

# **Terms of Business**

Ballinger Equine is a dedicated first opinion ambulatory equine veterinary practice. We aim to provide your horse, pony or donkey with the very highest standard of equine veterinary treatment and care. Set out below are the company Terms of Business.

All clients registered with Ballinger Equine agree to the company Terms of Business and the conditions set out therein. The Terms of Business do not affect your statutory rights.

#### **Ballinger Equine Limited**

Ballinger Equine Limited, trading as Ballinger Equine, is a limited company incorporated in England and Wales, company registration number 10767942. The company's registered address is East Barn, Fairclough Hall Farm, Halls Green. Hitchin SG4 7DP.

The Practice address is East Barn, Fairclough Hall Farm, Halls Green, Hitchin SG4 7DP. The RCVS Registered Practice Premises number is 7240016.

The company directors are Dr Susanna Ballinger BVSc CertAVP(EP) MRCVS and Andrew Hillier MCIPR MCIJ.

### Our commitment to you

Ballinger Equine strives to provide your horse, pony or donkey with the highest standard of ambulatory veterinary treatment and care.

### Referrals

Ballinger Equine may advise that your horse, pony or donkey requires referral to a specialist veterinary surgeon, clinic or hospital. As an independent Practice, we will recommend the most appropriate specialist veterinary surgeon, hospital or treatment centre, ultimately you are free to choose where your horse is referred to. Ballinger Equine will undertake seamless liaison with the elected referral specialist, including the provision of all necessary clinical history and imaging.

### Fees

Ballinger Equine's professional service fees, veterinary medicines supplied and consumables used are subject to VAT at the current rate.

### Fee estimates

Ballinger Equine will provide a written estimate of the costs of treatment upon request.

Whilst we endeavour to ensure any estimate to be representative of the treatment, it is difficult to determine, in advance, and prior to diagnosis, what may be specifically required for your animal. Estimates are therefore subject to variation. Please be aware that where unexpected problems and complications transpire, costs may increase.

### Payment terms and methods

Ballinger Equine produces detailed invoices for all work undertaken. Initial visit and treatment fees for new clients (following registration) are payable on the day of the visit. Any subsequent transfer to our standard 14-day account terms is at the discretion of the company's Directors. Thereafter, accounts are to be settled, in full, strictly within 14 days of the date of the invoice. Any account queries must be raised, in writing, within 7 days of the invoice date.

Methods of payment include cash, cheque (post-dated cheques are not accepted), all major credit and debit cards (except AMEX) and online banking. The company's business bank account details are shown in full on your invoice.



Ballinger Equine reserves the right to charge interest (8% above the prevailing Bank of England base rate) on all overdue accounts. In the event of non-payment of accounts, we may refer you to a debt recovery agency and incurred fees will be added to your account and will be payable by you. In the event court action is necessary to obtain payment, all associated costs will be added to your account for payment by you.

#### Insurance cover

Ballinger Equine strongly supports the principle of insuring your horse, pony or donkey against unexpected illness or accident (veterinary fees insurance). We also recommend that all horses, ponies and donkeys be insured for third party liability.

The owner/keeper of the horse is solely responsible for payment of the veterinary fees account. An insurance policy is a contract between the owner/keeper of the animal concerned and the insurance company. The role of the insurance company is to reimburse the owner/keeper for fees paid for veterinary treatment. Such fees must be paid by the owner/keeper directly to Ballinger Equine within the standard 14-day terms. In some cases, direct claims from the insurance company may be made, but any excess charged, and non-insurance items, must be settled within the standard 14-day accounting period.

Ballinger Equine charges an administration fee for completion of all insurance claim forms. This fee is payable by the account holder. Fees are also chargeable for veterinary surgeons' letters and reports as required by insurers in the investigation of a claim.

For the avoidance of doubt, settlement of all client account fees, regardless of any insurance arrangements, is the sole responsibility of the account holder.

