

VETERINARY SERVICES FOR HOUSEHOLD PETS MARKET INVESTIGATION

The Veterinary Services Market Investigation Order 2026

Background

1. On 23 May 2024, following a market review launched on 7 September 2023 and a consultation opened on 12 March 2024, the Competition and Markets Authority (**CMA**), in exercise of its powers under sections 131 and 133 of the Enterprise Act 2002 (the **Act**), made a reference for a market investigation in relation to the supply of Veterinary Services for Household Pets in the United Kingdom (UK).
2. On 23 May 2024, the CMA appointed from its panel a group of five independent members (the **Group**) to conduct the market investigation and publish a final report. The Group was required to decide whether any feature, or combination of features, of each relevant market prevents, restricts or distorts competition and thereby has an adverse effect on competition (**AEC**) and, if so, what action should be taken.
3. On 24 March 2026, the CMA published its report on the market investigation (the **Final Report**) in which it concluded that there are certain features which have an AEC in the markets for (i) the retail supply of veterinary services for household pets by first opinion practices (**FOPs**) in the UK, and (ii) the supply of outsourced out-of-hours (**OOH**) provision to FOPs in the UK.
4. The Group decided that, in order to address the AEC and resulting customer detriment, an integrated package of remedies should be imposed consisting of:
 - (a) Measures to empower Pet Owners when making choices, relating to:
 - (i) Transparency of the ownership of Veterinary Businesses
 - (ii) The ability to compare FOPs directly
 - (iii) Better pricing information when choosing treatments and services
 - (iv) Increased awareness of the ability to purchase medicines online and potential savings
 - (v) Clear information on end-of-life options

- (b) Measures to remove barriers to engagement and competition, relating to:
 - (i) Ensuring that vets are able to act in accordance with the relevant provisions of the Royal College of Veterinary Surgeons (**RCVS**) Code and Guidance
 - (ii) Making it easier for Pet Owners to get and use a written prescription
 - (iii) Improving consumer complaints and redress mechanisms
 - (iv) Making it easier for FOPs to switch OOH provider
 - (c) A recommendation to government on reform of the existing statutory regime for the regulation of Veterinary Services
 - (d) Recommendations to the RCVS and the Veterinary Medicines Directorate (**VMD**)
5. Since the publication of the Final Report, two members of the Group have ceased to be members of it. One Group member's appointment to the CMA panel ended on 1 April 2026, and another resigned from the Group on 24 April 2026. Each cessation of membership of the Group, and the Group's continued functioning with its remaining members thereafter, is in accordance with Schedule 4 to the Enterprise and Regulatory Reform Act 2013.
6. On 21 July 2026, in accordance with section 165 of, and paragraph 2(1)(a) of Schedule 10 to, the Act, the CMA published a Notice of its intention to make an Order as part of a package of remedies to remedy, mitigate or prevent the AEC and any resulting customer detriment, which it had identified in the Final Report.
7. The package of remedies will be implemented by:
- (a) this Veterinary Services Market Investigation Order 2026 (the **Substantive Order**);
 - (b) a separate Order requiring Veterinary Businesses to provide funding for activities the RCVS will perform in relation to the remedies package (the Veterinary Services Market Investigation (funding) Order 2026) (**the Funding Order**);

- (c) the Veterinary Services Market Investigation (Funding) Undertakings 2026 setting out how the RCVS will estimate the costs of performing activities required of it by the CMA's decisions in the Final Report and collect funds to cover those costs (the **RCVS Funding Undertakings**);
 - (d) separate undertakings entered into by the Royal College of Veterinary Surgeons (**RCVS**) relating to the activities the RCVS will perform as required of it by the CMA's decisions in the Final Report¹ (**the Substantive RCVS Undertakings**); and
 - (e) recommendations to government, the RCVS and the VMD as set out in the Final Report (the **Recommendations**).
8. The Explanatory Note accompanying this Order provides an explanation of how this Order is expected to operate.

¹ Subject to the RCVS offering, and the CMA accepting, suitable undertakings and following the procedure provided for by the Act. In default of the RCVS giving such undertakings, the CMA may instead require the RCVS to perform the relevant activities.

ORDER

Reference and power

The CMA makes this Order in accordance with the duty imposed by section 138 and in exercise of the powers conferred by sections 86 and 87 (as applied by section 164) and section 161(1), (3) and (4) of, and paragraphs 1, 2, 7, 10, 17, 18, 19, 20C 21 and 22 of Schedule 8 to, the Act, for the purpose of remedying, mitigating or preventing the AEC and any resulting customer detriment which the CMA identified in the Final Report.

PART 1

Preliminary

1. Title, Commencement, and Extent

- (1) This Order may be cited as 'The Veterinary Services Market Investigation Order 2026'.
- (2) This Order shall come into force on the day after the Order is made.
- (3) This Order extends to England and Wales, Scotland and Northern Ireland.

2. Interpretation

- (1) In this Order, unless specified otherwise:

'AEC' means an adverse effect on competition.

'Actionable Complaint' means a Complaint which a Veterinary Business has been unable to resolve during the normal course of business within five Working Days of it being made to the business. An Actionable Complaint must be made to a Veterinary Business within 12 months of (i) the date the matter complained of occurred or (ii) the Pet Owner became aware of the matters that are the subject of the Complaint, whichever is later.

'Additional Prescription Fee Cap' means:

- (a) the Initial Additional Prescription Fee Cap; or

- (b) such other sum applying from 1 April 2028 and from 1 April in each subsequent year, as shall be calculated in accordance with the following formula and rounded to the nearest 10 pence (all amounts expressed inclusive of VAT):

$$\frac{\text{Initial Additional Prescription Fee Cap}}{2026 \text{ calendar year CPI}} \times \text{CPI for the prior year (beginning with 2027 calendar year CPI); and}$$

- (c) any reference in this Order to the Additional Prescription Fee Cap shall mean the Additional Prescription Fee Cap applicable at the time (and the CMA shall publish on its website, by 14 February in each year, the applicable Additional Prescription Fee Cap that will apply from the following 1 April).

‘ADR Regulations’ means the Alternative Dispute Resolution for Consumer Disputes Regulations 2015.

‘Alternative Dispute Resolution’ and **‘ADR’** refers to ways of resolving disputes between consumers and traders that do not involve court proceedings.

‘Authorised Online Pharmacy’ means a retailer listed on the VMD Register of Online Retailers.

‘Basic Communal Cremation Service’ means a Cremation Service covering administration, handling and storage of the deceased Pet, transportation of the deceased Pet to the Crematorium, any payment processing fees, and a communal cremation whereby a number of different animals are cremated together, and no ashes are returned to the owner.

‘Basic Information’ means the following information about a Practice:

- (a) the Trading Name;
- (b) its postal address;
- (c) its web address;
- (d) its email address;
- (e) its telephone number(s)

(f) its Opening Hours; and

(g) the types of Pets treated at the Practice.

‘Branding’ means a distinctive identity for a Veterinary Business, Group or Network (as the case may be) which that business, Group or Network uses to identify itself in a way which is Clear and Prominent, and which may include the Main Entity name, the Trading Name for a Group or Network, and any logo, symbol, colour scheme, typography and any other stylistic elements associated with the Veterinary Business’s, Group’s or Network’s ownership or identity.

‘Clear and Prominent’ means the information to which any such description or requirement is applied is provided clearly, in a timely manner, and in a way that a Pet Owner is likely to see it. This includes information being:

(a) presented in an accessible way to enable Pet Owners to easily identify, read and understand the relevant information as a whole;

i. clearly visible and legible (meaning the absence of visual minimisation such as small or hard to read fonts and colour); and

ii. directly accessible in each relevant location; and

(b) not obscured by:

iii. other information which is shown to Pet Owners, such as, but not limited to, information displayed on signs, banners and as pop-up text and images; or

iv. trademarks, Branding or marketing straplines

‘Complaint’ means an expression of dissatisfaction, either spoken or written, made by a Pet Owner to a Veterinary Business (including to any of its staff) where a resolution or outcome is sought by the Pet Owner from the business, relating to the FOP Services, OOH FOP Services, or OOH Provider Services of that Veterinary Business.

‘Complaint Log’ means a written record of Complaints maintained by or on behalf of each FOP or OOH Centre.

‘Compliance Date’ means the date described in Article 3 of this Order from which a Veterinary Business must comply with the requirements imposed on it by this Order.

‘Controlled Drug’ means veterinary medicines which contain substances which are controlled under the Misuse of Drugs Act 1971 and The Misuse of Drugs Regulations 2001.

‘CPI’ means the Consumer Price Index published by the Office for National Statistics.

‘Cremation Add-Ons’ means additional products or services such as urns, caskets, figurines and keepsakes like paw prints or fur clippings provided with Cremation Services.

‘Cremation Services’ means Services a Veterinary Business provides for and in connection with the cremation of a deceased Pet’s body.

‘Crematorium’ and **‘Crematoria’** mean premises that provide Cremation Services for Pets.

‘Day’ means calendar day unless otherwise stated.

‘Defra’ means The Department of Environment, Food and Rural Affairs.

‘DMCCA’ means the Digital Markets, Competition and Consumers Act 2024.

‘Final Report’ means the final report of the CMA’s market investigation into Veterinary Services for Household Pets in the UK published on 24 March 2026.

‘Find a Vet Platform’ means the online database and search service provided by the RCVS that helps Pet Owners locate veterinary practices in the UK.

‘First Opinion Practice’ and **‘FOP’** mean:

- (a) a site or physical premises at which primary veterinary care for Household Pets, comprising FOP Services and any OOH FOP Services that are provided by the same Veterinary Business as provides the FOP Services, is offered (including where the relevant business offers services as a Limited Service Provider); and
- (b) where it does not do so from a site or physical premises, the set of mobile facilities and equipment a Veterinary Business uses to provide primary veterinary care for Household Pets. (Where this part of this definition applies to a FOP, any requirements in this Order which refer to actions

being taken upon a physical premises do not apply to that FOP).

‘Fixed Price Bundle’ means an offering comprising two or more goods and/or services supplied for a single total price.

‘FOP Services’ means primary veterinary care and related services provided in a FOP during normal working hours.

