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OUR TERMS

1. THESE TERMS

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

1.2 **Why you should read them.** Please read these terms carefully, they tell you who we are, how we will provide 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, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 **Who we are.** We are Harper Adams University (Charity Number 1147717) incorporated and registered in England and Wales with company number 8049710 whose registered office is at Harper Adams University, Edgmond, Newport, Shropshire, TF10 8NB. Our registered VAT number is 159144848.

2.2 **How to contact us.** You can contact us by telephoning 07970 327 956 or 07970 328 043 or by writing to us at Email: vetrehab@harper-adams.ac.uk Post: Veterinary Services Centre, Harper Adams University, Edgmond, Newport, Shropshire, TF10 8NB.

2.3 **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 provided to us at your time of registration

2.4 **"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 we will accept your business.** Our acceptance of your business will take place when we tell you that we are able to provide you with the services at which point a contract will come into existence between you and us.

3.2 **If we cannot accept your business.** If we are unable to accept your business, we will inform you of this and will not charge you for the services. This might be because of unexpected limits on our resources which we could not reasonably plan for or an unsatisfactory veterinary referral.

4. **YOUR RIGHTS TO MAKE CHANGES**

If you wish to make a change to the services please contact us. We will let you know if the change is possible. Please note that missed appointments and cancellations made with less than 24 hours' notice will still be charged in full. If it is possible we will let you know about any changes to the price of the services, their timing 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.

5. **OUR RIGHTS TO MAKE CHANGES**

5.1 **Minor changes to the services.** We may change the services:

- (a) to reflect changes in relevant laws and regulatory requirements and
- (b) to implement minor technical adjustments and improvements. These changes will not affect your use of the services.

5.2 **More significant changes to the services and these terms.** In addition, as we informed you in the description of the services , we may make the following changes to these terms or the services, but if we do so we will notify you and you may then contact us to end the contract and receive a full refund before the changes take effect:

- (a) An alternative therapist
- (b) An alternative therapy

6. **PROVIDING THE SERVICES**

6.1 **When we will provide the services.** We will supply the services to you from the date we accept your business until we have completed the services. The estimated completion date for the services is as discussed at our first appointment. OR until either you end the contract for the services as described in clause 7 or we end the contract by written notice to you as described in clause 8.

6.2 **Students.** As Harper Adams University is an educational establishment, whilst all appointments are led by a qualified therapist, students will be present. However, no student will be left unsupervised.

6.3 **We are not responsible for delays outside our control.** If our performance of the services is affected by an event outside our control then we will contact you as soon as possible 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 delays caused by the event but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received.

6.4 **If you do not allow us access to provide services.** If you have asked us to provide the services to you at your property and you do not allow us access to your property as arranged (and you do not have a good reason for this) we may charge you additional

costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 7.3 will apply.

6.5 **What will happen if you do not provide required information to us.** As we informed you in the description of the services , we will need certain information from you so that we can provide the services to you, for example, an acceptable veterinary referral form. We will contact you to ask for this information. If you do not, within a reasonable time of us asking for it, provide us with this information, or you provide us with incomplete or incorrect information, we may either end the contract (see clause 8.1) or 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 providing the services late or not providing 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.

6.6 **Reasons we may suspend the services.** We may have to suspend the services to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the services to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the services as requested by you or notified by us to you (see clause 5).

6.7 **Your rights if we suspend the services.** We will contact you in advance to tell you we will be suspending the services, unless the problem is urgent or an emergency. You may contact us to end the contract if we suspend the services, or tell you we are going to suspend them, in each case for a period of more than 3 weeks and we will refund any sums you have paid in advance for services not provided to you.

6.8 **We will suspend the services if you do not pay.** If you do not pay us for the services when you are supposed to (see clause 10) and you still do not make payment within 7 days of us reminding you that payment is due, we will suspend supply of the services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the services. We will not suspend the services where you dispute the unpaid invoice.. We will not charge you for the services during the period for which they are suspended.

