



**Espinar Equine Associates Ltd**  
**Dr. Emiliano Espinar Garcia-Pego**  
**Ldo Vet CertEP MRCVS**  
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## **1. WHO WE ARE**

Espinar Equine is the business name of Espinar Equine Associates Ltd, a company registered in England and Wales with number 11193036; the registered office is: Unit 6, Green Farm, Fritwell, Bicester, Oxon OX27 7QU. References in this contract to 'we' and 'us' are references to Espinar Equine and to 'contract' are to this contract.

## **2. SCOPE OF OUR INSTRUCTIONS**

By instructing us, you authorise us to take the steps which we consider appropriate to provide veterinary and associated services to you, including incurring reasonable expenses on your behalf.

## **3. FEES**

**3.1** Unless we agree alternative charging arrangements in advance of providing services, our fees will be based on the procedures which we carry out, the seniority of the veterinary surgeon and or other personnel involved, and the time required. Fees may be adjusted to reflect the nature of a case, its complexity and urgency and are charged regardless of the outcome of a case.

**3.2** Details of our fees for procedures are available on request.

## **4. ESTIMATES AND SPECIAL FEE ARRANGEMENTS**

**4.1** Estimates are given as a guide and should not be regarded as a firm quotation unless agreed in writing. Cases do not always follow a conventional course and our fees may reflect this.

**4.2** A special fee arrangement (such as a fixed or capped fee) agreed for a case will not cover work not identified when the arrangement was made.

## **5. DISBURSEMENTS, EXTRA COSTS AND INSTRUCTING THIRD PARTIES**

**5.1** It is sometimes necessary for us to incur disbursements on your behalf in the course of a case. These may include laboratory fees, specialist veterinary fees on referral, physiotherapy, disposal fees and expenses such as evening and/or weekend nursing costs necessary for the care of your animal.

**5.2** We will use all reasonable endeavours to obtain your approval before incurring any substantial disbursements, but this may not be possible in an emergency.

**5.3** If we instruct professional or paraprofessionals who are not employed by us, you will be their client and will be responsible for their fees. Third party fees will either be invoiced direct to you by the third party or by us. If we invoice you, payment is due as provided in clause 8. If the third party invoices you, payment is due as provided in their terms and conditions of business.

## **6. VAT**

All fees, estimates, disbursements and other charges referred to in clauses 4 and 5 of this contract are exclusive of value added tax.

## **7. WHEN WE BILL**

**7.1** Drugs and any other supplies will be invoiced for payment on collection.

**7.2** Consultations will be invoiced within 28 days of the date of the consultation for payment on delivery.

**7.3** Disbursements or other fees incurred under clause 5 will be invoiced according to the circumstances of the case and in our absolute discretion **provided that** such invoices will be delivered not later than 28 days after those fees are incurred.

## **8. PAYMENT**

**8.1** Unless the invoice states otherwise, our invoices are due for payment on delivery to you and in accordance with the instructions for payment set out on them.

**8.2** If an invoice is overdue for payment, we reserve our right to give you notice that we suspend or terminate our services to you and others with whom you are associated.

**8.3** If we are instructed to treat your animal by a person who is not the owner named in its passport but can reasonably be supposed to be responsible for its welfare at the time the instruction is given, both you and that person are jointly and severally liable for our fees and any other fees due under clause 5.

**8.4** If any fees due under this contract are paid by a person other than you or the person ordering the services under clause 8.3 or as ordered by a court, you remain liable to pay us any fees to the extent that the other person does not pay us in full.

## **9. FEEDBACK AND COMPLAINTS**

If you would like to discuss ways in which our services could be improved or if you are not satisfied with any aspect of them, please contact Dr. Espinar, Director of Espinar Equine, whose aim is to resolve any problems promptly and to your satisfaction. The Royal College of Veterinary Surgeons has a complaints procedure which may be accessed at [www.rcvs.org.uk](http://www.rcvs.org.uk) or by telephoning the College on 0207 222001.

## **10. TERMINATION OF OUR SERVICES**

**10.1** You may terminate our services at any time by written notice to: Dr. E. Espinar, 6 Hop Gardens, Kintbury, Hungerford, RG17 9AB.

**10.2** We may terminate our services on immediate notice (oral or written) if you are aggressive either physically or verbally to any member of staff or third party instructed by us in connection with the provision of services to you or if you do not co-operate with our reasonable advice and requirements for treating your animal and/or it would be impractical, unethical or unlawful for us to continue.

**10.3** We may terminate our services on reasonable notice (written or oral) if you fail to pay our fees or those of a third party in accordance with this contract.

**10.4** On termination in accordance with this clause, all fees arising from or connected with your case are due for immediate payment and we reserve the right to retain all radiographs and similar items to which we are entitled until all fees have been paid.

## **11. RESPONSIBILITY FOR ADVICE**

All services provided by us are for your use and benefit only and may not be supplied or passed on to any other person without our prior written approval. Our duty of care is to you as our client and does not extend to third parties unless we have given our written agreement to such extension.

## **13. LIMITATION OF LIABILITY**

In this clause, 'loss or damage' has the same meaning as in the Civil Liability (Contribution) Act 1978. Our liability to you for breach of contract/breach of duty or otherwise arising out of our provision of services to you is limited to the amount that a court of competent jurisdiction allocates to us by way of proportionate liability having regard to contribution to your loss by any other person responsible to you for it **provided that** this clause shall not apply to any liability for death or personal injury, any other liability which cannot be lawfully excluded or limited or to liability arising as result of fraud by us. It is agreed that in assessing the contribution referred to in this clause, no account shall be taken of any limit on the amount of liability or by any agreement made before the loss and damage in question occurred.

#### **14. OWNERSHIP OF RECORDS X-RAYS AND SIMILAR DOCUMENTS**

Case records and similar documents are our property and remain so even when we have charged for creating them and for interpreting the result. This applies to investigations which generate a documentary record such as an X-ray or ultrasound scan. Copies with a summary of the history will be passed on your request to another veterinary surgeon taking over the case.

#### **15. LAW AND JURISDICTION**

This contract is governed by English law and any disputes arising from or in connection with it shall be subject to the exclusive jurisdiction of the English courts.

April 2018 © Espinar Equine Associates Ltd

