Dear Vets Market Investigation team,

Please find below Hexagon Studio Ltd's response to the consultation on the draft Veterinary Services Market Investigation Order 2026 and the draft RCVS Substantive Undertakings, published on 21 July 2026.

This response is not confidential. It may be published in full and attributed to Hexagon Studio Ltd.

WHO WE ARE AND WHY WE ARE RESPONDING

I run a small UK software company building compliance tooling for independent veterinary practices. Our work is focused on two things the draft Order requires: publishing a price list in the prescribed format, and keeping a log of Actionable Complaints to the standard set out in Schedule 4. We have no commercial relationship with any veterinary business, group or trade association, and no client on whose behalf we are writing.

We are responding because we have read these documents the way a practice manager at a two-site independent will eventually have to read them - not as law, but as instructions to be followed. Most of what follows concerns small things. Small things matter disproportionately here, because the reader is usually a practice with no compliance function, working from the annexes and the schedules rather than the Order, and because the software those practices buy will be built from the same documents.

Our comments go to drafting and internal consistency only. We make no representations about the remedies themselves or the decisions in the Final Report.

1. SCHEDULE 1 AND ARTICLE 7(2)(a): PRESCRIBED "NAMES" THAT ARE NOT NAMES

Article 7(2)(a) requires that treatments and services on a Price List are described using the names for each that are specified in the Price List Schedule, and that the list does not use free text to describe them.

Seven of the 36 entries in Schedule 1 are not names. They are a name followed by an instruction about what else the entry must contain. For example:

- "First consultation, including standard appointment duration in minutes."
- "Out-of-hours consultation, including name of third-party provider if used, and hyperlink to provider's website."
- "Animal health certificate, including any relevant charges for additional animals included on the certificate."
- "Pet care plan(s) (monthly cost), and a link to further information on the practice website about plan inclusions"

The same pattern appears for nurse consultations, physiotherapy sessions and laser therapy sessions.

A practice reading Article 7(2)(a) literally would print the entire string as the line item, which is plainly not what is intended. Annex 1 resolves this by splitting each entry into a short name and a separate "Inclusions" column - but Annex 1 is illustrative, and the operative requirement in Article 7(2)(a) is to use the Schedule 1 name.

This matters more than a presentational quibble because Article 7(2)(a) makes the naming mandatory and prohibits free text, and because Article 7(2)(b) requires the exact Schedule 1 name to be used to identify the standard variant. Any system that generates a compliant price list has to choose a string, and the Order and the Annex currently point to different ones.

Suggested fix: separate the two functions in Schedule 1 - a "Name" column carrying only the prescribed line-item name, and an adjacent column carrying the additional information the entry must display. This would also make Schedule 1 and Annex 1 consistent with each other.

2. ARTICLE 7(2)(c): A DOG WEIGHING EXACTLY 60KG FALLS INTO NO WEIGHT CATEGORY

The standardised categories are: cat; small dog (<10kg); medium dog (10<25kg); large dog (25<40kg); extra-large dog (40<60kg); and giant dog (>60kg).

Read consistently with the other bands, extra-large runs up to but excludes 60kg, and giant begins above 60kg. A dog weighing exactly 60.0kg belongs to neither. This is a narrow case, but it is one an automated pricing tool must resolve, and different practices will resolve it differently - which defeats the comparability the categories exist to create.

Suggested fix: render the giant dog band as "60kg and over", or adopt a single consistent notation across all six bands.

3. ANNEX 1: THREE INCONSISTENCIES WITH THE ORDER AND WITH SCHEDULE 1

3.1 The category sub-total does not reconcile.

Schedule 1 correctly heads category 2 "Prescription, dispensing and administration (6)" and lists six items. Annex 1 heads the same category "(5)" and places "Insurance administration fees" beneath it as an unlabelled row with no category assignment. Annex 1's own stated total of 36 only reconciles if that row is counted, which it is in the checkbox template on the following page.

Practices will count line items against Annex 1 when auditing their own price lists. A stated sub-total that does not match the itemisation allows a practice to conclude it has listed everything when it has not.

3.2 The dental assessment row omits a prescribed checkbox.

Article 7(2)(e)(ii) requires that the line or section displaying the price for a dental assessment, castration, spay (traditional/open) or spay (laparoscopic/keyhole) includes checkboxes for each of the seven components at Article 7(2)(e)(i). In the Annex 1 template, castration and both spay entries show all seven. The dental assessment entry shows six - "Post-operative check-ups" is absent.