‘Group or Network’ means a group or network comprising:

- (a) a person or entity providing Veterinary Services by carrying on or operating more than one FOP or OOH Centre, or a combination of FOPs, OOH Centres, online pharmacies, Referral Centres and/or other business assets or trade; or
- (b) more than one person or entity which is involved in the provision of Veterinary Services at one or more FOPs, OOH Centres, online pharmacies, Referral Centres or other business assets or trade, and
- (c) where, in either case, there is a Main Entity in relation to those FOPs, OOH Centres, online pharmacies, Referral Centres or other business assets or trade.

‘Guidance’ means the supporting guidance to the RCVS Codes.

‘Household Pet’ and **‘Pet’** mean an animal such as a dog, a cat, a hamster, a gerbil, a mouse or other rodent, and any exotic animal (but not a farm animal or horse) that is kept for companionship or protection and habitually resides in the Pet Owner’s dwelling.

‘Influence’ means where, taking account of the Influence Factors, one person or entity has influence over a business.

‘Influence Factors’ means factors that indicate a person or entity has a high level of influence over a business, including that it:

- (a) provides advice, guidance, policies, instructions, training, financial or administrative support and/or a brand identity which that business is required or encouraged to adopt;
- (b) has rights of veto or step-in where the business does not comply with the matters in (a) or where it does not meet management or financial obligations or targets;

- (c) has a shareholding in that business which confers the right to block special resolutions where such resolutions relate to commercially significant matters;
- (d) has rights to appoint members of the board(s) of the business;
- (e) has rights to require the business to submit financial or business plans for approval or the right to veto those plans;
- (f) has the right to make employment decisions concerning employees who support the delivery of Veterinary Services in the business; or
- (g) offers guarantees of finance for the business.

‘Initial Additional Prescription Fee Cap’ means [£12.50 inclusive of VAT. This will be adjusted for inflation between the date of the Final Decision Report and the latest monthly CPI figure available before the Order is made].

‘Initial Monetary Threshold’ means £500 inclusive of VAT.

‘Initial Primary Prescription Fee Cap’ means [£21 inclusive of VAT. This will be adjusted for inflation between the date of the Final Decision Report and the latest monthly CPI figure available before the Order is made].

‘Itemised Bill’ means a written statement of charges that identifies and, where appropriate, describes components of the Veterinary Services provided to a Pet Owner.

‘Laboratory Services’ means services which provide diagnostic tests.

‘Large Veterinary Business’ means a Veterinary Business with 15 or more FOPs and/or OOH Centres.

‘Limited Service Provider’ means a practice that offers no more than one service to its clients and includes, but is not limited to, vaccination clinics or neutering clinics, as set out in 3.49 of the Guidance.

‘Main Entity’ means the person (any entity whether it is a legal person like a company, in a joint venture or partnership, or an individual) which, taking account of the Ownership and Control Factors and the Influence Factors, is carrying on or operating a Group or Network in the UK.

‘Monetary Threshold’ means:

- (a) the Initial Monetary Threshold; or

- (b) such other sum applying from 1 April 2028 and from 1 April in each subsequent year, determined by increasing the Initial Monetary Threshold by £50 for each complete £50 by which the amount calculated in accordance with the following formula exceeds the Initial Monetary Threshold (all amounts expressed inclusive of VAT):

$$\frac{\text{Initial Monetary Threshold}}{\text{2026 calendar year CPI}} \times \text{CPI for the prior year (beginning with 2027 calendar year CPI); and}$$

- (c) any reference in this Order to the Monetary Threshold shall mean the Monetary Threshold applicable at the time (and the CMA shall publish on its website, by 14 February in each year, the applicable Monetary Threshold that will apply from the following 1 April).

‘Month’ means calendar month.

‘Most Common Parasiticides’ means, in respect of a FOP operated by a Veterinary Business:

- (a) any Parasiticide for which the Veterinary Business has sold 100 or more units at that FOP in the Veterinary Business’s previous financial year; or
- (b) if the number of Parasiticides meeting the threshold set out in subparagraph (a) is fewer than 10, the top 10 Parasiticides by sales volumes at that FOP in the Veterinary Business’s previous financial year.

‘Ongoing Medication’ means a prescribed medication which involves a second (or further) issue of the same medication, to prevent or treat the same condition, without any interruption or gap in the course of the medication.

‘Out-of-hours’ or **‘OOH’** means the period of time outside normal working hours.

‘OOH Centre’ means the site, premises or location at which a Veterinary Business provides OOH Provider Services.

‘OOH FOP Services’ means OOH Services provided in a FOP which are not OOH Provider Services.

‘OOH Provider Services’ means OOH Services provided by a Veterinary Business to a Pet Owner directly or through a subcontracting or outsourcing

arrangement with another Veterinary Business, where the provider only provides primary care and related services for Pets outside normal working hours.

‘OOH Services’ means primary veterinary care and related services that are provided outside normal working hours.

‘Opening Hours’ means the standard or scheduled hours during which a Practice is ordinarily open to Pet Owners (including both normal working hour and Out-of-hours, as applicable) and does not include temporary variations to those hours (such as emergency closures and bank holiday hours).

‘Own Brand Medication’ means versions of veterinary medicine products that, rather than having the brand name of a manufacturer, have a brand name given by the retailer or distributor of the product.

‘Ownership and Control’ means where, taking account of the Ownership and Control Factors, one person or entity owns or controls a business.

‘Ownership and Control Factors’ means factors that indicate a person or entity owns or controls a business, including where:

- (a) it operates as a sole trader on its own account;
- (b) it operates in a partnership and the terms of the partnership agreement so provide or have the effect of conveying ownership or control of the partnership;
- (c) in the case of a corporate body, it directly owns, controls and/or determines the use of the assets employed in the business, controls or determines the services provided to Pet Owners and/or contracts with them to provide those services;
- (d) alternatively, in the case of a corporate body, it does not fall within (c) but is a person or entity which has a controlling interest (a shareholding conferring more than 50% of the voting rights) in the business referred to in (c) and can or does direct or determine the way that business operates; or
- (e) as a different alternative in the case of a corporate body, it does not fall within (c) or (d), but is a person or entity which has de facto control over the business referred to in (c), for example, because:

- i. although its shareholding is less than 50%, it has practical control over more than half of the voting rights in the business; or
- ii. it has expertise or influence that gives it the ability to determine the commercial policy or behaviour of the business.

‘Parasiticide’ means a flea, tick, or worming medicine product and refers, specifically, to a product based on its unique combination of product characteristics such as drug name, formulation, dosage, volume, and pack size.

‘Parasiticide Price List’ means, in respect of each FOP operated by a Veterinary Business, a list of the prices of the Most Common Parasiticides sold by the Veterinary Business in the FOP (including VAT). The Parasiticide Price List must include:

(a) for each Parasiticide on the list:

- v. information enabling the Pet Owner to identify the medicine, including:
 - 1. the full authorised product name;
 - 2. the brand name;
 - 3. whether or not the Parasiticide is an Own Brand Medicine;
 - 4. the active ingredient(s);
 - 5. the amount (volume or number of tablets);
 - 6. the strength and dosage size;
- ii. any additional charges that the Pet Owner is required to pay to purchase the Parasiticide; and
- iii. the amount payable in VAT; and

(b) a statement prominently displayed alongside the Parasiticide Price List that Pet Owners should consult their Veterinary Professional about whether their Pet requires Parasiticide(s) and that the Vet will prescribe a Parasiticide based on their clinical judgement of what is best for the Pet.

‘Pet Care Plan’ means a plan offered by Veterinary Businesses for a periodic subscription fee that covers routine medication and services which may include annual vaccinations, checkups, and preventative treatments against fleas, ticks and worms, which is actively open for enrolment by Pet Owners.

‘Pet Care Plan Standard Information’ means, in respect of each Pet Care Plan offered by a Veterinary Business operating one or more FOPs:

- (a) a list of all the services included;
- (b) the number of times a Pet Owner is entitled to access each service without making an additional payment,
- (c) an indication of which services, if any, are typically used only once in a Pet’s lifetime;
- (d) the time frame during which each service is available;
- (e) the total price of the Pet Care Plan on a monthly and annual basis;
- (f) the price the Veterinary Business would charge the Pet Owner for each service if provided on a standalone basis outside of the Pet Care Plan; and
- (g) information in respect of the cancellation terms, including the duration of the contract, whether the contract auto-renews, any notice period for cancellation and a summary of any cancellation fees.

‘Pet Owner’ means the legal owner of a Pet or an individual purchasing Veterinary Services for a Pet which is under their care either permanently or temporarily (as distinguished from being ‘under care’ with a veterinary professional).

‘Practice’ means a physical premises, site or location at which Veterinary Services are provided. Where part (b) of the definition of First Opinion Practice or FOP applies, ‘Practice’ also means the set of mobile facilities and equipment a Veterinary Business uses to provide primary veterinary care for Household Pets.

‘Practice Information’ means the following:

- (a) in respect of FOP Services, OOH Services and Referral Services:

- i. professional veterinary qualifications held by the Veterinary Professionals who work on a long-term basis at the FOP, OOH Centre or Referral Centre where those services are provided;
 - ii. RCVS PSS accreditations or awards held in respect of the FOP, OOH Centre or Referral Centre where those services are provided, including a web link to supporting information for Pet Owners about the PSS on the RCVS website; and
- (b) where a FOP or Referral Centre outsources OOH Services to a Veterinary Business providing OOH FOP Services or OOH Provider Services, the following information in respect of the FOP or OOH Centre at which the OOH Services are provided to Pet Owners:
- i. its Trading Name;
 - ii. its telephone number(s);
 - iii. its website address;
 - iv. the address(es) for the FOP or OOH Centre where the OOH Services are provided;
 - v. the opening times; and
 - vi. details of the OOH Services provided at the places in (iv) above.

‘Practice Management System’ and **‘PMS’** means IT systems used by Veterinary Businesses to help run their operations. These may be used, for example, to record diagnoses, keep notes, and generate prescriptions.

‘Practice Standards Rules’ means the RCVS Practice Standards Rules.

‘Practice Standards Scheme’ and **‘PSS’** means an initiative by the RCVS to accredit UK Veterinary Practices. The PSS operates in accordance with the Practice Standards Rules.

