

The Daycare Vet – Terms and Conditions

Last updated July 2023.

We are The Daycare Vet Ltd, a company registered in Scotland under company number SC770222 with its registered office at 464/2 Lanark Road, Juniper Green, Scotland, EH14 5BQ (“**we**”, “**us**” or “**our**”), and these terms and conditions (“**terms**”) explain the terms under which you purchase our pet travel service (“**Pet Travel**”).

When you purchase Pet Travel, you’re deemed to have accepted these terms in their entirety and you agree to comply with them. If you don’t accept them, you must not purchase Pet Travel. We may amend these terms from time to time, and so you should check the ‘last updated’ date each time you purchase Pet Travel from us.

About Pet Travel: We offer animal health certificates (AHC) for travel to the EU and Northern Ireland with your dog or cat.

Please note that our Pet Travel is available for dogs and cats and no other animal.

Booking your animal health certificate (AHC): Before we can book your AHC, we will need various pieces of information about you and your dog/cat. This includes, but isn’t limited to:

- Your full name
- Your home address
- Your email address and phone number
- Your dog/cat’s details and their medical history, including microchip, rabies vaccination status (emailed directly from primary vet) and worming history
- Your primary vet details*
- Travel details (e.g. port of entry into the EU, travel dates, mode of transport, etc.)
- Your payment details.

*** Please note that we are not currently able to provide Pet Travel to those that are currently registered or have in the last 12 months been registered with Thistle Vets in Edinburgh. We are sorry for any inconvenience that may be caused by this.**

Payment: We will issue you with our invoice by email for payment of the AHC, which is required by bank transfer in cleared funds to the account stated on the invoice before we can undertake the AHC to you.

Cooling off and cancellations: Where you are a consumer and have placed your order of the AHC by distance, meaning not in person, but by email, online or by phone, then under consumer legislation you are entitled to a cooling off period of 14 days (“**cooling off period**”), which starts on the day you pay for the AHC. Before we commence work on the AHC, we will ask for your express authority to waive your entitlement to the cooling off period. Without this confirmation, we cannot commence our work on the AHC until 14 days have passed from your payment. Once the cooling off period has ended, there is no right to cancel your AHC in exchange for a refund. If you would like to cancel within the cooling off period, please email cari@thedaycarevet.co.uk. Upon receipt, we will cancel your booking and refund you within 14 days of receiving your email.

You cannot cancel your AHC unless within the cooling off period. However, where there is a change to your travel plans, we can reschedule the AHC upon your request to accommodation for your new travel dates.

Undertaking the AHC: Once we collect your information we will begin preparing your AHC. We will then arrange an appointment to complete your AHC in person at your daycare centre or home address. You must therefore live in Edinburgh or be willing to travel to Edinburgh to receive the AHC. There are additional travel charges depending on location to cover fuel, travel time and parking charges (see website for travel bands).

Your dog/cat must already be under the care of primary veterinary surgeon, who will be responsible for any health problems that may arise whilst we are preparing the animal health certificate (AHC). If your dog/cat has not already had a rabies vaccine and microchip placed by your primary vet, we will advise you of the additional cost and issue our invoice for this. The rabies vaccine and microchip do come with some risk, as with any medication. If your dog/cat experiences any complications arising from these treatments, you must contact your primary vet initially. If they are not available you can contact our associated practice Westport Vets or Vets Now Edinburgh out-of-hours or take your dog/cat to your closest emergency practice as soon as possible.

Disclaimers: The AHC provided by us is prepared based on the information provided by you and in accordance with the applicable regulations and guidelines. We are not responsible to you for any loss or damage where we have relied on any inaccurate information you have provided to us. While we strive to ensure the accuracy and completeness of the AHC, we cannot guarantee that it will meet all the specific requirements of the destination country. It is solely your responsibility to verify the entry requirements of the destination country and any specific regulations pertaining to the AHC.

