Comments on Draft Substantive Order and related documents

OWNERSHIP INFO

Article 5 (8) (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."*

Explanatory note 44 *"The requirement for Ownership Information to be included on storefront signage or appear in online map results does not apply to the locations of Other Relevant Service Providers where Veterinary Services are not supplied 11 directly to Pet Owners (for example, laboratories providing business to business testing services) as Pet Owners will not be visiting these sites. "*
Arguably LVGs should regardless make clear their ownership even in B2B scenarios as non-LVG veterinary practices may wish to actively divest from their competitors crematoriums, pharmacies and buying groups. This does not seem to have been addressed and, although arguably outside the CMA remit as it does not have a direct effect on consumers, in the long term there will be more consolidation of the LVGs if smaller businesses are unaware that they are supporting the LVGs in this way.

PRACTICE INFO

Article 6 (1) *"(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. "*
I believe this timeframe will pose a significant problem on the ground, for example updating the staff pages of websites, and that 1 month would be more appropriate.

PRICE LIST

Article 7 (2) *"(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;"
Can we use multiple lines in the price list - for example we offer emergency appointments within our normal opening hours and also outside our normal opening hours for a limited

time after closing and then emergencies are diverted to a third party ooh provider. Which appointment charge should be put on the compulsory line? This needs clarifying.

Article 7 (2) "*(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"*
Our communal cremation price is included in our euthanasia price, though if a deceased pet is brought in we would charge a standalone fee. Can we deal with this simply by adding further lines? In terms of individual cremation we have dozens of options dependent on the receptacle chosen by the pet owner, do you suggest we list one representative charge and then have a link to a more exhaustive list or should we list a charge that does not include any receptacle and then have a link to the pet crematorium we use showing receptacle options? Concern here that the line "Cremation: Individual" will cause some confusion and upset to owners who assume that means they will be reunited with their pet's ashes in some form of container within the stated price.

Article 7 (3) "*(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"*
How individualised must this be - we, and I imagine many other practices, do not have the IT capability required to do more than send a standard (same for everyone) text message at point of booking. Substantial staff time would be incurred and errors made if a "mini-estimate" needed producing for a variety of scenarios. Would one standard message suffice stating the cost of a consult and booster vaccination for example. Giving any kind of "estimate" at this stage will lead to pet owner confusion and dissatisfaction when inevitably the efforts of the reception team together with the pet owner to "narrow down" turn out not to be an accurate reflection of the pet's needs and therefore costs. Would not a link to the Pricelist be a better means to give pet owners an idea of costs thereby managing expectation more effectively as well as reducing the administrative burden on all team members within a clinical setting.

Article 7 (4) (b) please include the word "PRICES"

PARASITICIDE PRICE LIST

Article 8 (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.*"
Unlike services (which may be updated eg annually or quarterly), most practices operate dynamic pricing for medicines including parasiticides. For example we will update our drug

prices monthly to reflect the wholesaler price, other clinics may be doing it in realtime so as often as daily. It is therefore completely unrealistic to update website price lists, printed literature, pet health plan savings etc immediately. A more sensible approach would be to give a reasonable timeframe for updates and a disclaimer on all literature and lists to say that lists for drug prices may be out of date by X amount (or "prices correct as of X date) and to direct pet owners to enquire as to current prices.

PET CARE PLANS

Article 9 (4) "(*a) exclude from its calculation any services within the Pet Care Plan for which Pet Owners would have to make additional payments"*
Explanatory note 72 (a) is insufficient "for example, discounts from savings on optional products" as everything on a plan is optional - for example not everyone may choose to have a vaccination or a pet may not require a nail clip. I assume this is intended to exclude discounts on food, dental treatments etc but "optional" and "discounted" (as opposed to free at point of purchase) are two different concepts so this needs clarification. Could perhaps 72 (b) offer an answer to this - how often a pet owner is likely to choose an option (eg what is the average number of nail clips, dental treatments etc a pet needs per year) for limited as well as unlimited services/products?

Article 9 (6) - please refer to the comments on Article 8 (2) above. Any change in parasiticide prices in this instance is only likely to be in the pet owner's favour in that savings they are making on a pet health plan will increase when standalone parasiticide prices go up.

SUBMISSION OF INFO TO RCVS

Article 10 (6) (b) (i) - please refer to the comments on Article 8 (2) above.

