VETERINARY SERVICES FOR HOUSEHOLD PETS MARKET INVESTIGATION

Explanatory Note

The Veterinary Services Market Investigation Order 2026

This note is not part of the Substantive Order

Introduction

1. On 24 March 2026, the Competition and Markets Authority (**CMA**) published its report under section 136 of the Enterprise Act 2002 (**the Act**) entitled *Veterinary Services for Household Pets, Final decision report* (the **Final Report**).

2. The Final Report sets out the CMA's decision that:

   (a) features of the markets for the retail supply of Veterinary Services for Household Pets by First Opinion Practices (**FOPs**) in the UK and the supply of outsourced out-of-hours (**OOH**) provision to FOPs in the UK prevent, restrict or distort competition, and thereby have an adverse effect on competition (**AEC**); and

   (b) it should take action for the purpose of remedying, mitigating or preventing the detrimental effect on customers so far as it has resulted from, or may be expected to result from, the AEC.

3. In particular, the CMA indicated in its Final Report that it intended to implement some remedies by making two orders under section 161 of the Act. Those orders have now been made. They are:

   (a) The Veterinary Services Market Investigation Order 2026 (the **Substantive Order**) (to which this Explanatory Note relates); and

   (b) The Veterinary Services Market Investigation (Funding) Order 2026 (the **Funding Order**) (in respect of which a separate Explanatory Note has been produced).

4. As part of the same package of remedies, the CMA has indicated that it has accepted undertakings from the Royal College of Veterinary Surgeons (**RCVS**) to carry out various activities (**RCVS Activities**) including:

(a) monitoring Veterinary Businesses' compliance with the Substantive Order and the Funding Order;

(b) improving the functionality of the Find a Vet website;

(c) gathering information from Veterinary Businesses to present on the Find a Vet website and operating and maintaining that website on an ongoing basis;

(d) contracting with an approved alternative dispute resolution (**ADR**) provider which offers mediation services to relevant Veterinary Businesses operating FOPs;

(e) developing and sharing with Veterinary Businesses materials relating to medicines and prescriptions and to help Pet Owners to engage with processes on complaints and redress; and

(f) collecting, analysing and publishing on an annual basis data and insights on complaints made by Pet Owners to Veterinary Businesses in the market for Veterinary Services for Household Pets.

5. The purpose of the Substantive Order is to impose on Veterinary Businesses obligations which are part of an integrated package of remedies 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 information when choosing treatments and services;

(iv) increased awareness of the ability to purchase medicines online and potential savings; and

(v) clear information on end-of-life options.

(b) Measures to remove barriers to engagement and competition, relating to:

(i) ensuring that veterinary surgeons and veterinary nurses are able to act in accordance with the relevant provisions of the 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; and

(iv) making it easier for FOPs to switch out-of-hours provider.

Review of the Substantive Order

6. A person aggrieved by the CMA's decision to make the Substantive Order may apply to the Competition Appeal Tribunal for a review of that decision in accordance with section 179 of the Act.

7. The CMA has duties under sections 162 and 162A of the Act to keep the carrying out of the Substantive Order[1] under review. This includes a duty to consider, from time to time, whether the Substantive Order[2] is being complied with, and whether by reason of any change of circumstances it is no longer appropriate and needs to be varied or revoked, as well as to keep the effectiveness of the Substantive Order[3] under review.

Possible consequences of non-compliance

8. Section 167 of the Act places a duty on any person to whom the Substantive Order relates to comply with it. That duty is owed to any person who may be affected by the contravention of the Substantive Order. Any person who suffers loss or damage caused by a breach of this duty may bring civil proceedings for contravention of the Substantive Order.

9. The CMA has power under the Substantive Order to give directions, including directions to a person in their capacity as an office holder, for the purpose of carrying out, or ensuring compliance with, the Substantive Order.

10. Section 167 of the Act provides that compliance with the Substantive Order is also enforceable by civil proceedings brought by the CMA for an injunction or for any other appropriate relief or remedy.

11. Under sections 167A and 167B of the Act, the CMA may impose penalties on any person to whom the Substantive Order applies where it considers that the person has, without reasonable excuse, failed to comply. Those penalties may include fixed amounts and daily penalties for the duration of any breach.

Status of this Explanatory Note

12. Nothing in this Explanatory Note is legally binding. In the event of a conflict between this Explanatory Note and any provision of the Substantive Order,

[1] And the undertakings by the RCVS.
[2] And the RCVS undertakings.
[3] And the RCVS undertakings.

the Substantive Order shall prevail. Terms defined in the Substantive Order have the same meaning in this Explanatory Note unless stated or the context requires otherwise.

Structure of the Substantive Order

13. The Substantive Order is divided into eight Parts and it has four Schedules.

14. Part 1 (Preliminary) contains general provisions which include specifying when the Substantive Order comes into force, its scope and the definitions that are used in it (and which are also used in this Explanatory Note).

15. Part 2 (Pet Owner empowerment) contains provisions imposing obligations on Veterinary Businesses which relate to Pet Owner empowerment. They aim to improve transparency so that Pet Owners can easily compare Practices, services and prices.

16. Part 3 (Choice of treatments, referrals and diagnostics) contains provisions imposing obligations on Veterinary Businesses which aim to ensure that Pet Owners receive clear, impartial information on treatments and costs so they can make informed decisions about treatments, referrals and diagnostic services offered.

17. Part 4 (Veterinary Medicines) contains provisions imposing obligations on Veterinary Businesses which aim to promote greater competition in the sale of veterinary medicines and put downward pressure on high medicine prices.

18. Part 5 (Out-of-hours contracts) contains provisions imposing obligations on Veterinary Businesses which aim to make it easier for FOPs to switch OOH provider, so they can obtain better prices and services for their customers.

19. Part 6 (Cremation Services) contains provisions imposing obligations on Veterinary Businesses which aim to ensure Pet Owners are aware of all cremation options and have clear information on available services and prices.

20. Part 7 (Complaints and redress) contains provisions imposing obligations on Veterinary Businesses which aim to strengthen complaint handling and access to mediation to improve outcomes for Pet Owners and competitive discipline in the market.

21. Part 8 (Monitoring, compliance, variation and termination) contains provisions relating to monitoring and compliance, including an obligation on Veterinary Businesses to supply the RCVS and/or the CMA with Attestations.

22. Schedule 1 sets out the list of defined services, products, treatments and procedures in respect of which Veterinary Businesses must publish prices under the Price List remedy imposed by Article 7 of the Substantive Order.

23. Schedule 2 contains the Standard Written Prescription Notice.

24. Schedule 3 contains the Standard Flyer for Ongoing Medication.

25. Schedule 4 contains the Complaint Log described in Article 22.

Part 1 – Preliminary – Articles 1 - 3

26. Article 1 provides that the Substantive Order shall come into force on the day after it is made and that it extends to England and Wales, Scotland and Northern Ireland.

27. Article 2 includes definitions of various terms used in the Substantive Order. It also provides that words or expressions used in the Substantive Order have the same meaning as in the Final Report, unless they have been defined otherwise in the Substantive Order and/or the context requires it. The same applies to words or expressions in this Explanatory Note.

28. The defined terms include 'Veterinary Business'. For the purposes of the Substantive Order, a Veterinary Business is 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.

29. A person would be carrying on such a business where all or part of the services they offer to Pet Owners are Veterinary Services for their Household Pets. The obligations in the Substantive Order therefore do not apply to businesses which do not offer Veterinary Services for Household Pets (even if they may incidentally and occasionally provide such services for such pets) or to the sites, premises or locations in which such businesses operate.

30. These examples illustrate the points in the preceding two paragraphs:

(a) a business which exclusively or mostly offers Pet Owners Veterinary Services for Household Pets will be a Veterinary Business subject to the Substantive Order;

(b) a business which offers mixed services for farm and equine animals and for Household Pets will be a Veterinary Business subject to the Substantive Order, even if the proportion of those services that are for Household Pets is limited or very small; and

(c) a business which offers only mixed services for farm and equine animals, but where a Veterinary Surgeon may incidentally and occasionally treat a Household Pet (for example, a farmer's dog), will not be a Veterinary Business subject to the Substantive Order.

31. Where a Veterinary Business offers mixed services for farm and equine animals and for Household Pets, the obligations in the Substantive Order apply only to the services offered for such Pets (although such businesses may choose to comply with some or all of the requirements across the business as a whole).

32. The Substantive Order uses the defined terms Veterinary Surgeon, Veterinary Nurse and Veterinary Professional. The Substantive Order does not permit or require Veterinary Surgeons, Veterinary Nurses and Veterinary Professionals to carry out activities which they are not qualified or legally permitted to carry out.

33. Article 3 provides that Veterinary Businesses must comply with the requirements imposed on them by certain Parts and Articles of the Substantive Order at different times and in relation to the size of the Veterinary Business. For some Parts and Articles, Small Veterinary Businesses (those with fewer than 15 FOPs and/or OOH Centres) have a longer time period for compliance than Large Veterinary Businesses (those with 15 or more FOPs and/or OOH Centres).

