

## TERMS AND CONDITIONS FOR HOME PET EUTHANASIA SERVICES

These Terms and Conditions are the standard terms that apply:

- A. to the booking and provision for You of any Services (as defined in Clause 1 below) by Hensol Veterinary Services Ltd (“Us”);
- B. where the client is a “Consumer” as defined by the Consumer Rights Act 2015.

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“ <b>Business</b> ”	means any business, trade, craft or profession carried on by You or any other person/organisation;
“ <b>Consumer</b> ”	means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual who receives services from Us wholly or mainly outside the purposes of any Business;
“ <b>Price List</b> ”	means Our standard price list for all Services which is available from our website: <a href="https://www.hensolvets.com/prices/">https://www.hensolvets.com/prices/</a>
“ <b>Regulations</b> ”	means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;
“ <b>Services</b> ”	means the provision of euthanasia and any other relevant services in accordance with these Terms and Conditions or any other services reasonably necessitated by any incident or problem arising during the Services;
“ <b>Service Area</b> ”	means the locational areas in which We provide Our Services namely Cardiff, Newport, the Vale of Glamorgan, Bridgend, Rhondda, Cwmbran and surrounding areas namely Caerphilly, Aberdare and Merthyr Tydfil;
“ <b>We/Us/Our</b> ”	means Hensol Veterinary Services Ltd a company registered in England and Wales under company number 13853469 and whose registered office address is Swyn-Y-Coed, St. Nicholas, Cardiff, Wales, CF5 6SG
“ <b>You/Your</b> ”	means an individual client to whom We agree to provide any Services for your pet; and
“ <b>Your Premises</b> ”	means the premises (usually Your home) which We agree with You will be where Our Services are carried out for You;

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

- 1.2.1 “these Terms and Conditions” is a reference to these Terms and Conditions; and
- 1.2.2 a Clause or sub-Clause is a reference to a Clause of these Terms and Conditions;
- 1.2.3 The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation of these Terms and Conditions;
- 1.2.4 Words signifying the singular number shall include the plural and vice versa; and

### 2. Bookings

- 2.1 In order to be provided with any Services Your Premises must be within our Services Area. You will need to enquire about Our Services by means of telephone, email, Whatsapp, social media or via our website. We may, on some occasions, need a telephone conversation with you prior to taking your booking.
- 2.2 You are required, during the conversation, mentioned in 2.1 above, to provide Us with certain information about You and Your pet. This includes, but is not limited to, your name and contact details, your pet’s name, age, breed, weight, clinical history and current medication list. The details

that You provide during these conversations must be complete and correct, including Your confirmation that You are 18 or over and a “Consumer”, and that You agree to these Terms and Conditions.

- 2.3 We may, during the communications mentioned above, provide you with a “provisional booking” for Us to attend. Your provisional booking will not be considered confirmed until:
  - 2.3.1 You accept our Terms and Conditions, which will be provided to You by means of email or text message link, (A copy is also available on Our Website); or
  - 2.3.2 You make payment in respect of the Services; and
  - 2.3.3 Following You undertaking either 2.3.1 or 2.3.2 above We will confirm with You whether Your booking is confirmed.
- 2.4 Where You make payment in respect of Our Services You will be deemed to have accepted these Terms and Conditions.
- 2.5 Where You fail to accept Our Terms and Conditions, or make payment, within 2 hours Your provisional booking may be released to another customer.
- 2.6 Our decision on whether or not to accept your request for Our Services is at Our absolute discretion. We may decline to provide Our Services when it comes to special or medically complicated cases. In such circumstances you will be notified of Our decision in written form (by text message or email where provided). We may, but offer no guarantee, offer a brief explanation as to why.
- 2.7 When We confirm that We accept Your booking there will be a contract between You and Us on these Terms and Conditions. However, You will not incur any obligations under that contract: You will only incur any obligations under any contract comprising of a booking made on these Terms and Conditions pursuant to and subject to Clause 3.

