

Animate Veterinary Physiotherapy Terms and Conditions

These terms shall apply to all Veterinary Physiotherapy sessions.

1. Owner status

I am the owner (or I have permission from the owner(s) of the animal(s) under my care (the **"Animal"**) that is to be subject to care by the veterinary physiotherapist (the **"VP"**)) for Veterinary Physiotherapy.

The information provided regarding the Animal's (or Animals') historic & current health is complete & correct to the best of my knowledge.

2. What is involved

A Veterinary Physiotherapy assessment involves a visual assessment of the Animal(s) at a standstill, and if appropriate moving in a straight line or circle, at different speeds, species-specific neurological tests and functional tasks such as sitting down, backing up, lunging, or riding.

This is followed by palpation to assess the musculoskeletal state, along with joint mobility.

If the VP finds an undiagnosed issue, the veterinary physiotherapy session (the **"Session"**) may not proceed. The treatment will be carried out in accordance with the VP's training and qualifications, which may include the use of Electro Physical Agent (**"EPA"**) such as low-level laser therapy, H-wave, etc.

Not all cases will require the use of EPAs. This is at the discretion of the VP and in some cases, may be contra-indicated.

3. Maintenance/competition care

If physiotherapy is for maintenance/competition care, you hereby declare that the Animal(s) is fit and healthy and that the Animal(s) is registered with the veterinary practice disclosed to us.

You agree that veterinary delegation is not required for maintenance/competition physiotherapy care. However, if the VP finds an undiagnosed issue, the Animal(s) may be referred to the relevant veterinarian.

4. Remedial Care

If the Animal(s) is currently having veterinary treatment for a condition, veterinary physiotherapy care by the VP may not proceed without veterinary consent in accordance with the Veterinary Surgeons Act 1966.

This must be disclosed to the VP by you prior to the appointment date with either a veterinary consent form completed by the relevant veterinarian either by email sent to animatevetphysio@outlook.com or verbal consent from the relevant veterinarian with the VP.

You hereby give permission for the VP to discuss physiotherapy care and/or remedial exercise of the Animal(s), with the Animal's (or Animals') carers, trainers, veterinary surgeons, or other paraprofessionals.

You agree that the VP may refer the Animal(s) back to the registered veterinarian(s) with or without your permission in accordance with the Veterinary Surgeons Act 1966 (as amended) and all other applicable laws.

5. Risk factors

You confirm that you are competent to handle the Animal(s) or have made arrangements for a competent handler to be present.

You agree that Animals are a risk to health and attend any Sessions at your own risk.

You agree that a risk assessment will be carried out and steps will be taken to reduce hazards during the assessment and physiotherapy session. You may be asked to adhere to certain safety procedures in accordance with the risk assessment and hereby acknowledge and agree to adhere to such procedures.

In some rare cases, there may be side-effects after a physiotherapy session, such as altered gait patterns or an allergic reaction. If this occurs, then your registered veterinarian should be contacted for advice.

You shall ensure that no unattended children or loose animals shall be present during the Session, as well as any lessons, lectures, or demonstration given by the VP in the course of the Session.

6. Value of Animal

If an Animal is valued over £100,000, you must declare this before booking the appointment.

7. Fees and cancellation

Our standard fee rates can be found at animateveterinaryphysio.co.uk.

Please refer to Parts B and C (as applicable) of these Terms and Conditions for details on the terms of payment.

If you are a consumer and you have booked a Session either online or by telephone and more than 14 days in advance of the session, you may cancel the Animal's (or Animals') Session(s) at any time within the 14-day period immediately following confirmation of your booking (the "**Cooling Off Period**"). Should you decide to cancel within this period, you will be issued with a full refund of any sums you have already paid. If you cancel your booking after this period, you may be liable for the full fees of your booking at the discretion of the VP. All requests to cancel your booking must be sent in writing to animatevetphysio@outlook.com.

You will not be entitled to a Cooling Off Period if you book a Session either face-to-face or on our premises. Cancellations made within 48 hours of the appointment may be liable for the full fees to be paid at the discretion of the VP.

We may cancel or vary any Session at any time in the following circumstances:

- (a) the VP and/or materials necessary for the session are not available;
- (b) an event outside of our reasonable control continues for more than 24 hours; or
- (c) we find that you are not a 'Consumer' as defined by the Consumer Rights Act 2015.

If we cancel a Session in any of the above circumstances, any sums we have received from you will be put towards a rearranged Session. If a Session cancelled under this clause cannot be rearranged, we will refund you in full any sums that you have paid to us for that Session but will have no further liability to you in respect of such cancellation.

We reserve the right to cancel or vary any Session and/or amend our fees and will accept no liability if this happens at least 2 weeks before the date of the Session.

If the Session exclusively concerns veterinary physiotherapy care, if four or more animals are seen at the same venue, on the same day a discount may be applied at our absolute discretion.

