



Hospital Procedure Consent Form

Terms and Conditions

Thank you for choosing us to provide You with our veterinary services.

By either signing this Hospital Procedure Consent Form and/or continuing with our Services, this signifies that You have read, consent and agree to be bound by these Terms and Conditions.

You further confirm that You are the owner, or the agent for the owner, of the Patient and have the authority to sign this Hospital Procedure Consent Form and these Terms and Conditions.

1. Key Terms

1.1. For Your benefit, we have summarised some key points of these Terms and Conditions:

1.1.1. You understand, consent, accept and agree that there are inherent and potential risks associated with the Services. This is highlighted at clause 3 for Your attention.

1.1.2. Any Fees owing by You to VSOS must be paid in full prior to the release of the Patient to You.

1.1.3. That during the performance of the Services unforeseen conditions may be revealed that require an extension of those Services or different Services to be performed on the Patient, and which may incur further Fees.

2. Informed Consent

2.1. VSOS understands the importance of obtaining informed consent from You.

2.2. Where it is practicable to do so and before providing the Services on the Patient, VSOS will inform You of:

2.2.1. The likely extent and outcome of the Services;

2.2.2. The inherent and potential risks of the Services; and

2.2.3. The Cost Estimate of the Services.

2.3. Wherever possible, VSOS will explain to You the diagnosis, possibilities for treatment, expected and unexpected outcomes and associated risks.

2.4. You accept that often Fees are not fully known, complex medical or surgical conditions may be difficult to explain, or a definitive diagnosis may not yet be made. Under these circumstances, VSOS will continue to communicate with You and any changes in the Services, Cost Estimates and outcomes will be explained once they become known.

2.5. VSOS will continue to obtain consent from You, whether verbally or in writing, in relation to the above. If verbally, such communications/consent will be recorded in the history of the Patient's notes within VSOS' operating system.

2.6. If You do not consent to VSOS' request for a change in the Services or the Cost Estimate, those further Services will not be performed. You acknowledge that not following VSOS' recommended medical treatment may affect the outcomes for the Patient.

3. Inherent and Potential Risks

3.1. VSOS will do everything reasonably possible to provide the best care for the Patient. However, there are certain inherent and potential risks associated with the Services.

3.2. You understand, consent, accept and agree to the following:

3.2.1. That where there is a use of, or performance of, intravenous fluids/drugs, sedation, surgical equipment, medical treatments, blood tests, anaesthesia, injectable medication, oral medication



and the Services, there is an inherent and potential risk to the Patient. Such risks includes that the Patient could be permanently compromised, could suffer significant morbidity, or could die.

3.2.2. During the performance of the Services, unforeseen conditions may be revealed that require an extension of those Services or different Services to be performed on the Patient. We will endeavour to keep You informed as to changes to the Services and to the Cost Estimate, but You acknowledge that during the performance of the Services this may not be possible.

3.2.3. Results from the Services cannot be guaranteed by VSOS. This is due to the complex protocols and unique potential complications and risks associated with the Services.

3.3. When VSOS has explained the risks to You, whether verbally or in writing, the Patient's Records will be updated to include these risks.

4. Consent & Authorisation

4.1. You understand, consent, accept and agree to the following:

4.1.1. That You consent and authorise VSOS to perform the Services, including any procedure/s, operation/s and/or treatment/s on the Patient, as discussed between VSOS and You.

4.1.2. That VSOS has explained that there are certain inherent and potential risks associated with the Services, which leads to increased and varied Fees. Any increase or variation of the Cost Estimate will be communicated to You in accordance with these Terms and Conditions.

4.1.3. That results from the Services cannot be guaranteed. Should any further or ongoing treatment of the Patient be required due to the outcome of the Services, this will be discussed with You and reflected in any change in the Cost Estimate or the Fees.

4.1.4. That You have been given a Cost Estimate, either in writing or verbally, and that the Fees may vary due to the nature of the medical problems, which may be unforeseen. In accordance with clause 2 above, You will be kept updated as to a change in the Cost Estimate as soon as practicable.

