we stock.** We stock a range of products for all animals we treat, which may include Small Animals, Equine or Farm Animals (or particular species therein). We cannot guarantee that we will have any specific product in stock at any given time.

5.2 **What you will pay.** When you order products from us, you agree to pay to us:

5.2.1 the price quoted in any relevant estimate (as described in clause 3.1) from us; and

5.2.2 any other relevant prices we communicate to you before you purchase the products.

6 Providing the products to you

6.1 **We are not responsible for delays outside our control**. If our supply of any products is delayed by an event outside our control then we will contact you as soon as practicable to let you know and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for such delay, but if there is a substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

6.2 **Collection by you**. You agree to collect the products from our premises at any time during our typical consulting hours.

6.2.1 **If you do not collect the products from us**. If you do not collect the products from us as arranged we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange collection we may end the contract and clause 22.2 will apply.

6.3 **Delivery by us.** We (or any carrier we may engage) will deliver the products specified in your order to such location as you and we may agree. The costs of delivery will be communicated to you before any such delivery is arranged. We will contact you with an estimated delivery date, which will be within thirty days of the date on which we accept your order, unless otherwise indicated by a member of our team.

6.3.1 **If you are not at home when the product is delivered.** If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we (or any carrier we may engage) will leave you a note informing you of how to rearrange delivery or collect the products from a local depot (or, as required, our premises).

6.3.2 **If you do not re-arrange delivery.** If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot (or, as required, our premises) we (or any carrier we may engage) will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection, we may end the contract and clause 22.2 will apply. If, as a result of any failure to re-arrange delivery, any products due to be delivered pass their expiry date, we will not be obliged to source and provide replacement Products (though we may, at our discretion, agree to do so). We will not in any circumstances be liable where such replacement products cannot be sourced, and we may end the contract and clause 22.2 will apply.

6.4 **When you become responsible for the products**. The products will be your responsibility from the time you collect them from us, or from the time we deliver (or our carrier delivers) the product to the address you gave to us.

6.5 **When you own products**. You own the products from the later of: when you become responsible for them under clause 6.4; and when we have received payment for them in full.

6.6 **Reasons we may suspend the supply of products to you**. We may have to suspend the supply of products to:

6.6.1 deal with technical problems or make minor technical changes; and/or

6.6.2 update the products to reflect changes in relevant laws and regulatory requirements.

6.7 **Your rights if we suspend the supply of products**. We will contact you in advance to tell you if we will be suspending supply of the relevant product, unless the problem is urgent or an emergency. If we have to suspend supply of any product, we will do what we can to provide a suitable alternative product. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than fourteen (14) days and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

6.8 **We may also suspend supply of the products if you do not pay**. If you do not pay us for the products when you are supposed to (see clause 8.3) and you still do not make payment within fourteen (14) days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. As well as suspending the products we can also charge you interest on your overdue payments (see clause 8.4).

6.9 **We may provide the products in instalments.** We may provide the products in instalments, which shall charged to and paid for by you separately. Each instalment shall constitute a separate order subject to these terms. Any defect in one instalment won't entitle you to cancel any other instalment.

6.10 **When we can provide medicines and products with a hygiene seal.** We can't provide you with any medicines and/or products with a hygiene seal until you have paid all relevant prices for such products to us.

7 Your obligations

7.1 **Other things you agree to do.** You agree to:

7.1.1 co-operate with us, our team members and contractors in all matters relating to us providing the services and/or the products;

7.1.2 tell us about and ensure that we, our team members and contractors have access to all relevant or required site access guidelines, biosecurity requirements and hazards, and such other information and materials as we may reasonably require in order to access any premises for a Site Visit, and ensure that such information is complete and accurate;

7.1.3 provide us, our team members and contractors with access to your premises and other facilities (or where you don't control those premises and/or other facilities, ensure that such access is provided by the relevant party in control of those premises and/or other

facilities) as is reasonably required to provide the services and/or the products;

7.1.4 provide us, our team members and contractors with all fully accurate information and materials (including information relating to the animal's medical history and, where necessary, authorisation to contact other veterinary surgeons to obtain that medical history) as may reasonably be required to supply the services and/or the products;

7.1.5 comply with any relevant guidelines in force in relation to the prevention of Covid-19, other diseases and illnesses;

7.1.6 ensure your premises (or any relevant premises) are prepared in such a manner that we can supply the services and/or the products;

7.1.7 comply with all applicable laws, including health and safety laws.

