TERMS AND CONDITIONS OF BUSINESS

The following Terms of Trade apply to services provided by McLafferty Animal Health Services Ltd-Trading as Kowhai Veterinary Clinic - to its clients

This document sets out the Terms and Conditions between Kowhai Veterinary Clinic and you (the registered animal owner or individual requesting veterinary services). These T & C's become part of the contract when you register your animal with the practice or when you ask for any veterinary treatment or services.

Thank you for entrusting the care and attention of your pet to Kowhai Veterinary Clinic. If you have any queries about any aspect of these T & C's please do not hesitate to ask us for clarification. No staff member of Kowhai Veterinary Clinic may agree to any terms other than as written in this contract.

Estimates of treatment costs

We will happily provide a written estimate (but not a "quote") as to the probable costs of a course of treatment. Please bear in mind that any estimate given can only be approximate – every treatment is different, circumstances may change, and we cannot provide exact costs for a particular procedure. Prices include GST unless otherwise stated.

Settlement terms

Should an account not be settled within 7 days, a reminder will be sent. Any overdue accounts not paid in full within 30 days will be subject to our debt collection procedure and further charges may be levied in respect of costs incurred in collecting the debt: such as court fees, correspondence, court attendance, credit charges, phone calls, etc. Any card payment not honoured, and cash tendered found to be counterfeit will result in the original account being returned to the original sum with further charges added in respect of bank charges and administrative costs.

Where clients are in breach of agreed payment terms, we may disclose this information to debt collection agencies and legal proceedings may follow. This may result in your name and address being entered into the Computer Bureau default listing which will have an impact on your credit rating.

Interest may be charged on overdue accounts at a rate to be decided by Kowhai Veterinary Clinic from time to time.

Kowhai Veterinary Clinic may withhold further provision of service where there is any outstanding amount due.

Costs incurred to recover outstanding monies will be charged to the customer.

Termination of the contract may apply where there is non-payment without prejudice to any claims Kowhai Veterinary Clinic may possess.

Inability to pay

If for any reason you are unable to settle your account as specified, we ask you to discuss the matter as soon as possible with a senior member of staff.

Missed appointments

Clients who are unable to attend a scheduled appointment should inform us as soon as reasonably possible prior to the appointment time.

Regretfully, we must inform our clients that we reserve the right to charge our minimum consultation fee for appointments missed without reasonable notice.

Privacy

The client authorises Kowhai Veterinary Clinic to collect, retain and use personal information about the client for the purposes of assessing the client's creditworthiness. The client authorises any other company or person to provide Kowhai Veterinary Clinic with any information of the type referred to above that may be requested of them. The Credit Reporting Privacy Code 2020 has been issued under the Privacy Act and provides specific rights in relation to personal credit information held by credit reporting agencies as per the Privacy Code at www.privacy.org.nz

We will share your email address with 'Trees That Count' on a one-off basis for each pet that joins the Practice, for the purposes of a charitable gift to you. You will receive two emails from 'Trees That Count'. No marketing material will be sent.

From time to time, we would like to inform you of current promotions or medical alerts. This can be sent to you via SMS, email or letter to your postal address you provide us. If you do not wish to receive these mailings, please email us stating that you wish to be removed from the mailing list.

It is essential for us to maintain accurate records of our clients and patients. In order to do this, we will periodically ask you to confirm the details we hold. If your details change, please inform us, so we may ensure our database is as up-to-date as possible.

Consent

Written signed consent for procedures is required in all cases of admission to the hospital and any alterations will be agreed prior to action being taken. Consent is also required for the use of medications in species for which they were not licensed, e.g. rabbits, rodents and exotic species. In this case, a consent form will be provided to allow this to be done without asking for specific permission in each and every separate case. This is required as the majority of veterinary drugs are not licensed for use in small mammals, reptiles, birds, fish, amphibians and invertebrates. We must then use drugs which have a proven activity and efficiency, despite this lack of licence.

Prescriptions

We stock a wide range of medications and provide these as licensed veterinary surgeons to patients under our care. If you request a prescription to be filled elsewhere, then there will be a charge for the checking of the medical records and writing of the prescription.

As with all medications, regular check-ups will be required and this interval will be dependent on the medical condition and treatment plan determined by the veterinarian and as a minimum will be (usually) every 3 or 6 months.

Return of unused drugs

No refrigerated goods supplied by Kowhai Veterinary Clinic may be returned for credit. Other non-refrigerated goods may only be returned for credit with the agreement of the Practice. Drugs purchased from any other supplier will not be accepted for disposal.

Clinical records

Your pet's clinical records, including radiographs, ultrasound scan records and laboratory test reports, remain the property of Kowhai Vet Clinic and will be kept under the terms of the Data Protection Act (1998). You are entitled to see the records on request and, if necessary, an appropriate appointment to view them will be made. Your pet's records will be sent to another veterinary surgeon on request from them.

Repeat examinations

It is necessary, both for the welfare of your pet and to meet legal obligations, for this practice to re-examine animals receiving long term medications. The standard interval for medication

checks is 3 months; this initially may be less, but at no time will be longer than 6 months. The prevailing examination fee will be charged for that consultation.

Pet health insurance

We strongly support the principle of insuring your pet against unexpected illness or accidents. Please ask for details about insurance from any member of staff. Please be aware that it is your responsibility to settle our account and then reclaim fees from your insurance company. We have no affiliation with any Pet Insurance company.

Out of Hours care and hospitalisation

When able we will provide, or outsource, an emergency service or advice, outside normal clinic hours. There is an additional charge for this service.

In the event we are unavailable to provide this care in clinic, we refer our clients to:

Christchurch After Hours Veterinary Centre 146 Antigua St, Addington (03) 366 1052

Complaints and Standards

We hope you never have recourse to complain about the standards of service received from us. However, if you feel that there is something to complain about, please direct your comments in the first instance to the Practice Manager, who will guide you through our complaints procedure.

No addition or variation of these conditions will bind the practice unless it is specifically agreed in writing and signed by one of the directors. No agent or person employed by, or under contract with, the practice has the authority to alter or vary these conditions in any way.