4.1.5. The onus is on You to ensure You can pay the Fees (in accordance with clause 6) as and when they become due.

4.1.6. That during the performance of the Services unforeseen conditions may be revealed that require an extension of those Services or different Services to be performed on the Patient. Therefore, You consent to and authorise the performance of, any Services that may be deemed necessary and desirable in the exercise of VSOS' professional expertise and judgment, which will incur additional Fees. In accordance with clause 2 above, VSOS will contact You and advise of the necessary changes as medically necessary.

4.1.7. That VSOS may perform medically necessary procedures which may incur further Fees without Your consent, including but not limited to euthanasia, a life-saving drug or drain of blood/air, in emergency situations.

4.1.8. To the administration of anaesthesia to be applied by or under the direction of VSOS and to the use of such anaesthetics as deemed necessary by VSOS. The costs associated with this will be outlined in the Cost Estimate.

4.1.9. That VSOS will discuss and advise You as to any medical management and/or treatment plan following the performance of the Services, either verbally or in writing. The costs associated with any medical management and/or treatment plan payable by You to VSOS will be outlined in the Cost Estimate.

4.1.10. That this Hospital Consent Form does not encompass the entire discussion/s had with VSOS regarding proposed Services. Any discussions about outcomes, risks and costs, and any communications/consents, will be recorded in the history of the Patient's notes within VSOS' operating system.

4.1.11. That if the Patient has any medical conditions known to You that will affect anaesthesia and/or the condition of the Patient during the Services, this must be disclosed by You to VSOS



prior to the Admission Date.

- 4.1.12. That if You do not provide the notice required above, You indemnify and release VSOS from and against all actions, proceedings, claims, demands, costs, losses, damages and expenses (including reasonable legal costs and expenses) concerning the decline in the Patient's medical condition, to the extent that such decline is caused or contributed to by the failure to provide the notice.
- 4.1.13. That VSOS may have to administer anaesthesia on the Patient if the Patient is suffering and may, in rare instances, have to perform euthanasia if VSOS determines it is medically necessary to do so.
- 4.1.14. Both parties have the express right to refuse or cancel any of the Services where there is a breakdown in the relationship between the parties. The party exercising this right must give written notice to the other party of any refusal or cancellation of the Services. Should You cancel the Services under this clause you are still liable for the Fees for the Services to the date of cancellation.
- 4.1.15. That You consent to photographs and/or videos being taken of You and/or the Patient and for these photos/videos to be used for internal and external marketing purposes. You may revoke in writing Your consent for You and/or the Patient to be photographed and/or filmed at any time.
- 4.2. You indemnify VSOS from and against all actions, proceedings, claims, demands, costs, losses, damages and expenses (including reasonable legal costs and expenses) that You may have in relation to the Services arising out of or in connection with Your breach/non-compliance of this clause 4. Your liability to indemnify VSOS under this clause 4.2 is reduced to the extent that such action, proceeding, claim, damage, cost, loss, damage or expense is caused or contributed to by VSOS.

5. Provision of the Services

- 5.1. These Terms and Conditions are the only terms and conditions upon which VSOS is prepared to engage with You and the Patient in respect of the provision of the Services.
- 5.2. The contract is formed and each party is bound by these Terms and Conditions at the earlier of:
- 5.2.1. the date on which You sign/accept these Terms and Conditions (whether online or otherwise); or
 - 5.2.2. subject to you receiving a copy of these Terms and Conditions, the date on which You request or instruct VSOS to commence the Services.
- 5.3. VSOS will provide the Services to the Patient with reasonable care and skill.
- 5.4. Unless otherwise stated, the amount of time which VSOS devotes to the Services and the manner in which it provides the Services shall be a matter for VSOS' own professional judgment.
- 5.5. VSOS expressly reserves the right to charge additional professional Fees (from time to time) for any additional services requested by You which VSOS reasonably believes do not fall within the scope of the Services and which VSOS agrees (at its absolute discretion) to provide. However, no such charges will be made, or additional Services provided, without prior consent being obtained from You (either verbally or in writing).
- 5.6. VSOS expressly reserves the right to make any changes to the Services which are necessary to comply with any applicable laws or safety requirements. VSOS will, where practicable and reasonable, notify You as to this prior to such changes being made.