7.2 **What will happen if you do not give required information to us**. We may need certain information from you so that we can supply our services or products to you, for example, the information referred to at clause 7.1 of these terms. If so, this will be notified to you before you place your order. We will contact you to ask for this information and may request authorisation to contact other parties such as veterinary surgeons to obtain it. If you do not give us this information or provide such authorisation within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may:

7.2.1 end our contract (and clause 22.2 will apply); or

7.2.2 make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result.

We will not be responsible for supplying the services or products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it, or for any damages caused by you providing us with inaccurate information.

8 Price and payment

8.1 **We will pass on changes in the rate of VAT**. All of our prices include VAT. If the rate of VAT changes between your order date and the date we supply the services and/or products, we will adjust the rate of VAT that you pay, unless you have already paid for the services and/or products in full before the change in the rate of VAT takes effect.

8.2 **What happens if we got the price wrong**. It is always possible that, despite our best efforts, some of the services and/or products we sell may be incorrectly priced. Where the services' or products' correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.

8.3 **When you must pay and how you must pay**. We may accept payment by cash, credit and debit card, or, where we expressly agree in writing, by bank transfer in full and cleared funds to a bank account nominated in writing by us. When you must pay depends on what product you are buying:

8.3.1 For **services**, you must pay:

(i) before or when we provide them; or

(ii) where we expressly agree in writing to provide an invoice in relation to the services, following receipt of an invoice from us.

8.3.2 For **medicines and/or products containing a hygiene seal**, you must pay before or when you collect such products.

8.3.3 For **products** not including medicines and/or products containing a hygiene seal, you must pay:

(i) before or when you collect them; or

(ii) where we expressly agree in writing to provide an invoice in relation to the relevant products, following receipt of an invoice from us.

8.4 **We can charge interest if you pay late**. If you do not make any payment to us by any due date as set out under clause 8.3 of these terms we may charge interest to you on the overdue amount at the rate of up to four percent (4%) a year above the European Central Bank base rate from time to time but at up to four percent (4%) a year for any period when that base rate is below 0%. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

8.5 **What to do if you think an invoice is wrong**. If you think an invoice is wrong please contact us promptly to let us know. Once the dispute is resolved we may charge you interest on correctly invoiced sums from the original due date.

9 Inability to pay

9.1 **What if you can't pay?** If, for any reason, you are unable to pay for any services and/or products pursuant to these terms, please discuss the matter with a member of our team as soon as possible and before any treatment or services take place or the collection of any products.

9.2 **Use of third party debt collectors by us.** If you can't pay for services and/or products after we have provided them to you under these terms, we are allowed to instruct a third party debt collector to recover the relevant payment from you. You acknowledge and agree that, if requested by us, you shall pay all reasonable costs incurred by us in relation to such third-party debt collectors.

9.3

10 Animal insurance

10.1 **Direct claims.** If you settle an animal insurance claim directly with your insurer, this does not transfer liability for fees incurred to us. If at any point an insurer refuses payment for a direct claim, you will still be fully liable for all costs incurred. The insurance policy is a private agreement between you and your insurer. We cannot be involved in disputes over non-payment of insurance claims. We allow 30 days from completion of an insurance claim form to receiving settlement. Should the insurer not settle within that time period, you may be required to settle the outstanding fees in full in accordance with clause 8 of these terms.

