**SMALL ANIMAL TERMS AND CONDITIONS**

**Please read the following important terms and conditions before you instruct us to provide any services to you.**

## 1. THESE TERMS

1.1 This document sets out the terms and conditions that apply when you ask us to provide small animal veterinary services to you. This includes all professional advice in practice services, which may also include us providing you with certain medicines and treatments. We suggest that you keep a copy of these terms and conditions for future reference.

1.2 Any reference to **we**, **us** or **our** in these terms is to CVS Vets (Australia) Proprietary Limited ACN 667 654 686 and its wholly owned subsidiaries. Any reference to **you** or **your** is to the person agreeing to these terms and conditions and purchasing any small animal veterinary services from us.

1.3 Any reference to **writing** includes emails. When we use the words **writing** or **written** in these terms, this includes emails.

1.4 In these terms, to make them easier to understand, certain defined terms are used. Whenever you see one of the words or phrases set out below used in the terms, it will have the exact meaning given to it here.

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|---|---|
| **Practice** | means the CVS practice which provides you with the Services; |
| **Practitioner** | means one of our specialist vets or other practitioners; |
| **Services** | means those small animal veterinary services which we will provide to you, or otherwise confirmed to you by a Practitioner. |

1.5 The following terms also apply and are available on our website and at each Practice:

- Privacy Policy (how we collect and use your personal data); and
- Zero Tolerance Policy (our policy of zero tolerance for any threatening, abusive or violent behaviour against any of our staff).

## 2. INFORMATION ABOUT US

2.1 We are **CVS Vets (Australia) Proprietary Limited ACN 667 654 686** and our registered office is at Level 18, 360 Queen Street, Brisbane, QLD 4000. Our ABN is 35 667 654 686.

2.2 You can contact us by telephoning or emailing the Practice.

2.3 If we have to contact you, we will do so by telephone or by writing to you from the email address or postal address provided, as set out on the Practice website.

## 3. MAKING AN APPOINTMENT

3.1 You can request an appointment with a Practice using the contact details on our website.

3.2 Your appointment will be at the Practice or at another location (such as a specialist facility) agreed with you at the time of making the appointment. This is because we may need to ask you to attend specialist facilities or other locations, depending on the animal in question and the nature of the care they may require. We will let you know this at the time you request your appointment, before you decide whether to proceed with the appointment.

## 4. WHEN THE CONTRACT IS FORMED

Please note that no legally binding contract in relation to the supply of the Services will be formed at the time we agree an appointment with you. A contract will be formed at the point that you are attended by a Practitioner at the Practice. We will not commence the supply of Services until a contract is formed between you and us. Until that contract is formed, you can decide to not proceed with your appointment and we can decide not to proceed with providing the Services. Each party must provide as much notice as possible to the other party where they decide not to proceed.

## 5. WHEN WE MAY NOT BE ABLE TO TREAT YOUR ANIMAL

5.1 We cannot guarantee that appointments or care will always be available to you. This is because there may be times, even where you have an appointment, where we are unable to provide Services (or continue to provide Services) to treat your animal due to circumstances beyond our reasonable control. This may include circumstances such as:

5.1.1 unexpected staff absences (including due to illness) where a replacement Practitioner is unavailable;

5.1.2 where, upon the Practitioner reviewing your animal, it becoming apparent the Practice may not have the relevant experience or expertise to provide the required treatment for the animal's needs, or because the necessary equipment or medication is unavailable within the timescales applicable to your animal's needs.

5.2 Where we are unable to treat your animal, we will let you know as soon as possible, and will seek to make alternative arrangements with you where possible (for example, an appointment on another day).

## 6. ZERO TOLERANCE POLICY

6.1 **We take the safety and wellbeing of our staff and all animals in our care extremely seriously.** Therefore, in entering into a contract with us, you are agreeing to comply with our Zero Tolerance Policy, which can be found on our website or which you can request a copy from the Practice. We will not tolerate any person engaging in any threatening, abusive or violent behaviour against any of our staff.

6.2 If you do not comply with, or have previously not complied with, our Zero Tolerance Policy, we may refuse to provide you with an appointment and / or refuse to provide Services to you. Where this is the case, we will let you know as soon as possible.