WRITTEN ESTIMATES

Explanatory notes point 90/91:
"90. Given the Veterinary Professional is required to apply their judgement and exercise reasonable care and skill to identify what is reasonably likely to happen, it is expected that a Treatment Pathway would typically cover no more than three possibilities and potentially only one for each of (i) the diagnosis of the Pet's medical condition and (ii) the treatment options if the Pet has one of those conditions.
91. The period to which the estimate relates is both backward- and forward looking. It includes diagnostic tests and/or treatments which: (a) have already been provided or chosen by the Pet Owner. For example, it could include a blood test provided in the previous month if the purpose of the test was to diagnose clinical signs related to the Pet's medical condition; and (b) are being recommended by the Veterinary Professional and, if chosen by the Pet Owner, would be provided in the following 12 calendar months"

I cannot see how this is realistic in the real world clinical setting. I shall give an example from just this week:
Two cats present for a 6mth health check, a routine 20min appointment (they had 20mins each so unusually for most practices this gave 40mins, often consults are much shorter, even for ill pets). The pet owner was unaware of any issues other than both cats eating a little less in the hot weather. One cat is found to be jaundiced - this indicates a serious issue which may include diseases of the blood, the liver and the biliary system - and it was recommended that a blood sample was taken to include biochemistry, haematology and virology either straight away (preferable) or the following day (to give the owner time to process the unexpected news and costs, this was only possible because the cat was not critically unwell). Fortunately it was determined the cat was insured with an insurance company we are happy to instigate direct claims with and so, faced only with an excess to pay, the owner opted to go ahead with blood testing there and then. (Note, a non-clinical team member was able to verify the insurance status of the cat as the consultation progressed, this is very often not possible, adding considerable time and ambiguity to the whole situation). The cat was not easy to handle and blood sampling, initially attempted by two of the nursing team, required the vet to assist. The vet also needed to cover an explanation of what they had found on clinical exam, what the possible causes and outcomes could be, why the blood test was needed and what it might show (including that this was only the first step of potentially several in diagnosing the condition) and what supportive treatment might be needed in the event of deterioration (and where that treatment would be provided as 24hr care would necessitate some elements being undertaken at an ooh provider). Possible treatments and outcomes were not covered in detail as they would be very different depending on the diagnosis. Referral was also mentioned but again not discussed in detail at this stage. The costs of the recommended blood tests were discussed, including staging them if the cost of doing them simultaneously was prohibitive to the owner (so taking enough blood so that the lab could hold some back to process only once initial results obtained, not ideal as would slow diagnosis putting the patient at increased risk). The examination of the patient, obtaining a blood sample and managing comms with the pet owner was all successfully done within the consultation time period but a) this was an experienced vet, and b) the vet did not attempt to lay out a possible diagnostic, supportive care and definitive treatment pathway for the top 3 differentials as laid out in **Explanatory note point 90** and the related Substantive Order requirements. Thus, were the order currently in effect, that veterinary professional would have been in breach. They would also be in breach at least ten times per week as cases like this (they usually present as unwell rather than in a healthy pet check but will still only have a standard consultation length) present several times a day. PLEASE PROVIDE AN EXAMPLE of how best the vet should've handled this scenario and achieved compliance with the relevant sections of the order. PLEASE PROVIDE FURTHER EXAMPLES citing common presenting signs, and list possible differential diagnoses and the time it would take to go through tests, treatment and potential applicable costs over the next 12 months for a minimum of three of the most likely of those differentials. Please then provide evidence of the time taken to achieve this (and keep in mind that excludes examining a pet, carrying out any immediate tests and treatment and explaining everything to a pet owner - all essential parts of a veterinary consultation). PLEASE SUGGEST APPROPRIATE WORDING for the pet owners waiting in the reception area (perhaps in poster format) who's appointments have been delayed as the only alternative is to increase our appointment length (i would suggest to 60mins which would give a reasonable amount of time for the clinical exam, immediate tests/treatment, explaining

everything to the owner, providing detailed estimates for the 3 main possible diagnoses and helping them with planning their budget/making insurance inquiries) resulting in a huge price hike in consultation fees and a resultant welfare issue for the pets of owners unable to access care due to financial constraints.
I do understand what the Order is aiming at in providing estimates for clients, an example where it would work well is that of a lame dog with only one likely diagnosis - a suspected cruciate rupture - arguably a pet owner may opt not to have x-rays if they cannot subsequently afford surgery so they may opt conservative management in the first instance - the vet needs to discuss costs of potential surgery at the same time as discussing x-rays rather than post-xrays. Or an elderly cat with breathing issues, again the pet owner should be counselled to consider that the top three things that may be causing symptoms may all carry a very poor prognosis and the pet owner may therefore choose euthanasia rather than proceeding with imaging on this basis. However most cases are much more complex and nuanced than these two examples and this is where the practicalities of the Order are unworkable in my opinion.

