

Donald S. McGregor and Partners Ltd

Veterinary Surgeons



Janet Street
Thurso
Caithness
KW14 7EG
T: 01847 892387
F: 01847 895233
E: thurso@dsmcg.co.uk

Company Number: 495194
Registered in Scotland.
Registered Address:
The Veterinary Surgery
Janet Street, Thurso KW14 7EG
admin@dsmcg.co.uk

Airport Industrial Estate
Wick
Caithness
KW1 4QS
T: 01955 602088
F: 01955 602940
E: wick@dsmcg.co.uk



Terms & Conditions

Farm Animal Clients

General Terms:

By accepting our services and purchasing our goods, you, the client, contractually agree to the Terms & Conditions of Business as laid out below. Some aspects of the terms may not be relevant to you and we recommend that you ask for further explanation or clarification from our accounts team if needed.

The accounts team can be contacted as below:

Accounts Department
Donald S. McGregor and Partners Limited
Veterinary Surgery
Janet Street
Thurso
KW14 7EG
Tel: 01847 892387
Email: admin@dsmcg.co.uk

Personal Details:

You must provide us with correct and up to date personal information to include name, contact details, animal details, details of ownership and details of other vets whose care the animals have been under.

In line with the Data Protection Act 2018, we promise to only use your personal details for the purpose of our business. You have a right of access, under data protection legislation to the personal data that we hold about you. Clinical and account information is the property of the practice and may be shared with appropriate 3rd parties in the normal course of business e.g. for credit control purposes, as stated in our Privacy Policy available on our website.

Fees:

Almost all fees and stock are subject to VAT at the standard rate. Fee levels are reviewed annually and are determined according to time spent on a case, resources, drugs, materials, consumables and diets used. We will produce a detailed invoice for every transaction.

Estimates of Treatment Costs:

Estimates of treatments costs can be given upon request. Please bear in mind that estimates will only be approximate as it can be difficult to estimate in advance how many drugs will be required and often an animal's condition may not progress as expected. We will always try to keep you informed of additional treatment/costs as they arise and as such it is important that you provide us with an appropriate contact number(s).

Payment Terms:

The payment terms are detailed below - but remember the terms may be different for Companion Animal and Equine Clients. Notwithstanding this, we reserve the right to ask clients for prepayment of services offered at any time.

Financial Referencing & Guarantors:

We reserve the right to reference current or prospective client's worthiness including the use of judgements. New clients may be required to pay for services or goods in advance until an account has been set up and verified.

Inability to pay:

If for any reason you are unable to settle your account as specified, we urge you to discuss this matter with a member of the accounts team as soon as possible. Be aware that instalment or part payments may only be sanctioned with the permission of the directors of the Practice. To ensure continued service, payment plans must be adhered to.

Overdue accounts, returned cheques etc:

Should an account not be settled within our payment terms, a reminder will be sent and we will add a surcharge to your account to cover our administrative costs. There is no charge for the first reminder, but each subsequent reminder may carry an accounting surcharge of £2.50.

As well as the surcharge in respect of reminders, we will also invoice you for all costs incurred whilst collecting the debt e.g. production of reports, calls, home visits, debt collection agencies, court and legal fees etc.

Bad debtors may be removed from our client list.

Where cheques are returned by our bank unpaid, credit card payment not honoured, direct debit payment not honoured or cash tendered that is found to be counterfeit, the account balance will be returned to the original sum and further charges added in respect of bank charges and administrative costs.

Disputes and Complaints:

We hope that you will never have cause for complaint regarding your account but where there is concern, please address your comments in the first instance to the Admin Team at the address above. If they are unable to resolve the issue at the time, please put the complaint in writing within 21 days of receiving your account.

Animal Insurance:

We encourage our clients to take out appropriate animal insurance but wish to clarify that any insurance policy held is an agreement between you and the insurance company – not with the Practice. We are not allowed to liaise/negotiate with the insurance company on your behalf. It is your responsibility to settle your account within our payment terms and then reclaim the fees from your insurance company . Only where specific agreement has been sought might we defer this requirement on the basis that your insurance form is signed so that payment is made directly to us and that the insurance company have agreed to the claim in principle.

You will be responsible for any excess and costs not covered by your insurance policy and any costs later rejected by your insurance company.

Please note that where an insurance company requests information from us, we are obliged to provide a complete medical history and full details of all costs. For the avoidance of doubt, we cannot influence or attempt to influence an insurance company.