‘Primary Prescription Fee Cap’ means:

- (a) the Initial Primary Prescription Fee Cap; or
- (b) such other sum applying from 1 April 2028 and from 1 April in each subsequent year, calculated in accordance with the following formula and rounded to the nearest 10 pence (all amounts expressed inclusive of VAT):

Initial Primary Prescription Fee Cap		CPI for the prior year (beginning with 2027 calendar year CPI); and
	X	
2026 calendar year CPI		

- (c) any reference in this Order to the Primary Prescription Fee Cap shall mean the Primary Prescription Fee Cap applicable at the time (and the CMA shall publish on its website, by 14 February in each year, the applicable Primary Prescription Fee Cap that will apply from the following 1 April).

‘RCVS’ means the Royal College of Veterinary Surgeons.

‘RCVS Code(s)’ and **‘Code(s)’** means the Code of Professional Conduct for Veterinary Surgeons and the Code of Professional Conduct for Veterinary Nurses published by the RCVS.

‘RCVS Written Prescription Literature’ means the standard literature, which may be updated from time to time, about the written prescription process to be developed and produced by the RCVS and distributed by it to each Veterinary Business providing FOP Services, in both a digital version and web-friendly version, in accordance with the Substantive RCVS Undertakings.

‘Referral Centre’ means a Practice or animal hospital that offers services accessed via a referral from one Veterinary Professional to another and where such referral work forms a substantial part of the veterinary practice or animal hospital offering. Veterinary Professionals at such a veterinary practice or animal hospital may have a particular specialism (for example, specialist imaging, dentistry or complex surgery).

‘Referral Services’ means services that can only be accessed via a referral from one qualified Vet to another. This may include, for example, specialist imaging, dentistry or complex surgery.

‘Reference Product’ means the ‘reference veterinary medicinal product’ as defined in Section 2 and paragraph 10(1) of Schedule 1 of the VMRs, which is sometimes referred to as the originator product and describes the clinically equivalent medicine from which an Own Brand Medication is derived.

‘Small Veterinary Business’ means a Veterinary Business with fewer than 15 FOPs and/or OOH Centres.

‘Specialist’ means a specialist vet, as defined by the RCVS, and who is included on the RCVS Specialist List.

‘Suitably Qualified Person’ and **‘SQP’** means a ‘suitably qualified person’ for the purposes of POM-VPS medicine prescription and supply, as set out in schedule 3, paragraph 14 of the VMRs.

‘Standard Flyer for Ongoing Medication’ means the flyer a copy of which is at Schedule 3 to this Order and which may be updated by the CMA from time to time.

‘Standard Written Prescription Notice’ means the notice a copy of which is at Schedule 2 to this Order and which may be updated by the CMA from time to time.

‘Substantive RCVS Undertakings’ means the Veterinary Services Market Investigation Royal College of Veterinary Surgeons Undertakings 2026.

‘Trading Name’ means the name a Veterinary Business chooses to trade under when supplying Veterinary Services to Pet Owners in the UK either directly itself or via a Group or Network in which it is the Main Entity.

‘Treatment Pathway’ means all diagnostic tests and/or treatments which a Veterinary Professional, using their judgement and exercising reasonable care and skill, has recommended and/or recommends for the purpose of diagnosing, treating and/or managing what they judge the Pet’s medical condition is reasonably likely to be. It includes:

- (a) diagnostic tests and/or treatments already provided to, or chosen by, the Pet Owner;
- vi. diagnostic tests and/or treatments reasonably likely to be provided over the next twelve months, including those which involve Referral Services provided at a Referral Centre;
- (b) any ancillary or associated services and products, including medicines, anaesthetics, pre- and post-operative care, follow-up or routine visits, and reasonably known contingent elements dependent on diagnostic tests; and
- (c) where applicable, euthanasia and Cremation Services.

‘VAT’ means value added tax.

‘Veterinary Business’ means a person (any entity whether it is a legal person like a company, a joint venture or partnership, or an individual) carrying on a business that comprises the retail provision of one or more Veterinary Services to Pet Owners for their Household Pets.

‘Veterinary Medicines Directorate’ and **‘VMD’** means an executive agency sponsored by Defra responsible for regulating veterinary medicines in the UK.

‘VMRs’ means the Veterinary Medicines Regulations 2013 (SI 2013/2033).

‘Veterinary Professional’ means a Veterinary Surgeon or a Veterinary Nurse.

‘Veterinary Services’ means the provision of one or more of:

- (a) FOP Services and OOH FOP Services;
- (b) OOH Provider Services;
- (c) Laboratory Services;
- (d) animal hospital services;
- (e) Referral Services;
- (f) Cremation Services;
- (g) Pet Care Plans; and
- (h) prescribed veterinary medicines.

‘Veterinary Surgeon’ and **‘Vet’** means a qualified professional responsible for diagnosing and treating illnesses and injuries in animals. Their role includes performing surgeries, prescribing medications, advising on preventative care. Veterinary Surgeons are registered with the RCVS which ensures they meet the required standards of education and practice.

‘Veterinary Nurse’ means a qualified professional who works alongside Veterinary Surgeons to provide medical care and support for animals.

‘Working Day’ means any day other than: (a) a Saturday; (b) a Sunday; (c) Christmas Day; (d) Good Friday; (e) a day which is a bank holiday under the Banking and Financial Dealings Act 1971 in the relevant part of the United Kingdom; (f) a day appointed for public thanksgiving or mourning; or (g) only in respect of Northern Ireland, 12 July.

‘Written Prescription’ means a formal physical or electronic document, issued by a Vet, which authorises a pharmacist, Vet or SQP to dispense specific medications. It must include certain information including dosage and instructions on how to administer the medication(s).

- (2) A reference to an ‘Article’ or a ‘Part’ is a reference to an article or part of this Order.
- (3) Other terms shall have meanings as set out in the relevant provisions of this Order and, unless expressly stated or the context requires otherwise, other words and phrases have the same meaning as is given to them in the Final Report and they shall be construed accordingly.
- (4) The Interpretation Act 1978 applies to this Order except where the relevant words and expressions are expressly defined by the Order.

3. Compliance

- (1) Veterinary Businesses to which the Parts and Articles of this Order apply as set out in the Order must comply with the requirements imposed on them by those Parts and Articles from the next Working Day after the dates stipulated in the following table (the **Compliance Date**):

Part and Article	Name of Article or Part	Compliance Date for Large Veterinary Businesses	Compliance Date for Small Veterinary Businesses
Part 2, Article 5	Ownership Information	6 months [X March 2027]	6 months [X March 2027]
Part 2, Article 6	Practice Information	3 months [X December 2026]	6 months [X March 2027]
Part 2, Article 7	Price List	3 months [X December 2026]	6 months [X March 2027]
Part 2, Article 8	Parasiticide Price List	3 months [X December 2026]	6 months [X March 2027]
Part 2, Article 9	Pet Care Plans	3 months [X December 2026]	6 months [X March 2027]
Part 2, Article 10	Submission of information to the RCVS for publication on the Find a Vet Platform	3 months from the date on which the RCVS has fully complied with paragraph 4.1 of the Substantive	3 months from the date on which the RCVS has fully complied with paragraph 4.1

		RCVS Undertakings, or 12 months from the date this Order comes into force, whichever is later.	of the Substantive RCVS Undertakings, or 12 months from the date this Order comes into force, whichever is later.
Part 3, Article 11	Written estimates for higher cost treatments	9 months [X June 2027]	12 months [X September 2027]
Part 3, Article 12	Itemised bills	9 months [X June 2027]	12 months [X September 2027]
Part 3, Article 13	Ensuring that Veterinary Professionals can act in accordance with the relevant provisions of the RCVS Codes and Guidance	3 months [X December 2026]	6 months [X March 2027]
Part 4, Article 14	Pet Owner awareness of written prescriptions	9 months [X June 2027]	12 months [X September 2027]
Part 4, Article 15	Provision of Written Prescriptions	9 months [X June 2027]	12 months [X September 2027]
Part 4, Article 16	Standard Flyer for ongoing medication	9 months [X June 2027]	12 months [X September 2027]

Part 4, Article 17	Own Brand Medication	9 months [X June 2027]	12 months [X September 2027]
Part 4, Article 18	Prescription Fees	6 months [X March 2027]	12 months [X September 2027]
Part 5, Articles 19(4) and 19(5)(a)-(b)	Notice period for OOH contracts	The day this Order is made [X September 2026]	The day this Order is made [X September 2026]
Part 5, Article 19(5)(c)	Notice period for OOH contracts	3 months [X December 2026]	3 months [X December 2026]
Part 6, Article 20	Cremation options and prices for Pet Owners	3 months [X December 2026]	6 months [X March 2027]
Part 7, Article 21	In-house complaint processes	6 months [X March 2027]	6 months [X March 2027]
Part 7, Article 22	Complaint logs	6 months [X March 2027]	6 months [X March 2027]
Part 7, Article 23	Mediation	6 months [X March 2027]	6 months [X March 2027]

PART 2

Pet Owner Empowerment

4. Interpretation of this Part

(1) Unless stated otherwise in any Article, in this Part the following terms, phrases and requirements have the meaning ascribed below.

- (2) Where this Part stipulates that a Veterinary Business must publish, display or provide information on a website, the information must be:
- (a) Easily accessible on or via the homepage, with any links to the relevant page labelled in a Clear and Prominent way and, unless stated otherwise in the Article, requiring no more than two clicks from the homepage.
 - (b) Displayed in such a way that its content is Clear and Prominent.
- (3) Unless stated otherwise in any Article, where a Veterinary Business is part of a Group or Network any information required to be published, displayed or provided on a website by any Article in this Part must be displayed on the individual website for the FOP or Other Relevant Service Provider (as defined in Article 5 below) or, if there is no such website, on the dedicated webpage for that FOP or Other Relevant Service on the Group's or Network's website.
- (4) When this Part stipulates that information must be displayed, provided or made available at the premises of a FOP or another location, it includes the use of:
- (a) Posters;
 - (b) Leaflets;
 - (c) Noticeboards; and/or
 - (d) Digital screens.
- (5) Whatever medium is used to convey the information referred to in Article 4(4), the information must be displayed, provided or made available in the reception or waiting area, must be available to existing and prospective customers visiting the FOP or other location without an appointment and must be Clear and Prominent.
- (6) For the purposes of this Part, **Pet Owner Communications** means any communications directed at Pet Owners including, as the case may be, the use (whether digitally or in paper or other form) of:
- (a) Advertising and marketing materials (which shall not include vehicle liveries);
 - (b) Welcome materials provided to Pet Owners on registration with or first use of a Practice;
 - (c) Appointment confirmations;
 - (d) Communications on branded stationery; and

- (e) Newsletters.
- (7) Whatever medium is used to provide the information referred to in Article 4(6), the information must be Clear and Prominent.
- (8) Where it provides the information referred to in Article 4(4) or 4(6) in a digital format, a Veterinary Business must also make a physical paper copy available upon request from a Pet Owner and make reasonable efforts to inform Pet Owners that they can make such a request.