Article 11 (1) - "*(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. "*
And (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."
And **Explanatory notes point 110**: "*For example, if a Pet Owner is given a Written Estimate on 1 February, a further Written Estimate must be provided if, in the following 12 months, the Veterinary Professional estimates that the total cost (or upper bound if a range was given) of the Treatment Pathway, which may include changes over time to the diagnosis and/or treatment of the particular medical condition, is reasonably likely to increase by 20% of the Monetary Threshold (initially set at £500 including VAT). In circumstances where a pet has a chronic condition, provided that the Treatment Pathway remains the same, a further written estimate is not required after the 12 month period from the date of the original estimate ends."*
PLEASE GIVE EXAMPLES, in both monetary and temporal terms, as this is hard to visualise. Give consideration to clearer wording.

Article 11 (4) - *"(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. "*
Please see comments regarding the time needed for this as discussed above in comments re Explanatory notes 90/91 - the significant factors that could materially affect the accuracy are often multiple and complex. For example in the case discussed above - the diagnosis and therefore the treatment pathway, subsequent response to treatment in the forthcoming

days/weeks/months, the wishes of the owner in terms of eg referral, the change in financial circumstances of the owner in terms of reaching their insurance limit, any deterioration of the cat's condition warranting hospitalisation for intravenous fluids/feeding tube etc,etc etc etc. I can see it likely that pet owners will end up being given some kind of generic leaflet stating "costs may significantly change due to foreseen and unforeseen circumstances" and that statement being being noted in the clinical record which does not seem in the spirit of the proposed Order but is probably the only realistic way to manage the requirements in a real life clinical setting (aka a 20 minute veterinary consultation). And yes some of this could probably be conveyed after the consultation but would mean large amounts of admin time being set aside for vets and this would need to generate an income either by an increase in consultation costs or by billing for admin time and emailing/phoning pet owners in a model similar to lawyers and accountants which I don't imagine will sit comfortably with the public.

Article 11 (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 34 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. "*
Please give examples. Does this include giving details on all the medicines, consumables, professional time etc included within a package price procedure such as "castrate" or "sedation"?

Article 11 (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."*
In an instance where this person is not available the following working day and cannot stay late on the day they undertook the consultation, how is it proposed to implement this element of the order without discriminating against part-time workers such as those with childcare responsibilities, predominantly women? And is it really necessary to stipulate this timeframe to fulfil (a) which, for a non-urgent procedure that will be booked in for example the following month then the requirement for a same/next day estimate is unnecessarily onerous. I would suggest Article 11 (7) needs to be looked at from the pet owners point perspective - how long do people need to make a decision and compare options? Presumably you, the CMA, have some data or at least anecdotal evidence on this but I would suggest perhaps 5 working days, i.e. an estimate is provided one calendar week prior to any procedure. In the case of more urgent procedures, i.e. those procedures being booked in the same week, then 24-48hrs should be adequate as an owner should be well motivated to focus their attention to making a decision/seeking other prices if the procedure is urgent. There also needs to be a waiver such that an owner can choose not to have the "cooling off" period in the case of non-urgent procedures should they wish to have it done within the same working week for convenience or other factors. A suitable timescale for estimates could look like: At the time for same day procedures (either urgent or because the owner wants it to be done asap), at the end of the working day for next day procedures (again urgent or owner wishes), 48hrs before anything booked within next 2wks, 5 working days before anything booked in for

2wks+. Or similar. This brings the focus back to the pet owner, empowering them while not delaying care.

Article 11 (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"*
If the tests, treatment and other services covered by the estimate are NOT carried out then how long should estimates be kept - is 12mths from the time of producing the estimate perhaps appropriate? Most will be kept significantly longer anyway as often they form part of the clinical record but this needs clarifying.