34. The respective time periods for compliance, contained in Article 3(1), are set out below. Veterinary Businesses must be compliant with the requirements imposed on them by relevant Parts and Articles from the next Working Day after the dates shown:

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	22 March 2027	22 March 2027
Part 2, Article 6	Practice Information	22 December 2026	22 March 2027
Part 2, Article 7	Price List	22 December 2026	22 March 2027

Part 2, Article 8	Parasiticide Price List	22 December 2026	22 March 2027
Part 2, Article 9	Pet Care Plans	22 December 2026	22 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 RCVS Undertakings, or 22 September 2027, whichever is later.	3 months from the date on which the RCVS has fully complied with paragraph 4.1 of the Substantive RCVS Undertakings, or 22 September 2027, whichever is later.
Part 3, Article 11	Written Estimates for higher cost treatments	22 June 2027	22 September 2027
Part 3, Article 12	Itemised Bills	22 June 2027	22 September 2027
Part 3, Article 13	Ensuring that Veterinary Professionals can act in accordance with the relevant provisions of the RCVS Codes and Guidance	22 December 2026	22 March 2027
Part 4, Article 14	Pet Owner awareness of Written Prescriptions	22 June 2027	22 September 2027

Part 4, Article 15	Provision of Written Prescriptions	22 June 2027	22 September 2027
Part 4, Article 16	Standard Flyer for Ongoing Medication	22 June 2027	22 September 2027
Part 4, Article 17	Own Brand Medication	22 June 2027	22 September 2027
Part 4, Article 18	Prescription Fees	22 March 2027	22 September 2027
Part 5, Articles 19(4) and 19(5)(a)-(b)	Notice period for OOH Contracts	22 September 2026	22 September 2026
Part 5, Article 19(5)(c)	Notice period for OOH Contracts	22 December 2026	22 December 2026
Part 6, Article 20	Cremation options and prices for Pet Owners	22 December 2026	22 March 2027
Part 7, Article 21	In-house complaint processes	22 March 2027	22 March 2027
Part 7, Article 22	Complaint logs	22 March 2027	22 March 2027
Part 7, Article 23	Mediation	22 March 2027	22 March 2027

35. Article 3(2) provides that where a Veterinary Business acquires another Veterinary Business or Practice after an applicable Compliance Date for the acquiring Veterinary Business, that acquiring Veterinary Business must implement any necessary changes to ensure the acquired business is compliant with the requirements in the Substantive Order within 30 days of the acquisition.

36. Where a Veterinary Business to which the Substantive Order applies begins operating after an applicable Compliance Date for that business, the

Veterinary Business must be compliant with the relevant requirements in the Substantive Order as soon as it begins operating.

Part 2 – Pet Owner empowerment – Articles 4 - 10

37. The provisions in Part 2 of the Substantive Order require Veterinary Businesses to provide certain information to Pet Owners so they can easily compare Practices, services and prices.

38. Article 4 provides a set of terms and phrases which help Veterinary Businesses understand how information required under Part 2 should be provided to Pet Owners. Article 4 uses the term ‘Clear and Prominent’ which is defined in Part 1 of the Substantive Order. The use of this term means the information, in whatever medium it is required to be provided, must be provided clearly, in a timely manner and in a way which the Pet Owner is likely to see it. This includes being clearly visible, legible and easy to understand.

39. Any requirements made in the Substantive Order relating to information being provided in a Clear and Prominent manner are in addition to, and not a replacement for, consumer law requirements under the Digital Markets, Competition and Consumers Act 2024 (**DMCCA**). Article 4 establishes the baseline requirements a Veterinary Business must meet when presenting information on websites, in practices and in Pet Owner Communications.

40. The Article includes lists of what materials can be used to present the information, a requirement that this information must be kept up to date and an obligation that, where information is provided digitally, Veterinary Businesses are required to provide a physical copy of the same information upon request. Some Pet Owners may not be aware they can request information in a physical copy and therefore Veterinary Businesses should make reasonable efforts to inform Pet Owners of this option. As the requirements of Article 4 are baseline requirements, it is important for Veterinary Businesses to check the details of each Article that sets out specific information requirements, as these may include additional obligations.

41. The information that Veterinary Businesses are required to provide to Pet Owners under Articles 6 to 9 represents the basic, or minimum, information that should be provided in respect of Practices, prices and Pet Care Plans. Provided it does not affect their compliance with the Substantive Order, Veterinary Businesses may choose to provide additional information about products and services they offer. Doing so may support greater Pet Owner choice and price comparison. For example, Veterinary Businesses may wish to publish explanatory information alongside the published professional

qualifications under Article 6, to help Pet Owners better understand professional roles and qualifications, or provide information about RVN-led preventative healthcare services including under Pet Care Plans.

Ownership Information

42. Article 5 requires Veterinary Businesses which are part of a Group or Network to clearly display their Ownership Information online, on signage, on premises and in Pet Owner Communications (which include communications on social media platforms). The purpose is to ensure that Pet Owners can make informed choices between independent businesses and those in Groups or Networks.

43. Article 5(1) provides definitions for what constitutes Ownership Information. It also identifies other service providers which, as well as those operating FOPs, must comply with the Article where they are part of a Group or Network. For example, where an Authorised Online Retailer forms part of a Group or Network of Veterinary Businesses, it must provide Ownership Information to Pet Owners in line with this Article.

44. To reflect the presence of different business models in the market, Ownership Information includes either the corporate name of a Main Entity in a Group or Network or a Trading Name used for a Group or Network. Veterinary Businesses in a Group or Network must use one or other of these to denote unambiguously the commonality of Ownership, Control or Influence of the Main Entity in a Group or Network. The name used must be commonly understood and associated with the business at retail level.

45. Article 5(1) stipulates that any other Branding a Group or Network uses must be common and consistent across all service provision in that Group or Network. Where a Group or Network uses a separate logo for a specific practice site or business division (for example, for the online retail of veterinary medicines), that logo does not have to be replaced by the Group or Network's logo. However, if the separate logo is retained, the Group or Network logo must also be displayed in a Clear and Prominent manner alongside it.

46. Article 5(2) states that both the Main Entity and the Veterinary Businesses it owns, controls or influences, according to a set of defined criteria, are required to ensure compliance with this part of the Substantive Order. This reflects that Main Entities in different Groups and Networks will have varying degrees of Ownership, Control and Influence over Veterinary Businesses in their Group or Network. Imposing the obligation on both the Main Entity and the Veterinary Businesses it owns, controls or influences, as defined in the

Substantive Order, will ensure the Article is consistently implemented across Groups and Networks however they are arranged.

47. Articles 5(3) to (5) describe how Ownership Information is to be displayed on the website of both the Main Entity and on any website of its FOPs or other related Veterinary Service providers. They further stipulate a requirement for certain information to be included in the website's metadata and an obligation on Veterinary Businesses to make reasonable efforts to ensure the Ownership Information appears in search engine and online map results.

48. Article 5(6) provides that Ownership Information provided at physical premises must align with the general display requirements contained in Part 2, Article 4 (displayed, provided or made available in the reception or waiting area to existing and prospective customers in a Clear and Prominent manner) as well as being displayed on the storefront signage of the premises of any FOP or other service provider. Article 5(7) requires the Ownership Information to be provided on materials used when a Veterinary Business refers Pet Owners to another FOP or service provider within its own Group or Network.

49. The requirements for Ownership Information to be included on storefront signage, and to appear in online map results, do not apply to the locations of Other Relevant Service Providers where Veterinary Services are not supplied directly to Pet Owners (for example, laboratories providing business-to-business testing services), as Pet Owners will not be visiting these sites.

50. Article 5(8) stipulates additional display requirements relating to the prominence of the text used when communicating Ownership Information. These requirements are to ensure that the common Ownership, or the Control or Influence (as the case may be), of the Main Entity is clear and not obscured.

51. The requirements mean that, when Veterinary Businesses use the name of the Main Entity or its Trading Name alongside another name, such as the name of a particular FOP or other relevant service provider,[4] the name of the Main Entity or its Trading Name must be at least equally prominent to that other name. It must be unambiguously clear to Pet Owners in the way the respective names are displayed that the inclusion of the Main Entity or Trading Name is not a marketing statement (such as a description of the business or the services it offers) or strapline. It must similarly clearly denote common ownership, control or influence by the Main Entity. It may, for example, be necessary for a business to include full company names and

[4] Such as an OOH Centre or a Referral Centre.

indicators such as ‘Ltd’ or statements that a FOP (for example) is ‘part of’ a particular Group.

52. The size, legibility and prominence of the name of the Main Entity or the Trading name relative to other information about the business are highly relevant to meeting the requirements of the Article. Examples where equal prominence would not be achieved include, but are not limited to:

(a) Where the size of the font used to state (i) the Main Entity or Trading Name is materially smaller, shrunk or condensed compared with (ii) the name of the particular FOP or other relevant service or provider of such service, such that the former (in (i)) appears secondary to the latter (in (ii)).

(b) Where the colour of the font used to state the Main Entity or Trading Name (including where this results in a low contrast against the colour of any Branding or background) would obscure the name of the Main Entity or the Trading Name.

Practice Information

53. Article 6 requires that Veterinary Businesses providing FOP Services, OOH FOP Services, OOH Provider Services or Referral Services must publish some standard information relating to their Practices to enable Pet Owners to make informed choices when selecting a FOP, OOH Centre or a Referral Centre.