8. Payment

Payment terms for the Sessions will be agreed with the VP. In most circumstances you will be asked to pay the fees in full either at the time of booking the Session or on the day of the Session.

You may elect (with the VP's agreement) to pay the fees following the Session and the issuance of an invoice to you for the Session.

Should you elect to be invoiced in accordance with clause 0 above, you must pay any invoices in full within 30 days of the date of the relevant invoice.

You agree that applicable charges for the late payment of invoices may be applied in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

9. Transfer of these Terms and Conditions to another organisation

We may assign or otherwise transfer our rights and obligations under these Terms and Conditions to another organisation.

10. GDPR

Your personal data shall be used by us in accordance with our Privacy Policy, a copy of which can be found here: animateveterinaryphysio.co.uk/privacy-policy

This data will be used to identify the Animal(s), the Animal's (or Animals') owner and for communication purposes in connection with any care being provided.

Personal data will be stored and exchanged electronically or by hardcopy at our business address(es).

11. Third Party Administrators (TPAs)

By utilizing our services, you acknowledge and agree that certain administration functionalities may be provided by third-party administrators (TPAs). These TPAs will perform specific administrative tasks as outlined in our agreement with them. You understand that any data shared with these TPAs will be governed by their privacy policies and may be subject to applicable data protection laws. We will not be liable for any issues arising from the actions of the TPAs, and you agree to indemnify us for any claims related to such actions.

We reserve the right to update these terms and will notify you of any significant changes.

12. Communication

You hereby agree to the VP discussing physiotherapy care of the Animal(s) listed with the Animal's (or Animals') carers, veterinary surgeons or other para-professionals and agree that the VP may refer your Animal(s) back to the Veterinary Surgeon without your permission in accordance with the Veterinary Surgeons Act 1966 or The Animal Welfare (Licensing of Activities Involving Animals) (England) Regulations 2018.

We operate a zero-abuse policy which will result in termination of services with immediate effect. Any offensive or abusive behaviour towards our VPs, representatives or other parties associated with the care of the Animal(s) may result in the immediate termination of our services.

14. Colleagues

We may have colleagues/students accompanying us for training, who will be subject to the same confidentiality obligations as the VP. If you do not consent to this, please inform us by email at animatevetphysio@outlook.com prior to the day of the appointment.

15. Liability

Notwithstanding any other provisions of these Terms and Conditions, we do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

Our liability for losses arising from our negligence, breach of contract or otherwise will be limited to the full amount paid by you for the Animal's particular Session.

16. Events outside of our control

If a Session is delayed by an event outside of our control, we will notify you as soon as possible and do what we can to reduce the delay. As long as we do this, we will not compensate you for the delay, but you can contact animatevetphysio@outlook.com to end the contract governed by these Terms.

17. Change in the scope of the Sessions to comply with the law

We may at any time change the scope of any or all of our Sessions in order to comply with any applicable laws, policies or regulations as may be in force from time to time.

18. If a court invalidates some of these Terms

If a court or other authority decides that some or part of these Terms are unlawful, the rest will continue to apply.

19. Even if we delay in enforcing these Terms, we can still enforce them later

While we may not immediately pursue action regarding non-compliance—such as failure to make a payment or engaging in prohibited activities—this does not imply that we will forgo addressing these issues in the future. Please be advised that we retain the right to take appropriate measures at a later time

20. Governing law and jurisdiction

These Terms, their subject matter and their formation are governed by English law. You agree that the courts of England and Wales shall have exclusive jurisdiction over any disputes whatsoever in relation to these terms.

21. Media Release

We may request that photographs and/or videos be taken of you or your Animal(s) and used for marketing, social media and/or educational purposes on our website and social media platforms. If you agree, we may distribute and reproduce any photos and videos for the following purposes: portfolio showcase, advertising, marketing, branding, educational, digital promotions, internet videos, online courses, media, other commercial or non-commercial purposes, and for your details to be passed to third parties such as, but not limited to, marketing agencies or other agent working on our behalf or contracted by us for the purposes listed in this clause 0.

You agree that all photos and videos taken and shared in accordance with this clause 0 are copyrighted by us and that you will not receive any monetary compensation.

You may withdraw your consent to the use of such photos and videos in accordance with this clause 0 at any time by notifying us of your withdrawal of consent.

22. Owner status

I, the owner of the Animal(s), the manager of the premises to which the Animal(s) is registered, or the Animal's (or Animals') trainer, hereby give consent for physiotherapy care to be administered to the Animal(s) in my absence in accordance with all applicable laws and these Terms.

Electronic acceptance of these Terms may be made on acceptance of the appointment invitation at time of booking.

Alternatively, they may be printed, signed and returned to animatevetphysio@outlook.com.

Signed:

Name:

Date: