

All number/letter references below refer to: https://connect.cma.gov.uk/consultations/draft-substantive-order-and-undertakings/supporting_documents/draft-substantive-orderpdf

Point 5 (6)(8) Signage/ownership information

As a local veterinary establishment running a main site and 2 satellite site, independent small animal practices, we are happy with the proposals to improve clarity with regard to practice ownership. We already use the [REDACTED] banner and logo on all paperwork, website etc. However, we understand the reasoning and are also happy to make more overt reference to our main site (where all operations and diagnostics are undertaken) on our satellite (consulting-only) site storefront signage. However, where geographical terms are integral to the trading name, as with ourselves, making the company name of equal prominence would cause significant confusion and actually reduce clarity for customers, which is against the aims of the remedies.

Eg. Our Registered Company name is [REDACTED], trading as [REDACTED] at our main site on [REDACTED]. We have a consulting-only site trading as [REDACTED] on [REDACTED]. We also have a consulting-only site trading as [REDACTED] at [REDACTED]

To install new storefront signage which has "[REDACTED]" stated in equal prominence to each of "[REDACTED]" and "[REDACTED]" would be very confusing to customers. Therefore, where geographical terms (specifically) are used in the trading name AND in the overarching company name, we would ask that there can be an exception drafted into the substantive order to allow a size/prominence differential so that the site's location can be given more prominence than the Company name, please – perhaps the registered company name could be allowed to be at least half the size of the geographical reference? This would then help achieve the remedies set out in the final report, rather than being at odds with it.

7(3)(c) when sending the first of any digital comms 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 – totally infeasible as automated from PMS (over 100 appts per day at main site) each appointment being for different services at different prices for different species, so would have to manually send these if tailored costings are required; several hours per day of admin team time to do so. However we could include a sentence such as "please contact the practice should you require an estimate ahead of attending your appointment, or see our standard price list at this link..."

Point 7(3)(c) Price List and digital communications

The requirement when sending the first of any digital communications to a pet owner, to include in any communication confirming a consultation booking "(i) the price the veterinary business will charge for the consultation and any pre-booked standard treatments or services" is totally infeasible. Appointment booking reminders are almost entirely automatically scheduled and sent from PMSs. They do not differentiate first appointments for new owners from those for existing

owners. With over 100 appts per day at our main site, and with each appointment being for different services at different prices for different species, it would be impossible to manually send all these with tailored costings on, unless we employed an extra person to do this job. If we continued to use our automated appointment reminder system, and simply add our “standard” consultation fee to each of these, this would not be in line with the stated aim of the remedies, as it would not be accurate for a large proportion of the owners it is being sent to. In addition, for some types of appointment (eg euthanasias) it would be entirely inappropriate and rather than providing a positive for these owners, it could cause them considerable upset. Even if we just employed someone to send messages to new owners, it would be extremely time-consuming just trying to siphon the new ones out from the rest, on most PMSs. As an alternative, more realistic option, we would suggest the simple inclusion of a sentence such as “please see our standard price list at this link ... or contact the practice should you require a cost estimate ahead of attending your appointment” on any digital appointment reminders sent. This is possible for most PMSs, and ensures pet owners are proactively given the opportunity to explore costs ahead of any appointment they may be attending, in line with the objective aims and indeed the spirit of, the CMA’s remedies.

Point 14 Pet owner awareness of written prescriptions

As an independent FOP which already promotes the availability of written prescriptions, via our vets discussing it verbally with customers, as well as via our long-term medication handouts, and also via a statement on the bottom of every estimate we create, we are in favour of raising awareness about this.

However, the statement in the Draft Order at (1)(b); namely, making pet owners aware of “the savings they could make by purchasing medication from an online pharmacy or other third-party retailer.” is materially untrue. I would suggest you change this to “the potential for savings by purchasing medication from an online pharmacy or other third-party retailer”.

Draft schedule 2 - standard written prescription notice. The “UK Government” logo lends the poster greater credence than it should arguably have – this is not a Public Health matter, it’s a consumer matter. The logo is misleadingly (and presumably intentionally) officious, and sets an inappropriate tone for an informational poster.

We try really hard to compete with the online pharmacies (despite our lack of bulk-buying power) and can still be cheaper for some items. The wording on the poster you are requiring us to display is therefore both false and misleading. Also, use of the adjective “significant” to further emphasise the point, is subjective and biased. The poster is also potentially inflammatory in its wording, to the point that we have concerns it directly impacts upon our front-line staff, endangering them by putting them at risk of abuse from customers. We have a duty of care to our team to prevent this, this having been enshrined in employment law just last year.

We therefore propose altered wording for the poster, to make it factual and unbiased eg “You can choose where to buy your pet’s medication, and may find savings by comparing prices at online pharmacies and other retailers.” Or even the wording you suggest for your electronic message: “Written prescriptions are available. See the RCVS website for further information”

14(7) A poster of A2 size in a small waiting area such as one of our satellite clinics would be disproportionately prominent – but would appear relatively small in a large Corporate's premises. Also, many FOP waiting rooms are divided into cat/dog/other areas these days, and it isn't clear if you require one per room or one per area. More guidance and greater consideration of relative size is required here – perhaps an A3 per so many square footage section of waiting room, rising to A2 over a certain size? Likewise, our consulting rooms are 5' x 6' so an A3 would be really prominent, and much larger than any other posters we have on our consulting room walls; whereas poster size requirements guided by room size in sq feet, would be far more proportionate and fair.