54. The Substantive Order uses the term Practice Information to refer to the required information which includes:

(a) Professional veterinary qualifications held by the Veterinary Professionals who work at a FOP, OOH Centre or Referral Centre on a long-term basis. This includes Veterinary Surgeons and Nurses who provide Veterinary Services at the relevant Practice, whether they work there part-time or full-time. A long-term basis includes those who are permanently employed, certain locum staff (for example, those engaged on more than a temporary basis to cover holiday and sickness absences), consultants, and practice owners who provide Veterinary Services. The identities of those holding the qualifications do not need to be disclosed, however Veterinary Businesses may choose to include this information where the relevant individuals wish to be identified.

(b) RCVS PSS accreditations or awards held by that FOP, OOH Centre or Referral Centre. This must include a web link to the relevant information about the PSS hosted by the RCVS on its website, to support Pet Owner understanding of the scheme.

(c) Where at a FOP or Referral Centre a Veterinary Business outsources its OOH Services, certain information in respect of the FOP or OOH Centre providing the OOH Service. In this context, Practice Information must include the identity of the OOH Services provider, its telephone number, premises and web addresses, and information about when the provider is available and the nature of the services it offers.

55. Article 6(1) provides that the Practice Information must be published on the website relating to each FOP, OOH Centre or Referral Centre and displayed in each FOP, OOH Centre or Referral Centre premises. In doing so, Veterinary Businesses must ensure that they satisfy the requirements of Article 4, which, among other things, specifies how information should be presented and made accessible to Pet Owners both on a website and in premises. The Practice Information must be kept up to date, with any changes being made on the relevant websites and in practices as soon as is reasonably practicable and in any case within one week of the information needing amendment in order to remain accurate.

Price Lists

56. Article 7 requires Veterinary Businesses providing FOP Services, OOH Services, Referral Services and Cremation Services to provide clear, standard price lists for a defined set of services, products, treatments and procedures they offer. These requirements are designed to improve the availability of price information for Pet Owners.

57. Article 7(1) defines a ‘Price List’ as a list of the prices that a Veterinary Business charges at a Practice for each of the services, products, treatments and procedures offered to Pet Owners that features in the defined list of such items in Schedule 1 to the Substantive Order (the **Price List Schedule**) and which list meets the requirements set out in Article 7(2) (the **Price List Requirements**). This means that Veterinary Businesses are only required to publish prices for such of the defined services, products, treatments and procedures as they offer to Pet Owners. The Price List Requirements, which are explained in detail in paragraph 64 below, consist of requirements about what price or other information must be included on a Price List and how such information should be presented. A single figure should be provided for the prices specified for items listed in the Price List Schedule. Prices should not be expressed in ranges.

58. Veterinary Businesses may include on their Price Lists price information for other services, products, treatments and procedures that are not listed in the Price List Schedule, provided that in each case the extent of the service, product, treatment or procedure and the relevant charge is clear to the Pet Owner. For example, a Veterinary Business may wish to provide prices for certain treatments or services in respect of rabbits, alongside those required under Article 7 for cats and dogs. The inclusion of such additional information must not, however, reduce, obscure or otherwise impede the visibility of the items required to be on the Price List.

59. Under Article 7(3), Veterinary Businesses providing FOP Services, OOH Services, Referral Services and Cremation Services must publish a Price List for each FOP, OOH Centre, Referral Centre and Crematorium they operate. They must display the Price List on the website relating to each FOP, OOH Centre, Referral Centre or Crematorium and make the Price List available to Pet Owners in each of those premises.

60. Where a Veterinary Business publishes a Price List on the website relating to a FOP, OOH Centre, Referral Centre or Crematorium, it must ensure that the general display requirements of Article 4 in respect of publication on a website are met. This includes the need to display the content in a Clear and Prominent manner. In this context, Clear and Prominent manner would include the need to position the Price List in such a way that a person viewing the website could navigate with relative ease to the Price List webpage without, for example, needing to scroll beyond what may be considered a reasonable amount.

61. Article 7(4) sets out additional requirements for Veterinary Businesses in respect of publishing a Price List on a relevant website, for example that the Price List must be accessible in one click from the homepage of the website. Veterinary Businesses may use navigation or other functionality to support user engagement with the Price List(s) on their website(s), provided that the requirements of Article 7 are met. This includes presenting the price list in full. Filters and other functionalities should not be used in a way which means that only a subset of prices from the Price List are visible on the webpage when the user first arrives at the webpage.

62. There are several different ways a Veterinary Business could make a Price List available to Pet Owners in relevant premises. The options include displaying the Price List on one or more of a poster, noticeboard or digital screen. The Veterinary Business could in addition provide Pet Owners with leaflets or QR codes which link to the Price List. However they make the Price List available, Veterinary Businesses must ensure that the general display requirements of Article 4 are met so that the information is provided in an

easily accessible and comprehensible format. Paper copies of the Price List should be available to Pet Owners on request.

63. Article 7(3) also requires that when a Veterinary Business sends an initial email or text message or other digital communication to a Pet Owner to confirm a consultation booking, it must specify the price for that consultation and include a link to the Price List webpage.

64. Article 7(2) sets out the requirements that a Price List must comply with for a Veterinary Business to satisfy its obligations under Article 7 (the **Price List Requirements**):

(a) Article 7(2)(a): services, products, treatments or procedures included on a Price List must be described using the name for each that is specified in the Price List Schedule (for example, 'Spay (traditional/open)') and must not be accompanied by any free text description.

(b) Article 7(2)(b): where a FOP, OOH Centre, Referral Centre or Crematorium offers more than one variant of a service, product, treatment or procedure included in the Price List Schedule, all such variants and their respective prices must be published in the Price List. Where a Practice offers multiple variants of a service, product, treatment or procedure that features in the Price List Schedule, it must be clear in the Price List which variant of that service, product, treatment or procedure represents the 'standard' option required by the typical pet. This includes using the exact name for that item as is specified in the relevant row of the standard price list contained in the Price List Schedule. Veterinary Businesses may use a brief, factual description for variants to indicate how they differ from the standard option.

(c) Article 7(2)(c): where the price for an item included in the Price List Schedule offered by a FOP, OOH Centre, Referral Centre or Crematorium varies based on pet species and/or weight, prices must be displayed separately on the Price List based on the following standardised pet characteristic and weight categories:

(i) cat;

(ii) small dog (<10kg);

(iii) medium dog (10 to <25kg);

(iv) large dog (25 to <40kg);

(v) extra-large dog (40 to <60kg); and

(vi) giant dog (60kg and over).

Where prices do not vary by species or weight, prices do not need to be displayed by reference to such categories. Veterinary Businesses may choose to produce separate lists (one for each species and weight category) or instead to use a single list presenting the categories in separate columns.

(d) Article 7(2)(d): the price provided for any item on the Price List must represent what Pet Owners are typically charged for the service, product, treatment or procedure at the relevant FOP, OOH Centre, Referral Centre or Crematorium and must include any costs that relate to a necessary component of the service, product, treatment or procedure. A ‘typically charged’ price, for these purposes, means a price based on a standard case with minimal complexity or complication beyond what is commonly anticipated. Where the price of a service, treatment or procedure is based on a particular duration, such as a consultation, the Price List must include this detail by specifying the ‘standard duration’ of that service, treatment or procedure alongside the price. The requirement to include any costs for ‘essential components of the service, product, treatment or procedure’ means this: where an item listed on the Price List includes a particular component as standard,[5] the cost of that component must be included in the price.

(e) Article 7(2)(e): where a Price List refers to the price of any of the four price list items specified in Article 7(2)(e) (dental assessment, castration, spay (traditional/open) or spay (laparoscopic/keyhole)), the price stated must include each of the components specified at sub-paragraphs (1) to (7) (general anaesthesia, local anaesthesia, sedation, post-operative pain relief, hospitalisation and monitoring, pre-operative blood tests and post-operative check-ups) that the Veterinary Business considers is typically necessary as part of that service, treatment or procedure. The assessment of what is typically necessary may differ between Veterinary Businesses and FOPs, OOH Centres and Referral Centres, based on the exercise of clinical discretion by Veterinary Surgeons. The Price List must display, in the line or section relating to any of the four specified treatments, checkboxes for each of the specified components at sub-paragraphs (1) to (7) to indicate clearly and transparently to Pet Owners which components are included in the price stated for the service, treatment or procedure, and which are not.

[5] ie it is a component of the service or treatment that is provided to all pets as part of that service or treatment.

(f) Article 7(2)(f): the prices displayed on a Price List must include VAT.

(g) Article 7(2)(g): the prices displayed on a Price List must be up to date.

(h) Article 7(2)(h): where a Veterinary Business provides OOH Services in a FOP and the price charged for a service, product, treatment or procedure included in the Price List is different when offered out of hours, the Price List must display both the price charged during normal business hours and the price charged out of hours.

(i) Article 7(2)(i): requires that where the OOH Services to be provided by a FOP are outsourced to a third-party provider, the Veterinary Business operating the FOP must include on the Price List for that FOP (i) the price for an OOH consultation with that OOH Services provider, and (ii) a link to the OOH Services provider's Price List.

(j) Article 7(2)(j):[6] requires that where a FOP or OOH Centre offers Cremation Services directly to Pet Owners, the Veterinary Business operating the FOP or OOH Centre must display the price for communal and individual cremations on the Price List for that FOP or OOH Centre. Alternatively, where the FOP or OOH Centre offers Cremation Services that are provided by a third-party provider, such as a third-party FOP or Crematorium, the Veterinary Business operating the FOP or OOH Centre must include on the Price List for that FOP or OOH Centre (i) the price for such services, provided communally and individually, and (ii) a link to the webpage showing the Price List for that third-party FOP or Crematorium. The prices of discretionary add-ons to a Cremation Service do not need to be included in the Price List.

(k) Article 7(2)(k): requires that any third-party fees relating to services, products, treatments or procedures included on a Price List for a FOP or Referral Centre must be included in the overall price that is published. This provision addresses the scenario where a FOP or Referral Centre offers a service, product, treatment or procedure of which essential elements are provided by a third party, such as where a CT scan is carried out by a FOP, but the images produced are interpreted or analysed by a third party.

(l) Article 7(2)(l): requires Veterinary Businesses to include a caveat on a Price List to inform Pet Owners that because the prices for services, products, treatments and procedures on the list are based on the typical case, prices may be adjusted upwards in more complex or complicated

[6] Which is subject to Article 7(6) as far as Mobile FOPs are concerned.

cases based on clinical factors. Veterinary Businesses are free to adopt their own wording to achieve this. A standard caveat Veterinary Businesses may use is:

> *'Prices shown relate to delivery of the service, product, treatment, or procedure listed for a typical case. In some cases, complications or clinical factors may mean the pet needs additional or more costly intervention and this may affect the final price charged. Your vet will update you on your options and the costs as diagnosis and treatment progress.'*

(m) Article 7(2)(m): requires that, on a Price List published by a Veterinary Business in respect of a Mobile FOP, the statement referred to in Article 7(2)(l) must also make Pet Owners aware of any factors that may increase the price stated that are necessarily and exclusively linked to the provision of Veterinary Services on a mobile basis (ie that would not apply to a site or physical premises). This would include, for example, travel distance or duration and statutory road charges.

65. Article 7(5) requires that where a Veterinary Business changes the price for a service, product, treatment or procedure included on the Price List for a FOP, OOH Centre, Referral Centre and/or Crematorium, the Price List must be updated before the new price is charged to Pet Owners. This provision, together with Article 7(2)(g) which requires the prices displayed on Price Lists to be up to date, serves to ensure that Veterinary Businesses do not charge prices for services, products, treatments or procedures which are higher than the price displayed on the Price List, in line with the requirements of the DMCCA.

66. Article 7(6) permits a Veterinary Business operating a Mobile FOP which offers Cremation Services to display on its Price List (i) separate prices and (ii) separate hyperlinks to webpages of third-party providers, for each geographic region, where the price of the services and/or the identity of any third party providing those services varies by region.

67. Where a FOP or Referral Centre does not offer a service, product, treatment or procedure that is included in the Price List Schedule, but as a matter of course directs Pet Owners to a third party for such service, product, treatment or procedure, it must make Pet Owners aware of this. Veterinary Businesses can satisfy this requirement by stating on the website for relevant FOPs or Referral Centres, and in the FOP or Referral Centre premises, that Pet Owners will be referred to a third party if they require that service, product, treatment or procedure.

68. Annex 1 to this Explanatory Note provides an example of an indicative Price List that would satisfy the requirements of Article 7 (see ‘Indicative price list template for optional use by practices’). Annex 1 also provides an indicative price list with definitions for line items to support practice implementation. Both indicative price lists will support Veterinary Businesses in complying with the Price List remedy.

Parasiticide Price Lists

69. Article 8 requires any Veterinary Businesses operating a FOP which sells Parasiticides directly to Pet Owners to publish the prices of the FOP’s most commonly sold parasiticides (a Parasiticide Price List). The purpose of the Parasiticide Price List is to help Pet Owners choose between FOPs, assess the value of Pet Care Plans and facilitate price comparison with third-party retailers of Parasiticides.

70. Article 8(1) provides that the Parasiticide Price List must be published on the website relating to the relevant FOP and in the FOP premises (and meet the display requirements in Article 4). The Parasiticide Price List must be clearly identifiable on the FOP’s website and easily accessible. For example, it could be provided in a downloadable file, a static table on the website or a searchable database. It must also be available in physical form in the FOP premises. The Veterinary Business could, in addition, provide Pet Owners with QR codes which link to the Parasiticide Price List.

71. The Parasiticide Price List must cover each FOP’s Most Common Parasiticides, which means in relation to each relevant FOP:

(a) any Parasiticide of which the Veterinary Business has sold 100 or more units at that FOP in the Veterinary Business’s previous financial year (whether supplied on a standalone basis or under a Pet Care Plan); or

(b) if (a) results in a list of fewer than 10 products, the top 10 Parasiticides by sales volumes at that FOP in the Veterinary Business’s previous financial year.

72. For the purposes of the preceding paragraph, a ‘unit’ refers to the basis on which the medication is sold. For example, if the pack for a specific Parasiticide is for a single tablet or pipette, each sale of a single tablet or pipette pack would count as one unit and the medication would need to be displayed on the Parasiticide Price List if 100 or more of the single tablet or pipette packs were sold in the period. If a pack of Parasiticides contains 20 tablets, that pack would count as a single unit, and would need to be included on the list if there were 100 or more sales of each such 20-tablet unit.

73. Article 8(2) requires that the Parasiticide Price List remains up to date. This means that volumes of Parasiticide product prescriptions must be reviewed on an ongoing basis, at least every 12 months, and relevant updates to the products in the list should reflect any changes in commonly prescribed products. Where a Veterinary Business wishes to change the price of any of its Most Common Parasiticides, the revised price must be reflected on the Parasiticide Price List before Pet Owners can be charged the revised price. This is to ensure that a Veterinary Business cannot charge a price for products on the Parasiticide Price List which is higher than the price displayed on that list, in line with the requirements of the DMCCA.

74. The Parasiticide Price List must include:

(a) all information required for a Pet Owner to be able to identify each medicine on it, including the full, authorised product name, the brand name, whether it is an own-brand medicine, the active ingredient(s), the amount (volume or number of tablets), the strength and the dosage size. Information about instructions and other ingredients is not required;

(b) any charges, such as dispensing or administration fees, that are necessary or applied as standard when purchasing the product at the FOP, and VAT. Businesses may, but are not required to, provide a breakdown alongside the overall price. The listed prices must be for individual medicine products (with separate prices for products with different formulations, sizes and dosages) in accordance with the definition of Parasiticide in the Substantive Order; and

(c) a notice that Pet Owners should consult their Veterinary Surgeon or a Suitably Qualified Person about whether their Pet needs Parasiticide product(s), and if they do, that the Veterinary Surgeon or Suitably Qualified Person will prescribe a specific product or make a recommendation based on their clinical judgement of what is best for the Pet. This information should be prominently displayed alongside the price list, to make clear that it is a list of the prices charged where a medicine is prescribed, not a menu of options for the Pet Owner nor an exhaustive product range.

75. The Parasiticide Price List must be accompanied by a link to the VMD Register of Online Retailers, to facilitate Pet Owners being able to access potential savings they could make online should they request a written prescription for Parasiticide product(s). Where the Parasiticide Price List is displayed in the premises, the link to the VMD can be provided by a QR code which Pet Owners can use on their own devices.

Pet Care Plans

76. Article 9 requires Veterinary Businesses operating a FOP that offer one or more Pet Care Plans to publish certain information about those Pet Care Plans to enable Pet Owners to assess whether a plan offers them value for money.

77. Articles 9(1) and 9(2) define Quantified Savings Claims and General Savings Claims, for the purposes of Articles 9(5) to 9(9), which impose requirements on Veterinary Businesses which state, claim or indicate that a Pet Owner could save money by purchasing a Pet Care Plan (when compared with purchasing the products or services separately outside the Pet Care Plan). Quantified Savings Claims include statements, claims or indications that relate specifically to the quantity or magnitude of such savings, whereas General Savings Claims are unquantified statements, claims or indications which refer to the existence but not the magnitude of any savings.

78. Article 9(3) provides that Veterinary Businesses must publish the Pet Care Plan Standard Information on the website relating to each FOP offering a Pet Care Plan. They must also make the Pet Care Plan Standard Information available in each FOP premises (and in doing so comply with the general display requirements in Article 4). When displaying the Pet Care Plan Standard Information on a website, the information must be displayed on the page that provides information about Pet Care Plans, which should be clearly labelled as relating to such plans.

79. Pet Care Plan Standard Information includes:

(a) a list of all the products and services included in the Pet Care Plan. This includes the use of free text to provide further information on what each product or service entails where this is not clear from the description of the product or service alone.

(b) the number of times each product or service under the plan can be accessed by a Pet Owner without making an additional payment. The Veterinary Business should also indicate which products and services, if any, are only required or used once in a Pet's lifetime.

(c) the timeframe during which each product or service is available (for example, 'per month' or 'per year').

(d) the total price of the Pet Care Plan stated both as a monthly and an annual rate.

(e) the standalone price for each product and service included in the Pet Care Plan, where that product or service is provided separately outside of the plan (where a Veterinary Business does not offer a product or service that is included in the Pet Care Plan on a standalone basis, it does not need to provide a price for such item(s) in the Pet Care Plan Standard Information).

(f) information on the cancellation terms for the plan. This must include details of contract duration, whether the contract automatically renews, any notice period required to cancel the contract and a summary explanation of key information relating to cancellation fees (for example, ‘a cancellation fee of £60 applies for mid-year cancellations’).