6. Fees

- 6.1. In consideration for the Services to be provided by VSOS pursuant to these Terms and Conditions, You will pay the Fees to VSOS.
- 6.2. VSOS will ordinarily issue an invoice to You for the Fees.
- 6.3. The Fees are to be paid as follows:



6.3.1. Fifty percent (50%) of the total Fees on the Admission Date; and

6.3.2. Progress payments so that You are not more than two thousand dollars (\$2,000.00) in arrears, with any remaining Fees to be paid upon the discharge of the Patient.

6.4. If You do not pay the Fees, VSOS has the right to withhold the release of the Patient until payment is received from You. If this occurs, You will be expressly responsible for any boarding fees for the duration of the period that the Patient remains on VSOS' premises.

6.5. You acknowledge and agree that the Fees or any part of the Fees will not be refunded to You in the event these Terms and Conditions are terminated or the provision of the Services otherwise comes to an end, due to an act or omission by You, or if You no longer require the Services.

7. Cancellation by You

7.1. Should You need to postpone, cancel and/or reschedule the Service prior to the Admission Date, You need to notify VSOS via telephone at the soonest possible opportunity.

7.2. VSOS reserves the right to charge a cancellation fee equal to the consultation fee that You were advised on when booking the Services if You cancel within 24 hours of Your consultation date.

8. Changes to Admission Date by VSOS

8.1. Due to circumstances outside the control of VSOS, such as an emergency situation, VSOS may have to reschedule the Admission Date of the Patient.

8.2. As soon as VSOS is practically able to do so, it will notify You of this and reschedule a new Admission Date.

9. Admission Date Procedure

9.1. The Patient must be dropped to VSOS by You between 7:00AM – 9:00AM the morning of the Admission Date.

9.2. You have the option to drop the Patient the night before the Admission Date, due to travelling or timing issues. You are required to request this from VSOS and VSOS will inform You of the associated boarding fees. The fees payable for this may vary depending on the medical condition of the Patient and the nursing care required. We will provide You with confirmation of the fees payable for the overnight boarding and the fee payable (if any) for any additional costs to be incurred due to the medical condition of the patient.

9.3. After the Services have been performed, VSOS will call You in the late afternoon/evening with an approximate time You can collect the Patient.

10. Post Admission Date

10.1. If applicable, VSOS will give You discharge instructions for the care of the Patient via email, paper form or verbally. Any verbal instructions will be recorded in the history of the Patient's notes within VSOS' operating system.

10.2. The results and/or report of the Services will be sent to the Referring Veterinarian within ten (10) business days from the Admission Date, unless special tests are ordered.

10.3. It is Your responsibility to organise with VSOS any follow up/post Admission Date consultations, to advise on any results and/or report of the Services and to discuss management and/or the next steps for the Patient. Additional fees for this may apply.

11. Post Admission Date Instructions

11.1. Where VSOS gives You any instructions following the Admission Date, relating to the discharge, after care, management and next steps for the Patient, You must follow these instructions.

11.2. If You do not follow these instructions, You indemnify and release VSOS from and against all actions, proceedings, claims, demands, costs, losses, damages and expenses (including reasonable legal costs and expenses) concerning any decline in the Patient's medical condition, to the extent that such decline is caused or contributed to by Your failure to follow the instructions.



12. Non-Payment by You

- 12.1. Interest on any overdue Fees will accrue from the date when payment becomes due until the date payment is received by VSOS, at a rate of \$250.00 (two hundred and fifty dollars) per week.
- 12.2. You indemnify VSOS from and against all actions, proceedings, claims, demands, costs, losses, damages and expenses (including reasonable legal costs and expenses) suffered or incurred by VSOS arising out of or in connection with the default in payment of the Fees by You. Your liability to indemnify VSOS is reduced to the extent that such action, proceeding, claim, damage, cost, loss, damage or expense is caused or contributed to by VSOS.