A practice copying the template faithfully would publish a price list that does not comply with Article 7(2)(e)(ii). That is an unfortunate outcome for the one document in the package designed to make compliance easier.

3.3 A prescribed component is labelled differently in the two documents.

Article 7(2)(e)(i)(4) reads "post-operative pain relief". The Annex 1 checkbox template reads "Post-treatment pain relief". Given that Article 7(2)(a) imposes prescribed naming precisely so that pet owners can compare like with like, and that these inclusion labels are what owners will actually compare between two practices' dental prices, the same discipline should apply to them.

Suggested fix: correct the category 2 sub-total to (6) and give the insurance administration fees row its category label; add the seventh checkbox to the dental assessment row; and adopt a single form of the pain relief label in both documents.

4. SCHEDULE 4 AND ARTICLE 22: THE COMPLAINT LOG

4.1 Schedule 4 and Article 22(3)(b) contradict each other on the complaint summary.

Article 22(1)(a)(v) requires the Complaint Log to record, as a minimum, a summary of the Actionable Complaint. Article 22(3)(b) requires that a log submitted to the RCVS contains the information specified in Article 22(1)(a).

The note against the "Summary of the Actionable Complaint" field in Schedule 4 states that the field is for the veterinary business's use as needed and "does not need to be included if the Complaint Log is submitted to the RCVS". These cannot both be right.

4.2 The "Animal species" field refers to a list that does not exist.

The Animal species field is specified as "Select one from pre-defined list (see Lookups tab)". The Lookups tab contains four columns - nature of complaint, sub-nature, outcome, and actions taken. There is no species list anywhere in the workbook.

4.3 The nature to sub-nature mapping exists only as bold formatting.

The sub-nature field requires the selection of "one or two options only per nature of actionable complaint category". That mapping is therefore operative, not decorative. But in the Lookups tab it is expressed solely by emboldening five rows within a single column. There is no key column linking each sub-nature to its parent category.

The mapping is consequently lost the moment the workbook is saved as CSV, imported into a practice management system, or read programmatically - which is how most practices of any size will handle it. The bold group labels also do not match the category names they correspond to: the category "Customer service related complaint" appears as "Customer service"; "Complaint relates to fees, charges or payment terms" appears as "Clinical fees"; and "Complaint relates to a product supplied by the practice" appears as "Products".

We would also note that several list values carry trailing spaces, and that two distinct strings for "Other" appear in the sub-nature column - one with a trailing space and one without. Where a schedule prescribes a controlled vocabulary, exact string matching is how systems will validate against it.

4.4 Schedule 4 hard-codes one named ADR provider.

The Outcome list includes "Resolved at practice level with support from VCMS". Article 23(1) requires each veterinary business to select its own ADR provider, approved in line with the ADR Regulations or the DMCCA. A practice that selects a different approved provider has no corresponding option available to it, and VCMS is not a defined term in the Order.

4.5 The Animal age field has no unit.

The field is specified only as numerical. Years and months will both be entered, and a six-month-old puppy will be recorded variously as 0, 0.5 and 6. This will undermine the value of the aggregated data the RCVS is undertaking to analyse and publish.

Suggested fix: align the Summary field note with Article 22(3)(b); add the species list to the Lookups tab; add an explicit parent-category column to the sub-nature list and align the group labels to the category names; replace the VCMS-specific outcome with a provider-neutral formulation; and specify the unit for animal age.

5. ARTICLE 22(1)(c): THE REVIEW FREQUENCY HAS BEEN DROPPED

Explanatory Note paragraph 174(c) describes the obligation as to "periodically (at least annually)" review the Complaint Log. Article 22(1)(c) requires only that a business "periodically review the Complaint Log and have in place a process for this review", with no minimum frequency.

As drafted, a business reviewing its log once every three years would be difficult to challenge. Since the Explanatory Note states the intended standard plainly, we assume the omission is inadvertent.

Suggested fix: insert "at least annually" into Article 22(1)(c).

6. SCHEDULE 2 AND ARTICLE 14(7): THE NOTICE SIZE IS ALREADY SETTLED

Schedule 2 carries the note: "in addition to wording and design we are consulting on the size of this notice, which will be either A3 or A2."

Article 14(7) already answers the question, and answers it as both: the Primary Notice in the waiting or reception area must be at least A2, and the Secondary Notice in each consulting room must be at least A3. A practice reading Schedule 2 alone would reasonably conclude that a single size, yet to be determined, will apply throughout.