11 Vaccination reminders

11.1 **It is your responsibility to check your animal's vaccinations are up-to-date.** Whilst we may make reasonable efforts to send out reminders for vaccinations, it is your responsibility to keep your animal's vaccinations, including those required to obtain and/or maintain pet passports and/or other travel

documentation, up to date. If you delay or fail to do so, and this causes us to restart a course of vaccinations, you will be responsible for any costs that are incurred in such regard.

12 Professional obligations

12.1 **Compliance with applicable laws and regulatory requirements.** We confirm that we will provide all services and/or products in compliance with applicable laws and any regulatory requirements on us as a provider of professional veterinary medical services.

13 Medicines

13.1 A veterinary surgeon may prescribe prescription only Medicines only for animals under their care. A prescription may not be appropriate if your animal is an in-patient or immediate treatment is necessary. You will be informed, on request, of the price of any prescription for medicine(s) that may be prescribed for your animal(s) and agree to pay all such fees in accordance with clauses 5 and 8 above. You are requested to give us three (3) business days' notice for repeat prescriptions.

13.2 We reserve the right, in our sole discretion, to refuse to provide prescription only medicines where you bring a prescription slip to us completed by a veterinary surgeon who is not a member of our team and we are unable to sufficiently verify the genuineness of that prescription slip.

13.3 We cannot refund the cost of returned medicines. Unused medicines should be returned to us for safe disposal and we will charge for such disposal in accordance with clauses 4 and 8 above.

14 Typical consulting hours, emergencies and out of hours in-patient care

14.1 **When we are open.** We may, subject to availability, provide Appointments and/or Site Visits during our typical consulting hours.

14.2 **Emergencies.** We will exercise reasonable efforts to expediently meet the needs of your animal should an emergency arise outside of our typical consulting hours. This may, where appropriate, include us sourcing out of hours care from third parties. Where out of hours services are provided by a third party these terms shall apply to the provision of those services, unless the relevant third party provider requires you to enter into separate terms covering those services directly with that third party provider.

If you require veterinary assistance or guidance outside of our typical consulting hours, call us and you will be directed to our out of hours services. Where we provide any out of hours services, you agree to pay us the relevant out of hours initial consultation fee and any applicable visit fee and/or surcharge (including those calculated at the out of hours hourly rate). Additional charges will be incurred in respect of any further treatment.

14.3 **If your animal needs to stay with us.** If we accept your animal for hospitalisation at our premises overnight or over the weekend, the frequency of checks will be determined by the veterinary surgeon and other members of our team will then attend your animal as appropriate. If your animal is critically ill, continuous monitoring can be provided if deemed necessary. To the extent practicable, we will provide you with an estimate in respect of the fees for such inpatient care prior to that care commencing.

15 Second opinions and referrals

15.1 **Where you ask us for a second opinion.** We will always ask for the details of your current veterinary surgeon if you ask us to see your animal to provide a second opinion. You consent to personal data such as your name and address/email address/telephone number being shared with your current veterinary surgeon to enable us to request your animal's medical history.

15.2 **If we recommend a referral or consultation.** From time to time, including for the provision of out of hours services, we may suggest referral to a specialist and/or outside consultants for a consultation, investigations or a procedure. If you decide to proceed with the referral, you consent to us passing your contact details on to the referral centre or consultant so they can contact you to arrange a mutually convenient appointment. The referral centre or consultant will then notify us of the appointment date and we will arrange for the medical records and any test result, radiographs or similar to be sent to that referral centre or consultant in advance of the appointment.

16 Ownership of records

16.1 **Records.** We may carry out investigations on your animal. If we do so we will own the resulting records at all times. You may view your animal's clinical notes on request, and we will endeavour to provide you with access to those notes within a reasonable time following such a request, subject to any applicable charges under clause 4.1 of these terms. Copies of our records may be passed on, by request, to another veterinary surgeon should the need arise.

16.2 **We may use your pet's clinical information.** We may use your animal's clinical information in an anonymised or pseudo-anonymised form, for activities including quality improvement, research and clinical audit. In this way, we aim to continually improve the care and services we give. Your animal's data will not be shared with third parties outside of our company group or any of our other veterinary practices.

