Dear CMA Vet investigation, I have tried to keep it brief but here are my observations on the draft substantive order. Many thanks, [redacted] and practice owner.

P26 (e) (i) 6 There are very few circumstances where pre-operative bloods are “typically necessary”. They may be offered or discussed on a case by case basis but I would not consider them to be in the price of a “dental assessment, castration, spay (traditional/open) or spay (laparoscopic/keyhole)”. So mentioning them here will confuse practices and clients as a price list of “typically necessary” costs wont include them despite this section suggesting they would be included.

P27 3 (c) It will be impractical to include this information in “first of any digital communications to a Pet Owner to confirm a consultation booking” as not every client books a consultation at the time of registering their pet. Pet Owners can also book consultations on our website or app so it would be impossible or overly cumbersome to monitor when a client makes their first booking. Every appointment would need to be manually checked to see if we have seen this person before with another current pet, or one that previously died. Surely it would effective and simpler if this same clause simply said “first of any digital communications to a Pet Owner UPON REGISTERING WITH THE PRACTICE FOR THE FIRST TIME” (or words to that effect. This could then be covered by a simple email that is automated each time a new client is registered for the first time.

P28 8 This clause seems to presume that a practice only sells a few parasiticide products. My practice will discuss different products with clients and provide a product that suits that clients needs. A full list of ANY product that we might sell could easily be over 100 products by the time all size variants are included. This would be onerous to constantly update and risks being bewildering rather than informative for clients. Surely it would be proportionate for this clause to specify that FOPs must list their top 5 or top 10 products by sales volumes?

P30 6 (a) Keeping comparisons up to date would be a full time job! Prices from wholesalers change all the time. In addition, my practice commits to health plan members that their costs wont increase for at least a year after starting the plan. So the savings on every parasiticide would need to be be check daily and the difference between the plan and stand alone purchasing would have to amended regularly despite the fact that we would not actually be charging many of our clients the new price! Surely it would be reasonable to say that the price difference was “a minimum of £x” and update this annually or every 6 months.

P33 11 Currently, if I am recommending that a case is referred to a specialist, the specialist provider will contact the owner to discuss their estimate of costs. This should be recognised in this section, to avoid wasted time and duplication. For the FOP to do a full treatment estimate (with any accuracy) would require multiple phone calls to and from the client and referral centre with the FOP wasting time as an unnecessary go-between fielding questions from both parties and relaying the answers to decide what would actually be done. The alternative is that the FOP treatment plan is never formulated beyond “go for a consultation, it costs £x” and then refusing to inform the client of any costs beyond that. This would be detrimental the client and the opposite of what this section is trying to achieve, and as currently stated would necessitate a large “referral charge” to pay for all the time spent trying to understand the chargings of an entirely separate business..... There should be a section that explicitly say that if a case is being referred to a specialist then it is acceptable for the client to be informed that they will receive pricing information from the specialists prior to an appointment being made.

P36 (5) (c) Often a fixed price bundle is offered to AVOID having to work out what the price might be given many variables. For example if fixing a broken leg I cant know at the beginning how many x-rays are going to be required to ensure correct pin placement. So I say to an Owner “we will complete the procedure for £X, regardless of how many x-rays are required”. This gives them clarity and reassurance on the outcome. 5 c would mean me having to give a written estimate

for £X for the bundle but also having to say (in writing) " if we didn't do the set price it might cost you £X, or £X-Y, or £X-2y, or £X+Y... etc" which is going to confuse people and render the bundle pointless.

P38 Written prescription notice. I have no concerns about displaying the notice, but the information it contains should be amended. Many practices send digital copies of written prescription direct to the pharmacy of the Owners choice. This is the main measure used to avoid fraudulent use of paper or digits versions. I have personal experience of clients either sending copies of prescriptions to multiple pharmacies to obtain large volumes of medication, and of clients amending prescriptions illegally prior to submitting them. The written prescription notice should be amended to say that a digital copy will be provided TO THE PHARMACY OF YOUR CHOICE within 2 days.

P38 10 The standard message being included on EVERY text message sent about a consultation is onerous and will lead to practices not sending text reminders as We already struggle to fit the relevant information within the constraints of a standard text. This will result in a diminished customer experience for client (especially if more missed appointments leads to charges being instituted for missed appointments!) and will not achieve the CMAs stated aim to inform clients of their options.

P40 15 (b) (i) As above, there should be no obligation to provide a digital copy of this legal document to a client, they can and do misuse them and there is no valid argument for why this must be sent to the owner in this form. This clause should state that it should be provided to option (i) OR (ii)The only alternative safety measure that could employed is that the FOP would be to have to state on the written prescription which pharmacy it is valid at. This would directly contradict the CMAs stated aim to encourage competition within medicine supply!

P44 (5) (a) will not be possible in many situations. Many clients have decided (based on prior experience) what cremation option they want for their pet. I cannot imagine that if a pet owner

requests eg individual cremation that I should have to say “sorry, you’re not legally allowed to decide yet, I’ve got to go and print out a list of all the other options”! This should be changed from “before the Pet Owner decides” to “before or at the time of the pet owner deciding”. The various costs could then be included on a consent form with the Owner ticking the one they have already decided on.