5. Ownership Information

(1) For the purposes of Articles 4, 5 and 10:

- (a) **Ownership Information** means the following information in respect of Veterinary Businesses which form part of a Group or Network:
 - (i) the name of the Main Entity or, if it uses one in respect of the Group or Network, the Main Entity's Trading Name for such Group or Network; and
 - (ii) where used, a logo or any other elements of Group or Network Branding (which must be common across a Group or Network);
- (b) **Other Relevant Services** refers to:
 - (i) OOH FOP Services;
 - (ii) OOH Provider Services;
 - (iii) The supply of medicine products online;
 - (iv) Referral Services including animal hospitals;
 - (v) Laboratory Services; and
 - (vi) Cremation Services; and
- (c) **Other Relevant Service Provider** means the entity, site, premises, centre or location in a Group or Network by which or at which, as the case may be, Other Relevant Services are provided.

(2) Both the Main Entity and any Veterinary Business over which the Main Entity has Ownership, Control or Influence as part of a Group or Network must ensure that the Ownership Information is published and displayed as required by this Article

in respect of each of the FOPs and Other Relevant Service Providers that comprise the Group or Network.

- (3) The Ownership Information must be displayed in a Clear and Prominent manner on the website of or relating to the Group or Network or the Main Entity and of each FOP or Other Relevant Service Provider within the same Group or Network (and the specific requirements in Article 5(4) must also be met).
- (4) In addition to the requirements in Article 5(3), the name of the Main Entity or, if it uses one in respect of the Group or Network, the Trading Name for such Group or Network, must:
 - (a) appear on the homepages of the websites referred to in Article 5(3) in a Clear and Prominent manner, including the top website banner where available;
 - (b) be included within the metadata of all webpages on each website referred to in Article 5(3), including metadata used by general search services and others. For each such webpage, the page title metadata must display the name of the Main Entity or Trading Name before the name of the FOP or Other Relevant Service Provider;
 - (c) appear in search engine results in a Clear and Prominent manner, which includes both paid-for and organic search results and, in the case of organic search results, with the name of the Main Entity or Trading Name appearing before the name of the FOP or Other Relevant Service Provider in any webpage page title or headline; and
 - (d) appear in online map results, in cases where the relevant premises are accessed directly by Pet Owners for the receipt of Veterinary Services, with the name of the Main Entity or Trading Name appearing before the name of the FOP or Other Relevant Service Provider in the result.
- (5) The Main Entity and any Veterinary Business over which the Main Entity has Ownership, Control or Influence shall not be in breach of the requirements of Articles 5(4) (c) and (d) to the extent that either is not able directly to control search engine or online map results, provided that they have made all reasonable representations and requests of the person who does control those matters to meet those requirements.
- (6) The Ownership Information must be displayed in a Clear and Prominent manner at the premises of each FOP and Other Relevant Service Provider where Veterinary Services are supplied by the Veterinary Business to Pet Owners directly. This includes so displaying the information on the storefront signage.

- (7) The Ownership Information must be displayed in a Clear and Prominent manner in Pet Owner Communications. This includes communications used when referring Pet Owners to FOPs or Other Relevant Service Providers in the same Group or Network.
- (8) In any case where this Article requires the publication or display of the name of the Main Entity or the Trading Name used for the Group or Network:
- (a) that name so published or displayed must be at least equal in prominence to any other names published or displayed with it (such as the name of a particular FOP or Other Relevant Service or Other Relevant Service Provider);
 - (b) the need for at least equal prominence of the published or displayed names shall take into account the size and legibility of the respective names, their proximity to one another, the hierarchy of the text used to denote them, their positioning, the colour schemes, the typography and any other stylistic elements; and
 - (c) it must be clear to Pet Owners that the name of the Main Entity or the Trading Name used for the Group or Network so published or displayed is the name of that Main Entity or the relevant Trading Name, and not a mere description of a business or the services it offers.

6. Practice Information

- (1) Each Veterinary Business providing FOP Services, OOH FOP Services, OOH Provider Services or Referral Services must, in respect of those services:
- (a) publish the Practice Information on the website relating to each FOP, OOH Centre or Referral Centre at which the services are provided;
 - (b) display the Practice Information at the premises of each FOP, OOH Centre or Referral Centre, as the case may be; and
 - (c) ensure that the Practice Information provided in accordance with this Article is updated as soon as reasonably practicable and in any event within one week.

7. Price List

- (1) For the purposes of Articles 7 and Article 10, '**Price List**' means a list of the prices that a Veterinary Business charges for each of the services on the list of defined services at **Schedule 1** (the **Price List Schedule**) that the Veterinary

Business offers to Pet Owners at a FOP, OOH Centre, Referral Centre or Crematorium, and which meets the Price List Requirements.

(2) For the purposes of Article 7(1), the '**Price List Requirements**' mean the following requirements with respect to any Price List published by a Veterinary Business:

- (a) save to the extent required by Article 7(2)(b), the treatments and services included on the Price List are described using the names for each that are specified in the Price List Schedule, and the list does not use free text to describe those treatments and services;
- (b) where a FOP, OOH Centre, Referral Centre or Crematorium offers more than one variant of a treatment or service that is included in the Price List Schedule, the Price List for that Practice displays each variant as a separate item on the Price List and clearly indicates which version of the treatment or service is the standard option offered to Pet Owners, including by using the exact name for that item as is listed in the Price List Schedule (in accordance with (a));
- (c) where the price charged by a Veterinary Business at a FOP, OOH Centre, Referral Centre or Crematorium for a treatment or service that is included in the Price List Schedule varies based on Pet species and/or weight, prices are displayed on the Price List based on the following categories:
 - (i) cat;
 - (ii) small dog (<10kg);
 - (iii) medium dog (10<25kg);
 - (iv) large dog (25<40kg);
 - (v) extra-large dog (40<60kg); and
 - (vi) giant dog (>60kg);
- (d) the price provided for each defined item, service or treatment on the Price List is what Pet Owners are typically charged for that treatment or service at the relevant FOP, OOH Centre, Referral Centre or Crematorium and includes any costs that are essential components of the treatment or service;

- (e) where the Price List refers to the price for a dental assessment, castration, spay (traditional/open) or spay (laparoscopic/keyhole):
 - (i) the price includes each of the following components which the Veterinary Business considers are typically necessary for the treatment:
 - (1) general anaesthesia;
 - (2) local anaesthesia;
 - (3) sedation;
 - (4) post-operative pain relief;
 - (5) hospitalisation and monitoring;
 - (6) pre-operative blood tests;
 - (7) post-operative check-ups; and
 - (ii) the line or section of the Price List displaying the price for the treatment includes checkboxes that clearly indicate which of the components listed in Article 7(2)(e)(i) are included in the price for the treatment and which are not.
- (f) prices displayed on the Price List include VAT;
- (g) the prices displayed on the Price List are up to date;
- (h) where a Veterinary Business provides OOH FOP Services in a FOP, and the price it charges for a treatment or service that is included in the Price List Schedule differs when offered OOH, the Price List for that FOP displays the prices for those OOH FOP Services alongside the prices of the FOP Services;
- (i) where a Veterinary Business operating a FOP outsources the provision of OOH Services for Pet Owners, the Price List for that FOP includes the price of a consultation under the contracted OOH Service and a link to the webpage where the Price List for the FOP or OOH Centre providing that OOH Service is displayed;
- (j) where a Veterinary Business operating a FOP or an OOH Centre offers Cremation Services that it provides itself or that are provided by a third party, its Price List:

- (i) displays the price for such services, provided communally and individually; and
 - (ii) in cases where the Veterinary Business provides no element of the Cremation Services itself and instead refers Pet Owners to a third party which provides them, includes a link to the webpage showing the Price List for the third-party FOP or Crematorium providing those services;
 - (k) where a FOP or Referral Centre offers a treatment or service that is included in the Price List Schedule but elements of that treatment or service are subcontracted to a third party, the price for that service or treatment that is displayed on the Price List for that FOP or Referral Centre includes the third-party fees incurred in respect of that service or treatment; and
 - (l) the Price List includes a clear statement informing Pet Owners that the prices displayed for services and treatments relate to the typical case and that prices may increase in more complex or complicated cases.
- (3) A Veterinary Business providing FOP Services, OOH FOP Services, OOH Provider Services, Referral Services or Cremation Services must, in respect of such services:
- (a) publish a Price List on the website relating to each FOP, OOH Centre, Referral Centre and Crematorium that it operates;
 - (b) make the Price List available to Pet Owners at the premises of each FOP, OOH Centre, Referral Centre and Crematorium that it operates; and
 - (c) when sending the first of any digital communications to a Pet Owner to confirm a consultation booking, include in that communication:
 - (i) the price the Veterinary Business will charge for the consultation and any pre-booked standard treatments or services; and
 - (ii) a link to the webpage where the Price List is published on the website relating to the FOP, OOH Centre or Referral Centre.
- (4) Where a Price List is published on a website relating to a FOP, OOH Centre, Referral Centre or Crematorium under Article 7(3)(a), the Price List must be:
- (a) accessible in a maximum of one click away from the homepage of the website; and

- (b) hosted on a webpage which uses the terms 'price', 'pricing' or 'fees' in page navigation information and page metadata.
- (5) Where a Veterinary Business that is required to provide a Price List under Article 7(3) intends to change the price of any service or treatment included on the Price List, it must update the Price List before any revised price is charged to Pet Owners.
- (6) In respect of a FOP or Referral Centre, where a Veterinary Business does not offer a service or treatment that is included in the Price List Schedule but, as a matter of course, directs Pet Owners to a third-party for such service or treatment, the Veterinary Business must make clear on the website relating to the FOP or Referral Centre, and in the FOP or Referral Centre premises, that it does not offer the service or treatment and provide the name and contact details for such third-party provider(s).