13. Veterinary and Animal Health Records

- 13.1. You acknowledge that any veterinary and animal health records (Records) by VSOS relating to the Patient belong to VSOS exclusively.
- 13.2. Pursuant to these Terms and Conditions You have given Your consent in advance to the release of any or all of the Records contained by VSOS relating to the Patient to be given, upon request, to the Referring Veterinarian or other veterinarian as the case may be. Please inform VSOS if You do not consent to this.
- 13.3. Such Records include copies or originals of all of the relevant case history of the Patient.
- 13.4. This consent will remain in effect until You notify us in writing that it will cease.
- 13.5. VSOS will not release any Records that may be in breach of its obligations as to Personal Information as defined under the Privacy Act 1988 (Cth).
- 13.6. VSOS will at all times act with a primary concern for the welfare of the Patient. Even if there is no obligation to provide a copy of the Records, VSOS may determine that it is appropriate for VSOS to disclose to a third party, with Your consent, information from the Records that is necessary to facilitate the treatment and care of the Patient.

14. Warranties

- 14.1. To the full extent permitted by law, VSOS excludes all representations, warranties or terms (whether express or implied) except those representations, warranties or terms contained in these Terms and Conditions.
- 14.2. These Terms and Conditions include, by implication, only those warranties, conditions and terms that:
 - 14.2.1. Law or legislation implies into these Terms and Conditions; and
 - 14.2.2. Law or legislation prohibits the parties from modifying, excluding or contracting away.
- 14.3. To the fullest extent permitted by law, VSOS' liability (if any) for any breach of any condition or warranty or terms, or the supply of the Services (including any condition or warranty implied by virtue of clause 14.2), is limited to:
 - 14.3.1. Re-supplying part or all of the Services; or
 - 14.3.2. Issuing a refund for part or all of the Fees paid for the Services; or
 - 14.3.3. Reducing the value of the Fees payable by You.
- 14.4. To the fullest extent permitted by law, neither party is liable whatsoever, for any consequential, economic and indirect loss or damage the other party may suffer.
- 14.5. Promptly after provision of the Services You must provide written notice to VSOS if you reasonably believe that the Services have not been performed with due care and skill.
- 14.6. To the fullest extent permitted by law, VSOS' liability in connection with the Services is limited to the extent that:
 - 14.6.1. You do not comply with VSOS' care instructions following the Services, in accordance with the intended purpose; or
 - 14.6.2. The circumstance is outside the reasonable control of VSOS.



- 14.7. You warrant to comply with the requirements of the Services, in particular, post services care of the Patient in accordance with:

14.7.1. Any instructions provided to by VSOS; and

14.7.2. All necessary and appropriate precautions and safety measures relating to the handling and maintenance of the Patient following the Services.

15. Confidentiality

- 15.1. VSOS and You agree that all information relating to the Services, including any information provided by VSOS to You and vice versa is confidential and You and VSOS will not divulge, either directly or indirectly, to any third party such confidential information, save as to the extent that disclosure may be required by law, reasonably required for the purpose of enabling VSOS and You to fulfil obligations under these Terms and Conditions, or necessary to facilitate the treatment and care of the Patient at another veterinary practice.

- 15.2. This clause will have force after the termination or expiry of these Terms and Conditions.

16. Dispute Resolution

- 16.1. If a dispute arises out of or relates to these Terms and Conditions, neither party may commence any Court or arbitration proceedings relating to the dispute unless they have complied with this clause, except where the party is seeking urgent interlocutory relief.

- 16.2. The party claiming that a dispute has arisen under or in relation to these Terms and Conditions must give seven (7) days' written notice to the other party specifying the nature of the dispute.

- 16.3. On receipt of the notice by that party, both parties must take reasonable steps to resolve the dispute expeditiously using informal dispute resolution techniques such as an informal settlement conference as agreed by them.