### **3. Booking and Cancellation of the Services and Consumer Rights**

- 3.1 You must be 18 or over and a “Consumer” to book any of Our Services.
- 3.2 A time/date booking is subject to availability. Our usual operating hours are Monday to Friday 9am until 6pm. We may, subject to Our availability, offer evenings and weekends, which are treated as emergency bookings. We will not reserve or guarantee any particular time/date booking until You book and pay in advance, if required, for it and We accept the booking.
- 3.3 We will only provide Services to You if You have pre-booked and, if the Services require, paid in advance.
- 3.4 If You need to reschedule any Services, please provide Us with as much notice as possible, and in event at least two hours before the booking time by notifying Us by phone on 07496966205 or email to: [info@hensolvets.com](mailto:info@hensolvets.com) Any request to reschedule will be to a date and time convenient to Us and We cannot guarantee that the rescheduled date will be within any specific period of time as it will be dependent upon the Services booked.
- 3.5 Your request to book Services will be Your offer to make that booking on the basis of the contents of the information you provide to Us at the time of Your enquiry and these Terms and Conditions. Whether We accept any such booking will be for Us to decide in Our discretion whenever You make such an offer. Only if and when We tell You that We accept Your request to book particular Services will there be a binding contract between You and Us for the Services.
- 3.6 You may cancel any Services without charge if You give Us at least 2 hours prior notice of the cancellation. If You do so We will refund You any sum You paid in advance unless when You cancel You ask instead to rebook for a later time and date and if We then, at our discretion, accept that substitute booking.
- 3.7 If You do not give Us at least 2 hours prior notice of cancellation of any Services, We will be entitled to charge You for any net financial loss that We suffer due to Your cancellation but that charge will be limited to 100% of the full price of Services where that prior notice is less than 2 hours;
- 3.8 If, due to exceptional circumstances; You cancel or alter any Services in the following scenarios:
  - 3.8.1 where We have left Our premises to travel to You and You do not require after care and no longer require Us You will be charged £150;

- 3.8.2 if Your pet is deceased upon Our arrival or dies whilst we are travelling to You, but You still require after care and a home visit You will be charged for the home visit, after care and any applicable travelling fees;
- 3.8.3 We have not left Our premises, but are unable to refill the appointment slot.
- Any travel fees (according to a tier system detailed at 4.2.2 along with any aftercare service fees. Any overpayment after these charges will be refunded to You.
- 3.9 We may cancel any Services at any time before the time and date of that session in the following circumstances:
- 3.9.1 The person allocated by Us to provide the Services is not available, being an individual engaged by Us;
- 3.9.2 If We cancel Services in such circumstances, We will refund to You in full the payment that You have made to Us for the Services.
- 3.9.3 We will use all reasonable endeavours to start the Services You have booked at its scheduled start time, but the start may be delayed by overrun of a previous booking, due to traffic or by other circumstances. If a delay is caused by Us to the start of at least 2 hours. You may cancel the Services and We will either refund You or suggest an alternative date and time for the Services to be performed.
- 3.10 Services are subject to change from time to time but We will try to give You as much prior notice as possible of any such changes.
- 3.11 We may immediately terminate any Services if:
- 3.11.1 anything occurs which amounts to Your material breach of these Terms and Conditions;
- 3.11.2 any of the reasons detailed within these Terms and Conditions occurs;
- 3.11.3 the pet becomes aggressive or dangerous or otherwise poses a threat to the health or safety of Us, Our personnel, any other dog, dog owner or other animal or any member of the public;
- 3.11.4 if conduct of a present person or member of public is inappropriate, abusive, under the influence or aggressive in any way;
- 3.11.5 there is a clear disagreement, to be determined solely by Us, by family members as to whether to proceed with the Services or not.

You will not be entitled to any refund for any Services started but not completed in such a case.

- 3.12 Where the contract We make with You is not made on Our business premises (as “business premises” is defined in the Regulations), the Regulations give You the rights set out in this sub-Clause 3.12, and they will be in addition to the rights given to You by the above provisions of this Clause 3. You may for any reason cancel Services during the 14 day period after We accept that booking, but if the booking includes any Services on a date which is before the end of that 14 day period, and if You have expressly requested Us to provide any such Services in that 14 day period and We do so, You may not cancel the requested Services and You must pay for it in accordance with Clause 4.
- 3.13 If You request that Your booking be cancelled, You must confirm this in any way convenient to You.
- If You cancel as allowed by Clause 3.12, and You have already made any payment(s) to Us for the booking, We will refund the payment(s) to You, minus any banking or payment processing fees we have to pay as a result of Your cancellation, within 14 days of receiving Your cancellation less the amount due for the sessions covered by that booking that We have provided.

#### **4. Fees**

- 4.1 You must pay in accordance with Our Price List, as detailed on Our Website: <https://www.hensolvets.com/prices/> for all Services that We fully and correctly provide to You.
- 4.2 Additional fees apply to:
- 4.2.1 Emergency appointments, outside of our regular hours (as detailed in 3.2), including Bank Holidays are subject to an additional charge of £120;

4.2.2 Where We travel further than 25 minutes from CF5 6SG additional charges, on a time spent basis apply as follows: (25-35 minutes, 35-45 minutes, 45-60 minutes) which will be quoted to you when we confirm Your booking.

4.2.3 Sedation is charged according to Your pet's weight namely under 15kg at £30 for a pet less than 15kg, £60 for a pet over 15kg.

Where a cat has an individual creation We will waive any sedation fee. Any sedation used for dogs is provided as an additional fee.

4.3 You may pay Us for Services using any of the following methods:

4.3.1 Bank Transfer;

4.3.2 Card payment; or

4.3.3 Cash;

Where we accept payment by cash this must be paid on the day of the booking.