Large Animal Payment Terms

Invoices are to be settled within 30 days from the date of the invoice. Statements will be sent every month along with the invoice for the previous month's work. We understand that outside payments to farmers can be erratic and therefore if there comes a point where it is difficult to settle an account then please do contact us as soon as possible in order that we can organise a regular payment plan with you.

If you fail to make any payment due to us for any goods and services supplied by us by the due date for payment, you shall be obliged to pay interest on the overdue amount at the rate of 4.5% per annum above Royal Bank of Scotland plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount. You shall pay interest together with the overdue amount.

We accept Switch, Visa or MasterCard credit/debit cards as methods of payment along with cash or cheque made payable to Donald S McGregor and Partners Limited.

We also accept standing orders, Direct Debit and BACS payments. Please see our details at the end of these Terms and Conditions of Business.

Online Banking or Standing Order Details:

Account name: **Donald S McGregor and Partners Limited**
Address: **Royal Bank of Scotland**
Thurso Branch, 11 Olrig Street, Thurso, Caithness, KW14 7BL
Sort Code: **83-27-23**
Account Number: **00655016**

Payment Reference: **Surname** and **last 6 digits** of account number
eg Mrs Sinclair, account number 17352/0001262 Enter **SINCLAIR00 1262**

Direct Debit

This is an easy way to ensure your account is paid on time. Payments are collected on the 20th of each month. Farm clients on Direct Debit payments are entitled to a discount on stock items charged to their account. If you want to take advantage of this system, then just print off a direct Debit Form (it is on the next page) and send it to our Thurso office to be processed.

Liability

We will provide our services using reasonable skill and care. You will follow all reasonable instructions which we give to you. We are responsible for loss or damage which you suffer that is foreseeable as a result of our breach of these terms or our negligence but we are not responsible for any loss or damage that is not foreseeable or which is suffered due to your failure to follow any of our instructions. We have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity. Further, we will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms that is caused by an event outside our reasonable control. If such an event takes place, we shall contact you as soon as reasonably possible to notify you.

Cancellation/ termination

You may cancel any provision of our services at any time before the start date for the provision of the services but you will pay us in respect of any goods which have been ordered in respect of those services. If you cancel provision of services where we have already started work, you will also pay us any costs we reasonably incurred in starting to provide the services. You may cancel provision of the services with immediate effect if we breach these terms in any material way and we do not fix the situation within 14 days of you asking us to do so; or if we go into liquidation, administration or receivership. Otherwise, you may only cancel if you give us 30 days notice in writing.

We may cancel the provision of services at any time before the estimated start date, due to an event outside our reasonable control or the unavailability of key personnel or key materials without which we cannot provide the services. We may cancel the provision of services at any time with immediate effect if you do not pay us when you are supposed to or if you breach these terms in any other material way and you do not fix the situation within 14 days of us asking you to in writing. Otherwise, once we have begun to provide the services to you, we may only cancel provision of the services by giving you 30 days notice in writing.

Other

We may transfer our rights and obligations under these terms to another organisation and we will notify you if this happens.

These terms are governed by Scots law and you and we agree to submit to the non-exclusive jurisdiction of the Scottish courts.



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Instruction to your bank or building society to pay by Direct Debit

Donald S McGregor and Partners Ltd

The Veterinary Surgery
Janet Street
Thurso
KW14 7EG

Name(s) of account holder(s)

Bank/building society account number

Branch sort code

Name and full postal address of your bank or building society

To: The Manager Bank/building society

Address

Postcode

Reference

Service user number

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FOR Donald S McGregor and Partners Ltd OFFICIAL USE ONLY
This is not part of the instruction to your bank or building society.

Account Surname -----

Account Address -----

Account number -----

Monthly pay in full/ fixed amount* -----

* Delete as appropriate

Instruction to your bank or building society

Please pay Donald S McGregor and Partners Ltd Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with Donald S McGregor and Partners Ltd and, if so, details will be passed electronically to my bank/building society.

Signature(s)

Date

Banks and building societies may not accept Direct Debit Instructions for some types of account

~~This guarantee should be detached and retained by the payer.~~

The Direct Debit Guarantee

This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits

If there are any changes to the amount, date or frequency of your Direct Debit (Donald S McGregor and Partners Ltd) will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request (Donald S McGregor and Partners Ltd) to collect a payment, confirmation of the amount and date will be given to you at the time of the request.

If an error is made in the payment of your Direct Debit, by (Donald S McGregor and Partners Ltd) or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society

— If you receive a refund you are not entitled to, you must pay it back when (Donald S McGregor and Partners Ltd) asks you to
 You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.



