

# Donald S. McGregor and Partners Ltd

## Veterinary Surgeons



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Company Number: 495194  
Registered in Scotland.  
Registered Address:  
The Veterinary Surgery  
Janet Street, Thurso KW14 7EG  
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## Terms & Conditions

### Companion 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](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 General Data Protection Regulations 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 on request.

**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 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 creditworthiness including the use of judgements. New clients will 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, 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 will carry an accounting surcharge of £2.50.

As well as the surcharges 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 contact 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.

### **Small Animal Payment Terms**

All invoices are due for immediate settlement at the end of the consultation, the discharge of your pet or upon collection of drugs/diets. In exceptional circumstances, alternative arrangements may be agreed in advance with written permission of the directors. Any clients with balances outstanding at the end of a month will be sent a reminder.

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 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 below.

### **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.