## 7. HOW WE WILL PROVIDE THE SERVICES TO YOU

7.1 We will carry out the Services:

7.1.1 using suitably qualified and trained staff with reasonable care and skill taking into account the nature of the care and/or treatment needed in the circumstances (and you understand that in some cases, we will use staff who are undertaking learning and development activities, but these individuals will always be suitably supervised);

7.1.2 in accordance with the requirements of the relevant legislation and regulation governing the practice of veterinary medicine in the State or Territory in which the Practice is situated (the **Legislation**); and

7.1.3 at the time and location as agreed when you booked your appointment.

7.2 If any part of these Terms and Conditions is inconsistent with the Legislation as amended from time to time, the relevant part the Legislation will prevail over that inconsistency.

7.3 You agree that we have the legal right to provide your animal **without your consent, where your consent cannot be easily obtained,** emergency treatment which is essential for its welfare.

7.4 We can accept instructions from third parties who bring your animal into our Practice on your behalf (such as family members, pet kennel owners or pet sitters), although we may refuse to accept instructions if they are under the age of 18 or we believe (acting reasonably) that they are not authorised to represent you or otherwise seek services for your animal on your behalf. You can contact the Practice to let us know who is authorised or not authorised to represent you and seek services in respect of your animal at our Practice at any time.

## 8. DELAYS FOR EVENTS BEYOND OUR REASONABLE CONTROL

8.1 Sometimes the supply of the Services may be delayed by an event outside our reasonable control, such as:

8.1.1 you change the Services requested and this means we have to do extra work or wait for extra veterinary medicines, resources, materials and/or consumables used to provide relevant Services;

8.1.2 veterinary medicines, resources, materials and/or consumables are not delivered at the time agreed with the supplier of the veterinary medicines, resources, materials and/or consumables required to provide the agreed Services (and we cannot obtain a replacement within a reasonable time or the price charged by a supplier is much higher than the original charge);

8.1.3 we cannot access the premises where your animal is at the times we agreed with you;

8.1.4 unexpected staff absences where a replacement Practitioner is unavailable; and

8.1.5 adverse weather conditions preventing us from providing the Services.

Where this occurs, we will contact you as soon as possible to let you know and do what we can reasonably do to reduce the delay, or seek to agree alternative arrangements with you (for example, an appointment on a different day or time or at a different Practice). Except in relation to any Non-Excludable Obligations (as defined below), we won't compensate you for such a delay, but if the delay is likely to be substantial or if you need Services on an urgent basis, you can decide to end the contract. Where this occurs, we will provide you with a refund for any Services you have paid for in advance, but not received, less reasonable costs (if any) we have already incurred in respect of the Services provided up to that point.

## 9. ENDING THE CONTRACT

9.1 We may (acting reasonably) end your contract (and cease providing Services) at any time. We will write to you to let you know that we are going to stop providing all or any part of our Services. We will let you know as soon as reasonably possible and will refund any fees you have paid in advance for Services which will not be provided. Some circumstances in which we may end your contract immediately include:

9.1.1 if the information that you provided to us on registration of your animal with the Practice is inaccurate, incomplete or misleading;

9.1.2 if you do not comply with our Zero Tolerance Policy;

9.1.3 if we consider (acting reasonably) that you have engaged in fraudulent, unlawful or unethical behaviour in connection with the Practice or our supply of Services or products to you;

9.1.4 if 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;

9.1.5 if you sell veterinary medicines which have been dispensed to you for your animal; or

9.1.6 you do not, within a reasonable time of us asking for it, provide us with information that is reasonably necessary for us to provide the Services.

9.2 Subject to clause 9.1, we may end our contract with you (and cease providing Services) if you breach any of the material terms contained within these terms and conditions and fail to remedy the breach within 7 days of us notifying you of the breach.

9.3 You may end the contract with us if we breach any of the material terms contained within these terms and conditions and fail to remedy the breach within 7 days of you notifying us of the breach.

9.4 If this contract is ended it will not affect either party's right to receive any money which they owe to the other party under this contract.

## 10. FEES & CHARGES

10.1 (**Registration fee**) A registration fee may be charged to register your animal at the Practice prior to the first provision of Services. You will be advised if this fee is payable before you proceed with registering your animal at the Practice.