8. Parasiticide Price Lists

- (1) Each Veterinary Business providing FOP Services or OOH FOP Services, and which sells Parasiticides directly to Pet Owners in the course of providing such services, must, in respect of each FOP that it operates:
 - (a) publish on the website relating to the FOP:
 - (i) the Parasiticide Price List;
 - (ii) a link to the VMD Register of Online Retailers; and
 - (b) make available to Pet Owners at the FOP premises the information described at Articles 8(1)(a)(i) and (ii).
- (2) Each Veterinary Business required under Article 8(1) to publish or provide the Parasiticide Price List to Pet Owners must:
 - (a) ensure that the list is up to date; and
 - (b) where the Veterinary Business changes the price of any Parasiticide, update the Parasiticide Price List in respect of that product before the revised price is charged to Pet Owners.

9. Pet Care Plans

- (1) Each Veterinary Business providing FOP Services or OOH FOP Services must, in respect of each FOP that it operates which offers one or more Pet Care Plan(s) to Pet Owners:

- (a) publish the Pet Care Plan Standard Information on the website relating to the FOP, by publishing that information on the main page that provides visitors to the website with information about Pet Care Plan(s); and
 - (b) make the Pet Care Plan Standard Information available in writing to Pet Owners at the FOP premises.
- (2) Where a Pet Care Plan to which Article 9(1) applies includes one or more Parasiticide(s), the Veterinary Business must, with the Pet Care Plan Standard Information:
- (a) provide a link to the Parasiticide Price List published in accordance with Article 8 of this Order;
 - (b) identify which Parasiticides are included in the plan; and
 - (c) include a statement advising Pet Owners to speak to their Veterinary Professional to understand which Parasiticides, including their dosages and frequency, are likely to be appropriate for their Pet.
- (3) Each Veterinary Business that states, claims or indicates on any website it operates or in any Pet Owner Communications it uses that a Pet Owner could save money by purchasing a Pet Care Plan, as compared with purchasing the services included in the Pet Care Plan on a standalone basis outside of that plan, whether individually or as a package, must in the same place as it makes that statement, claim or indication:
- (a) state how those savings were calculated, including:
 - (i) making clear where the savings relate to the purchase of one or more services that will be required only once in a Pet's lifetime;
 - (ii) in relation to Parasiticides, confirming whether the prices used for calculating any savings on the Parasiticides were the prices that would be charged at the FOP offering the Pet Care Plan;
 - (b) provide a savings comparison against the services included in the Pet Care Plan on a standalone basis excluding the services that will be required only once, such comparison to be displayed with equal prominence to any other savings figure provided;
 - (c) provide an indicative standalone price for a year of Parasiticides purchased from the relevant FOP which:

- (i) is based on a single Parasiticide example that reflects the typical Pet covered by the Pet Care Plan, but does not name any specific medicinal product;
- (ii) confirms that the indicative standalone price is the price that would be charged by the FOP if the Parasiticides were purchased by the Pet Owner outside of the Pet Care Plan; and
- (iii) includes any dispensing fees that cannot be waived by the FOP.

(4) In calculating any purported savings to which Article 9(3) applies, the Veterinary Business must:

- (a) exclude from its calculation any services within the Pet Care Plan for which Pet Owners would have to make additional payments;
- (b) where services are offered on an unlimited basis in a Pet Care Plan, be based on a reasonable estimate of the mean usage by Pet Owners of those services in the previous financial year or, if such mean usage cannot be evidenced in respect of an unlimited number of consultations or other unlimited services included in the plan, be based on Pet Owners using no more than two of each such unlimited services per year; and
- (c) for the purposes of Article 9(4)(b) only, Pet Owners means only those Pet Owners who were enrolled on the relevant Pet Care Plan for the full duration of the previous financial year.

(5) Article 9(3) does not prevent Veterinary Businesses from providing additional information in respect of a Pet Care Plan offered at one or more of its FOPs, including with respect to potential savings, provided that:

- (a) the requirements of this Article are satisfied in respect of any such additional information; and
- (b) the information provided on a Veterinary Business's website or in Pet Owner Communications under this Article is displayed no less clearly and prominently than any such additional information.

(6) Veterinary Businesses required under Articles 9(1) to (3) to publish or provide Pet Care Plan Standard Information must:

- (a) ensure any such information is up to date;

- (b) where the business changes the price of any Pet Care Plan or the standalone price(s) of any service(s) included in a plan, update such information to reflect these changes. Veterinary Businesses must update the Pet Care Plan Standard Information before any revised prices are charged to Pet Owners;
- (c) where the business includes price comparison or savings information in Pet Owner Communications relating to Pet Care Plans, ensure that those materials are up to date and accurate; and
- (d) where a Pet Owner has an annual Pet Care Plan which automatically renews, send a reminder to the Pet Owner before the renewal takes effect.

10. Submission of information to the RCVS for publication on the Find a Vet Platform

- (1) Each Veterinary Business providing FOP Services or OOH FOP Services must provide to the RCVS the following information in respect of each FOP that it operates:
 - (a) the Basic Information;
 - (b) the Practice Information;
 - (c) the Price List;
 - (d) the Parasiticide Price List;
 - (e) the Pet Care Plan Standard Information and, where Parasiticide(s) are included in the Pet Care Plan, confirmation of which Parasiticide(s) are included; and
 - (f) the public URL for each of the webpages on which the Veterinary Business has published the information referred to in Article 10(1)(b) to (e) in accordance with Articles 6, 7, 8 and 9.
- (2) Each Veterinary Business providing OOH Provider Services must provide to the RCVS the following information in respect of each OOH Centre it operates:
 - (a) the Basic Information;
 - (b) the Practice Information;
 - (c) the Price List; and

- (d) the public URL for each of the webpages on which the Veterinary Business has published the information referred to in Article 10(2)(b) and (c) in accordance with Articles 6 and 7.
- (3) Each Veterinary Business providing Referral Services must provide to the RCVS the following information in respect of each Referral Centre that it operates:
 - (a) the Basic Information;
 - (b) the Practice Information;
 - (c) the Price List; and
 - (d) the public URL for each of the webpages on which the Veterinary Business has published the information referred to in Article 10(3)(b) and (c) in accordance with Articles 6 and 7.
- (4) Where a Veterinary Business is part of a Group or Network, that business and the Main Entity which has Ownership, Control or Influence over that business as part of a Group or Network must ensure that the name of the Main Entity or, if it uses one, the Main Entity's Trading Name in respect of the Group or Network, is also provided to the RCVS together with any other information the Veterinary Business is required by this Article to provide.
- (5) Veterinary Businesses required under this Article to provide information to the RCVS must provide such information using:
 - (a) the web form to be made available to Veterinary Businesses by the RCVS in accordance with Section 4 of the Substantive RCVS Undertakings (the **Find a Vet Web Form**); or
 - (b) an alternative communication method approved by the RCVS and made available to Veterinary Businesses in accordance with Section 4 of the Substantive RCVS Undertakings.
- (6) Veterinary Businesses required under this Article to provide information to the RCVS must:
 - (a) ensure that such information is accurate;
 - (b) ensure that such information remains up to date, including by informing the RCVS as to:
 - (i) any change to the price charged by the Veterinary Business for any good or service covered by Articles 7, 8 or 9 (using the Find a

Vet Web Form or the alternative method referred to in Article 10(5)(b)) before the revised price is charged to Pet Owners; and

- (ii) any change to non-price information that must be shared with the RCVS under this Article, using the Find a Vet Web Form, as soon as reasonably practicable following such changes.

Part 3

Choice of Treatments, Referrals and Diagnostics

11. Written estimates for higher cost treatments

- (1) Each Veterinary Business providing FOP Services, OOH FOP Services or OOH Provider Services must give Pet Owners a written estimate of the reasonably likely costs of a Treatment Pathway where the Veterinary Professional assessing the relevant Pet estimates that:
 - (a) the total cost of the Treatment Pathway is reasonably likely to meet or exceed the Monetary Threshold; and
 - (b) the element of the total cost in (a) that relates to costs that may be incurred in the future exceeds 20% of the Monetary Threshold.
- (2) For the purposes of this Part of this Order, such an estimate is referred to as a 'Written Estimate'.
- (3) Article 11(1) does not apply where a Pet Owner has provided explicit, unambiguous and unconditional confirmation that they do not wish to receive a Written Estimate.
- (4) The Veterinary Business must ensure that the amounts estimated in the Written Estimate are as accurate and specific as reasonably possible taking account of the relevant Veterinary Professional's judgement and their exercise of reasonable care and skill. The Written Estimate must describe any significant factors that the Veterinary Professionals working on behalf of the Veterinary Business are aware of which could materially affect the accuracy of the Written Estimate.
- (5) To the extent that a Treatment Pathway involves diagnostic tests and/or treatments provided at a FOP or OOH Centre, the Written Estimate provided by

the Veterinary Business must include a breakdown of the main, distinct and separately priced components of the Treatment Pathway, with the estimated costs of diagnostic tests and treatments shown separately.

- (6) To the extent that a Treatment Pathway involves Referral Services, the Written Estimate must include an estimate of the reasonably likely cost of those elements and advise the Pet Owner that they should seek confirmation of the price from the party which would be providing the Referral Services.
- (7) The Veterinary Business must ensure that the Written Estimate is provided to a Pet Owner:
 - (a) in sufficient time to enable the Pet Owner to consider whether they wish to proceed with the Treatment Pathway, or parts of it, and to seek an alternative written estimate from another source if they wish to do so; and, in any case,
 - (b) no later than the end of the Working Day following the day on which the relevant Veterinary Professional recommended the Treatment Pathway.
- (8) Article 11(7) does not apply where the relevant Veterinary Professional judges that the Pet concerned requires urgent treatment and any delay would seriously adversely affect the Pet's health and welfare (which shall, for the purposes of this Part of this Order, be an 'Emergency Situation'). In these circumstances, if it is the case that the cost of any further diagnostic tests and/or treatments under the Treatment Pathway are reasonably likely to exceed 20% of the Monetary Threshold, the Veterinary Business must instead provide a Written Estimate as soon as reasonably possible after the Emergency Situation has ended.
- (9) The Veterinary Business must provide a Pet Owner with an updated Written Estimate if the total estimated cost of the Treatment Pathway over the same period covered by the original written estimate is reasonably likely to increase by 20% or by an amount equal to the Monetary Threshold, whichever is lower. The updated Written Estimate must:
 - (a) be provided as soon as reasonably possible after the Veterinary Business becomes aware of the need to increase the estimate;
 - (b) state what diagnostic tests and/or treatments the Pet Owner has already paid for in respect of the Treatment Pathway and those they are reasonably likely to need to pay for in the future; and
 - (c) state that the update supersedes the earlier Written Estimate.

