

Consultations and Treatments

Terms and Conditions

1. INTERPRETATION

- 1.1. The following definitions and rules of interpretation in this condition apply in these terms and conditions. The headings in these conditions shall not affect their interpretation.
- 1.2. Confirmation - The confirmation of the services setting out our charges in respect of each animal, our expenses and the time and place at which the services will be provided to you.
- 1.3. Contract - Your order and our acceptance of it, or your acceptance of our quotation for services under condition.
- 1.4. Services - Physiotherapy services for each animal at the time and place as set out in our confirmation and production of the assessment report, together with any other services or hire of equipment which we provide, or agree to provide, to you under the contract.
- 1.5. Report - The veterinary report, including all text, images, tables and diagrams, produced by us as part of the services under the contract whether verbal, in writing, fax or any electronic format.
- 1.6. You or your - The person, firm or company who purchases services from us.

2. PRICING AND PAYMENT

- 2.1. By placing an order or accepting a quotation for our services, you offer to purchase the services on the conditions outlined above.
- 2.2. All initial consultations, for each animal for each new condition or referral will be £50.
- 2.3. If this initial consultation has been referred by your chosen veterinary surgeon / practice and includes a treadmill based gait analysis then the price will be £75.
- 2.4. If this initial consultation has been referred by your chosen veterinary surgeon / practice and includes a treadmill based gait analysis, and 1 treatment session then the price will be £100.
- 2.5. Subsequent (to the initial consultation) treatment sessions will be priced according to how many are pre-booked and paid in full at time of booking. Refer to latest price list for both consultations and electrotherapy equipment hire (latter has specific TnCs). Additional call out charges. No additional charge visiting clinic at B77 (Tamworth) or within ~10 miles of this address providing appointment is kept (see cancellation charges). Add £20 to each session for each additional 10 miles (after the first 10 miles). Please see <http://www.smartpawdogagility.com/shopping-basket> to view map which indicates the actual mileage zones and calculations.

- 2.6. Additional copies of reports: £5 each if produced and mailed at same time as original report, £10 if requested at a later date.
- 2.7. Payment must be settled at the time of (or) prior to any consultation, treatment, equipment hire, product purchase or any other service agreed to. Payment can be by cash, cheque, debit / credit card or online payment. If a cheque needs to be re-presented, then any charges incurred and interest charges must be reimbursed in full. Cancellations made within 48 hours of the appointment will incur a cancellation charge of £25 and paid in full for the actual treatment session (i.e. the cancellation charge is not deductible from the treatment cost).

3. LIMITATION OF LIABILITY

- 3.1. If SmartPaws for any reason is unable to provide any services which is the subject of an agreement between SmartPaws and you, then SmartPaws shall not be liable for any loss suffered by the hirer as a result thereof.
- 3.2. It is your responsibility to take the necessary steps to introduce the animal to the practitioner, advise if the animal is likely to cause injury to the practitioner and supervise the animal at all times whilst under treatment.
- 3.3. SmartPaws shall not be liable for any damage or injury caused to the animal as a result directly or indirectly of specified treatments.
- 3.4. SmartPaws shall not be liable for the exacerbation of any condition apparent or underlying as a result directly or indirectly of physiotherapy treatments.

4. INDEMNITY

- 4.1. You agree at all times to fully indemnify SmartPaws its employees, servants and agents against all actions, costs, claims, demands, proceedings or liabilities arising from or in connection with advice, consultations, treatment, equipment, materials or any other services supplied to by SmartPaws.
- 4.2. Each party acknowledges that, in entering into the contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly provided in the contract. Nothing in this condition shall limit or exclude any liability for fraud.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. All intellectual property rights and all other rights in the report and our direct information supporting the treatments shall be owned or licensed by us.