



## Terms and Conditions for Professional Services Provided By Veterinary Contractor

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**Valid from 01/11/2021**

**VetArtis is a trading name of SK Veterinary Services Ltd**

**Company number 12243326**

**VAT number 334588674**

VetArtis is the trading name of SK Veterinary Services Ltd, a company registered in England (the Contractor). The company registration number for SK Veterinary Services Ltd is 12243326 and the registered office is 9 Wigginton Bottom, Wigginton, Hertfordshire, HP23 6HN. The registered VAT number is 334588674. If you have any questions please contact the Director, Dr Sarah Keir at the registered address or by email [sarah.keir@yahoo.com](mailto:sarah.keir@yahoo.com)

By booking the services of VetArtis, whether online or by telephone, you (The Client) will be deemed to have read, understood and accepted these Terms and Conditions. These terms and conditions are for the supply of services to business customers provided by VetArtis trading as part of SK Veterinary Services Ltd. VetArtis and SK Veterinary Services Ltd are not veterinary practices and supplies services to partner practices consisting of ultrasound scans, medicine case consultations and associated services as detailed on the website.

The client must confirm bookings by email by filling in the booking request form on the website. Written acceptance of bookings, including by electronic means, will be considered an acceptance of these Terms of Agreement. Once this service agreement has been accepted, it will be assumed that the client accepts the correctness of any details of booking contained in this Terms of Agreement.

### Provision of the service

The Client is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide the Services to the Client. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

The Contractor provides the services at the premises of the Client as agreed in advance of the booking.

Provision of the services of the Contractor requires the consent form of VetArtis to be signed by the pet owner and informed consent to be obtained by the primary practice i.e. the Client.

The responsibility and care for the patient remains at all times with the practice and the case vet of the Client's business. VetArtis contractors will discuss with the case vet/s regarding what information has been found and discuss further treatment or investigation options available but the decision of what to do remains with the case vet.



VetArtis and its contractors will follow reasonable instruction for the use of the Client's premises to include health and safety requirements and COVID safe working practices.

Due to mobile and visiting nature of VetArtis business, there may be unforeseen circumstances that delay the contractors visit such as traffic or transport issues. The contractor will endeavour to keep these to a minimum and keep the client updated as to expected timings.

An initial report will be made the same day with a full report within 48 hours by email to allow, if needed, checking of reference material and for second opinions. If you have a requirement for a shorter turn around then please inform me and I will see what I can do. Emergency examinations will always take priority on report production. The final report may need alterations and additions after sample results are obtained.

## Client's obligations

VetArtis requires a room that can be darkened and is quiet with a sturdy table suitable to hold a dog in lateral recumbency. For a heart scan, the table needs to be at least 120cm by 60cm and ideally is height adjustable.

The practice is required to provide someone to hold the patient. This needs to be an RVN if sedation or anaesthesia required as they will need to monitor the sedation/anaesthetic on behalf of the Contractor.

The animal's owner is not allowed to be present during the examination/service by VetArtis including for pregnancy diagnosis.

Medicines, sedatives and anaesthetics will be provided by The Client and under the Clients choice and control. The Contractor can provide recommended sedative protocols; this is especially important for heart scans where many drugs affect the measurements and therefore the findings and conclusions.

The Client is responsible for samples collected during the examination by VetArtis after the collection procedure – the preparation, handling, sending and payment for testing services.

It is the Client's responsibility to have collected informed consent from the animal's owner or guardian for the services provided by VetArtis in advance of the booking, to be evidenced by a completed and signed consent form which is provided on the website [www.vetartis.co.uk](http://www.vetartis.co.uk). This consent must cover the collection of samples and sedation or anaesthesia if these are expected to be performed. If this consent is absent at the time of the ultrasound examination, the collection of samples will need to be delayed until consent is obtained and will attract additional fees if undue delay or a further visit is required. If consent for sedation or anaesthesia is not obtained in advance and it is found that the patient requires sedation or anaesthesia for the procedure, then this will attract additional fees if undue delay or a further visit is required.