(10) Article 11(9) does not apply to the extent that, having received the original Written Estimate, the Pet Owner chose to receive Referral Services at a Referral Centre.

(11) Each Veterinary Business must retain for a period of at least 12 Months after the tests, treatments and other services covered by the Written Estimate have concluded or, if longer, until a Complaint about them has concluded:

- (a) a copy of each Written Estimate which it has provided to a Pet Owner; and
- (b) a record of any significant factors that the Veterinary Professionals working on behalf of the Veterinary Business are aware of which could materially affect the accuracy of the Written Estimate.

12. Itemised bills

(1) Each Veterinary Business providing FOP Services, OOH FOP Services or OOH Provider Services must give Pet Owners Itemised Bills for all Veterinary Services that the Veterinary Business provides in return for a price which is payable to it by the Pet Owners.

(2) An Itemised Bill must always be given to a Pet Owner before or at the same time as payment is sought for the Veterinary Services provided to that Pet Owner.

(3) The Veterinary Business must ensure that an Itemised Bill contains sufficiently detailed information to enable the Pet Owner to:

- (a) have a reasonable understanding of the price of medicine products the Veterinary Business has sold to them;
- (b) have a reasonable understanding of the prices they have been charged for the Veterinary Services they have received and how those compare to (i) any quote or estimate they were given, and (ii) published price lists; and
- (c) track their purchases of Veterinary Services over time and make more informed choices over future purchases.

(4) Unless and to the extent that Articles 12(5) and/or 12(6) apply, an Itemised Bill must, as a minimum, show the following separately:

- (a) amounts relating to the individual medicine products sold by the Veterinary Business to the Pet Owner;

- (b) amounts relating to other goods and services, including any add-ons provided by the Veterinary Business to the Pet Owner as part of the treatment to which the Itemised Bill applies (for example, Cremation Add-Ons), individually or grouped together into common categories; and
 - (c) costs payable by the Pet Owner to the Veterinary Business for services provided by a diagnostic and/or treatment centre under the same ownership or control as the FOP or one owned and controlled by a third party, and any other charges for additional administration or other costs payable to the Veterinary Business in arranging such services, individually or grouped together into common categories.
- (5) Where a Veterinary Business provides a Fixed-Price Bundle of goods and/or services to a Pet Owner, an Itemised Bill provided to that Pet Owner must, as a minimum:
- (a) show the total price of the bundle;
 - (b) identify the main component elements of the bundle; and
 - (c) where any of those component elements is also sold separately, include the standalone prices for which the Pet Owner could have bought them from the business.
- (6) Provided that any add-ons provided by the Veterinary Business to the Pet Owner are always disclosed in the Itemised Bill (for example Cremation Add-Ons), a Veterinary Business may provide a Pet Owner with less detailed information in an Itemised Bill with respect to euthanasia and/or cremations where it reasonably considers that doing so is necessary to avoid causing the Pet Owner distress, subject to the Pet Owner having the option, at their request, to be given a more detailed breakdown.

13. Ensuring Veterinary Professionals can act in accordance with the relevant provisions of the RCVS Codes and Guidance

- (1) Each Veterinary Business providing FOP Services, OOH FOP Services or OOH Provider Services must, in each location at which it provides those services, put in place and apply written policies and processes, including appropriate training and compliance monitoring mechanisms, which ensure that the Veterinary Professionals who work on behalf of that business are able to act in accordance with, and are supported to comply with, the provisions of the RCVS Codes, and to follow the Guidance, relating to providing Pet Owners with:

- (a) independent and impartial advice; and
 - (b) appropriate and timely information regarding a range of treatment and referral options and their costs.
- (2) The policies and processes adopted and applied pursuant to Article 13(1) must be sufficient to address the potential for conflict between:
- (a) any instructions, incentives, influence or (actual or perceived) pressure from the Veterinary Business to or on the Veterinary Professionals who work for that business or on its behalf to recommend certain diagnostics, treatment options or referrals; and
 - (b) the ability of those Veterinary Professionals to comply with the RCVS Codes and to follow the Guidance.

Part 4

Veterinary Medicines

14. Pet Owner awareness of Written Prescriptions

- (1) Veterinary Businesses providing FOP Services must ensure that information is provided to Pet Owners in accordance with this Article, to make Pet Owners aware of:
- (a) their ability to request a written prescription for medications; and
 - (b) the savings they could make by purchasing medication from an online pharmacy or other third-party retailer.

RCVS Written Prescription Literature

- (2) A Veterinary Business providing FOP Services must, at each of its FOPs, provide a Pet Owner with a link to the digital version, or a physical copy, of the RCVS Written Prescription Literature:
- (a) in the case of Pet Owners who register as a client with the FOP after the date when the Veterinary Business is required to comply with this Article, at the time of that registration; and
 - (b) in the case of Pet Owners who are registered as clients of the FOP on the date when the Veterinary Business is required to comply with this Article, within six months of that date.

- (3) A Veterinary Business which provides FOP Services must display the digital version of the RCVS Written Prescription Literature in a Clear and Prominent manner on the website relating to each of its FOPs (where it operates such websites) and the website of the Veterinary Business.
- (4) For the purposes of Article 14(3), the RCVS Written Prescription Literature must be accessible within a maximum of two (2) clicks from the homepage of the websites referred to in that Article.
- (5) Where the RCVS Written Prescription Literature is updated, Veterinary Businesses shall implement any necessary changes to ensure compliance with this Article within one Month of being notified of such changes. Any update will be notified by email to Veterinary Businesses by the RCVS and on the RCVS website.

Standard Written Prescription Notice

- (6) A Veterinary Business which provides FOP Services must display the Standard Written Prescription Notice, as updated by the CMA from time to time, in a Clear and Prominent manner in the following locations at each of its FOPs:
 - (a) each of the waiting room area(s) or, where a FOP has no waiting area, the reception area(s) of the FOP premises (the Primary Notice(s)); and
 - (b) each consulting room (a Secondary Notice(s)).
- (7) The Primary Notice must be displayed in at least A2 size and Secondary Notices must be displayed in at least A3 size.
- (8) The Standard Written Prescription Notice will be made available in digital format by email to Veterinary Businesses by the RCVS and on the RCVS and CMA websites for use by Veterinary Businesses in complying with this Article.
- (9) Where the Standard Written Prescription Notice is updated, Veterinary Businesses shall implement any necessary changes to ensure compliance with this Article within one Month of being notified of such changes. Any update will be notified by email to Veterinary Businesses by the RCVS and on the RCVS and CMA websites.

Standard Electronic Message

- (10) A Veterinary Business which provides FOP Services must ensure that the Standard Electronic Message is included in any email or text message sent by or

on behalf of the Veterinary Business to a Pet Owner in respect of an upcoming consultation at a FOP.

(11) For the purposes of Article 14(10), the Standard Electronic Message means the following statement:

'Written prescriptions are available. See the RCVS website for further information.'

Invoice and Receipt Notification

(12) Where a medication has been sold to a Pet Owner at a FOP as part of the provision of FOP Services, the Veterinary Business operating that FOP must provide the Pet Owner with a digital or paper copy of an invoice or receipt containing the Invoice and Receipt Notification (unless the Pet Owner refuses to receive the invoice or receipt).

(13) For the purposes of Article 14(12), the Invoice and Receipt Notification means the following statement:

'Written prescriptions are available upon request. At this practice, the cost of a written prescription for the first medicine prescribed within a consultation is £[prescription fee price].

You may be able to buy medicines significantly cheaper online. Compare prices online and at third-party retailers to see the savings you might make.'

(14) The Invoice and Receipt Notification must be displayed on the invoice or receipt in a Clear and Prominent manner, in the same font and no smaller than the main text used for the invoice or receipt.

Oral offer of a Written Prescription

(15) Subject to Article 14(16), a Veterinary Business which provides FOP Services must ensure that, if a medication is prescribed during a consultation, the Veterinary Professional prescribing that medication makes an oral offer to the Pet Owner of a Written Prescription.

(16) The requirement in Article 14(15) to offer Pet Owners a Written Prescription does not apply in the case of any medicine where there is a clinical need for it to be administered by a Veterinary Professional or for the Pet to start taking it urgently.

15. Provision of Written Prescriptions

- (1) Subject to Article 15(2), when a Pet Owner requests a Written Prescription from a Veterinary Business which provides FOP Services or OOH FOP Services, that business must:
- (a) provide a paper copy of the Written Prescription to the Pet Owner by the end of the consultation in which the medication is prescribed; or
 - (b) prepare a digital copy of the Written Prescription by the end of the second Working Day following the consultation in which the medication is prescribed or, in cases where the request is made outside of a consultation, by the end of the second Working Day following the request, and as promptly as reasonably practicable once the prescription is prepared send it:
 - (i) to the Pet Owner; or
 - (ii) if the Pet Owner specifies an Authorised Online Pharmacy, to that pharmacy.
- (2) The requirement in Article 15(1)(b) to provide a digital copy of a Written Prescription does not apply to the extent that the medication prescribed comprises Controlled Drugs.

16. Standard Flyer for ongoing medication

- (1) Subject to Article 16(4), a Veterinary Business which provides FOP Services must give the Standard Flyer for Ongoing Medication to a Pet Owner, where an Ongoing Medication is first dispensed as such, or, where that is not reasonably practicable, the second time it is so dispensed.
- (2) The Standard Flyer for Ongoing Medication may be provided to the Pet Owner either:
- (a) along with the medication, in the form of a physical A5 flyer; or
 - (b) if the Pet Owner requests, by email sent to the Pet Owner at the same time or immediately after the medication is dispensed.
- (3) The Standard Flyer for Ongoing Medication will be made available to FOPs in a digital format by the RCVS in accordance with the Substantive RCVS Undertakings and published in downloadable form on the RCVS and CMA websites.