7. YOUR RIGHTS TO END THE CONTRACT

7.1 **You can always end the contract before the services have been supplied and paid for.** You may contact us at any time to end the contract for the services, but in some circumstances we may charge you certain sums for doing so, as described below. If less than 24 hours' notice has been given of cancellation of a session, the fees for that session will be due in full.

7.2 **What happens if you have good reason for ending the contract.** If you are ending the contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any services which have not been provided or have not been properly provided. The relevant reasons are:

- (a) we have told you about an upcoming change to the services or these terms which you do not agree to (see clause 5.2);
- (b) we have told you about an error in the price or description of the services you have ordered and you do not wish to proceed;
- (c) there is a risk the services may be significantly delayed because of events outside our control;
- (d) we suspend the services for technical reasons, or notify you are going to suspend them for technical reasons, in each case for a period of more than 3 weeks; or
- (e) you have a legal right to end the contract because of something we have done wrong.

7.3 **What happens if you end the contract without a good reason.** If you are not ending the contract for one of the reasons set out in clause 7.2, the contract will end immediately but we may charge you compensation for the net costs we will incur as a result of your ending the contract.

8. OUR RIGHTS TO END THE CONTRACT

8.1 **We may end the contract if you break it.** We may end the contract at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
- (b) 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, for example, the required veterinary referral form];
- (c) you do not, within a reasonable time, give us access to your property to enable us to provide the services to you; or
- (d) your animal's health alters
- (e) your animal's behaviour results in it being unsuitable for treatment.

Should a situation arise whereby it is deemed by the therapist that it is not safe to continue providing treatment either for the animal or anyone involved in providing the treatment, then we may end the contract immediately without the need for written confirmation.

8.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 8.1 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you £30 as compensation for the net costs we will incur as a result of your breaking the contract

8.3 **We may stop providing the services.** We may write to you to let you know that we are going to stop providing the services. We will let you know at least 1 week in advance of our stopping the services and will refund any sums you have paid in advance for services which will not be provided.

9. **IF THERE IS A PROBLEM WITH THE SERVICES**

9.1 **How to tell us about problems.** If you have any questions or complaints about the services, please contact us. You can contact us by telephoning the vet physios on 07970 327 956 or 07970 328 043 or their manager Erica Martin on 01952 81 5218 or by writing to us at Email: vetrehab@harper-adams.ac.uk or Post: Veterinary Services Centre, Harper Adams University, Edgmond, Newport, Shropshire, TF10 8NB.[

9.2 **Summary of your legal rights.** See the information below for a summary of your key legal rights in relation to the services. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price upfront, what you're asked to pay must be reasonable.
- if you haven't agreed a time upfront, it must be carried out within a reasonable time.

10. **PRICE AND PAYMENT**

10.1 **Where to find the price for the services.** The price of the services which includes VAT will be the price set out in our Booking Appointments Sheet in force at the time we accept your business unless we have agreed another price in writing. We use our best efforts to ensure that the prices of services advised to you are correct.

10.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we provide the services, we will adjust the rate of VAT that you pay, unless you have already paid for the services in full before the change in the rate of VAT takes effect.

10.3 **When you must pay and how you must pay.** You must pay for the services at the time of delivery except for when a block discount booking has been made in which case payment is made on booking.

11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

11.1 **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 or is not a result of our breaking this contract or our failing to use reasonable care. 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.

11.2 **We are not liable for business losses.** We only supply the services for domestic and private use. If you use the services 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.

12. HOW WE MAY USE YOUR PERSONAL INFORMATION

12.1 **How we will use your personal information.** We will use the personal information you provide to us to:

- (a) provide the services;
- (b) process your payment for such services; and
- (c) if you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these communications at any time by contacting us.

12.2 **We will only give your personal information to third parties where the law either requires or allows us to do so.**

13. OTHER IMPORTANT TERMS

13.1 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

13.2 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority

decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

- 13.3 **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 or 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 services, we can still require you to make the payment at a later date.
- 13.4 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.
- 13.5 **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to consider alternative dispute resolution. We can discuss this possibility should the situation arise.