### **Passports**

All horses, ponies and donkeys are legally required to have a valid passport. This is to be kept with the animal and is to be available for inspection at all times.

Ballinger Equine recommends that all horses, ponies and donkeys under its care are signed 'not intended for human consumption' in their passports (section IX).

### Vaccinations

Ballinger Equine strongly advises that, as a minimum, all horses, ponies and donkeys are vaccinated for tetanus (in accordance with our recommended protocol).

We also advocate vaccination against equine influenza and equine herpes virus (EHV) 1,4.

### **Prescriptions**

Ballinger Equine is authorised by the UK Government Veterinary Medicines Directorate to supply prescriptiononly medicines, category V, (POM-V). Alternatively, we may provide a written prescription and you can obtain the prescribed medicines from other veterinary surgeons or pharmacies.

Our veterinary surgeons can only prescribe POM-Vs for animals under their care. A prescription may not be appropriate if immediate treatment is necessary. Information on the price of any medication is available upon request.

For horses, ponies or donkeys requiring repeat prescriptions, the Veterinary Medicines Directorate stipulates examination at least every 6 months. Fees for re-examination are charged and estimates for these are available upon request.

A fee is charged for writing a prescription and the prescription will be forwarded directly to the pharmacy from which the medicinal product is to be obtained.



### Ownership of records

All clinical records, diagnostic images and clinical recordings acquired during the diagnosis and treatment of your horse, pony or donkey remain the property of Ballinger Equine. The information may be used for such purposes as education, and professional or public presentations. Information used for such purposes will be anonymised, with identifying data removed.

### Out of hours care and emergencies

Ballinger Equine office hours are 0830hrs to 1700hrs, Monday to Friday (excluding bank holidays). Equine veterinary emergencies are handled 24 hours a day, 365 days a year.

In the case of an emergency, please call the office number (01462 414008). Outside office hours, your call will be automatically redirected to our emergency service and the duty veterinary surgeon will call you to arrange a visit, as necessary. Emergency visits are subject to additional charges.

#### Liability

Ballinger Equine will not be held responsible, and will not be liable for, any damage to animal, owner, keeper, handler or property whist the animal is under the care of its veterinary surgeons. It is the responsibility of the owner or keeper to insure the horse, pony or donkey and any property for accidental damage, injury or death and to the appropriate value.

# Data protection policy and GDPR

Ballinger Equine recognises that client confidentiality is of the utmost importance. We will not intentionally pass any personal identifiable details to third parties without prior permission, unless required to do so on humane grounds for animal welfare.

Ballinger Equine endeavours to ensure the accuracy of the information on its client records and requests clients provide correct and up-to-date information. Subject to client consent under GDPR, we may use the data we hold to communicate news, equine health alerts and offers directly to clients in the course of our providing a professional equine veterinary service.

Under GDPR all clients have a right of access to the personal data we hold on them. And for their information to be corrected or deleted. Any such enquiries are to be made in writing to the office. Refer to the company's GDPR statement for further information.

### Comments and complaints

Ballinger Equine prides itself on providing first class client service and patient care. We encourage feedback and treat complaints very seriously. In the first instance, a complaint should be raised by telephone, email or letter to the office. The managing director will discuss the matter with the staff involved and, to ensure the full facts are established, may wish to contact the complainant for further information. The managing director will then review the complaint with the company's veterinary director as to appropriate actions to be taken.

The complainant will receive a formal written response within 21 days of the date of the complaint. Should the matter not be considered satisfactorily concluded, and the complaint concerns professional standards, the issue may be referred by the complainant to The Royal College of Veterinary Surgeons, Belgravia House, 62-64 Horseferry Road, London SWIP 2AF.

# Additions and variations to terms of business

No addition to, or variation of, these Terms of Business will bind Ballinger Equine unless specifically agreed in writing and signed by both directors of the company. No person employed by, or under contract to, Ballinger Equine has the authority to alter or vary these Terms of Business in any way.

### Statutory rights

These terms of business do not affect your statutory rights.