

**Please read the following important terms and conditions before you buy anything on our website and check that they contain everything which you want and nothing that you are not willing to agree to.**

This contract sets out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

In this contract:

- We, us or our means S. J. Hales Practice Limited; and
- You or your means the person using our site to buy goods from us.

If you don't understand any of this contract and want to talk to us about it, please contact us by:

- email [post@sjhales.co.uk](mailto:post@sjhales.co.uk); and
- telephone 01948 780624.

#### Who are we?

We are registered in England and Wales under company number: 05976065.

Our registered office is at: Unit 1, Mereside Industrial Park, Fenns Bank, Whitchurch, Shropshire, SY13 3PA.

Our VAT number is: GB 906 9567 86.

We are authorised under the Veterinary Medicine Regulations to supply veterinary medicines as regulated by The Royal College of Veterinary Surgeons and the Veterinary Medicines Directorate.

#### 1 Introduction

1.1 If you buy goods on our site you agree to be legally bound by this contract.

1.2 When buying any goods you also agree to be legally bound by:

- 1.2.1 our website terms and conditions and any documents referred to in them;
- 1.2.2 extra terms which may add to, or replace some of, this contract; and
- 1.2.3 specific terms which apply to certain goods for example clause 2.1 in relation to prescription medication. The relevant webpage for the goods will provide further details of any specific terms.

1.3 All these documents form part of this contract as though set out in full here.

1.4 These terms will only apply to consumers. You are a consumer if:

- 1.4.1 You are an individual.
- 1.4.2 You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

1.5 If you are a business please contact us for our business terms of sale.

#### 2 Ordering goods from us

##### 2.1 Prescriptions

2.1.1 If you are not a registered client of S. J. Hales Practice Ltd and you make an order for prescription only medication you must send or fax to us or upload when completing your order a completed and signed written prescription. We make available on our website a pro forma prescription which will need to be completed by your veterinary practitioner. You will need to make sure that all relevant information such as your pets details are correct and that the veterinary's surgeon's contact details are provided in case we need to contact them to verify any information.

2.1.2 We will not be able to dispatch any goods which require a prescription without receiving confirmation that the prescription is genuine. It is an offence to supply the same prescription to multiple retailers. If it is found that the prescription is forged, altered or has been supplied to another retailer the offence will be reported to the Veterinary Medicines Directorate and we will charge you £25 for the reporting fee.

2.1.3 We will require you to send to us the original written prescription to S. J. Hales Practice Ltd, P. O. Box 1, Rosemary Lane, Whitchurch, Shropshire, SY14 7WF, Fax number 01948 780623 within 14 days of submission of your order in accordance with clause 2.3. On receipt of the original prescription we will aim to deliver the goods within 7 days but, in any event, subject to clause 2.1.4 below, within 30 days from the day the order was placed.

2.1.4 Failure to provide the original prescription with 21 days from the date of your order will result in the cancellation of your order and termination of our contract in respect of that order unless otherwise agreed by us. We will refund you for any sums that you have paid for the goods less any reasonable expenses incurred by us in processing your order.

2.1.5 Where we are unable to deliver the prescription goods to you within 30 days from the date of your order we will notify you by email and give the opportunity to agree a new delivery date or we will provide you a full refund.

2.1.6 You agree by submitting your order that you:

- (a) have reviewed the manufacturer's guidelines for the goods to ensure that they are suitable for the species, age and weight of your pet and appropriate for the intended use;
- (b) know how to use and administer the goods correctly and safely at the appropriate dose rate.
- (c) you knows how to handle, store, and dispose of the goods.

2.1.7 If you are in any doubts about the suitability of any non-prescription goods you must contact your vet.

##### 2.2 Mixed Orders

Where your order consists of prescription goods and non-prescription goods the supply of the goods will be subject to clause 2.1.

##### 2.3 Order Process

2.3.1 Please read and check your order carefully before submitting it. However, if you need to correct any errors you can do so before submitting it to us.

2.3.2 When you place your order at the end of the online checkout, we will acknowledge it by email. This acknowledgement does not, however, mean that your order has been accepted.

2.3.3 We may contact you to say that we do not accept your order. This is typically for the following reasons:

- (a) the goods are unavailable;
- (b) we cannot authorise your payment;
- (c) you are not allowed to buy the goods from us;
- (d) we are not allowed to sell the goods to you;
- (e) you have ordered too many goods;
- (f) you have not provided a copy of the prescription; or
- (g) there has been a mistake on the pricing or description of the goods.

2.3.4 We will only accept your order when we email you to confirm this ("**Confirmation Email**"). At this point:

- (a) a legally binding contract will be in place between you and us; and
- (b) we will dispatch the goods to you in accordance with clause 5, subject to clause 2.1 and clause 2.2, or make them available in accordance with clause 6 ("**click and collect**").

2.4 You may not be able to buy certain goods because you are too young. These are set out on the relevant webpage for the goods.

#### 3 Right to cancel this contract

3.1 Please be aware that we are unable to offer a refund on medication or for personalised, custom made or made to measure goods such as pet ID tags unless the goods are defective.

3.2 You have the right to cancel this contract for non-medical items such as food, pet accessories and supplements within 14 days without giving any reason.

3.3 The cancellation period will expire 14 days from the day we send to you the Confirmation Email.

3.4 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or email). You can use the model cancellation form set out below, but it is not obligatory.

