

General terms and conditions

General Regulations

- These general conditions can be consulted on www.equide.be as well as on the quotes and invoices drawn up by the Equide veterinary practice. The general conditions are also available free of charge on request.
- By the Equide veterinary practice we mean: the veterinary Wouter Demey and all persons involved in this practice, whether they are paid or not.
- The Equide veterinary practice is a Belgian veterinary practice, registered with the Order of Veterinarians under order number 4625.
- By client, we mean any person who, in one way or another, offers an equine animal for examination or treatment at the Equide veterinary practice.
- These general conditions have been carefully drawn up and approved by the Order of Veterinarians. The code of ethics applicable to veterinarians can be consulted at www.ordederdierenartsen.be.

Rates and payment conditions

- The client guarantees to the owner (if the client is not him/herself the owner) or co-owners of the horse involved that they accept the general terms and conditions and these terms of payment.
- A complete list of rates is available on the website www.equide.be. At the request of the interested party, an additional paper version will also be provided immediately. The absence of a request for a paper version implies the recognition by the client that he/she knew and accepted the prices at the time of the conclusion of the agreement.
- To determine the costs of driving outside the region, the "google maps route planner" is used as standard. Unless explicitly stated otherwise, the distance between Equide's coordinates and the coordinates at which the patient is on the route taken by Equide applies.
- Unless otherwise agreed or stated on the invoice, each service is payable in cash at Equide's head office, regardless of where the decision is believed to have been made. Payment will only be deemed to have taken place after the total amount has been irrevocably credited to Equide's account.
- As from the due date, overdue invoices will automatically and without prior notice produce interest on arrears at the rate of 1.5% per month commenced, plus a fixed compensation of 10% of the invoice amount, with a minimum of €125. (Only) in the case of a client-consumer, Equide shall, after formal notice, owe the same interest for late payment on the amounts (not damages) that it would have to pay to its co-contractor.
- The non-payment on the due date of a single invoice makes the balance of all other invoices, even those not due on behalf of the client, immediately payable by right, even if a payment facility has been granted.
- The customer accepts an additional administrative cost of €7.5 per reminder.
- Late payment of an invoice, even a relatively limited one, entitles Equide in all possible hypotheses, except in the case of a critical situation endangering life, to suspend its services until payment is made without this being considered an abuse of right or giving rise to any compensation.

- Any contestation of invoices must be made in writing within 14 calendar days following the date of the invoice. The absence of a timely dispute is considered to be an acceptance of the invoice, of the payment included therein and of the services mentioned therein.

Arrangements and modalities of operation

- The client agrees that the veterinarian may sedate (tranquilise) the horse at any time during the treatment in order to work safely and qualitatively. Equide reserves the right at any time to refuse to treat patients in dangerous conditions, be it for the veterinarian, the patient or third parties. Minor risks associated with sedation are assimilated to the risks of veterinary treatment and are therefore at the client's expense. Equide uses state-of-the-art, high quality equipment. This also includes specially developed electrical equipment.

- All equidae presented for treatment at Equide's veterinary practice are considered as animals not included in the food chain. If this is not the case, the owner must notify this in advance. The owner is responsible for presenting the passport of the animal to be treated at all times.

- The client must make all necessary arrangements for safety and accessibility in advance, which should be understood as a minimum :

- the presence of an adult person, preferably the owner of the horse. This person is present throughout the treatment and is able to hold the horse properly. This person undertakes to strictly follow the instructions of the veterinarian or his staff.
- the availability of a clean, covered area where the horse can be safely treated (for example, a grooming area, work stall or stable).
- the presence and free use of running water and electricity
- access via a paved road and doorways at least 90 cm wide
- The client will inform Equide prior to treatment if the horse to be treated has an estimated value of more than 500,000 Euros.
- The client will inform Equide if there are any known medical problems that may be relevant to the treatment. The client must also inform Equide prior to the start of treatment if the horse is a pregnant mare. Treatment of pregnant mares during the last three months of pregnancy will take place after a medical examination and after agreement with the client. Any possible risks associated with the treatment of pregnant mares shall be borne by the client. Finally, the client will inform Equide in advance if they are sport horses taking part in competitions within 7 days.

- If these conditions are not met, Equide is entitled not to provide services. If the client has not informed Equide when making the appointment, the administrative fees and an indemnity of 100 euros will be due. The same policy will be followed in the event of non-cancellation of an appointment (no show) or failure to meet deadlines (at least 2 working days).

- Without additional information, we will distribute the visit fee to the best of our ability. Any specific arrangement for sharing the visit fee must be discussed prior to or no later than the start of the consultation. In case of dispute, the person who made the appointment is responsible for paying the total visit fee. Equide commits to provide the detailed overview of the calculation of the visit fee to this person only. He/She is then also responsible for the communication with all other owners.

- The anonymized dental chart as well as all images taken from your horse by us can be used for educational, animal welfare or research purposes without any further notification. The horse will not be recognizable on these pictures (unrecognizable head), and the name of the horse or the owner will not appear anywhere. If you are against this, please let us know before the consultation begins.

Litigation and claims for damages

- Each veterinary agreement includes a treatment agreement. It cannot (according to the Order of Veterinarians) in any case be an obligation of result. The client is also aware that any veterinary intervention involves risks. Equide, with its knowledge and skills, will limit these risks as much as possible and will inform the client about this. The resulting damages can only be compensated by Equide if negligence or professional errors are pronounced by a competent court.
- Complaints or irregularities of an ethical nature must be reported to the Order of Veterinarians, to be consulted via www.ordederdierenartsen.be
- These general conditions are ruled by Belgian law. In the event of a dispute, the court of the district of Leuven is competent.
- If the responsibility of the Equide veterinary practice is engaged in any way whatsoever, this responsibility is at all times limited to the amount to which the liability insurance of the veterinary practice entitles it in a given case. A copy of the conditions of the policy and the documents of this insurance will be provided free of charge to the client upon request. Compensation for indirect damage is excluded at all times, including but not limited to immaterial damage, loss of profit, loss of savings and damage due to (business) stagnation and the like.