10.2 (**Service charges**) As far as is reasonably possible, we will provide you with an estimate of charges before providing the Services. This estimate is based on our standard price and rates at that time and our understanding of the condition of your animal at the time of providing the estimate. All prices are in Australian dollars ($AUD) and are inclusive of GST.

10.3 When we provide an estimate, this is an estimate only, as our charges will reflect the Services that are provided to your animal. If, once we start providing the Services, we are of the view that our original estimate will be exceeded, we will do our best (taking the particular circumstances into account) to agree a revised estimate with you before continuing to provide the Services. However, there may be circumstances where, acting in the best interest of your animal, we provide the Services without first agreeing an estimate of charges with you (for example in an emergency). In these situations, you will still be required to pay for the Services, but we will ensure that the charges are reasonable. We will only pursue a course of treatment where we consider it to be in the best interests of your animal.

10.4 (**Products you purchase from us**) We may recommend that you purchase certain products from us (for example medicines) that your animal needs in response to treatment and/or care provided. In some cases, you will be able to purchase these directly from the Practice and we will provide you with details of the cost of such products. If you decide to purchase these products from the Practice, the products will be included on the invoice for the Services provided. If the products are not available for purchase, or you do not wish to purchase these products from the Practice, you may choose to collect and pay for these products independently (e.g., medicines dispensed from a pharmacy).

10.5 (**Sample / order charges**) Separate charges will also apply for the costs of posting or delivering clinical samples relating to your animal for analysis and sending out orders for veterinary medicines and/or other goods if requested. These are usually sent by recorded or special delivery post or delivered by courier. We will inform you of these charges before proceeding with posting, delivering or sending samples or orders.

***Payment of fees***

10.6 You must pay for the Services and any products you are acquiring from us (including food, accessories and veterinary medicines) at the end of your appointment, or on the discharge of your animal. In some cases, we may (acting reasonably) require full or part payment for

the Services in advance, before the Services are provided. We will provide as much notice as reasonably possible where this is the case. If you have a valid pet insurance policy, we may (at your request) make a claim directly to your insurance company, as set out in clauses 10.11 to 10.13 below.

10.7 We accept payment by cash and most major credit or debit cards (excluding American Express). We do not accept cheque payments.

***Pet Insurance***

10.8 We strongly support the principle of insuring your animal against unexpected illness or accidents. Where you do not hold an insurance policy in respect of your animal, or where your insurer reimburses you directly for any of the Services we provide, we require payment from you in accordance with these terms and conditions.

10.9 The Practice may (subject to the Practice's policy regarding client insurance claims), at the client's request (in accordance with clause 10.10), submit a claim directly to an insurer. In such cases, the client must pay the excess and any excluded amounts at the end of the consultation or upon demand and, if a claim is refused by the insurers, will remain liable for our fees. If an insurer fails to acknowledge our claim or respond to communications from us within 30 days' we will treat this as a refused claim and seek to recover the full cost of the Services owed from you, less any amounts you have paid us as the excess and / or excluded amounts. You may, of course, seek to recover the costs directly from your insurer should this occur.

10.10 You must advise us prior to the provision of any Services if you wish us to submit a claim to your insurer in respect of our fees and complete an Insurance Claim Declaration. If you do not advise us in advance that you would like us to submit a claim directly to your insurer you will be liable to pay our fees as they become due, and you will need to recoup the cost from your insurer yourself.

10.11 (**Administration fee**) The Practice reserves the right to charge clients a reasonable administration fee (inclusive of GST) for assisting with the preparation, submission and administration of client insurance claims. We will inform you of this fee at the time of making an appointment.

***Late payment of fees***

10.12 If your payment is not received by us in accordance with clause 10.6, we may charge interest on any balance outstanding at the relevant cash rate published by the Reserve Bank of Australia on its website (www.rba.gov.au) from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount. You will be required to pay us the interest together with any overdue amount. We may refuse to supply the Services to you until you have paid the overdue amount.

10.13 We may take such action as we consider reasonable to recover overdue amounts from you, which may include engaging third-party debt collection agencies and/or instigating proceedings against you. In such cases, any reasonable costs levied by the debt collection agency and associated legal expenses will be added to the overdue amount owed by you. Please note that the use of debt collection agencies and court proceedings in which there is a finding or liability imposed against you could affect your future credit rating.