80. Where Pet Care Plan Standard Information is being provided in respect of a Pet Care Plan which includes one or more Parasiticides, Article 9(4) imposes obligations on Veterinary Businesses to provide a link to the FOP’s Parasiticide Price List and to identify which Parasiticides are included in the plan. Where the information required under Article 9(4)(a) (the provision of a link to the Parasiticide Price List) is made available at the FOP premises, this may be provided by including a QR code and/or the web address which Pet Owners can use on their own devices. Article 9(4) requires that this information be accompanied by a statement advising Pet Owners to speak to their Veterinary Professional or a Suitably Qualified Person to understand which Parasiticide treatment is likely to be appropriate for their Pet.

81. Article 9(4)(d) provides that the standalone price for any Parasiticides included in a Pet Care Plan that is required to be published under Article 9(3) (Pet Care Plan Standard Information) should be an indicative standalone price for a year of such Parasiticides purchased from the relevant FOP. This indicative standalone price must:

(a) be based on a single Parasiticide treatment example for a typical Pet covered by the relevant Pet Care Plan, but without naming the specific medication. This example should include a commonly prescribed Parasiticide product for the relevant category of Pet. It should be realistic, attainable and broadly representative to ensure its relevance to a large proportion of Pet Owners; and

(b) include any dispensing fees applied as standard.

82. Articles 9(5) and 9(6) provide that where a Veterinary Business makes a Quantified Savings Claim or a General Savings Claim, it must provide the information listed in Article 9(7). Where a Veterinary Business makes a Quantified Savings Claim, it must provide the Article 9(7) information in the

same place that the statement, claim or indication is made. For example, it must include the information on or in any webpage, social media post or leaflet where any such savings claim appears. Where a Veterinary Business makes a General Savings Claim, it must provide a link to a webpage that displays the Article 9(7) information. In the case of printed materials, this requirement may be satisfied by including a printed web address or a QR code which Pet Owners can use on their own devices.

83. Article 9(7) provides that the information that must be provided by Veterinary Businesses when Quantified Savings Claims and General Savings Claims are made, which must be kept up to date and accurate, includes:

(a) an indication as to how the savings were calculated, which:

(i) makes clear where the savings relate to the purchase of products or services which are required only once in a Pet's lifetime; and

(ii) where savings relate to Parasiticides, makes clear that the prices used to calculate any savings are the indicative standalone prices for the Pet Care Plan(s) required under Article 9(4)(d) (ie the illustrative Parasiticide example that reflects the typical Pet covered by the relevant Pet Care Plan); and

(b) a savings comparison which shows the savings available on the products and services included in the Pet Care Plan, as compared to purchasing those products or services on a standalone basis, when those products or services which are required only once in a Pet's lifetime (eg microchipping) are excluded from the savings calculation. Veterinary Businesses may choose to make additional savings claims which do include the savings on products and services which are required only once. However, when doing so, they must in accordance with Article 9(7)(a) make clear where those savings relate to such one-off products or services and cannot display such savings claims any more prominently than the savings claim required under Article 9(7)(b).

84. Article 9(8) provides that when a Veterinary Business is calculating any potential savings from a Pet Care Plan, the calculation:

(a) must not include in the savings calculation any services in the Pet Care Plan for which Pet Owners would have to make additional payments;

(b) except where savings claims relate to Pet Care Plans offered across more than one FOP and Article 9(9) therefore applies, must use the indicative standalone price for a year of Parasiticides referred to in Article 9(4)(d) where savings under a Pet Care Plan relate to Parasiticides; and

(c) where the Pet Care Plan includes services offered on an unlimited basis (for example, unlimited consultations), must be based on a reasonable estimate of usage of that product or service. This must be calculated by using the mean number of uses (rounded to a whole number) made by Pet Owners at that FOP during a recent 12-month period which ended no more than 12 months before the savings claim is made, or, with respect to consultations, if the mean is not able to be calculated, based on no more than two consultations per year. Veterinary Businesses must be able to evidence the basis on which they calculated mean usage.

85. Article 9(9) allows for Veterinary Businesses which offer the same Pet Care Plan at each of their FOPs to make a Quantified Savings Claim or a General Savings Claim in respect of all their FOPs (as opposed to doing so on a FOP-by-FOP basis). If they wish to do so, Veterinary Businesses must use the most conservative saving that is or could be achieved by one of its FOPs. This means that any savings figure that is shown in a Quantified Savings Claim, or which underpins a General Savings Claim, must be no greater than the lowest saving available at any of the business's FOPs in respect of the relevant Pet Care Plan.

86. In calculating the savings available from a Pet Care Plan at each of the business's FOPs, in order to ascertain the lowest saving available, the requirements of Article 9(8) apply. This includes using the indicative standalone price for the Pet Care Plan required under Article 9(4)(d) when calculating any per-FOP savings in respect of Parasiticides. Any savings figures used in this context may be expressed as a minimum, for example by using words such as 'at least'.

87. Article 9(10) clarifies that, provided Veterinary Businesses comply with the information requirements set out in Article 9, they are not prevented from providing additional information on their websites or in Pet Owner Communications (eg marketing materials) in relation to a Pet Care Plan offered at one or more of their FOPs. This includes information relating to potential savings from a Pet Care Plan. Any such additional information must not, however, be displayed more prominently than the information Veterinary Businesses are required to provide under Article 9.

88. Articles 9(7) and 9(11) require that the information published by Veterinary Businesses under Article 9, including both the Pet Care Plan Standard Information and the information referred to in Articles 9(4) and 9(7), must be up to date. This includes where Veterinary Businesses change the price of any Pet Care Plan or the standalone price(s) of any product(s) or service(s) included in a plan and extends to marketing materials used by Veterinary Businesses which include price comparison or savings information relating to

such plans. Veterinary Businesses must update the information before any revised prices are charged to Pet Owners. This is to ensure that Veterinary Businesses do not charge prices higher than those displayed on the FOP’s website or in its premises, or make misleading savings claims, in line with the requirements of the DMCCA.

89. Article 9(12) requires that where Pet Care Plans automatically renew, Pet Owners on those plans should be sent a reminder prior to the renewal taking effect. This obligation must be read in conjunction with, and is not a replacement for, requirements imposed by the DMCCA in relation to subscription contracts.

90. An illustration of information a Veterinary Business could provide in respect of one of its FOP’s Pet Care Plans is contained in Annex 2 to this Explanatory Note. Veterinary Businesses may use this as a guide to develop their own Pet Care Plan Standard Information but must refer to the strict requirements imposed in the Substantive Order to ensure compliance.

Submission of information to the RCVS for publication on the Find a Vet platform

91. Article 10 requires Veterinary Businesses operating one or more FOPs, OOH Centres or Referral Centres to submit certain information to the RCVS so that the RCVS can publish the information on its Find a Vet Platform and share it with approved third parties.

92. Article 10(1) requires Veterinary Businesses providing FOP Services or OOH FOP Services to send to the RCVS, for each FOP they operate, their Basic Information (see immediately below) and certain of the information the business is required to provide to Pet Owners under Articles 6 (Practice Information), 7 (Price List), 8 (Parasiticide Price List) and 9 (Pet Care Plans).

93. Basic Information includes a Practice’s Trading Name, its address and Opening Hours, and the types of Pets treated there. Temporary changes to Opening Hours (such as for emergency closures and bank holidays) need not be notified to the RCVS. The requirement to provide information about the type of Pets treated refers to animals which are treated on a commercial basis by the Practice. Veterinary Businesses are not required to submit to the RCVS information on the types of animals they would only treat under their obligations to provide emergency first aid to all species.

94. Articles 10(2) and (3) require Veterinary Businesses providing OOH Provider Services and Referral Services to send, in respect of each OOH Centre or Referral Centre they operate, their Basic Information and certain of the

information they are required to provide to Pet Owners under Articles 6 (Practice Information) and 7 (Price List) to the RCVS.

95. Veterinary Businesses providing OOH Services and Referral Services are not required to provide a Parasiticide Price List or the Pet Care Plan Standard Information to the RCVS in respect of their OOH Centres or Referral Centres, since they are not required to provide this information in respect of those services under those Articles 8 and 9.

96. Articles 10(1) to 10(3) impose an obligation on Veterinary Businesses to include in the information they provide to the RCVS the public URL for each webpage on which the Veterinary Business has published Practice Information, a Price List, a Parasiticide Price List or Pet Care Plan Standard Information in respect of a FOP, OOH Centre or Referral Centre. The provision of the public URLs for these webpages will enable the RCVS to monitor compliance.

97. Article 10(4) provides that, where a Veterinary Business is part of a Group or Network, the name of the Main Entity or its Trading Name must be included in the information sent to the RCVS. This obligation is imposed both on the Main Entity and any Veterinary Business which that Main Entity has Ownership, Control or Influence over (as to which, see paragraphs 42 to 52 of this Explanatory Note).

98. As set out in Article 10(5), information Veterinary Businesses are required to provide to the RCVS under Article 10 must be submitted to the RCVS using either (i) the web form to be made available to Veterinary Businesses by the RCVS for this purpose (the **Find a Vet Web Form**) or (ii) an alternative method approved by the CMA and implemented by the RCVS. The use of the standard web form will enable the RCVS to more readily process the data in the first instance, but Article 10 also provides for the possibility that the RCVS may design a different method in future. Such alternative data transfer methods (for example, API integration or CSV/Excel uploads) may be used as a means by which Veterinary Businesses can satisfy their obligations under Article 10, provided such methods are suitable, feasible and capable of maintaining data integrity.