- (4) Where an Ongoing Medication is provided without charge at the point of dispensing, such as where the Pet Owner is receiving the medication as part of a Pet Care Plan, the requirements in this Article do not apply.
- (5) Where the Standard Flyer for Ongoing Medication is updated, Veterinary Businesses shall implement any necessary changes to ensure compliance with this Article within one Month of being notified of such changes. Any update will be notified by email to Veterinary Businesses by the RCVS and on the RCVS and CMA websites.

17. Own Brand Medication

- (1) A Veterinary Business providing FOP Services must ensure that when Veterinary Professionals working for it or on its behalf at each of its FOPs prescribe an Own Brand Medication, they inform the Pet Owner verbally during the consultation at which the prescribing occurs that:
 - (a) an Own Brand Medication is being prescribed; and
 - (b) the Reference Product alternative is available to purchase from third parties.
- (2) The Veterinary Business must ensure that, when Own Brand Medication is dispensed, the Pet Owner is provided, in writing, with the name of the Reference Product.
- (3) The Veterinary Business must ensure that, when Own Brand Medication is dispensed, the labelling applied to the Own Brand Medication and the accompanying invoice state that the Reference Product is available to purchase from third parties.
- (4) The Veterinary Business must ensure that where a Veterinary Professional prescribing an Own Brand Medication considers that the Reference Product is for clinical reasons not appropriate, that Veterinary Professional follows the steps in Articles 17(2) to 17(3) but for a clinically appropriate alternative medication.

18. Prescription Fees

- (1) At each FOP or OOH Centre it operates, a Veterinary Business is prohibited from charging more than:
 - (a) the Primary Prescription Fee Cap for providing a Written Prescription for the first medication prescribed within a consultation; and

- (b) the Additional Prescription Fee Cap for providing a Written Prescription for each additional medication prescribed within the same consultation.
- (2) Subject to Article 18(3), at each FOP or OOH Centre it operates, a Veterinary Business must put in place policies and procedures to ensure there is no difference between the duration for which a medication would be prescribed when it is supplied in a FOP or OOH Centre and where it is subject to a Written Prescription for dispensing elsewhere. The policies and procedures must reflect that the clinical decision about the duration for which a medication is prescribed should be made independently of the means by which the Pet Owner will purchase the medication.
- (3) The requirement under Article 18(2) does not apply to the extent that the medication prescribed comprises Controlled Drugs.

Part 5

Out-of-Hours Contracts

19. Notice period for OOH contracts

- (1) For the purposes of this Part, and subject to Article 19(3), 'New Contracts' means contracts for the provision of OOH Services for Household Pets to Veterinary Businesses operating FOPs entered into after this Order comes into force.
- (2) For the purposes of this Part, and subject to Article 19(3), 'Existing Contracts' means contracts for the provision of OOH Services for Household Pets to Veterinary Businesses operating FOPs entered into before this Order comes into force.
- (3) In either case, a contract is only a New Contract or an Existing Contract, and subject to the requirements of this Article, to the extent that its provisions relate directly to the provision of OOH Services for Household Pets to Veterinary Businesses operating FOPs.
- (4) Veterinary Businesses which provide OOH Services are prohibited from including terms in New Contracts which have the object or effect of:
 - (a) requiring a Veterinary Business operating a FOP to give more than 12 months' notice to terminate the contract (a Prohibited Notice Provision); and

- (b) requiring a Veterinary Business operating a FOP which has given and served due notice (of not more than 12 months) to make any payment which is specific to the termination of the contract or, where that Veterinary Business operating a FOP has not served due notice, require that business to make a payment in lieu of notice for a period which exceeds the duration of the unserved part of the notice period (which shall not be more than 12 months) or which exceeds the amount of the price the business would be contractually bound to pay for the OOH Services for Household Pets in the unserved part of that notice period (a Prohibited Payment Provision).

(5) With respect to Existing Contracts, Veterinary Businesses which provide OOH Services are:

- (a) prohibited from taking enforcement action against Veterinary Businesses operating FOPs which are party to Existing Contracts for any breach of a Prohibited Notice Provision or a Prohibited Payment Provision;
- (b) required to allow Veterinary Businesses operating FOPs which are party to Existing Contracts containing a Prohibited Notice Provision to terminate the Existing Contract by giving no more than 12 months' notice; and
- (c) required to write, whether by physical letter or by email to the Veterinary Businesses operating FOPs which are party to Existing Contracts containing a Prohibited Notice Provision or a Prohibited Payment Provision informing them:
 - (i) of the period of notice that may be given to terminate the contract. In accordance with Article 19(5)(b), from the next Working Day after the date this Order is made, this notice period must be no more than 12 months; and
 - (ii) that no termination payment would be due where such notice is given and the FOP duly serves the notice period.

(6) Where a contract for OOH Services covers Household Pets and other animals, the Article applies to the contract, and to the Veterinary Business providing the OOH Services, to the extent that the contract makes provision for services for Household Pets.

Part 6

Cremation Services

20. Cremation options and prices for Pet Owners

- (1) For the purposes of Article 20, 'End-of-Life Care Options' means the options for the Pet Owner to:
 - (a) purchase a communal cremation or, if offered, an individual cremation, from the relevant Veterinary Business;
 - (b) make separate arrangements with a Crematorium; or
 - (c) take their deceased Pet away for burial at home.
- (2) A Veterinary Business providing FOP Services, OOH FOP Services, or OOH Provider Services must, at each FOP or OOH Centre where those services are provided, offer a Basic Communal Cremation Service.
- (3) In respect of each FOP or OOH Centre it operates, a Veterinary Business must:
 - (a) publish the End-of-Life Care Options, which must include a Basic Communal Cremation Service offered by the Veterinary Business, on the Veterinary Business's website for that FOP or OOH Centre; and
 - (b) where a Pet Owner is considering purchasing Cremation Services, discuss the End-of-Life Care Options with the Pet Owner before the Pet Owner decides which option to pursue for their deceased Pet, unless the Pet Owner refuses to do so.
- (4) For the purposes of Article 20(3)(a), each of the End-of-Life Care Options available to the Pet Owner must be set out with equal prominence on the Veterinary Business's website(s).
- (5) Where a Pet Owner is considering purchasing Cremation Services, a Veterinary Business providing FOP Services, OOH FOP Services, or OOH Provider Services must, at each FOP or OOH Centre where those services are provided:
 - (a) make the Pet Owner aware in writing (including via a hard copy document or via email) of the price of each of the Cremation Service options that it offers for purchase and details of what is included in those services, before the Pet Owner decides which End-of-Life Care Option to pursue for their deceased Pet; and

- (b) provide, in writing (including via a hard copy document or via email), where offered, the price for each discretionary Cremations Add-On that is charged as an extra to the Cremation Service. Prices for such discretionary Cremations Add-Ons must be shown separately from the price of the Cremation Service.

Part 7

Complaints and Redress

21. In-house complaint processes

- (1) For the purposes of this Article, the Decision Tree means the document, as updated from time to time, setting out the routes to redress available to a Pet Owner who has a Complaint about a Veterinary Business and which is published by the RCVS in accordance with paragraph 7.7 of the Substantive RCVS Undertakings. Where the Decision Tree is updated, Veterinary Businesses shall implement any necessary changes to ensure compliance with this Article within one Month of being notified of such changes. Any update will be notified by email to Veterinary Businesses by the RCVS and on the RCVS website.
- (2) For each FOP or OOH Centre it operates, a Veterinary Business must have a written in-house complaint process (the Complaint Process) which includes and explains the following information:
 - (a) That Pet Owners have a right to complain and how they can complain (either by email or online form, letter, telephone or in person).
 - (b) That the Veterinary Business must attempt in good faith to resolve the complaint informally but if no resolution can be reached within five Working Days of the Complaint being made, that Complaint becomes an Actionable Complaint and the following steps apply.
 - (c) That an Actionable Complaint must be acknowledged in writing by the Veterinary Business within five Working Days of it becoming an Actionable Complaint.
 - (d) What the Pet Owner can expect will happen next and when.
 - (e) That the Veterinary Business must send a full letter of response to the Pet Owner within a reasonable timeframe and in any event no longer than eight weeks after their Complaint becomes an Actionable

Complaint (and that if the Veterinary Business requires longer than eight weeks, it must write to the Pet Owner within that eight week period to explain why it needs longer and the date by which the Pet Owner will receive a full response, which must be no later than 12 weeks after the Complaint becomes an Actionable Complaint in any event).

- (f) That the full letter of response must include the following information:
 - (i) the detail required to ensure that the response clearly demonstrates that the Veterinary Business has fully understood the Complaint and to show how the Veterinary Business has considered the Complaint and reached its conclusions;
 - (ii) any remedial action the Veterinary Business is offering to take; and
 - (iii) the Decision Tree.
 - (g) That if, after the Actionable Complaint has been made, the Veterinary Business has made reasonable attempts to communicate with the Pet Owner to obtain additional information which the business needs to investigate the Complaint and the Pet Owner does not respond, the business may inform the Pet Owner that, if they do not provide the information, the Complaint cannot be investigated.
 - (h) That the Veterinary Business is required to engage in mediation in good faith in the event that the Complaint Process is exhausted without the Complaint being resolved, and the Pet Owner wishes to do so.
 - (i) The approved ADR provider, to which the Pet Owner can refer their Complaint for mediation with the Veterinary Business.
 - (j) The Decision Tree.
- (3) For each FOP or OOH Centre it operates, a Veterinary Business must:
- (a) Follow its published Complaint Process where an Actionable Complaint arises.
 - (b) Make the Complaint Process available on the website for that FOP or OOH Centre.

- (c) Have signage in the FOP's or the OOH Centre's reception stating that the Complaint Process is available on the relevant website and in hard copy on request.
- (d) Inform Pet Owners, when they register at, or first use, a FOP or services at an OOH Centre (as the case may be), of where the Complaint Process can be found, either by providing a link to where the Complaint Process can be found online or providing a hard copy of the Complaint Process.
- (e) Include on invoices to the Pet Owner information on where the Complaint Process can be found.
- (f) Provide the Pet Owner, when an Actionable Complaint arises, with the Complaint Process (either by providing a link to where the Complaint Process can be found online or by providing a hard copy of the Complaint Process) and a named contact whom the Pet Owner may contact about their Complaint.
- (g) Seek to understand the Actionable Complaint and the resolution that the Pet Owner is seeking.
- (h) Offer what it reasonably considers to be a commensurate remedy where the Veterinary Business establishes that there is merit to some or all of an Actionable Complaint.
- (i) Display the Decision Tree in prominently placed signage in the FOP's or OOH Centre's reception and on the website relating to that FOP or OOH Centre.
- (j) Review the Complaint Process on a regular basis to ensure that it remains appropriate and supports the effective resolution of Complaints.
- (k) Train all staff in customer-facing roles on the Complaint Process.

