

**RADWAY EQUINE REHABILITATION CENTRE**  
**TERMS AND CONDITIONS**

**1. DEFINITIONS**

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

- (a) **Event Outside Our Control:** is defined in clause 8.2;
- (b) **Treatment Request:** your order for the Services;
- (c) **Services:** the services that We are providing to you as set out in the Treatment Request;
- (d) **Terms:** the terms and conditions set out in this document; and
- (e) **We/Our/Us:** Fiona Elliott and Lee Elliott trading in Partnership as Radway Equine Rehabilitation Centre of Westcote House, Tysoe Road, Radway, Warwickshire, CV35 0BS.

1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

**2. OUR CONTRACT WITH YOU**

2.1 These are the terms and conditions on which We supply Services to you.

2.2 Please ensure that you read these Terms carefully, and check that the details on the Treatment Request and in these Terms are complete and accurate, before you sign the Treatment Request. If you think that there is a mistake or require any changes, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between you and Us.

2.3 When you sign and, where appropriate, submit the Treatment Request to Us, this does not mean We have accepted your order for Services. Our acceptance of the Treatment Request will take place as described in clause 2.4. If We are unable to supply you with the Services, We will inform you of this in writing and We will not process the Treatment Request.

2.4 These Terms will become binding on you and Us when We contact you that We are able to provide you with the Services, which We will also confirm in writing to you, at which point a contract will come into existence between you and Us.

2.5 If any of these Terms conflict with any term of the Treatment Request, the Treatment Request will take priority.

- 2.6 We shall assign an order number to the Treatment Request and inform you of it when We confirm the Treatment Request. Please quote the order number in all subsequent correspondence with Us relating to the Treatment Request.

### **3. CHANGES TO TREATMENT REQUEST OR TERMS**

- 3.1 We may revise these Terms from time to time in the following circumstances:
- (a) changes in how We accept payment from you; and
  - (b) changes in relevant laws and regulatory requirements.
- 3.2 If We have to revise these Terms under clause 3.1, We will give you at least one month's written notice of any changes to these Terms before they take effect. You can choose to cancel the contract in accordance with clause 10.
- 3.3 You may make a change to the Treatment Request for Services at any time before the start date for the Services by contacting Us. Where this means a change in the total price of the Services, We will notify you of the amended price in writing. You can choose to cancel the Treatment Request in accordance with clause 10.1 in these circumstances.
- 3.4 If you wish to cancel a Treatment Request before it has been fulfilled, please see your right to do so in clause 10.

### **4. PROVIDING SERVICES**

- 4.1 We will supply the Services to you from the date agreed between Us in writing until the estimated completion date set out in the Treatment Request.
- 4.2 We will make every effort to complete the Services on time. However, there may be delays due to an Event Outside Our Control. See clause 8 for Our responsibilities when an Event Outside Our Control happens.
- 4.3 We will need certain information from you that is necessary for Us to provide the Services, to include:-
- (a) Your horse(s) details such as size, age, etc;
  - (b) Your horse(s) vaccination record to include flu vaccination and provision of the flu vaccination document;
  - (c) Your horse(s) original passport;
  - (d) Your insurance information and copy documentation in relation to the horse(s);
  - (e) the nature of the condition or veterinary diagnosis of your horse(s);
  - (f) any allergy information as to your horse(s);
  - (g) details of any virus/infections of your horse(s); and

- (h) information on temperamental traits of your horse(s) that We need to be aware of.

We will contact you in writing about this. If you do not, after being asked by Us, provide Us with this information, or you provide Us with incomplete or incorrect information, We may suspend the Services by giving you written notice. We will not be liable for any delay or non-performance where you have not provided this information to Us after We have asked. If we suspend the Services under this clause 4.3, you do not have to pay for the Services while they are suspended, but this does not affect your obligation to pay for any invoices We have already sent you.

- 4.4 We may have to suspend the Services if We have to deal with technical problems. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. You do not have to pay for the Services while they are suspended under this clause 4.4 but this does not affect your obligation to pay for any invoices We have already sent you.
- 4.5 If you do not pay Us for the Services when you are supposed to as set out in clause 6.3, We may suspend the Services with immediate effect until you have paid Us the outstanding amounts (except where you dispute an invoice under clause 6.5). We will contact you to tell you this. This does not affect Our right to charge you interest under clause 6.4.

## **5. IF THERE IS A PROBLEM WITH THE SERVICES**

- 5.1 As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

## **6. PRICE AND PAYMENT**

- 6.1 The price of the Services will be set out in Our price list in force at the time We confirm your Treatment Request. Our prices may change at any time, but price changes will not affect Treatment Requests that We have confirmed with you unless the nature/duration of the Services We are providing to you need to be altered. We will provide you with an updated Treatment Request and pricing information for approval within 7 calendar days. You are able to terminate the Treatment Request in the event that you do not require such amended Services within 14 calendar days of receiving the amended Treatment Request and provided that Services already performed are paid in full.
- 6.2 These prices include VAT. However, if the rate of VAT changes between the date of the Treatment Request and the date of delivery or performance, We will adjust the rate of VAT that you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.

- 6.3 Where We are providing Services to you immediately, We will require you to make payment in full immediately.
- 6.4 Where We are providing Services to you by way of a course of treatment, We will ask you to make an advance payment of the price of the immediate Services or for the initial week of treatment where appropriate. Your rights to a refund on cancellation are set out in clause 10. We will invoice you for the balance of the Services on or any time after We have performed the Services or, in relation to a course of treatment, We will invoice you monthly for the duration of the Services. Each invoice will quote the Treatment Request number. You must pay each invoice in cleared monies within 14 calendar days at the date of invoice.
- 6.5 If you do not make any payment due to Us by the due date for payment, We may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Lloyds TSB Bank Plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.
- 6.6 However, if you dispute an invoice in good faith and contact Us to let Us know promptly after you have received an invoice that you dispute it, clause 6.4 will not apply for the period of the dispute.