10.14 If you cannot pay for the Services provided, our obligations will be limited to fulfilling our minimum legal responsibilities and professional regulatory obligations to the animal under our care.

## 11. QUESTIONS OR CONCERNS

11.1 If you think there is something wrong with the Services provided or you have any concerns in connection with the Services, please let us know by contacting the Practice.

## 12. OTHER IMPORTANT INFORMATION

***Prescriptions***

12.1 In these Terms and Conditions, 'veterinary medicine' means a substance or mixture of substances that is supplied or used for administration to an animal, by any means, as a way of:

12.1.1 preventing, diagnosing, curing or alleviating a disease or condition in the animal or an infestation of the animal by a pest;

12.1.2 curing or alleviating an injury suffered by the animal;

12.1.3 modifying the physiology of the animal so as to alter its natural development, productivity, quality or reproductive capacity; or to make it more manageable; or

12.1.4 modifying the effect of another veterinary medicine.

12.2 Prescriptions of veterinary medicines are regulated, amongst other things, by State and Federal laws and by the Australian Veterinary Association *Guidelines for Prescribing, Authorising and Dispensing Veterinary Medicines* (**Guidelines**). You can find information about the Guidelines here: Guidelines and reports - Australian Veterinary Association, and the Legislation here: https://www.ava.com.au/library-journals-and-resources/ava-other-resources/legislation-for-veterinary-professionals/.

12.3 Under relevant laws and Guidelines, our veterinarians can only prescribe, supply or authorise the supply of a veterinary medicine to a person who is a *bona fide* client, and the veterinarian must have current knowledge of the management, health status and drug status of the animal concerned.

12.4 We reserve our rights to refuse the supply of a veterinary medicine where that supply would be inconsistent with the Legislation or the Guidelines. For example, we may refuse to supply a veterinary medicine to you if you are not a bona fide client, or if you bring us a prescription for that veterinary medicine that has not been issued by a veterinarian of the Practice.

12.5 It is an offence to fraudulently alter a prescription from a veterinary practitioner. If we identify any prescription misuse of this kind or any other, we will report this to the appropriate authorities and we reserve the right to terminate our contract with you immediately.

12.6 It is also an offence to onward sell any veterinary medicines that have been dispensed to you. If we identify such activity, then (as set out in clause 9.1) we may terminate your contract with us (and cease providing Services to you) immediately.

***Referrals and second opinions***

12.7 Whilst we endeavour to provide the highest level of care for you and your animal, if you wish to request a referral to, or second opinion from, another veterinary surgeon or practice we will, with your permission, assist you in the process and forward on all clinical records promptly to that veterinary surgeon / practice.

***Your animal's medical records are our property***

12.8 This includes test results, x-rays, MRI scans and ultrasounds. You may ask us to provide a copy of your animal's medical records to another veterinary service provider (such as an out-of-hours service or if you are moving to another veterinary practice) by sending us a written request to the address or email address of your Practice. We will process your request within a reasonable period of time. We reserve the right at our discretion to charge a reasonable fee for doing so and may require that you pay that fee and any other

outstanding sums before doing so. We will inform you of the fee at the time you request us to provide a copy of the records to another provider.

## 13. OUR LIABILITY TO YOU

13.1 To the extent that you acquire the Services from the Practice as a consumer within the meaning of the Australian Consumer Law (Schedule 2 to the *Competition and Consumer Act 2010* (Cth)), you have certain rights and remedies (including without limitation, consumer guarantee rights under the Australian Consumer Law) that cannot be excluded, restricted or modified by agreement. Nothing in this agreement operates to exclude, restrict or modify the application of any implied condition or warranty, provision, the exercise of any right or remedy, or the imposition of any liability, implied or conferred under the Australian Consumer Law or any other statute, the exclusion, restriction or modification of which would contravene that statute or cause any term of this agreement to be void (each a **Non-Excludable Obligation**).