We will make reasonable efforts to issue the AHC within a reasonable timeframe prior to your intended travel date. However, we cannot be held responsible for any delays in the issuance of the AHC that may occur due to factors beyond our control, such as administrative processes, unforeseen circumstances, or changes in regulatory requirements.

The acceptance of the AHC by the authorities of the destination country is solely at their discretion. While we will provide all necessary documentation and information to support the AHC, we cannot guarantee that it will be accepted by the destination country, as every country is different and guidelines are always changing. Any issues or complications arising from the non-acceptance of the AHC by the destination country are beyond our control and responsibility.

It is your responsibility to ensure that you comply with all the relevant regulations, requirements, and timelines associated with the AHC and your travel plans. This includes verifying the validity period of the AHC and ensuring that it remains valid throughout your entire travel period. We cannot be held responsible for any consequences, losses, or delays resulting from the use of an expired or invalid AHC. By way of example, the AHC must be issued within 10 days of travel, and certain countries require tapeworm treatment to have been administered to your dog/cat within 24 to 120 hours of your arrival.

Force Majeure: Where an event outside our control occurs, this is a “**force majeure event**” and includes, but isn’t limited to, storm, fire, earthquake, an act of God, a natural disaster, a failure of electricity or power supplies, epidemic, pandemic, government rules, regulations or guidance, or a failure of a third-party supplier to do as they’re contracted to do. Where a force majeure event occurs, we are excused from performance under these terms, and we won’t be liable to you for our failure to perform. We will use our reasonable efforts to continue our obligations under these terms as soon as we are able to after the force majeure event has stopped.

Pet Travel – Limitation of Liability: We won’t be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, interruption to business, for any loss of business opportunity, or for any indirect or consequential loss arising out of or in connection with any contract between you and us.

Except to the extent expressly set out in this section, the terms implied by Sections 13 to 15 of the Sale of Goods Act 1979 and by Sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

Nothing in these terms seeks to limit or exclude our liability for: (i) death or personal injury caused by our negligence (including that of our employees, agents or subcontractors); (ii) fraud or fraudulent misrepresentation; (iii) breach of the terms implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; (iv) defective products under the Consumer Protection Act 1987; or (v) any other matter in respect of which liability cannot be excluded or restricted by law.

Our total liability to you for all other losses arising out of or in connection with the contract for sale between you and us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to directly foreseeable loss.

Indemnification: When you use our Pet Travel service, you agree to protect, indemnify and hold us harmless from any liabilities and expenses, such as claims, damages, legal fees, and costs and you release us from any legal actions or claims that may arise from your use of our Pet Travel service.

Data Protection: We comply with applicable data protection legislation, including the retained EU law version of the General Data Protection Regulations (2016/679) and the Data Protection Act 2018. We will only use your personal information as set out in our privacy and cookie policy, available at <https://www.thedaycarevet.co.uk/privacy-policy>.

Changes to these terms. We reserve the right to change and amend these terms from time to time. You should check back regularly to ensure you are reading the most up to date version of these terms, as the same will apply to your use of Pet Travel at all times.

No waiver. No failure or delay by us in exercising any of our rights under these terms shall be deemed to be a waiver of that right, and no waiver by us of a breach of any provision of these terms shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

Severance. In the event that one or more of the provisions of these terms is or are found to be unlawful, invalid, or otherwise unenforceable, that or those provision(s) shall be deemed severed from the remainder of these terms. The remainder of these terms shall be valid and enforceable.

Entire agreement. These terms and any other document specifically referred to herein contains the entire agreement between us and you with respect to its subject matter and formation. These terms supersede and extinguish any and all previous agreements, representations, warranties, promises, assurances, and understandings between us and you relating to its subject matter and formation.

Third party rights. Unless it expressly states otherwise, these terms do not give rise to any rights under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce any term of these terms.

Applicable law. These terms and any non-contractual obligations arising hereunder, shall be governed by, and interpreted according to Scots law and all disputes arising under these terms (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the Scottish courts.

Contacting us. If you need to contact us for any reason, please email us at cari@thedaycarevet.co.uk.