Suggested fix: replace the Schedule 2 note with a cross-reference to Article 14(7), or make clear that the consultation concerns whether those two specified minimum sizes are appropriate.

7. ARTICLE 10(6)(b): APPROVED ALTERNATIVE SUBMISSION METHODS ARE PERMITTED FOR PRICE CHANGES BUT NOT FOR OTHER CHANGES

Article 10(5) allows information to be provided to the RCVS either through the Find a Vet Web Form or through an alternative communication method approved by the RCVS.

Article 10(6)(b)(i), which governs price changes, refers to "using the Find a Vet Web Form or the alternative method referred to in Article 10(5)(b)". Article 10(6)(b)(ii), which governs changes to non-price information, refers only to "using the Find a Vet Web Form".

Taken literally, a business with an RCVS-approved bulk or API method could use it to notify a price change but would have to revert to the web form to notify a change of opening hours. We assume this is inadvertent.

Suggested fix: apply the Article 10(5) formulation consistently in both limbs of Article 10(6)(b).

8. RCVS SUBSTANTIVE UNDERTAKINGS, PARAGRAPH 4.1: THE ARTICLE 10 COMPLIANCE CLOCK STARTS ON A DATE THAT CANNOT BE LOOKED UP

Under Article 3, the Compliance Date for Article 10 is the later of twelve months from the Order coming into force, or three months from the date on which the RCVS has fully complied with paragraph 4.1 of the Substantive RCVS Undertakings.

Paragraph 4.1 requires only that the RCVS "take reasonable steps to notify" veterinary businesses within 10 days of implementation. Nothing requires the RCVS to publish the date of its compliance.

A practice that changes email address, or whose notification is filtered, therefore has no means of establishing when its three-month period began, and no means of evidencing timely filing if later asked. This is easily remedied and would remove a foreseeable source of disputed non-compliance. We would also note that "10 days" is unqualified in paragraph 4.1, where the same document uses "Working Days" at paragraphs 6.10, 7.8 and 8.4.

Suggested fix: require the RCVS to publish the date of its compliance with paragraph 4.1 in a fixed and dated location on its website, and qualify the 10-day period as Working Days.

9. RCVS SUBSTANTIVE UNDERTAKINGS, SECTION 4: NO PROCESS OR TIMETABLE FOR APPROVING ALTERNATIVE MEANS OF PROVISION

Paragraph 4.1 permits alternatives to the web form "subject to their approval and implementation by the RCVS", and Explanatory Note paragraph 83 identifies web scraping, API integration and CSV or Excel uploads as candidates. Neither document sets out who decides, against what criteria, on what timescale, or with what route of appeal.

We should be straightforward about our interest here: we wrote to the RCVS on 6 August 2026 asking about bulk or API submission and have not yet received a reply, which is entirely reasonable given that nothing in these documents obliges the RCVS to have an answer. But the practices affected are considerably larger than our own likely customer base. A group operating eight sites, obliged under Article 10(6)(b)(i) to notify the RCVS of a price change before charging it, needs to know now whether that means eight web form submissions on every price change.

The Undertakings already contain a suitable model for this in the Sharing Criteria at paragraphs 4.7 to 4.9: published criteria, consultation, CMA approval, and an appeal route.

Suggested fix: require the RCVS to publish criteria and a decision process for approving alternative means of provision under paragraph 4.1, on the model of paragraphs 4.7 to 4.9, within a defined period of the Commencement Day.

10. RCVS MONITORING PROPOSAL AND ANNEX A

We recognise that the monitoring proposal is not itself an instrument being made. We comment on it because it is the document from which RCVS monitoring staff will work, and because inconsistencies between it and the Order will surface as inconsistent assessments of compliance.

10.1 Item 7 states a different standard from Article 15.

The monitoring proposal describes the requirement as to give pet owners written prescriptions "by end of consultation (hard copy) or within 48 hours (digital)". Article 15(1)(b) requires a digital copy to be prepared by the end of the second Working Day. Schedule 2 likewise states two working days. Across a bank holiday weekend the two formulations diverge by more than two days.

10.2 Item 10 states the prescription fee caps as settled figures.

The monitoring proposal gives 21 pounds and 12.50 pounds as fixed amounts. In the draft Order, both the Initial Primary Prescription Fee Cap and the Initial Additional Prescription Fee Cap remain in square brackets, and are stated to be subject to adjustment for inflation before the Order is made. Figures circulating in a monitoring document have a tendency to become the figures the sector treats as final, and we have already seen both reported as settled.