3.5 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

#### 4 Effects of cancellation

4.1 If you cancel this contract, we will reimburse to you all payments received from you for the Goods including the costs of delivery (except where supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

4.2 We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

4.3 We will make the reimbursement without undue delay, and not later than:

- 4.3.1 14 days after the day we received back from you any goods supplied; or
- 4.3.2 if earlier, 14 days after the day you provide evidence that you have returned the goods; or
- 4.3.3 if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

4.4 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

4.5 If you have received goods:

- 4.5.1 you shall send back the goods or hand them over to us at the practice premises in Leamington Spa or Kineton, without undue delay and in any event not later than 14 days from the day on which you communicate your

cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired;

4.5.2 you will have to bear the direct cost of returning the goods;

4.5.3 you are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

## **5 Delivery**

5.1 The estimated date of delivery of the goods is set out in the Confirmation Email.

5.2 If something happens which:

5.2.1 is outside of our control; and

5.2.2 affects the estimated date of delivery;

we will let you have a revised estimated date of delivery of the goods.

5.3 Delivery of the goods will take place when we deliver them to the address that you gave to us.

5.4 We cannot deliver the goods if we are unable to properly identify you. Please provide our service provider with a form of ID (passport or photo card driving licence).

5.5 Unless you and we agree otherwise, if we cannot deliver your goods within 30 days, we will:

5.5.1 let you know;

5.5.2 cancel your order; and

5.5.3 give you a refund.

5.6 If nobody is available to take delivery, please contact us using the contact details at the top of this page.

5.7 You are responsible for the goods when delivery has taken place. In other words, the risk in the goods passes to you when you take possession of the goods.

5.8 We may deliver your goods in instalments.

## **6 Click and collect**

6.1 The "Click & Collect" service is available on all Goods marked as available for collection.

6.2 Before you place your order you will need to select the store from where you would like to collect the goods.

6.3 Goods will be available for collection during usual opening hours.

6.4 Provided that the Goods are available we guarantee for our registered customers that the Goods will be available for collection the next working day if placed before 5 pm.

6.5 Orders not collected within 5 working days will have the goods re-allocated and you will be contacted to arrange a full refund.

6.6 When collecting your order we need to see a copy of the Confirmation Email (printed or electronic) and a valid form of ID, for example driving licence, passport, debit card or credit card. Please note that orders will be not released to courier companies or third parties who are unable to provide the correct information needed to verify them.

6.7 If you would like your order to be collected by someone else on your behalf they will need to bring photographic ID and the order confirmation email (printed or electronic).

## **7 Payment**

7.1 We accept all commonly accepted credit cards and debit cards.

7.2 We will do all that we reasonably can to ensure that all of the information you give us when paying for the goods is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.

7.3 Your credit card or debit card will be charged when the goods are ordered.

7.4 All payments by credit card or debit card need to be authorised by the relevant card issue.

7.5 If your payment is not received by us and you have already received the goods, you:

7.5.1 must pay for such goods within 30 days; or

7.5.2 must return them to us as soon as possible. If so, you must keep the goods in your possession, take reasonable care of them (including ensuring that you follow any instructions or manuals given with the goods) and not use them before you return them to us.

7.6 If you do not return any goods (such as where you have not paid for them) we may collect the goods from you at your expense. We will try to contact you to let you know if we intend to do this.

7.7 Nothing in this clause affects your legal rights to cancel the contract during the 'cooling off' period under clauses 3 and 4.

7.8 The price of the goods:

7.8.1 is in pounds sterling (£)(GBP);

7.8.2 includes VAT at the applicable rate; and

7.8.3 does not include the cost of delivering the goods (if you want delivery options and costs, visit our webpage before you place your order).

## **8 Nature of the goods**

8.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example, the goods:

8.1.1 are of satisfactory quality;

8.1.2 are fit for purpose; and

8.1.3 match the description, sample or model.

8.2 We must provide you with goods that comply with your legal rights.

8.3 The packaging of the goods may be different from that shown on the site.

8.4 While we try to make sure that:

8.4.1 all weights, sizes and measurements set out on the site are as accurate as possible, there may be a small tolerances; and

8.4.2 the colours of our goods are displayed accurately on the site, the actual colours that you see on your computer may vary depending on the monitor that you use.

8.5 Any goods sold:

8.5.1 at discount prices;

8.5.2 as remnants; or

8.5.3 as substandard;

will be identified and sold as such. Please check that they are of a satisfactory quality for their intended use.

## **9 Faulty goods**

9.1 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

9.2 Please contact us using the contact details above, if you want:

9.2.1 us to repair the goods;

9.2.2 us to replace the goods;

9.2.3 a price reduction; or

9.2.4 to reject the goods and get a refund.

## **10 End of the contract**

If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

## **11 Limit on our responsibility to you**

11.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), we are not legally responsible for:

11.1.1 losses that:

(a) were not foreseeable to you and us when the contract was formed; or

(b) that were not caused by any breach on our part;

11.1.2 business losses; and

11.1.3 losses to non-consumers.

11.2 If you have obtained a prescription from a third party for veterinary medicinal products to be supplied by us, we exclude all liability for any loss you or a third party may incur, including without limitation any direct loss or indirect loss, in connection with our reliance on and supply of veterinary medicinal products pursuant to such a prescription.

11.3 You acknowledge that you have sole responsible for ensuring that you are satisfied regarding all matters set out in clause 2.1.6 prior to purchase of veterinary medicinal products as we will not routinely carry out any investigation, and accept no responsibility to carry out any such investigations, regarding the suitability of any veterinary medicinal products purchased by you.

## **12 Disputes**

12.1 We will try to resolve any disputes with you quickly and efficiently.

12.2 If you are unhappy with:

12.2.1 the goods;

12.2.2 our service to you; or

12.2.3 any other matter;

please contact us as soon as possible.

## **13 Governing Law**

13.1 These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

## **14 Third party rights**

No one other than a party to this contract has any right to enforce any term of this contract.

**Cancellation form**

To [insert the trader's name, geographical address and, where available, fax number and email address]:

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods [\*]/the supply of the following service [\*],

Ordered on [\*]/received on [\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate

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