13.2 Without limiting any Non-Excludable Obligation, we are responsible for losses you suffer or incur which are caused by us breaking this contract, except to the extent that the loss is:

13.2.1 unforeseeable, i.e., it was not obvious that it would happen and nothing you said to us before we commenced supplying the Services should have expected it;

13.2.2 caused by a delaying event outside our reasonable control, as long as we have taken the steps set out in clause 8; or

13.2.3 avoidable by you, i.e., something you could have avoided by taking reasonable action, including following our reasonable instructions.

The exceptions above in 13.2.1 to 13.2.3 do not apply to the extent the loss is caused or contributed to by the negligence, wilful misconduct or fraud by the Practice.

13.3 Nothing in this contract shall exclude or limit the liability of either party in respect of:

13.3.1 death or personal injury arising from negligence;

13.3.2 fraud or fraudulent misrepresentation; and/or

13.3.3 any liability which may not otherwise be limited or excluded under applicable laws (including any Non-Excludable Obligations).

## 14. THIRD PARTY RIGHTS

14.1 No one other than a party to this contract has any right to enforce any term of this contract.

## 15. DISPUTES

15.1 **Our complaints procedure.** We pride ourselves on offering a quality service, and take client complaints seriously. Should the services we supply you fail to meet your expectations, please let us know at the time, where possible.

15.2 Alternatively, should you wish to raise a formal complaint, we ask that you contact the Practice in person, or by telephone, as soon as possible.

15.3 If you prefer to write to us, please send your correspondence to our Practice Manager and include the following information:

- Your Name
- Your Contact details
- Name of your animal

- The date of the visit your concerns relate to
- A brief description of your concerns
- What we can do to best resolve this for you

15.4 We will acknowledge your correspondence and aim to address your concerns within 5 working days. In some cases, we may need to carry out further investigation and will endeavour to respond to you as soon as possible. Where possible, we will respond to your concern or provide an explanation for the delay within 20 working days of receiving your complaint.

15.5 If you are not satisfied with the outcome of this process, you may raise your concerns by emailing the Practice directly, ensuring that you include the information listed above in clause 15.3, together with the reason you are not happy with the response from us.

15.6 **Resolving disputes without going to court.** Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. You can submit a complaint to the entity that regulates the veterinary profession in the State or Territory in which the Practice is situated. If you are not satisfied with the outcome, or do not wish to use alternative dispute resolution, you can still go to court.

15.7 **You can go to court.** These terms (and any non-contractual obligations arising out of or in connection with them) are governed by the law of the State or Territory in which the Practice is situated and the courts of the State or Territory in which the Practice is situated have exclusive jurisdiction to determine any dispute arising out of or in connection with them.

## 16. VARIATIONS

16.1 **We may make changes to these terms from time to time**. We recommend that you check them each time that you wish to engage our Services, prior to doing so, to make sure that you are aware and understand the terms that apply at that time. The terms which exist at the time at which each relevant contract between us and you is formed.

## 17. PRIVACY AND DATA PROTECTION

17.1 When you register your animal with our Practice or request that we provide Services, we will collect personal information about you and, where relevant, your employees and/or agents. We will only collect information that we need to perform the Services, take payment or contact you such as names, contact details and possibly some financial details. Please note that we may pass your details to debt collection agencies or our legal advisers for the purpose of recovering unpaid fees if you do not pay invoices when they fall due. For further information about your privacy rights (including your right to request access to, or seek correction of, your personal information), plus information about the categories of personal information we process, and our information handling practices, please refer to our Privacy Notice which can be found on the Practice's website.

17.2 If you have any questions or complaints regarding privacy and data protection or how we process your personal information, then please contact our Data Protection team on dataprotection@cvsvets.com.au.

## 18. PROHIBITION ON IMAGING AND RECORDING DEVICES

18.1 To protect the privacy of our staff and other clients of the Practice, the use of any imaging or recording devices (including any imaging and recording functions on mobile phones) is prohibited on the Practice's premises.

18.2 Any individual that is found taking imaging or sound recordings on the Practice's premises, may be asked to immediately stop the imaging or recording and to delete the imaging/recording material.

18.3 CVS Vets (Australia) Proprietary Limited reserves the right to take legal action against any individual that covertly uses any imaging or recording device in a Practice, and/or uploads such material to social media (including Tik Tok, Twitter, Instagram and Facebook) or any internet site.