ITEMISED BILLS

Article 12 (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.* "
Please clarify - does this include giving details on all the medicines, consumables, professional time etc included within a package price procedure such as "castrate" or "sedation"? So essentially do two invoices need to be raised, one with every element billed separately and then credited to the client and then the "real" invoice with the package price so they are able to compare the cost of each of the multiple drugs used during anaesthesia etc? It is difficult to see how this would be of benefit to pet owners - ultimately they need to know how much it will cost to castrate their cat at practice A and practice B, to breakdown into the individual pricing of each element of a bundle would be an administrative burden for veterinary practices and add nothing to enable pet owners to make an informed choice.

WRITTEN PRESCRIPTIONS

Please also see comments on Schedules 2 & 3 at the end of this document.

Article 15 (1) " (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"*
Two working days could be logistically impossible on a frequent basis. Prescribing very often needs to be carried out by one specific veterinary surgeon who has immediate knowledge of a patient's condition (eg the vet that was present at the consultation) - in an instance where this person is not available within the next 2 working days and cannot stay late on the day they undertook the consultation, how is it proposed to implement this element of the order without discriminating against part-time workers such as those with childcare responsibilities, predominantly women?

COMPLAINTS

Article 21 (2) "(*c) That an Actionable Complaint must be acknowledged in writing by the Veterinary Business within five Working Days of it becoming an Actionable Complaint.* "
Please see comment re Article 15 (1) (b) above. For smaller practices, especially owner operated, there is often only one person in charge of complaint handling and if they are, god forbid, on e.g. annual leave, then 10 working days seems more reasonable. Though it is possible a very generic acknowledgement could be sent by any team member it is much preferable to have a senior person, ideally the complaint handler, involved from the very first formal communication.

Explanatory note 169 "*An Actionable Complaint is defined as a Complaint which a Veterinary Business has been unable to resolve within five working days of its being made to the business. "*
Please refer to comments re Article 21 (2) (c) above. Not only is 5 working days too short for the reasons previously discussed there are also other issues with timescale with the conversion of an informal to an Actionable complaint - relevant staff member absence, difficulties reaching pet owners by telephone to discuss their concerns, time until pet owner can attend the clinic in person when it is deemed a face to face conversation would be most beneficial (this may be at the time of a Post Op Check, often done 10 days after a surgical procedure). There are many small "thowaway" verbal comments made by pet owners for example at the reception desk - at this early stage if they are offered the opportunity to have their concerns addressed at a higher level they will often be indecisive and often need a period of reflection in order to decide if this is the path they wish to take. It can also be difficult to simply reach an owner by telephone within 5 days to informally discuss their concerns, a more reasonable time frame would be 10 working days.

ENFORCEMENT & MONITORING

Article 25 (3) *"Any person to whom this Order applies may be required by the RCVS or the CMA to keep for the period specified"*
What is the specified period?

Articles 24-27
General comment 1: Consider "mystery shopper" style reviews of LVGs to give greater confidence re Article 13 compliance.
General comment 2: It would be useful to have more information on how and when the CMA intends to determine if the Substantive Order/ individual parts of the Substantive Order are achieving their aims. For example what percentage of pet owners are making savings and the size of those savings (offset against any price rises that may have inadvertently happened as a result of the Order e.g. non-pricelist services and administrative charges may rise as discussed in previous consultation stages, even as medication and pricelist services reduce). Particularly bearing in mind that similar orders from around 20 years ago (written prescriptions, price lists) were relatively ineffective.

Schedule 1: PRICELIST

General comment on price list - the simplified list is definitely an improvement compared with earlier incarnations during the consultation. Being able to add lines is definitely useful as sometimes there are multiple versions of a service (including cheaper options when taken at the same time as another service). The additional statement regarding "typical case" is also a good idea.

The Animal Health Certificate should not state "consultation/clinical examination" as the only requirement is to scan the microchip of the pet and the rest of the appointment is paperwork, to state that it will include any more than this will cause confusion for pet owners who may then expect the appointment to cover a hands-on assessment of their pet's health.

Where there is a surcharge for certain individuals, for example our practice adds a brachycephalic &a giant dog surcharge to any procedure requiring an anaesthetic, how should this be included in the pricelist (these additional charges are currently provided in writing to all clients both in our pre-op information sheets and in our estimates, as well as specified on consent forms)? Or would these be considered atypical and not need to be added into the pricelist at all (can foresee this being an issue for pet owners - can we add an extra line or an asterix to give this additional information?)?