- 16.4. If the parties do not agree within seven (7) days of receipt of the notice (or such further period as agreed in writing by them) as to:

16.4.1. The dispute resolution technique and procedures to be adopted;

16.4.2. The timetable for all steps in those procedures; and

16.4.3. The selection and compensation of the independent person required for such technique,

then the parties will refer the dispute to the Resolution Institute, which must mediate the dispute in accordance with the Resolution Institute's Mediation Rules in the State of New South Wales.

- 16.5. The president of the Resolution Institute or the president's nominee will select the mediator and determine the mediator's remuneration in accordance with the Resolution Institute's Mediation Rules.

- 16.6. If the mediation referred to above is not completed within four (4) weeks of reference to a mediator either party may commence any court or arbitration proceedings relating to the dispute as they see fit.

- 16.7. The costs of the mediation will be borne equally by the parties.

17. Privacy

- 17.1. VSOS is bound by the Privacy Act 1988 (Cth) and takes steps to ensure that all personal information obtained in connection with You will be appropriately collected, stored, used, disclosed and transferred in accordance with the National Privacy Principles.

- 17.2. VSOS' privacy policy contains information about how You can access and correct the personal information it holds and how VSOS can raise any concerns about its personal information handling practices.

18. Notices

- 18.1. A notice or other communication to a party must be in writing and delivered to that party or that party's practitioner in one of the following ways:

18.1.1. Delivered personally; or



18.1.2. Posted to their address, in the case of You by using the completed address on page 1 of these Terms and Conditions and in the case of VSOS, to 106 Parraweena Road, Miranda NSW 2228, where the notice will be treated as having been received on the second business day after posting; or

18.1.3. Sent by email to their email address, in the case of You by using the completed email address on page 1 of these Terms and Conditions, and in the case of VSOS, to info@vsos.com.au where it will be treated as received when it enters the recipient's information system.

19. Governing Law & Jurisdiction

19.1. The law of New South Wales governs these Terms, and the parties submit to the non-exclusive jurisdiction of the Courts of that State.

20. General

20.1. These Terms and Conditions constitute the entire agreement between You and VSOS and supersede any prior version of these Terms and Conditions.

20.2. Neither party's failure to exercise or enforce any right or provision of these Terms and Conditions shall constitute a waiver or relinquishment to any extent of the party's right to assert or rely upon any such provision or right in that or any other instance, and the same shall be and remain in full force and effect.

20.3. In these Terms and Conditions references to the parties is to be read as references to or including, as appropriate, their respective successors, transferees and assigns as well as employees, partners, agents and related bodies corporate.

20.4. If a provision, or part of a provision, of these Terms and Conditions are void or voidable, that provision is servable and the remainder of these Terms and Conditions has full force and effect.

21. Digital Acceptance

21.1. You agree that these Terms and Conditions may be accepted electronically. By clicking "I Agree", ticking a checkbox, signing electronically, or otherwise indicating acceptance through our website, application, email or other digital platform, You acknowledge that:

21.1.1. You have read and understood these Terms and Conditions;

21.1.2. Your electronic acceptance is legally binding and has the same effect as a handwritten signature; and

21.1.3. The *Electronic Transactions Act 2000* (NSW) applies to these Terms and Conditions and You consent to the use of electronic communication and signatures for the purposes of these Terms and Conditions.

22. Definitions: in these Terms and Conditions

Admission Date means the date on which the Patient will be admitted to VSOS to perform the Services.

Cost Estimate means the estimate of the Fees payable by You for the Services.

Fees means the fees charged by VSOS for the Services, and as detailed on a tax invoice issued by VSOS to You.

Patient means the animal who is receiving the Services from VSOS.

Referring Veterinarian means Your usual veterinarian who has referred You and the Patient to VSOS for the Services.

Services means any act of Veterinary Medicine, whether medical or non-medical.

VSOS means Veterinary Specialists of Sydney Pty Ltd (ACN 628 288 595).

Terms and Conditions means these terms and the Hospital Procedure Consent Form.

You means the customer/the person who engages VSOS for the purposes of providing the Services on the Patient.



Veterinary **Specialists** of Sydney

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