It is the client's responsibility to allow the Contractor access to their premises for the booked service, to maintain the premises in a safe and legal manor and tell VetArtis and its contractors about any relevant regulations for working on their premises.



The Client is responsible for providing veterinary care to the patient out with the specific time that the Contractor has been booked to perform the specified service; this includes monitoring and treatment post biopsy and provision of out-of-hours services.

The Client is solely responsible for arranging all animal care outside the hours the contractor is booked to visit the Client practice (such as but not limited to out-of-hours care) and none of this obliges the contractor to work hours out with the contracted work.

## The price – what it does and doesn't include

Prices are listed on the website for services and consumables.

All fees for services and prices for goods (including consumables) are subject to VAT at the applicable rate (currently 20% for standard-rated items). A full fee breakdown will appear on your invoice.

Travel to The Client is included for practices in area A as shown on the map on the website. Additional travel charges are listed on the website for areas outside the area marked A. A travel discount will be applied for multiple bookings on the same day at the same premises, as detailed on the website under 'pricing'.

Pricing is per scan of a body compartment (abdomen or thorax) per animal, extra scans will be charged extra; cystocentesis is included in an abdominal scan price. Each scan (heart or abdomen) will be allocated an hour time slot.

Extra charges will be added for additional consumables, techniques, investigations etc to include - sampling techniques (FNA or needle biopsy), consumables provided (needles, Temno core needles), drainage techniques (abdominocentesis, thoracocentesis, pericardiocentesis), ECG.

Tissue sampling undertaken by VetArtis requires informed consent from the owner and will only be undertaken if the benefits outweigh the risk. The samples once collected are the Client's responsibility for handing, sending and payment for processing.

## Fees and payments

An invoice will be raised and emailed to The Client on delivery of the initial report after the examination.

Invoices submitted by VetArtis (via SK Veterinary Services Ltd) to the Client are due within 28 calendar days of receipt.

Any overdue sums under this Agreement shall be dealt with in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Invoices not paid within the standard terms will be subject to a later payment interest charge of 8% above the Bank of England base rate accruing from the date payment should have been received until final settlement. In addition, the Client will be liable for any and all fees and costs incurred in the recovery of any outstanding balance.

VetArtis shall be entitled to suspend the provision of any further goods and/or services until the Client has paid any outstanding sums in full.

Payment by BACS only is accepted.



It is the responsibility of The Client to collect payment from the animal owner for fees for VetArtis services and additional costs incurred from other investigations and treatments such as sampling and lab fees.

## Cancellation and missed bookings

We appreciate that unexpected events can happen and you may need to cancel the services of VetArtis at short notice. Cancellations or changes to the booking more than 24 hours in advance will not be charged. Cancellations or changes to the booking time within 24 hours of the booked service will be charged at a fee of £100 per scan cancelled or changed. If the animal is not present for the booked service at the time pre-booked when the Contractor is present then the full cost of the service may be charged.

This cancellation policy may be amended if last minute changes or cancellations are required due to COVID self-isolation either on the part of the client or contractor.

## Liability, indemnity and insurance

The Contractor maintains membership of the RCVS and additionally Professional Indemnity Insurance with the Veterinary Defence Society for work covered within this contract is adequate and maintained by SK Veterinary Services Ltd for employees of SK Veterinary Services Ltd including VetArtis. Proof of Professional Indemnity insurance can be provided on request.

The Contractor will continue to keep up to date for professional responsibilities and training exceeding the minimum requirement set by the RCVS. Records for these are available on request.

The Contractor will provide, maintain and keep records of the radiation exposure of any contractors employed by SK Veterinary Services Ltd.

The Contractor assumes no liability for damage to, or loss of, the Client's property howsoever caused.