Pre-anaesthetic blood test - this is comparing apples with pears, appreciate you have specified Chem10 or equivalent but for some practices a much smaller biochem test is offered and Chem10 is reserved for diagnosing ill patients. Other practices will include the equivalent of a Chem10 + haematology + lungworm/coags. For example we offer a more limited biochem test and then also insist on a lungworm test for those dogs that have not received regular lungworm prevention treatment (many will have been regularly treated as this is included in our standard parasiticide protocol) - I'm assuming we would not have to include the lungworm test in the standard line in the pricelist?. I am not able to give a quick solution to this issue, i'm just pointing out some of the limitations and that pet owners may find it difficult to compare like with like, and vet practices may find it difficult to correctly present their prices within the constraints of the pricelist.

Please remove the optional tick box for sedation from castration and spay procedures as these are always done under general anesthesia. Please change the tick box "post operative check ups" to "routine post-operative checkups" as pets that have complications can require additional check-ups and it is important not to confuse pet owners as to what is and isn't included. Local anaesthesia in castration/spay - while we routinely use this some of our vets may opt not do so, should then this box be ticked or left blank? - this opens up a similar question to that of dental x-rays, where some elements are at a vet's discretion - would it then be the case that the box should be ticked if it is more typically used than not used? Could this lead to issues with pet owners who will then query why something has not been done and whether they would be eligible for a discounted procedure because a certain element has not been given? Buster collar should possibly be added to spey/castrate tick

boxes as this (or other protection) are something that every patient needs and pet owners may be unhappy to have a compulsory item added on if there is an additional cost involved.

For a dental assessment it will be appropriate to include a tick box for dental x-rays, however this can still be confusing as, for example, we would routinely do full mouth x-rays for cats as part of a dental assessment but for dogs only x-ray certain areas as the vet feels is indicated. Local anesthesia should be removed from the dental assessment tick list as this would not be needed for assessment (only for extractions).

Ultrasound (abdominal/single organ) - this should be two separate lines but is only here as one, many practices offer one price for a full abdominal scan and a reduced price for scanning a single organ/body system. X-ray is difficult to give a single price as some pets will require sedation and some will require general anesthesia, again would it be a case of selecting the more common option for the pricelist price or would it be more appropriate to split this into two lines?

For the ear swab is this for a single ear swab and could we add additional lines underneath for eg both ears, single ear follow up, both ears follow up?

For individual cremation is this excluding the cost of the chosen receptacle (urn/box etc - presumably or there would be hundreds of lines here!) or should it include the cheapest individual cremation receptacle option?

Important point for pet owner protection: It somehow needs to be communicated to pet owners that moving between practices can actually increase costs. Or at the very least make it clear on all the literature regarding pricing (such as the pricelist) that a veterinary consultation may be required before a price estimate can be given and that this will particularly apply to non-routine procedures. Since the beginning of the CMA process we have had more inquiries from clients wanting estimates for procedures who are then disgruntled because we explain that they will need a (charged for) veterinary consultation in order to give them this information as we need to see the pet (and review their clinical history) to assess whether the proposed procedure is appropriate and determine any factors that could affect the cost. It really is a critical point as vets cannot provide estimates for patients they have never seen and this is already leading to dissatisfied pet owners expecting to be able to be given this information over the phone by non-clinical staff.

Schedules 2 and 3:
WRITTEN PRESCRIPTION NOTICE and FLYER FOR ONGOING MEDS

Schedule 2 - written prescription notice: The asterix line "in some cases there may be ..... reasons why written prescription is not available" needs to be bigger.

Schedule 3 - ongoing meds flyer: The asterix line “In some cases, there may be clinical or regulatory reasons why a written prescription is not available”

Important points re use of online pharmacies: The CMA have identified barriers in the use of online pharmacies "uncertainty around the quality of medicine from online pharmacies or timeliness of delivery" These are not just barriers, they are well-placed concerns. Both the NOTICE and the FLYER (and any other literature encouraging the use of online pharmacies) need to be much clearer that purchasing away from the VMD accredited list poses potentially very severe consequences for pets in that counterfeit medicines can be anything from ineffective to having serious side effects including death. There needs to also be a reminder, in any such literature, that it is the owner's responsibility to a) ensure they make a timely request for a written prescription and allow time for ordering/delivery, b) that stocking issues at their chosen pharmacy are not the responsibility of the prescribing vet, and c) that misuse of prescriptions is a criminal offence.