4.4 We are unable to accept any form of payment plan.

4.5 Payment is required by You personally. We do not accept direct insurance claims. If You wish to claim back any fees We will process the same within 2-3 weeks after your booking appointment. Processing the same means submitting an invoice to You or completing a form online or in hard copy to enable a refund. Any refunds are solely at the discretion of Your insurance provider and We shall not be responsible for any non payment or delays by them.

4.6 We may alter Our prices without prior notice, but if the price of any Services increases between the time when You book it and the date of the commencement of the Services, the price increase will not apply to You on that date.

4.7 All prices of Services shown in the Price List are inclusive of any Value Added Tax chargeable.

## **5. Health, Safety, Welfare, Legal Requirements and Behaviours**

5.1 For the purpose of the Services You must:

5.1.1 comply with any Health & Safety Rules notified to You;

5.1.2 where for any reason You have not complied with any Health & Safety Rules We reserve the right not to carry out the Services;

5.1.3 You must inform Us if there has been a change in circumstances or a health situation has deteriorated or worsened. This is extremely important to ensure We are able to undertake Our Services in the best way possible;

5.1.4 There must be a person over 18 present, and in case of owners with limited faculties, another adult must be present. We may rely on any instructions given by the adult present at the appointment with them being considered to have authority to act on behalf of the owner.

5.1.5 Ideally provide a quiet room. Children and other pets maybe present but You must ensure they do not cause a disruption. Where they cause a disruption You will be asked to remove the same or We may decline to continue with the Services.

5.2 You will be required to hold and/or restrain Your pet during the sedation process.

5.3 There may be occasions where the Services need to be stopped due a number of reasons. This includes, but is not limited to, risk assessments, where We do not believe You understand the procedure, we have perceived a risk whether safety or otherwise, You have failed to provide information, where a pet is aggressive and cannot be safely sedated, due to abuse or We believe any information provided is incorrect or due to Your non-compliance with any Health & Safety Rules. We will be entitled not to provide some or all of the Services and to treat any such Services (or the affected part of it/them) as cancelled by You without notice, in which case We may make a charge to You for the cancelled Services (or part of it).

5.4 Veterinary treatment and euthanasia decisions involve the exercise of professional clinical judgement. While We will provide the Services with reasonable care and skill, We cannot guarantee

any particular outcome or that a pet will respond in a particular way to any medication, sedation, treatment, or procedure.

- 5.5 We do not provide assessments in person, and these should be carried out by Your current veterinary services provider. If You decide not to We accept no responsibility for the same. As part of Our Services We usually undertake, by means of a Registered Veterinary Nurse or Surgeon (subject to availability) a phone call or assessment at the start of the booking. We will also discuss with You the general health of Your pet at the beginning of every appointment.

## 6. Your Confirmation

- 6.1 You confirm to Us upon booking and up to the start of any Services that the pet:
- 6.1.1 has never attacked a human or another animal nor has there been any events of aggression towards a human or other animal;
  - 6.1.2 if You have a dog it has never been used as a guard dog, police dog, for hunting or for any purpose whereby it would be trained to attack;
  - 6.1.3 is not suffering from any illness which may be transmitted to or cause ill health to humans or other animals;
  - 6.1.4 where required by law your pet has been microchipped and its details registered on an authorised database, in compliance with the relevant law. You also confirm that the name of that registered keeper is the same person making any decisions with regards to Our Services.
- 6.2 We **may** agree to put to sleep either aggressive dogs or cats, dogs that have been used by the police or hunting, or dogs/cats that have zoonotic diseases (transmittable to humans). However this needs to be disclosed during the initial conversation to enable Us to assess the situation and decide whether to accept the booking.
- 6.3 If We discover at any time that anything in sub-Clause 6.1 is not true, We may, in addition to any other right or remedy that We may have in the circumstances, cancel any the Services booked by You for Your pet.

## 7. The Services

- 7.1 We will provide You with the Services on and subject to the following provisions of this Clause 7 and all other provisions of the Terms and Conditions.
- 7.2 In order for the Services to be undertaken You will be required to sign a consent form at Your Premises. The final decision, after completion of the consent form, will be Ours.
- 7.3 By booking the Services, You confirm that You are the owner of the pet or are authorised by the owner to make decisions regarding the pet's care, treatment and euthanasia.
- 7.4 We may refuse to offer euthanasia Services where We consider there are other alternatives to be explored or there is not enough evidence to warrant putting a healthy looking animal to sleep. Our refusal is at Our absolute discretion.
- 7.5 You have the option for:
- 7.5.1 Your pet to remain with you after the Services to enable a home burial or to enable you to make private arrangements;
  - 7.5.2 Your pet to receive a communal cremation without the ashes being returned to You.
  - 7.5.3 Your pet to receive an individual cremation with the ashes being collected from Us, your vet (if they use the same crematorium) or from the crematorium directly.
- We do not provide cremation. We are happy to liaise with a crematorium on your behalf. However you will be entering into a contract with that third party crematorium and We do not accept any liability in respect of the same.**
- 7.6 When you enter into a contract with a crematorium We will liaise with them in order for them to collect Your pets body. Upon collection they will take over responsible for care thereafter.
- 7.7 Should Your pets ashes be sent to Us We will notify You of their receipt. In the event that you fail to collect Your pets ashes from Us within 12 months of receipt We shall dispose of the same accordingly.