Contractors of SK Veterinary Services and VetArtis work within the legal and professional standards set out by UK law and the veterinary governing body, the Royal College of Veterinary Surgeons. Work that is outside these legal and professional standards will not be undertaken and if such requests are made, VetArtis and SK Veterinary Services Ltd reserve the right to withdraw the services of its contractors with no notice of cancellation terms and the full contracted payments will become due up to the point of withdrawal of services.

## Confidentiality

Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and Client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.



All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

## Non-solicitation and competition

VetArtis and its contractors agree not to solicit any employee or independent contractor of the Client on behalf of any other business enterprise, nor shall they induce any employee or independent contractor associated with the Company to terminate or breach an employment, contractual or other relationship with the Company for three months after the last date of providing the services to the Client.

VetArtis will not solicitate the pet owner to obtain services from any other Client partnering services unless prior agreement to this has been explicitly made. Such an example may include if the Client has a good working relationship with another practice that offers services that cannot be provided by the Client such as laproscopic methods of biopsy. The Client and case vet should endeavour to report the findings from the services provided by VetArtis to the pet owner.

## Limitation of liability

The liability of VetArtis in respect of all and any claims, damages or losses arising in respect of the goods and/or services provided by us or arising in connection with any attendance at The Client's practice or attendance at any property by one of our vets shall be limited in accordance with our insurance cover. In the event of any uninsured claims, damages or losses, our liability shall be limited to the value of the goods and/or services to which the claim, damages or loss relates.

## Data protection and privacy

The practice operates controls on personal details and client records in accordance with the General Data Protection Regulations.

VetArtis will only collect data that we need to perform the services – names and email address of The Client and if necessary the case vet in order to invoice and send reports, the pet owner's surname which (with the pet name) will make the data and report searchable, minimal data on the patient and previous history and clinical examination for clinical picture that will affect interpretation of obtained images.

VetArtis does not intentionally collect any personally identifying data on individuals for any reason. Data requested from practices for client identification is in the form of a single unique identifier which identifies the specific animal to that practice. It is anticipated that in some cases, this unique identifier may contain the owner's name in some form. No additional data which may be used to fully identify this individual is requested or stored.

All diagnostic images and records taken as part of the service are and remain the property of VetArtis and it is a condition of service that these images may be used by VetArtis for future training, marketing or informational materials. If they are put to such use, no uniquely identifying marks will remain. No external images (i.e. photographs) of the animal are requested or stored. It is intended to keep all images for a minimum of one year but they may be stored for an unlimited duration.

A private individual may request the removal of their pets' records via the practice that initially requested the service. If such action is requested, it will become impossible to retrieve the patient



records since VetArtis will have no guaranteed means of identifying their records without the practice-specific unique identifier; should the practice request them or any additional work based upon them, the service will need to be repeated at the clients' cost.

## Intellectual property and Ownership of records

All case records, diagnostic images and interpretation taken as part of the service are and remain the property of VetArtis and it is a condition of service that these images may be used by VetArtis for future training, marketing or informational materials. If they are put to such use, no uniquely identifying marks will remain. No external images (i.e. photographs) of the animal are requested or stored. It is intended to keep all images for a minimum of one year but they may be stored for an unlimited duration. Copies of said records may be forwards to another veterinary surgeon involved in the pet's care on request.

A private individual may request the removal of their pets' records via the practice that initially requested the service. If such action is requested, it will become impossible to retrieve the patient records since VetArtis will have no guaranteed means of identifying their records without the practice-specific unique identifier; should the practice request them or any additional work based upon them, the service will need to be repeated at the clients' cost.

## Complaints

VetArtis endeavours to always provide the highest standard of veterinary care for our Clients and the pet owners and pets and hope you never have reason to complain about the standard of service you receive. If, however, you do have a complaint or would like to make us aware of anything where you feel we could improve our service to you, please direct your communications to Dr Sarah Keir. For optimal outcome in clinical situation, it is best if this is done as soon as a problem is noticed.

**These Terms and Conditions were prepared 1<sup>st</sup> November 2021 by Dr S Keir.**