

# Donald S. McGregor and Partners Ltd

## Veterinary Surgeons



Janet Street  
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Caithness  
KW14 7EG  
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F: 01847 895233  
E: [thurso@dsmcg.co.uk](mailto:thurso@dsmcg.co.uk)

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

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



## Terms & Conditions

### Equine 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](mailto: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 monthly invoice for showing all transactions.

**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 Farm Animal and Companion Animal 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 creditworthiness 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 or admin team 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, action may be taken to recover the debt. Any further reminders will also be invoiced as will any 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. Completing the insurance form will incur a fee.

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.

### **Equine Payment Terms**

Invoices are to be settled within 30 days from the date of the statement. Where treatment is on-going we request payment is made after each monthly invoice. If invoices are not paid within 60 days, the account will be closed and will be referred to a debt collecting agency.

If you fail to make any payment due to us for any goods or services supplied by us by the due date for payment (i.e. within 30 days from the date of the statement), 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 the 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 online banking as a method of payment. Please see our details at the end of these Terms and Conditions of Business.

New clients will be required to pay for services or goods in advance until an account has been set up and verified.

### **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 **SINCLAIR 001262**  
or Mr Coghill, account number ADSMT/001234 – enter **COGHILL 001234**

**Direct Debit**

We also run a Direct Debit payment system. This is an easy way to ensure your account is paid on time. Payments are collected on the 20th of each month. 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

Service user number

2 9 0 0 6 5

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

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

Reference

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.