10.3 Annex A retains an unresolved placeholder.

The flowchart step reading "Upload evidence/send attestation in X days" leaves undefined the period within which a practice under investigation must respond. This is the point at which the practice has to act, and the period should be specified.

Suggested fix: quote Article 15(1)(b) verbatim in item 7; present the fee caps in item 10 as provisional for so long as they remain so in the Order; and specify the evidence window in Annex A.

SUMMARY

None of the above goes to the substance of the remedies, and none of it should require reconsideration of the Final Report. The great majority are cross-reference errors, dropped qualifiers and structural problems in the schedules that will be considerably cheaper to correct now than to correct through guidance after practices and their suppliers have built to the current text.

We would be glad to expand on any of these points, and would be happy to assist with testing the machine-readability of Schedule 4 or the Find a Vet data template should that be useful.

Documents referred to: draft Substantive Order; Schedules 1, 2 and 4; draft Explanatory Note and its Annex 1; draft RCVS Substantive Undertakings; RCVS monitoring proposal and Annex A. All as published for consultation on 21 July 2026 at https://connect.cma.gov.uk/consultations/draft-substantive-order-and-undertakings/

Kind regards,

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PART 2

Dear Vets Market Investigation team,

Three further drafting points, supplementing the response Hexagon Studio Ltd submitted on 16 August 2026. They concern Articles 6, 7 and 14, and they came out of applying the drafting to a real independent practice's website rather than reading it in the abstract.

As before, this response is not confidential and may be published and attributed to Hexagon Studio Ltd.

1. "CLICK" IS NOT DEFINED

Article 7(4)(a) requires the Price List to be accessible in a maximum of one click from the homepage. Article 14(4) applies the same kind of test to the RCVS Written Prescription Literature, at a maximum of two clicks. Neither Article defines what counts as a click.

One click is plainly achievable. A practice that places a visible "Prices" or "Fees" item in its header, sidebar or footer navigation, alongside items such as Home and Contact, satisfies the requirement on desktop and on a handset alike. The difficulty is not feasibility.

The difficulty is that most independent practice websites use a collapsed menu, and the Order does not say how that is counted. A common arrangement is a menu button which opens to reveal a parent item such as "Services & Prices", which in turn expands to reveal a "Price Guide" link. Depending on whether opening the menu and expanding the parent item are treated as clicks, the same page is either one click from the homepage or three.

Two practices whose price lists are equally easy to find could therefore reach opposite conclusions about their own compliance, and so could the RCVS when conducting a spot check. If the intention is that menu interactions are not counted, the Order should say so. If the intention is that they are counted, then Article 7(4)(a) obliges practices to promote the Price List to a permanently visible navigation element - a substantive requirement about website design which is not stated anywhere in the Order, and which practices would have no way of anticipating from the current wording.

Suggested fix: define a click as a page load, so that opening or expanding a navigation menu is not counted. Alternatively, replace the click test with the substantive standard the Explanatory Note already uses at paragraph 53 - that a pet owner can navigate to the Price List with relative ease - which appears to be what the provision is aiming at.

2. "PAGE NAVIGATION INFORMATION" IS NOT DEFINED

Article 7(4)(b) requires the Price List to be hosted on a webpage which uses "price", "pricing" or "fees" in page navigation information and page metadata. "Page metadata" is reasonably clear. "Page navigation information" is not: it could mean the link text in the site menu, the page title, a breadcrumb trail, the URL slug, or the HTML navigation element.

A practice cannot self-assess against a term with no definition, and nor can anyone building tools intended to satisfy it.

Suggested fix: specify which elements are meant. If the intention is the menu link text and the page URL, saying so would remove the ambiguity at no cost.

3. THE WEBSITE OBLIGATION IS QUALIFIED IN ARTICLE 14 BUT NOT IN ARTICLES 6 AND 7

Article 14(3) requires display on the website relating to each FOP "(where it operates such websites)". Article 6(1)(a) and Article 7(3)(a) impose website publication obligations with no equivalent qualification.

The Order therefore acknowledges that some practices may not operate a website, but only in Part 4. Read literally, a practice without a website has no obligation under Article 7(3)(a) at all, and so escapes the central price transparency remedy, while a practice that has one carries the full burden. If the intention is instead that every practice must have a website, that is a significant obligation which is not stated anywhere in the Order.

Suggested fix: use a consistent formulation across Articles 6, 7 and 14. If practices without websites are expected to publish by some other means, the Order should say what that means is.

We would be glad to expand on any of these points.

Kind regards,

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