99. Article 10(6) imposes an obligation on Veterinary Businesses to ensure that all information they provide to the RCVS under Article 10 is accurate and remains up to date. Any changes to prices must be communicated to the RCVS before the revised price is charged to Pet Owners. Non-price

information changes must be communicated to the RCVS as soon as reasonably practicable following such changes.[7]

100. Veterinary Businesses must comply with Article 10 within (i) three months of the RCVS fully meeting its obligations under paragraph 4.1 of the Substantive RCVS Undertakings, or (ii) 12 months from the date the Substantive Order comes into force, whichever is later. The point in (i) would occur when the RCVS has completed its setup of technical solutions to collect and process the information required by Article 10 of the Substantive Order and notified Veterinary Businesses of its compliance with paragraph 4.1 of the Substantive RCVS Undertakings.

Part 3 – Choice of treatments, referrals and diagnostics – Articles 11 - 13

Written Estimates for higher cost treatments

101. Article 11 imposes obligations on Veterinary Businesses operating FOPs or OOH Centres to ensure that Pet Owners are provided with a realistic indication in writing of the sums they are reasonably likely to have to spend on higher cost treatments that a Veterinary Professional has recommended and/or recommends for their Pet.

102. Article 11(1) provides that a Veterinary Business which provides primary care, whether during normal working hours or outside normal working hours (ie in a FOP or OOH Centre), must provide a Written Estimate in certain cases. Those are cases in which a Veterinary Professional recommends a Treatment Pathway which is reasonably likely to meet or exceed a specific Monetary Threshold (initially £500 inclusive of VAT)[8] and where at least 20% of those likely costs are costs that have yet to be incurred and may be incurred in future.[9]

103. What is required under Article 11(1) is an estimate, not a binding offer or quote. It is not required to be precise or exact but should be a reasonable indication based on the Veterinary Professional's judgement, exercising

---

[7] The RCVS will be required to update the Find A Vet platform as soon as is reasonably practicable once they have received revised prices from Veterinary Businesses. Veterinary Businesses are able to charge revised prices once they are communicated to RCVS and need not wait for this revision to be reflected on the Find A Vet website.

[8] Which threshold shall increase over time in £50 increments in line with inflation.

[9] For example, where the Veterinary Professional assessing the Pet estimates that the total cost of the Treatment Pathway is reasonably likely to be £550, and £460 has already been incurred, the element of the total cost that may be incurred in the future does not exceed 20% of the initial Monetary Threshold (initially, £100 inclusive of VAT) and a Written Estimate is not required.

reasonable care and skill and using the information reasonably available[10] at the time the Written Estimate is prepared. Veterinary Businesses are not obliged to undertake additional evidence gathering[11], investigations, reviews of records, analysis or modelling solely for the purpose of producing a Written Estimate.

104. Where a Veterinary Business is unable to provide the Written Estimate in a single document, it may be provided over several documents so long as the necessary information is provided within the timeframes required by the Substantive Order. The format of the Written Estimate (paper or electronic) should be agreed between the Pet Owner and the Veterinary Business.

105. A Treatment Pathway includes the total set of diagnostic tests and/or treatments which the Veterinary Professional, using their judgement and exercising reasonable care and skill, has recommended and/or recommends for the purpose of diagnosing,[12] treating and/or managing what they judge the Pet's medical condition is reasonably likely to be.

106. The obligation is not to identify every possible diagnosis and/or treatment option. Instead, the Treatment Pathway should be limited to those diagnoses and/or treatment options that the Veterinary Professional judges to be reasonably likely (and should not include costs that are merely possible). In practice, this means that a Treatment Pathway would generally cover between one and three reasonably likely diagnoses and, for each diagnosis, between one and three reasonably likely treatment options.[13]

107. The period to which the Written Estimate relates is both three months backward-looking and, in practice, up to 12 months forward-looking (as to which see further below). It includes tests and/or treatments for the purpose of diagnosing, treating and/or managing what the Pet's medical condition is reasonably likely to be which:

(a) have already been provided to, or chosen by, the Pet Owner in the previous three months (insofar as the Veterinary Professional reasonably has access to this information). 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

---

[10] In the ordinary course of clinical events.

[11] Veterinary Businesses are not obliged by this remedy to contact any third parties, including Referral Centres.

[12] Including, where relevant, by positive diagnosis or diagnosis of exclusion.

[13] Each diagnosis and treatment option included in the Treatment Pathway should represent a genuinely different possibility, rather than different versions, stages or degrees of the same diagnosis or treatment option.

(b) are being recommended by the Veterinary Professional and, if chosen by the Pet Owner, are reasonably likely to be provided in future (up to 12 months (again, see further below)).[14,15]

108. To decide whether diagnostic tests and/or treatments already provided or chosen by the Pet Owner in the previous three months form part of the Treatment Pathway, Veterinary Professionals should[16] use their judgement, reasonable care and skill and the information already available[17] to them. They should assess whether those diagnostic tests and/or treatments were undertaken for the purpose of diagnosing, treating or managing the medical condition(s) that, based on their clinical assessment, they judge is (or are) reasonably likely to be affecting the Pet. If so, the tests and treatments form part of the Treatment Pathway.

109. The forward-looking element of the Treatment Pathway requires the Veterinary Professional to use reasonable care and skill to judge (a) what the Pet's medical condition is reasonably likely to be; and (b) the diagnostic tests and treatments it is reasonably likely to need in future (in a period of up to 12 months from the point the professional examines the Pet and assesses what its medical condition is reasonably likely to be and the tests and treatments it is reasonably likely to need).

110. The 'reasonably likely' threshold is particularly important in this context. Vets are expert professionals on whom Pet Owners rely. They are rightly expected to use their judgement and apply care and skill. Accordingly, where they can, using their judgement and reasonable care and skill, assess the diagnostic tests and treatments a Pet is reasonably likely to need in a full 12-month period, that is what they must do. In those circumstances, the Treatment Pathway, and the Written Estimate, must cover that whole period.

111. A Veterinary Professional may not always, however, be able to judge all (or any) diagnostic tests and/or treatments that are reasonably likely in the full 12-month period. In those circumstances, the Treatment Pathway, and the Written Estimate, may cover only the shorter period which can reasonably be

---

[14] If the Veterinary Professional, using their judgement and exercising reasonable care and skill, thinks the Pet would reasonably likely only need tests and treatment for a shorter period than 12 months, that is what the estimate would need to cover (see further below).

[15] Veterinary Professionals can include diagnostic tests and/or treatments over a longer backward-looking time period than three months and/or a longer forward-looking time period than 12 months, if they wish, but they are not required to do so by the Substantive Order.

[16] In the ordinary course of providing veterinary care.

[17] The information which is reasonably available will depend on the circumstances. We expect that Veterinary Professionals will typically have access to a Pet's clinical records and the prices the Pet Owner has recently been charged. There is no obligation to undertake additional evidence gathering, investigations, reviews of records, analysis or modelling for the purpose of producing a Written Estimate.

anticipated, applying the required care and skill, within the overall 12-month period.

112. For example, if, owing to clinical uncertainty around the Pet's condition, the Veterinary Professional can only reasonably anticipate the diagnostic tests and/or treatments that are reasonably likely to be provided in the next one month, they should not include speculative tests and/or treatments beyond that one month period in the Treatment Pathway.[18] In some circumstances, the only step that can currently be identified as reasonably likely may be a diagnostic test intended to diagnose the Pet's medical condition. The Treatment Pathway may at that point be limited to that diagnostic test.

113. The Monetary Threshold, above which a Written Estimate must be provided, is initially set at £500, including VAT. It will be adjusted over time, in increments of £50, including VAT, to reflect cumulative inflation from the 2026 calendar year, measured by the Consumer Prices Index[19] (CPI). The CMA shall publish on its website, by 14 February in each year from 2028[20], the Monetary Threshold that will apply from the following 1 April.

114. The threshold will only increase when cumulative inflation since the 2026 calendar year is sufficient to justify the next £50 increment. For example, if cumulative CPI inflation reaches 10%, the threshold would increase from £500 to £550, including VAT. If, however, cumulative inflation since the 2026 calendar year is less than 10%, the threshold would remain at £500. Where cumulative inflation does not exceed a further £50 increment until 1 April in the second, third or later years, the threshold would not be increased until that point.

115. Article 11(3) states that a Veterinary Business is not required to provide a Written Estimate where the Pet Owner has explicitly (unambiguously and unconditionally) said that they do not want one, for example, in discussions between the Pet Owner and the Veterinary Professional. For instance, where the Treatment Pathway includes euthanasia, the Pet Owner may feel that receiving a Written Estimate would be distressing and tell the Veterinary Business that they do not want to receive one.

116. As to the accuracy and specificity required of a Written Estimate, Articles 11(4) and 11(5) clarify that the amounts estimated should be as accurate and

---

[18] A similar point would apply if the Veterinary Professional was confident that Pet's condition would likely last less than 12-months. In that case, the tests and treatments it is reasonably likely to need would cover a shorter period.

[19] Consumer Prices Index, All Items.