## **7. OUR LIABILITY TO YOU**

- 7.1 If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and Us at the time we entered into this contract. Our total liability to you in respect of all losses arising under or in connection with the Contract whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed [£2,500,000.00]
- 7.2 Please note that Our insurance cover is limited to £2,500,000.00. Please notify Us if such level of cover is not adequate for your horse(s). Additional insurance may necessitate additional charges and we strongly recommend that you carry full comprehensive insurance for your horse(s).
- 7.3 Please ensure that, where you intend your insurance company to cover the cost of the Services, you check with them that the Services are covered prior to the commencement of the Services. Please note that payment for the Services are to be made by you personally and you must deal with the reimbursement of the price of the Services with your insurance provider. We will not accept delayed payment by your insurance provider directly.
- 7.4 We do not exclude or limit in any way Our liability for:

- (a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
- (d) breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples).

## **8. EVENTS OUTSIDE OUR CONTROL**

8.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.

8.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

8.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:

- (a) We will contact you as soon as reasonably possible to notify you; and
- (b) Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our performance of Services to you, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.

8.4 You may cancel the contract if an Event Outside Our Control takes place and you no longer wish Us to provide the Services. Please see your cancellation rights under clause 10. We will only cancel the contract if the Event Outside Our Control continues for longer than 4 weeks in accordance with Our cancellation rights in clause 10.

## **9. EMERGENCY TREATMENT**

9.1 We reserve the right for our veterinarian to administer emergency medical treatment to your horse(s) at any time during Our provision of the Services in the event that We feel emergency treatment is required and We are unable to contact you or your own veterinarian in this regard. You consent to this emergency treatment and will pay for these additional Services.

**10. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND**

10.1 Before We begin to provide the Services in relation to a course of treatment or pre-booked treatment, you have the following rights to cancel a Treatment Request for Services, including where you choose to cancel because We are affected by an Event Outside Our Control or if We change these Terms under clause 3.1 to your material disadvantage:

- (a) You may cancel any Treatment Request for Services within 14 calendar days of placing a Treatment Request by contacting Us. We will confirm your cancellation in writing to you.
- (b) If you cancel a Treatment Request under clause 10.1(a) and you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.
- (c) However, if you cancel a Treatment Request for Services under clause 10.1(a) and We have already started work on your Treatment Request by that time, you will pay Us any costs We reasonably incurred in starting to fulfil the Treatment Request, and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. We will tell you what these costs are when you contact Us. However, where you have cancelled a Treatment Request because of Our failure to comply with these Terms (except where We have been affected by an Event Outside Our Control), you do not have to make any payment to Us.

10.2 Once We have begun to provide the Services to you, you may cancel the contract for the Services at any time by providing Us with at least 14 calendar days' notice in writing. Any advance payment you have made for Services that have not been provided will be refunded to you.

10.3 Once We have begun to provide the Services to you, you may cancel the contract for Services with immediate effect by giving Us written notice if:

- (a) We break this contract in any material way and We do not correct or fix the situation within 30 days of you asking Us to in writing;
- (b) We go into liquidation or a receiver or an administrator is appointed over Our assets;
- (c) We change these Terms under clause 3.1 to your material disadvantage;
- (d) We are affected by an Event Outside Our Control.

**11. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND**

11.1 If We have to cancel a Treatment Request for Services before the Services start:

- (a) We may have to cancel a Treatment Request before the start date for the Services, due to an Event Outside Our Control or the unavailability of key

personnel or key materials without which We cannot provide the Services. We will promptly contact you if this happens.

- (b) If We have to cancel a Treatment Request under clause 10.1(a) and you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.
- (c) Where We have already started work on your Treatment Request for Services by the time We have to cancel under clause 10.1(a), We will not charge you anything and you will not have to make any payment to Us.

11.2 Once We have begun to provide the Services to you, We may cancel the contract for the Services at any time by providing you with at least 14 calendar days' notice in writing. If you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.

11.3 We may cancel the contract for Services at any time with immediate effect by giving you written notice if:

- (a) you do not pay Us when you are supposed to as set out in clause 6.3. This does not affect Our right to charge you interest under clause 6.4; or
- (b) you break the contract in any other material way and you do not correct or fix the situation within 14 days of Us asking you to in writing.

## **12. INFORMATION ABOUT US AND HOW TO CONTACT US**

12.1 We are a partnership established in England and Wales. Our address is Westcote House, Tysoe Road, Radway, Warwickshire, CV35 0BS. Our registered VAT number is 152 3822 27.

12.2 If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephone at 07977 464091 or 01295 678474 or by e-mailing Us at [fiona@radwayequinerehab.co.uk](mailto:fiona@radwayequinerehab.co.uk)

12.3 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract), you can send this to Us by e-mail, by hand, or by pre-paid post to Radway Equine Rehabilitation Centre at the address or email addresses detailed in clauses 12.1 and 12.2 above. We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address you provide to Us in the Treatment Request.

## **13. HOW WE MAY USE YOUR PERSONAL INFORMATION**

13.1 We will use the personal information you provide to Us to:

- (a) provide the Services;
- (b) process your payment for such Services; and

- (c) inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.

13.2 We will not give your personal data to any third party.

**14. OTHER IMPORTANT TERMS**

14.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.

14.2 You may only transfer your rights or your obligations under these Terms to another person if We agree in writing.

14.3 This contract is between you and Us. No other person shall have any rights to enforce any of its terms.

14.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

14.5 If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.

14.6 These Terms are governed by English law. You and We both agree to submit to the exclusive jurisdiction of the English courts.