17 Complaints and standards

17.1 **If you want to make a complaint.** We hope to ensure that you never have recourse to complain about the standards of service you receive from us. However, if you feel there is something you wish to raise, please contact a member of our team, who will address your concerns and may escalate it internally as is appropriate. If you are not satisfied with the outcome of this process you should direct your comments within twenty-eight (28) days in writing, to the address indicated on our website. An acknowledgement will be sent by return and then a period will elapse while the case is investigated, and reports collated from our team members involved. A reply in writing will follow, usually within twenty-eight (28) days although the period may be longer if our manager or the team members involved are temporarily unavailable or delayed.

17.2 **Standards.** We will not tolerate any aggressive, or abusive behaviour to any member of our team, consultant, student or other contractor or individual engaged by us, or any of our other clients, whether at our premises, during a Site Visit, online or on social media, or otherwise, at any time. If you behave in such a way you will be asked to leave our premises immediately and you may then be notified in writing that you must find alternative veterinary cover.

18 Your rights to make changes

18.1 If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as

a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 20).

19 Our rights to make changes

19.1 **Changes to the services and products**. We may change the services and/or products:

19.1.1 to reflect changes in relevant laws and regulatory requirements; and

19.1.2 as notified to you at the time, to respond to any situation arising regarding your animal during an Appointment or a Site Visit.

19.2 **Changes to these terms**. We may make changes to these terms, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received. A new version of the terms will be posted on our website and will take effect immediately upon posting. If you place an Order after the new terms come into effect, you will be deemed to have indicated your agreement to be bound by those new terms under any new contract.

20 Your rights to end the contract

20.1 **You can always end your contract with us**. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract.

20.1.1 **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), **see** clause 23.

20.1.2 **If you want to end the contract because of something we have done or have told you we are going to do**, please refer to clause 20.2.

20.1.3 **If you have just changed your mind about the product**, please refer to clause 20.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any products.

20.1.4 **In all other cases (if we are not at fault and there is no right to change your mind)**, please refer to clause 20.4.

20.2 **Ending the contract because of something we have done or are going to do**. If you are ending a contract for a reason set out at clauses 20.2.1 to 20.2.4 below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

20.2.1 we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 19.2);

20.2.2 we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

20.2.3 there is a risk that supply of the products may be significantly delayed because of events outside our control; or

20.2.4 you have a legal right to end the contract because of something we have done wrong.

20.3 **Exercising your right to change your mind (European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013)**. For most products bought away from our premises, over the telephone or online you have a legal right to change your mind within 14 days and receive a refund.

20.3.1 **When you don't have the right to change your mind**. You do not have a right to change your mind in respect of:

(i) services, once these have been completed, even if the cancellation period is still running;

(ii) medicines;

(iii) products sealed for health protection or hygiene purposes

(iv) products which are food or other items intended for current consumption; and

(v) any products which become mixed inseparably with other items after their delivery.

20.3.2 **How long do you have to change your mind?** Where clause 20.3.1 of these terms doesn't apply, how long you have to change your mind depends on what you have ordered:

(i) **Have you bought services?** If so, subject to clause 4.2 of these terms, you have fourteen (14) days after the day we confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind (and in accordance with clause 4.1 of these terms).

20.3.3 **Have you bought products?**, If so you have fourteen (14) days after the day you (or someone you nominate) collect the products (subject to clause 6.2.1 of these terms).

20.4 **Ending the contract where we are not at fault and there is no right to change your mind**. Even if we are not at fault and you do not have a right to change your mind (see clause 20.3), including where you buy products on our premises, you can still end the contract before it is completed but you may have to pay us compensation. A contract for products is completed when the product is collected and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) the amounts described at clauses 4 and/or 6 of these terms. To the extent that we agree to accept a return of any products you have collected, you agree to comply with clause 21.2.3.