[20] Large Veterinary Businesses must comply with the requirements imposed on them to give Pet Owners with Written Estimates by 22 June 2027, and Small Veterinary Businesses by 22 September 2027.

specific as reasonably possible based on the Veterinary Professional's judgement and their exercise of reasonable care and skill. Some elements of the estimate (some of the forward-looking costs) must be broken down in more detail. That is not required of the backward-looking parts.

117. As to the backward-looking elements, each Veterinary Business is only required to give a total estimated cost for the diagnostic tests and/or treatments which have already been provided or chosen by the Pet Owner (in the previous three months). The Written Estimate should summarise what these were and state the total estimated cost, but need not ascribe a cost to each test or treatment.

118. Looking forwards, each Veterinary Business must ensure that the estimated cost of diagnostic tests and/or treatments reasonably likely to be provided in the next 12 months is presented as either a specific estimated total cost, a range, or a combination of both. The degree of specificity required depends on the confidence with which those costs can be estimated.

119. A specific estimated cost must be provided where, using the required level of care and skill, the Veterinary Professional has a high level of confidence over the cost. That will be the case where, for example, the treatment involves a fixed price procedure. Specific estimates of the cost may be rounded depending on the Veterinary Professional's degree of confidence over them.

120. Where the possibilities covered by a Treatment Pathway and/or the cost of the Treatment Pathway involve a degree of uncertainty which makes it impossible to provide a single number, a range must be provided, including indications of where within any range:

(a) the costs of different possibilities covered by a Treatment Pathway are likely to sit; and

(b) the costs of each possibility are most likely to fall and why, with an explanation of any significant factors that the Veterinary Professional is aware of that are reasonably likely to change in a way which could materially affect that position.[21]

121. Where the Veterinary Professional has different levels of confidence in the possibilities and/or costs of different parts of the Treatment Pathway, it may be appropriate to present the Written Estimate as a combination of a specific estimate for some parts and a range for other parts.

---

[21] The upper bound of any range should be used when assessing whether the Monetary Threshold has been met, such that a Written Estimate, or an update to a previously provided Written Estimate, must be provided.

122. Article 11(4) also states that, where reasonably possible, the Written Estimate must also describe any significant factors that the Veterinary Professional is aware of and that are reasonably likely to change in a way which could materially affect the accuracy of the estimate. This means that, for example, where there is a low degree of confidence in the estimated amount, the Written Estimate (showing a costs range) should include any caveats that are necessary to explain factors which could, in the opinion of the Veterinary Professional, materially affect its accuracy.

123. The description of significant factors that are reasonably likely to change in a way that could materially affect the amount of the estimate will typically be limited to material changes in the assessment of the nature, severity or extent of the Pet's condition which the Veterinary Professional is specifically aware of, rather than routine variations in treatment requirements or prices charged. Veterinary Professionals are not required to identify or describe factors that are merely remote or speculative possibilities.

124. Veterinary Professionals may include in the Written Estimate additional wording, provided that it does not obscure, dilute, or detract from the mandatory information in the Written Estimate, whether through its volume, prominence, placement, or presentation, and that all the requirements of Article 11 are met.

125. As to the breaking down of the forward-looking estimated costs, Article 11(5) sets out relevant requirements. It states that, where the Treatment Pathway involves diagnostic tests and/or treatments to be provided at a FOP or OOH Centre, the Written Estimate must contain a breakdown of the main, distinct and separately priced components of this forward-looking part of the Treatment Pathway. In other words, the specific point or range estimate that the Veterinary Business provides (see above) must be broken down to show which parts of those estimated costs relate to such tests and treatments.

126. While the Substantive Order does not specify what constitutes a main, distinct or separately priced component, it could comprise:

(a) amounts relating to individual medicine products;

(b) amounts relating to other goods and services provided by the Practice;

(c) fees for outside services (for example, Referral Services at a Referral Centre or Cremation Services at a different location); and

(d) charges for administration costs.

127. To comply with Article 11(5), where a Treatment Pathway involves diagnostic tests and/or treatments provided at a FOP or OOH Centre, Veterinary Businesses should seek to provide a breakdown of costs at a level of detail that is commensurate with the Veterinary Professional's level of confidence in the estimated amounts and the extent to which the cost of the main, distinct and separately priced components can reasonably be identified. This will help ensure that Written Estimates do not imply a misleading degree of precision and will signal to Pet Owners the degree of certainty associated with the estimated costs.

128. Article 11(6) states that, where the Treatment Pathway involves Referral Services, the Written Estimate must include an estimate for those elements. The estimate must also advise the Pet Owner that they should seek confirmation of the price from the party which would be providing the diagnostic tests or treatments.

129. What Article 11(6) means is that, where a Veterinary Professional, using their judgement and exercising reasonable care and skill, can anticipate the reasonably likely costs of elements of the Treatment Pathway at a Referral Centre, the Written Estimate must include an estimate for those elements. Veterinary Professionals are not required to make specific enquiries (including enquiries of a Referral Centre), consult published price lists or undertake additional evidence gathering, investigations, reviews of records, analysis or modelling. They are, however, expected to use their judgement and exercise reasonable care and skill (including their knowledge and experience of the available tests and treatments and what they might be expected to cost).

130. Article 11(7) explains when the Written Estimate must be provided. It must be given in sufficient time to enable Pet Owners to consider it and seek an alternative estimate and, in any event, no later than the end of the Working Day following the Vet's recommendation of a Treatment Pathway. Giving a Written Estimate to a Pet Owner on a consent form may be too late to comply with this requirement because, at that stage, the Pet Owner may be committed (contractually or psychologically) to the treatment in question and will not have sufficient time to reflect and choose a different option or decide not to proceed.

131. Article 11(8) states that in emergency situations, where any delay would seriously adversely affect the Pet's health and welfare, a Veterinary Business is not required to provide the Written Estimate in the timeframe described in the above paragraph. However, the Veterinary Business must provide the

Written Estimate once the emergency situation ends.[22] In those circumstances, in accordance with the definition of Treatment Pathway, the Written Estimate must cover any diagnostic tests and/or treatments which have already been provided or chosen during the emergency period.

132. Article 11(9) describes the circumstances when a Written Estimate must be updated by providing a further Written Estimate. A further Written Estimate is required when the Veterinary Professional, using their judgement and exercising reasonable care and skill, estimates that the total cost of the diagnostic tests and/or treatments in the 12-month period running from the date of the original Written Estimate is reasonably likely to increase by either: (a) 20%; or (b) an amount equal to the Monetary Threshold at the time (whichever is lower).[23]

133. For example, where the Monetary Threshold is £500 (including VAT), on 1 February, a Veterinary Professional may be able to reasonably anticipate only the diagnostic tests and treatments that are reasonably likely in the next four months. If the estimated cost for those items is reasonably likely to be £500 - £600 (including VAT), a Written Estimate must be provided. Where, as the Treatment Pathway progresses, the Veterinary Professional identifies additional tests or treatments that are reasonably likely to be provided during the remainder of the original 12-month period, a further (updated) Written Estimate may be required. That would be the case if the additional tests and treatments would cost at least £500 (the Monetary Threshold applicable at the time).

134. The updated Written Estimate must be provided as soon as reasonably possible after the Veterinary Business becomes aware of the need to increase the estimate. The updated estimate must state what diagnostic tests and/or treatments the Pet Owner has already paid for and those they are reasonably likely to need to pay for in the future (with an estimate and a breakdown in line with the requirements set out above). It must also state that the update supersedes the earlier Written Estimate.

135. Article 11(10) provides that the requirement for an updated Written Estimate does not apply where, having received the original Written Estimate, the Pet Owner chose to receive diagnostic tests and/or treatments at a Referral Centre. This exception applies irrespective of whether the Referral Centre the

---

[22] Provided that Veterinary Professional has recommended and/or recommends further diagnostic tests and/or treatments for the Pet's medical condition and the future costs under that Treatment Pathway are reasonably likely to exceed 20% of the Monetary Threshold.

[23] 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 Written Estimate ends.

Pet Owner has been referred to is connected to the Veterinary Business that provided the Written Estimate (whether connected through common ownership or other links, or if it shares premises with another business, including a FOP, but is otherwise operationally independent).

136. Article 11(11) states that each Veterinary Business must retain a copy of the Written Estimate it has provided to a Pet Owner, including a record of any significant factors which are reasonably likely to change in a way which could materially affect the accuracy of the Written Estimate, for 12 months after it has been provided. This applies whether or not the Pet Owner proceeds with any of the tests or treatments referred to in the Written Estimate.

137. The requirement to provide a Written Estimate does not replace the obligations on Veterinary Professionals under the RCVS Codes and Guidance. It is an additional requirement.

Itemised Bills

138. Article 12(1) places an obligation on each Veterinary Business operating one or more FOPs or OOH Centres to provide Pet Owners with a written statement of charges (an **Itemised Bill**) for all Veterinary Services that the Veterinary Business provides to them.

139. Article 12(2) stipulates that the Itemised Bill must be provided to Pet Owners before or at the same time as payment is sought (or taken) for the Veterinary Services. This may be different from when the services are chosen or provided. This requirement is satisfied where the Pet Owner receives the Itemised Bill when making payment, including in the form of a receipt or invoice issued at the point of sale. The Itemised Bill can be provided in paper or electronic form.