14(11) Electronic messaging "Written prescriptions are available. See the RCVS website for further information" is inappropriate for many of the appointments we see; and most practices are not manually texting owners due to the large numbers involved (over 100 appointments per day at our main site). Automatic texts of the PMS do not siphon-out the euthanasia and quality-of-life appointments from those for other reasons. Requiring practices to include this wording with every appointment reminder, could lead to significant upset and complaint from owners. I have no issue with adding it to all our invoices – a far more appropriate time, after medication has actually been prescribed for the pet, so targeting the relevant customers – but it is inappropriate to add it to all appointment reminder texts, a significant proportion of these pets not even ultimately being prescribed medication at their appointment.

14(13) However the second part of the proposed invoice and receipt wording "...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" contains bias and subjectivity, like the poster wording.

I would alternatively suggest: "You can choose where to buy your pet's medication, and may find savings by comparing prices at online pharmacies and other retailers."

Point 15 provision of written prescriptions

15(1)(b)(ii) raises concerns as it is not in line with current VMD guidance and the RCVS Code of Conduct, both of which allow for practices to choose to only send written prescriptions online, should they wish. This is primarily to avoid fraud, which in our experience is more rife than many realise; we were made aware of several instances of our customers tampering with our written prescriptions when we used to provide these to them in person. This led to us instigating a strict policy for providing written prescriptions, whereby they can only be sent by us direct to the 3rd party retailer (be that email to the online pharmacy, or on occasion using a secure postal service). Only in exceptional circumstances will we provide a written prescription to a customer. Therefore we suggest your wording is altered from:

"...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"

to:

"...as promptly as reasonably practicable once the prescription is prepared, send it: (i) to the Pet Owner; or (ii) if practice policy – and in line with current VMD guidance in order to avoid fraud - send it directly to the Authorised Online Pharmacy providing the medication".

Point 26 Investigation and enforcement powers

26(2) is unclear – my understanding is that the RCVS does not currently have the power to do an unannounced “spot-check”. Do you intend that notice would be given for an investigation/enforcement visit to a FOP? It should be borne in mind that given the extensive opening hours of most FOPs, and given multiple sites may be overseen by one manager, there may be low likelihood of an appropriate person (practice owner/Clinical Director) happening to be at the relevant site to answer questions, were an unscheduled visit to be made. Whether a visit would be unscheduled or scheduled should be clarified.

Draft schedule 1 - Price list schedule and Annex 1

Out of Hours can mean different things, depending on an individual FOP's opening hours, and whether they outsource some or all of it. For example, we opt to open late on weeknights and all day Saturday and for limited hours on Sunday and Bank holidays, but many practices close at 6pm (or even 5pm in some areas) on weeknights, and don't open on weekends/Bank Holidays at all. In order to achieve the clarity the remedies are intended to provide to pet owners, we suggest an approach whereby the practice is required to state its opening times, and the cost of a standard first consultation during these times (which may vary – eg on Sundays we charge a higher fee, and on Bank Holidays slightly higher again). Then during closing times where practices outsource their veterinary provision to a third party provider, they would be required to state which provider they use and give a link to a page on that provider's site (which outlines their fees at the various times of night/weekend/Bank Holiday).

It also seems rather unclear for owners, that the parasiticide price list should be divided into weight brackets for every medication (each being classed as a separate item) rather than just listing the products by common ingredient.

Draft schedule 3 - standard flyer for ongoing medication

The same comments apply as for Draft schedule 3 – the wording and graphics are subjective and potentially both untrue and inflammatory. This does not appropriately achieve the CMA's objectives of providing information to pet owners to ensure they are making an informed choice about where to buy their pet's medication; rather, it will undermine the pet owner/vet relationship, eroding trust in the profession, and has the potential to put animal welfare at risk, if owners of pets that are poorly choose to stay away due to their concerns about vets mis-advising and mis-selling medication.

Draft Annex 2 – Pet care plan information

The FOP is left to their own devices to determine what an “average” customer's frequency of attendance might be. This can therefore be easily manipulated to give figures that appear to show great savings, being open to significant exploitation by the over-stating by a FOP of the number of average consultations attended in unlimited consultation plans. This constitutes a failure to meet the aims of the Remedies, in terms of not providing an appropriate framework within which true potential savings can be demonstrated, in order to give pet owners clearer choice. Surely a standardised number of visits should be imposed by the draft order, by which all pet care plans could then be objectively compared? A quick survey of practices or PMSs for the average no. of

vet/nurse appts an owner attends per year would be easy to undertake, in order to provide an evidence-based figure that could be used.

Thank you for the opportunity to comment on the Draft Substantive Order and Undertakings. I am more than happy to be contacted in order to further discuss any of the points made above.

[REDACTED]

[REDACTED]

14.08.2026