21 How to end the contract with us (including if you have changed your mind)

21.1 **Tell us you want to end the contract**. To end the contract with us, please let us know by doing one of the following:

21.1.1 **Phone or email**. Call or email us on the number and email address provided at the time we accept you order, or as may otherwise be updated from time to time on our website. Please provide your name, home address,

details of the order and, where available, your phone number and email address.

21.1.2 **By post**. Print off the cancellation form below and post it to us at the address on the form. Or simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address.

21.2 **Returning products after ending the contract**.

21.2.1 If you end the contract by exercising your right to change your mind in accordance with clause 20.3, after products have been collected by or delivered to you, you must return them to us within 14 days of telling us you wish to end the contract.

21.2.2 If you are ending the contract because we have told you of an upcoming change to the products or these terms, an error in pricing or description, a delay due to events outside our control or because you are exercising your legal rights to end the contract because of something we have done wrong then we will pay the costs of return in accordance with clause 21.3. You must either return the products in person to where you bought them, or post them back to us at the address provided at the time we accept your order, or as may otherwise be updated from time to time on our website (unless we otherwise agree to collect the relevant products from you). Please call or email us for a return label. Please note that we do not accept returns of any medicines or products containing a hygiene seal, as detailed further by clause 23.3

21.2.3 In all other circumstances you must pay the full costs of return of any products.

21.3 **When we will pay the costs of return**. We will pay the reasonable, direct costs of return postage (or otherwise arrange to collect the relevant products from you):

21.3.1 if the products are faulty or misdescribed; or

21.3.2 if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances you must pay the costs of return.

21.4 **How we will refund you**. We will refund you the price you paid for the products by the method you used for payment. However, we may make deductions from the price, as described below.

21.5 **Deductions from refunds if you are exercising your right to change your mind**. If you are exercising your right to change your mind:

21.5.1 We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the products, if this has been caused by your handling them in a way which would not be permitted at our premises. If we refund you the price paid before we are able to inspect the products and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

21.5.2 Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

21.6 **When your refund will be made**. We will make any refunds due to you as soon as is reasonably possible. If you are exercising your right to change your mind then:

21.6.1 If the products are products, your refund will be made within fourteen (14) days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us.

21.6.2 In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

22 Our rights to end the contract

22.1 **We may end the contract if you break it**. We may end the contract for a product at any time by writing to you if:

22.1.1 you do not make any payment to us when it is due and you still do not make payment within fourteen (14) days of us reminding you that payment is due;

22.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services or products, for example, your animal's medical history;

22.1.3 you do not act in accordance with clause 7 of these terms;

22.1.4 you do not, within a reasonable time, collect the products (or any part of them) from us;

22.1.5 you act in breach of clause 17.2 of these terms; or

22.1.6 there is an irremediable breakdown in trust between you and us such that, in our reasonable opinion, our ongoing provider-client relationship becomes untenable.

22.2 **You must compensate us if you break the contract**. If we end the contract in the situations set out in clause 22.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge reasonable compensation for the net costs we will incur as a result of your breaking the contract.

22.3 **You must pay all outstanding fees if you break the contract.** If we end the contract in the situations set out in clause 22.1, you must pay all fees outstanding under clauses 8.3.1(ii) and/or 8.3.3(ii) of these terms without delay.

22.4 **You must return products you have not paid for**. If we end the contract in the situations set out in clause 22.1, you agree to return, at no cost to us, all products provided to you under clauses 8.3.1(ii) and/or 8.3.3(ii) of these terms which you have not paid for.

23 If there is a problem with the product

23.1 **How to tell us about problems**. If you have any questions or complaints about the product, please contact us. You can telephone or write to us at the number, email address and postal address provided at the time we accept your order, or as may otherwise be updated from time to time on our website. Alternatively, please speak to one of our team members at our premises.

23.2 **Our duty to you**. We are under a legal duty to supply products that are in conformity with this contract. If you wish to exercise your legal rights to reject products please see clause 21 of these terms.

