



MAINLIACHT SURGICAL TERMS

Terms and Conditions of Business

Robert Murray

B. Sc (Hons) Biomed, DVM (Hons), MRCVS

Complex Small Animal Surgery
Orthopaedic and Soft Tissue

- Complex Surgery
- Cruciate Disease
- Patellar Luxation
- Fracture Repair
- BOAS / TECA-LBO

www.mainliacht.com



Locum Veterinary & Peripatetic Surgical Services

These Terms & Conditions apply to all veterinary services provided by Mainliacht Limited ("Mainliacht") of registered address C/O Aardvark Accounting 1 Cedar Office Park, Cobham Road, Wimborne, BH21 7SB, United Kingdom to the engaging veterinary practice, hospital, or corporate organisation ("the Practice"). By confirming a booking, instructing Mainliacht to provide services, or permitting Mainliacht to commence work, the Practice unconditionally agrees to these Terms.

1. Services

- **Independent Contractor Status:** Mainliacht provides independent veterinary services, including locum veterinary cover and peripatetic surgical services. Nothing in these Terms creates an employer-employee, worker, partnership, or agency relationship. Mainliacht is entirely responsible for its own tax and National Insurance compliance.
- **Booking Confirmation:** The nature, dates, location, and fees for each engagement will be confirmed in writing (via email or electronic messaging). These Terms supersede any booking platform terms unless expressly agreed otherwise by Mainliacht in writing.
- **Clinical Independence:** Mainliacht will exercise independent clinical judgement at all times. Mainliacht reserves the right to decline to perform any procedure or treatment deemed clinically inappropriate, unsafe, or detrimental to animal welfare.

2. Fees, Invoicing, and Payment

- **Exclusion of VAT:** All fees quoted or agreed are exclusive of VAT, which will be charged at the prevailing rate where applicable.
- **Strict Payment Deadline:** Invoices are payable in full within 7 calendar days of the invoice date.
- **Administrative Delays:** The Practice is solely responsible for ensuring internal processing, purchase orders, or corporate authorisation procedures are completed on time. Internal administrative delays do not extend or alter the 7-day payment deadline.
- **No Right of Set-Off:** The Practice must pay all invoiced amounts in full without any deduction, set-off, counterclaim, or withholding.
- **Invoice Disputes:** Any query or dispute regarding an invoice must be raised in writing within 5 calendar days of the invoice date. If only part of an invoice is disputed, the undisputed balance must be paid within the standard 7-day window. Failure to query within 5 days constitutes absolute acceptance of the invoice.



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- Late Payment Penalties: Mainliacht strictly enforces its rights under the *Late Payment of Commercial Debts (Interest) Act 1998*. And any/all associated legislation. Overdue balances will automatically accrue statutory interest at 8% above the Bank of England base rate, alongside statutory compensation fees and all reasonable third-party debt recovery/legal costs and other incurred by Mainliacht.
- Personal & Corporate Liability: Where the Practice is a limited company or corporate group, the director or individual instructing Mainliacht personally guarantees the performance of the Practice's financial obligations under these Terms and shall be jointly and severally liable for all outstanding fees.

3. Locum Service Cancellations

Confirmed general locum bookings cancelled by the Practice will attract the following charges:

- More than 7 calendar days' notice: No charge.
- 48 hours to 7 days' notice: 50% of the total agreed fee for the booking period.
- Less than 48 hours' notice: 100% of the total agreed fee for the booking period.
- Aborted Shifts: Where a shift is cancelled, shortened, or terminated after Mainliacht has arrived at or attended the Practice, the full agreed fee for the entire booked shift remains payable.

4. Peripatetic Surgical Services

- Equipment and Implants: Mainliacht will provide the specific surgical instrumentation, implants, and specialist equipment agreed upon for the scheduled procedure.
- Practice Infrastructure: The Practice is strictly responsible for providing sterile theatre facilities, functioning anaesthetic equipment, appropriate medications, active patient monitoring equipment, and a safe working environment.
- Support Staff: The Practice must provide at least one dedicated, suitably trained Registered Veterinary Nurse (RVN) to assist Mainliacht throughout the perioperative and recovery period.
- Consent and Records: The Practice is solely responsible for obtaining legally valid, informed written consent from the animal's owner (including risks of complications) and maintaining the patient's primary clinical record and patient case history.



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- Intraoperative Modifications: Mainliacht may modify the planned surgical procedure without prior consultation with the Practice if intraoperative findings make it clinically necessary or appropriate for patient welfare.
- Postoperative Care & Complications: Following Mainliacht's departure from the premises, total responsibility for ongoing patient care, hospitalisation, and monitoring reverts entirely to the Practice. While Mainliacht will provide postoperative instructions to the referring vet, Mainliacht is not liable for complications arising from postoperative management, owner non-compliance, or inherent surgical risks.
- Surgical Case Cancellations: If a peripatetic surgical case is cancelled by the Practice or the pet owner:
- Less than 72 hours' notice: A short-notice surgical cancellation fee of 50% of the surgical fee applies.
- Consumables: The Practice remains 100% liable for the cost of any non-refundable implants, specialist consumables, or couriers specifically ordered for that case.

5. Professional Standards and Insurance

- Mainliacht Assurances: Mainliacht will maintain active professional registration with the RCVS, comply with RCVS Codes of Professional Conduct, and maintain appropriate professional indemnity insurance (via the Veterinary Defence Society or equivalent).
- Practice Assurances: The Practice warrants that it maintains valid public liability insurance to a value not less than £10,000,000 and professional indemnity insurance to a value not less than £5,000,000 covering independent contractors working on its premises.

6. Confidentiality and Data Protection

- Both parties agree to maintain the absolute confidentiality of client, patient, and commercially sensitive business information. Both parties will fully comply with applicable UK data protection legislation (UK GDPR and Data Protection Act 2018).



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7. Suspension and Termination of Services

Mainliacht reserves the immediate right to suspend or terminate ongoing or future services without penalty or liability if:

- Any undisputed or partially undisputed invoice remains unpaid past its due date;
- The Practice commits a material breach of these Terms;
- Mainliacht identifies a serious concern regarding patient welfare, professional ethics, or workplace health and safety;
- Mainliacht personnel are subjected to abusive, bullying, or unacceptable behavior by Practice staff or clients; or
- Mainliacht has reasonable grounds to believe the Practice is facing insolvency or cannot meet its payment obligations.
- Advance Payments: Mainliacht may at its absolute discretion require full payment in advance before accepting or fulfilling bookings for any Practice.

8. Limitation of Liability

- Each party remains responsible for its own acts and omissions.
- Mainliacht will not be held liable for any clinical complications, financial losses, or delays arising from inaccurate, delayed, or incomplete information supplied by the Practice, or due to inadequate support staff/facilities.
- Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud, or any other liability that cannot be lawfully excluded under English law.



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9. Governing Law and Jurisdiction

- These Terms, and any dispute arising from them, are governed exclusively by the laws of England and Wales. Both parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

10. Explicit Acceptance

- These Terms apply to all interactions between the parties unless a specific, written amendment is signed by a Director of Mainliacht Limited.
- Deemed Acceptance: The instruction to commence services, the confirmation of a booking via any text/email medium, or allowing Mainliacht to begin clinical work following receipt of these Terms constitutes absolute and unconditional acceptance of them.

Signed on Behalf of the Practice by a Duly Authorised Officer.....

Name of Signatory (print)

Date

Mainliacht Limited

Company Number: 14757820

VAT Number: GB438463866

Email: thetvetlocum@gmail.com

Website: mainliacht.com