22. Complaint logs

(1) For each FOP or OOH Centre it operates, a Veterinary Business must:

- (a) Maintain a log of Actionable Complaints (the Complaint Log) which must record, at a minimum:
 - (i) the date the Complaint became an Actionable Complaint;

- (ii) the details of the Pet Owner;
 - (iii) the details of the complaint handler;
 - (iv) the date the Actionable Complaint was acknowledged in writing;
 - (v) a summary of the Actionable Complaint;
 - (vi) the final outcome or response to the Actionable Complaint and the date that outcome is reached or the response is issued; and
 - (vii) any actions the Veterinary Business has taken.
- (b) Retain the Complaint Log for each Actionable Complaint for a minimum of one year from when the Actionable Complaint was resolved.
 - (c) Periodically review the Complaint Log and have in place a process for this review. As part of the review, Veterinary Businesses must take reasonable steps to assess the Complaints and determine whether there are related improvements that can be made to its services or processes and make these changes where it is reasonable to do so.
- (2) For each FOP or OOH Centre it operates, a Veterinary Business must submit to the RCVS its Complaint Process and Complaint Log covering all Actionable Complaints raised with the Veterinary Business within the year preceding the date of the RCVS request, if requested to do so by the RCVS.
- (3) The Complaint Log submitted to the RCVS must:
- (a) be submitted in the format prescribed in Schedule 4 to this Order (as updated by the CMA from time to time);
 - (b) contain the information specified in Article 22(1)(a); and
 - (c) be anonymised as to the Veterinary Professionals, any other complaint handlers and Pet Owners involved.

23. Mediation

- (1) For each FOP or OOH Centre it operates, a Veterinary Business must select a specific ADR provider which offers mediation to which Pet Owners can refer unresolved Complaints about the Veterinary Business for mediation. The chosen ADR provider must be approved in line with the ADR Regulations or the DMCCA, as applicable, and free at the point of use for Pet Owners.

(2) In respect of each FOP or OOH Centre it operates, a Veterinary Business must participate in mediation in good faith to resolve a Pet Owner Complaint where all of the following criteria are met:

- (a) a Pet Owner has made an Actionable Complaint to the Veterinary Business about the services provided by that business;
- (b) it has not been possible for the Veterinary Business and Pet Owner to resolve the Actionable Complaint through the Veterinary Business's Complaint Process;
- (c) a request to mediate is made by the Pet Owner within 12 months of the date the Veterinary Business provided a final response to the Pet Owner's Actionable Complaint, or where the Veterinary Business does not provide a response to the Pet Owner's Actionable Complaint, a request to mediate is made by the Pet Owner within 12 months and eight weeks after the date on which the Complaint became an Actionable Complaint; and
- (d) the Pet Owner has requested to engage in mediation using the ADR provider selected by the Veterinary Business.

(3) The criterion in Article 23(2)(b) is satisfied where the Pet Owner made an Actionable Complaint in accordance with the Veterinary Business's Complaint Process, and either:

- (a) the Pet Owner has received a final response letter from the Veterinary Business but the Pet Owner is dissatisfied with the outcome; or
- (b) the Complaint became an Actionable Complaint more than eight weeks earlier but the Veterinary Business has not provided the Pet Owner with a final response letter.

(4) The obligation on Veterinary Businesses to engage in mediation in this Article does not apply in the following circumstances:

- (a) the ADR provider reasonably considers that the Complaint is frivolous or vexatious;
- (b) the Complaint is the subject of ongoing court proceedings; or
- (c) the Complaint has previously been subject to another form of ADR, provided that the Pet Owner entered into that process voluntarily and the Veterinary Business engaged in it in good faith (the consent of the Pet Owner to that other form of ADR must be evidenced in writing).

(5) The obligation to engage in mediation in this Article is delayed in the following circumstances:

- (a) the Veterinary Business has written to the Pet Owner within eight weeks of the Complaint becoming an Actionable Complaint to explain that more time is needed to investigate the Complaint, and the ADR provider has decided that mediation should be delayed for this reason up to a maximum of 12 weeks from the Complaint becoming an Actionable Complaint; or
- (b) other forms of investigation are ongoing in relation to the same Complaint and the ADR provider has decided that mediation should be delayed until a reasonable time has been allowed for any other investigation to conclude.

PART 8

Enforcement, Monitoring and Compliance

24. Monitoring

- (1) Veterinary Businesses with more than one FOP or OOH Centre (Attesting Businesses) must submit Attestations, with respect to Parts 2, 3, 4, 6 and 7 of this Order, to the RCVS for the purposes of the RCVS monitoring compliance with this Order.
- (2) Attesting Businesses which provide OOH Services to other Veterinary Businesses operating FOPs must submit Attestations, with respect to Part 5 of this Order, to the CMA for the purposes of the CMA monitoring compliance with this Order.
- (3) **‘Attestations’** means
 - (a) **‘Initial Attestations’** which are made within 30 days of the applicable Compliance Date for an Article or Part of this Order, as the case may be, and which confirm whether an Attesting Business is compliant with that Article or Part; and
 - (b) **‘Annual Attestations’** which are made no later than 30 September 2027 to cover the period from the date of an Initial Attestation to 31 August 2027, and those which are made each year thereafter by the last Working Day of September to cover the period from the preceding

1 September to 31 August, and which in each case confirm whether an Attesting Business remains compliant with this Order in full.

- (4) The Attestations with respect to Parts 2, 3, 4, 6 and 7 of this Order must be completed in full and in any format stipulated by the RCVS in line with its requirements and responsibilities under the Substantive RCVS Undertakings.
- (5) The Attestations with respect to Part 5 of this Order must be completed in full and in any format stipulated by the CMA.
- (6) The Attesting Business must sign each Attestation it makes and confirm in it:
 - (a) That the relevant Attestation has been prepared in accordance with the requirements of this Order.
 - (b) For the period to which the Attestation relates, the extent to which the Attesting Business has complied in all material respects with the requirements of this Order and is reasonably expected to continue to do so.
 - (c) Any requirements of this Order with which an Attesting Business has failed to comply (and include an explanation of the reasons why, and identify the FOPs or OOH Centres at which there has been non-compliance).
 - (d) That all information provided in the Attestation on behalf of the Attesting Business to the RCVS and/or CMA is accurate and up to date.
- (7) In the case of an Attesting Business which is a body corporate, the Attestation must be signed by one of the following individuals based in the UK who has authority to make the declarations contained in the Attestation on behalf of the Attesting Business:
 - (a) Chief Executive Officer;
 - (b) Managing Director; or
 - (c) Any Senior Director.
- (8) In the case of an Attesting Business which is a partnership or sole trader the Attestation must be signed by either the:
 - (a) Owner(s) of the Attesting Business; or
 - (b) Any other individual with the authority to make the declarations contained in the Attestation on behalf of the Attesting Business.

25. Supply of information to the RCVS and CMA

- (1) Any person to whom this Order applies is required to provide any information and documents required by the RCVS or the CMA for the purposes of enabling the RCVS or the CMA to monitor the carrying out of this Order (including when the RCVS is conducting spot checks in accordance with the Substantive RCVS Undertakings) or any provisions of this Order, other than information or documents covered by legal professional privilege.
- (2) In addition to the requirements under Article 25(1), any person to whom this Order applies must provide any information and documents required by the CMA for the CMA to review the effectiveness of the operation of this Order or any provision of this Order, other than information or documents covered by legal professional privilege.
- (3) Any person to whom this Order applies may be required by the RCVS or the CMA to keep for the period specified and produce on request any records that relate to the operation of the provisions of this Order which the RCVS or the CMA may specify, other than information or documents covered by legal professional privilege.
- (4) If a Veterinary Business becomes aware that it is not compliant with any requirement in any part of this Order, except Part 5, it must report this non-compliance to the RCVS within 14 days of becoming aware that it is not compliant.
- (5) If a Veterinary Business becomes aware that it is not compliant with any requirement in Part 5 of this Order, it must report this non-compliance to the CMA within 14 days of becoming aware that it is not compliant.
- (6) The report a Veterinary Business makes in accordance with Articles 25(4) and (5) must include a statement of:
 - (a) the circumstances of the breach, or likely breach, of the Order that are within the business's knowledge; and
 - (b) what the business is doing to rectify the breach and ensure it is not repeated.
- (7) Subject always to Part 9 of the Act, the CMA may publish any information or documents that it has received in connection with the monitoring or the review of this Order, or any provision of this Order, for the purpose discharging its functions under or in connection with this Order.

26. Investigation and Enforcement Powers

- (1) Section 174 of the Act has effect as regards the enforcement functions of the CMA under this Order.
- (2) Where the RCVS has reasonable grounds to suspect that a Veterinary Business is in breach of an obligation under this Order, that business shall allow the RCVS to inspect any of its sites, locations or premises at which the RCVS reasonably suspects the breach may have occurred.

27. Directions

- (1) The CMA may give directions falling within Article 27(2) to:
 - (a) a person specified in the directions; or
 - (b) a holder for the time being of an office so specified in any body of persons corporate or unincorporated.
- (2) The directions referred to in Article 27(1) are directions in writing:
 - (a) to take such action as may be specified or described in the directions for the purpose of carrying out, or ensuring compliance with, this Order; or
 - (b) to do, or refrain from doing, anything so specified or described which the person is required by this Order to do or refrain from doing.
- (3) In Article 27(2)(a), 'action' includes steps to introduce and maintain arrangements to ensure that any director, employee or agent of a Veterinary Business carries out, or secures compliance with, this Order.
- (4) The CMA may vary or revoke any directions so given.

[signed by the Group and dated]

Schedules

Schedule 1: Price list

Schedule 2: Standard Written Prescription Notice

Schedule 3: Standard Flyer for Ongoing Medication

Schedule 4: Complaint Log