23.3 **Products manufactured by third parties.** Where we supply medicines and/or any products containing a hygiene seal, you acknowledge that we cannot repair, replace or accept returns of such items save in accordance with clause 13.3. Where we supply products (including medicines and/or any products containing a hygiene seal):

23.3.1 you may have additional manufacturer's warranties in respect of some products and we encourage you to consider those terms carefully; and

23.3.2 we may assist you in any reasonable arrangements to provide you with the benefit of any warranties made by a manufacturer of the products to us.

24 Our responsibility for loss or damage suffered by you, and your responsibility for loss or damage suffered by us

24.1 **We are responsible to you for foreseeable loss and damage caused by us**. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

24.2 **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 death or personal injury to a human being caused to you by our negligence or the negligence of our employees, agents or subcontractors, for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products; and, to the extent they are manufactured by us and/or a company that is a member of our corporate group, for defective products under the Consumer Protection Act 2007 and the Competition and Consumer Protection Act 2014 (as amended).

24.3 **You do not exclude or limit in any way your liability to us where it would be unlawful to do so.** This includes liability for death or personal injury to a human being caused to us, our employees, agents or subcontractors by you; or for fraud or fraudulent misrepresentation by you.

24.4 **When we are liable for damage to your property, and when you are liable for damage to our property**. If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services. Similarly, you are responsible for any damage (including as a result of any breach by you of your contract with us) caused to our vehicles, equipment or other property while we are visiting at your premises (or other relevant premises) or which you cause when you are at our premises.

24.5 **We are not liable for business losses**. We only supply the services and products to you under these terms for domestic and private purposes. If you use the services or products 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.

24.6 **We are not liable where you could have avoided the loss**. We will not be liable for any losses which you could have avoided by taking reasonable action. For example, if you fail to follow our or the relevant manufacturer's instructions when using our products with your pet.

25 How we may use your personal information

25.1 **How we may use your personal information**. We will only use your personal information as set out in our Privacy Policy

25.2 **Sharing your personal information with third party debt collectors.** For the avoidance of doubt, we may share your personal information with third party debt collectors who will use that personal information to collect any outstanding payments from you in accordance with clause 9.2 of these terms. We will do this on the lawful basis that it is in our legitimate interest to secure payment from you in relation to services and/or products we have provided to you in accordance with these terms.

26 Intellectual property rights

26.1 **Intellectual property rights.** All intellectual property rights in or arising out of or in connection with the services and/or the products (other than intellectual property rights in any materials you provide to us) shall be owned by us (to the extent they are not already owned by a third party). You agree to let us use all intellectual property rights in any materials you provide to us to enable us to provide the services and/or the products (and to obtain the appropriate permissions to allow us to do the same where such intellectual property rights are owned by third parties).

27 Other important terms

27.1 **We may transfer this Agreement to someone else**. We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within fourteen (14) days of us telling you about it and we will refund you any payments you have made in advance for services or products not provided.

27.2 **You need our consent to transfer your rights to someone else**. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

27.3 **Nobody else has any rights under this contract (except someone you pass your guarantee on to**. This contract is between you and us. No other person shall have any rights to enforce any of its terms Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

27.4 **If a court finds part of this contract illegal, the rest will continue in force**. Each of the clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

27.5 **Even if we delay in enforcing this contract, we can still enforce it later**. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

27.6 **Which laws apply to this contract and where you may bring legal proceedings**. These terms are governed by Irish law and you can bring legal proceedings in respect of the services and products in the Irish courts.

Schedule 1

Model Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract)

To Advanced Pet Care Smith and Foley of Bellavista, Bective Street, Kells, Co.Meath, A82 X275 (046) 924 0434 apckells@smithfoleyvet.com

I hereby give notice that I cancel my contract of sale of the products and/or services, ordered on [INSERT DATE].

Name: ……

Address: ……

Signature: ……

Date: ……