## **8. Events beyond our reasonable control**

- 8.1 We will not be liable for any failure or delay in performing Our obligations under the contract resulting from any cause beyond Our reasonable control.
- 8.2 If any event described under sub-Clause 8.1 occurs that is likely to adversely affect Our performance of any obligations under the contract, We will try to inform You as soon as is reasonably possible, Our obligations will be suspended and any time limits that We are bound by will be extended accordingly. We will inform You when that event is over and provide details of any new dates, times or availability of the Services as necessary. You may, without liability to Us save for where the circumstances in 3.8 occurs, cancel the Services which do not take place due to that event, and We will refund in full the advance payment that You have made to Us for the cancelled Services. Where an event detailed 3.8 occurs fees will be charged in accordance with that sub-clause.

## **9. Limitation of Liability**

- 9.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when Our contract with You is created. We will not be responsible for any loss or damage that is not foreseeable.
- 9.2 We provide or sell all Services to You only for Your personal and private use/purposes. We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 9.3 We shall not be responsible for any delay, additional costs, or adverse consequences arising from inaccurate, incomplete, or misleading information provided by You concerning Your pet's health, behaviour, medical history, medication, ownership, or circumstances.
- 9.4 You are responsible for ensuring that the environment in which the Services are provided is reasonably safe and that any other animals present are appropriately restrained and controlled.
- 9.5 Where cremation, ashes return, memorial products, or other aftercare services are provided by a third party, Our liability shall be limited to arranging those services with reasonable care and skill. We shall not be responsible for acts or omissions of independent third-party providers, except where We are legally responsible for them.
- 9.6 Nothing in these Terms and Conditions is intended to or will exclude or limit Our liability for:
  - 9.6.1 death or personal injury suffered by any person as a result of Our negligence (including the negligence or Our employees, agents or subcontractors;
  - 9.6.2 Fraud or fraudulent misrepresentation; or
  - 9.6.3 Any other liability which cannot lawfully be excluded or limited.
- 9.7 Furthermore, if you are a "consumer" as defined by the Consumer Rights Act 2015, or a consumer for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice, or otherwise affect any of Our duties or obligations to You, or Your rights or remedies, or Our liability to You, under:
  - 9.7.1 the Consumer Rights Act 2015;
  - 9.7.2 the Regulations;
  - 9.7.3 the Consumer Protection Act 1987; or
  - 9.7.4 any other consumer protection legislation as that legislation is amended from time to time.
- 9.8 For more details of Your legal rights, please refer to Your local Citizens' Advice Bureau or Trading Standard Office.

## **10. Changes to Terms and Conditions**

We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such change.

## **11. How We use Your personal information (Data Protection)**

We will only use Your personal information as set out in Our Privacy Policy which you can find on Our website <https://www.hensolvets.com/privacy-policy/>

## 12. Regulations

We are required by the Regulations to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You (i.e. before We accept Your registration and/or make a booking) except where that information is already apparent from the context of the transaction. We have included the information itself either in these Terms and Conditions for You to see now, or We will make it available to You before We accept Your request to register and/or make a booking. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

## 13. Information

13.1 As required by the Regulations:

13.1.1 all of the information described in Clause 12; and

13.1.2 any other information which We give to You about any Services or Ourselves and Our business which You take into account when deciding to make a booking or when making any other decision about Our Service;

will be part of the terms of Our contract with You as a Consumer.

## 14. Complaints

We always welcome feedback from You and, whilst We always use all reasonable endeavours to ensure that Your experience as Our client is a positive one, We nevertheless want to hear from You if You have any cause for complaint. If You have any complaint about Our Services or any other complaint about Us, please raise the matter with Us by email to [info@hensolvets.com](mailto:info@hensolvets.com) We aim to respond to any complaints within 2 weeks of receipt.

## 15. No Waiver

No failure or delay by Us or You in exercising any rights under these Terms and Conditions means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that We or You will waive any subsequent breach of the same or any other provision.

## 16. Severance

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

## 17. Law and Jurisdiction

17.1 These Terms and Conditions, each booking contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.

17.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in sub-Clause 17.1 above takes away or reduces your rights as a consumer to rely on those provisions.

17.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, any booking contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland or Northern Ireland, as determined by your residency.