140. Article 12(3) states that each Veterinary Business must ensure that each Itemised Bill is sufficiently granular in terms of level of detail to support Pet Owners to:

(a) have a reasonable understanding of the price of individual medicine products;

(b) have a reasonable understanding of the prices they have been charged for Veterinary Services and how those compare to (i) any estimate they were given and (ii) published price lists (without requiring the Itemised Bill itself to provide a detailed comparison to a previous quote or estimate or published price list); and

(c) track their purchases of Veterinary Services over time and make more informed choices over future purchases.

141. Article 12(4) stipulates that each Veterinary Business must, as a minimum, in each Itemised Bill, show the following items separately:

(a) Amounts relating to individual medicine products sold by the Veterinary Business to the Pet Owner.

(b) Amounts relating to other goods and services provided by the FOP or OOH Centre, including any add-ons, such as keepsakes provided with Cremation Services, individually or grouped together into common categories. For example, x-ray, ultrasound and magnetic resonance imaging (MRI) services could be listed, with their prices, individually or presented as a category of imaging services with a price for the set of services in that category.

(c) Amounts relating to services performed by third parties as part of the services provided by the Veterinary Business and/or any charges for additional administration or other services provided by the Veterinary Business.

142. Article 12(5) explains what level of granularity is appropriate for an Itemised Bill where a Veterinary Business provides a fixed-price bundle of goods and/or services to a Pet Owner. For example, this may include a bundle consisting of Tibial Plateau Levelling Osteotomy surgery and follow on physiotherapy services offered at a single price. In this scenario, the Veterinary Business (or its Veterinary Professionals) may not hold cost or price information in respect of each individual component element of the fixed-price bundle and/or would not want to inadvertently mislead Pet Owners that the component elements can be purchased separately. In this situation, an Itemised Bill must, as a minimum:

(a) show the total price of the fixed-price bundle;

(b) identify the main component elements of the bundle by naming and/or describing them (without necessarily showing their individual prices); and

(c) where any of those main component elements in (b) is also sold separately by the Veterinary Business, include the price it could have been bought from the Veterinary Business on a separate (standalone) basis.

143. Each Veterinary Business may use its own names, descriptions and categorisation when setting out goods and/or services on an Itemised Bill.

144. Article 12(6) provides that a Veterinary Business may, at its discretion, provide less detail to Pet Owners in an Itemised Bill if it reasonably considers that giving detailed information could be distressing to the Pet Owner. For example, while Article 12(4) requires each Itemised Bill to give a breakdown of amounts relating to goods and services provided by the FOP so that the Pet Owner has a reasonable understanding of the prices they have been charged, a Veterinary Business may decide that the component elements relating to a Pet's cremation should not be shown.[24]

145. Veterinary Businesses may, at their discretion, split the provision of Veterinary Services across more than one Itemised Bill. For example, an initial consultation and the supply of an individual medicine product may be noted on two separate Itemised Bills.

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

146. The aim of this remedy is to ensure that Veterinary Professionals are always able to offer Pet Owners appropriate and timely information about the treatment and referral options that best meet their needs, and those of their Pets. In particular, this includes providing independent and impartial advice, information about costs and, where appropriate, a range of options.

147. Article 13(1) imposes an obligation on Veterinary Businesses operating FOPs or OOH Centres to put in place and apply written policies and processes which ensure that the Veterinary Professionals who work on behalf of those businesses are able to act in accordance with, and are supported to comply with, the provisions in 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.

148. Article 13(2) specifies that the written policies and procedures must be designed and implemented in a way which is sufficient to address the potential for conflict between:

[24] Itemised Bills must always, nonetheless, show the price of any discretionary add-ons provided to the Pet Owner (for example, fur clippings, urns or paw prints).

(a) any instructions, incentives, influence or (actual or perceived) pressure from a Veterinary Business to or on their Veterinary Professionals to recommend certain diagnostics, treatment options or referrals; and

(b) the ability of Veterinary Professionals to follow the RCVS Codes and apply the Guidance.

149. Veterinary Businesses must act on the written policies and processes by applying them to their business operations.

150. Veterinary Businesses must establish, put in place, and maintain effective mechanisms for monitoring compliance with the requirements of this Article. This could include maintaining a detailed record of any concerns raised by Veterinary Professionals employed by, or acting on behalf of, the Veterinary Business, about their ability to act in accordance with the relevant provisions of the RCVS Codes and Guidance.

Part 4 – Veterinary Medicines – Articles 14 - 18

151. The provisions in Part 4 implement measures to promote greater competition in the sale of veterinary medicines and put downward pressure on high medicine prices.

Pet Owner Awareness of written prescriptions

152. Article 14(1) requires that Veterinary Businesses providing FOP Services must make Pet Owners aware of their ability to request a written prescription, and of potential savings they could make by purchasing a veterinary medicine online or from other third-party retailers. Article 14 does this by requiring the use of standardised literature, messages and notifications across FOPs so that the messaging around the ability to request a written prescription is consistent.

RCVS Written Prescription Literature

153. Article 14(2) provides that Pet Owners (whether they are new or existing clients of a FOP) must be given a digital or physical copy of the RCVS Written Prescription Literature (described in this Explanatory Note as ‘the Literature’). The Literature will be produced by the RCVS which will be responsible for distributing the Literature to Veterinary Businesses under its obligations contained in the Substantive RCVS Undertakings. The Literature will inform Pet Owners about their right to request a written prescription, inform them about the costs of doing so and provide information on where and how written prescriptions can be fulfilled.

154. For Pet Owners who register with a FOP after the Veterinary Business is required to comply with this Article, the Literature must be provided to the Pet Owners at the time they register with the FOP. Veterinary Businesses have discretion (under Article 14(2)(b)) on how to comply in relation to Pet Owners who are already registered with a FOP. For example, a Veterinary Business may send a one-off communication to all such registered Pet Owners at the same time, provide the information to Pet Owners at specific touch points, such as vaccinations or when an appointment is booked, or adopt a mix of approaches.

155. Articles 14(3) and 14(4) provide that the Literature must be displayed in a Clear and Prominent manner on the website relating to each FOP (where the Veterinary Business operates such websites) and the website of the Veterinary Business.

156. Article 14(5) requires Veterinary Businesses to implement any necessary changes needed when the RCVS updates the Literature. Any updates to the Literature will be communicated to Veterinary Businesses by the RCVS (including by email) and on the RCVS website.

Standard Written Prescription Notice

157. Articles 14(6) to 14(9) require Veterinary Businesses providing FOP Services to display a Standard Written Prescription Notice (the Notice) in their waiting room(s) or reception area(s) and in each consulting room, in a Clear and Prominent manner and in at least A3 size. This may be displayed digitally, for example on a screen, provided it is shown in Clear and Prominent manner and at least A3 size. The Notice has been produced by the CMA and is annexed to the Substantive Order (Schedule 2). The CMA and RCVS will host the Notice on their respective websites. The RCVS will provide the Notice to Veterinary Businesses directly (including by email).

158. Article 14(7) requires Veterinary Businesses providing FOP Services to include the applicable and up to date Written Prescription fee at the FOP in which the Notice is being displayed. The Written Prescription fee for the purposes of 14(7) is the prescription fee charged for providing a Written Prescription for the first medication prescribed within (or outside of) a consultation. The Notice is designed to include a blank space for the relevant Written Prescription fee and the digital copy provided by the RCVS will be editable.

159. The CMA will be able to make minor and design-related changes to the Written Prescription Notice, including to keep any QR code or website addresses up to date. Article 14(9) requires Veterinary Businesses to

implement any necessary changes required when the Written Prescription Notice is updated. Any updates to the Literature will be communicated to Veterinary Businesses (including by email) and on the RCVS and CMA websites.

Standard Electronic Message

160. Articles 14(10) and 14(11) provide that the relevant Veterinary Businesses must give Pet Owners a Standard Electronic Message (which reads ‘Written prescriptions are available. See the RCVS website for further information.’) in emails, texts or other electronic communication which confirm or remind them of upcoming consultations. Texts or other electronic communications include whichever format the Veterinary Business prefers such as SMS, MMS, iMessage and WhatsApp messages.

Invoice and Receipt Notification

161. Articles 14(12), 14(13) and 14(14) provide that invoices and receipts which are given to Pet Owners using FOP Services must contain the Invoice and Receipt Notification statement which: (a) explains that written prescriptions are available; (b) includes the Written Prescription fee price for the first medication prescribed within a consultation; and (c) includes a statement that Pet Owners may make a significant saving if they purchase medication from third-party retailers. The wording of the statement must be identical to that contained in the Substantive Order, placed on the footer of the invoice or receipt, and made in a font which is no smaller than the main text used in the invoice or receipt.

Oral offer of a Written Prescription

162. Articles 14(15) and 14(16) require Veterinary Professionals to make an oral offer to the Pet Owner of a Written Prescription during consultations where non-urgent veterinary medicines are being prescribed and where they are not required to be administered by the Veterinary Professional.

Provision of Written Prescriptions

163. Articles 15(1) and (2) require Veterinary Businesses providing FOP Services or OOH FOP Services to take certain steps in response to a Pet Owner requesting a Written Prescription. The purpose of Article 15 is to remove or reduce actual or potential barriers to Pet Owners accessing lower medicine prices which may be available via other retail channels.

164. Once a Written Prescription has been requested, the Veterinary Business must either provide a paper copy to the Pet Owner by the end of the

consultation or prepare a digital copy of the prescription by the end of the second Working Day following the consultation or, in cases where a request for a Written Prescription is made outside of a consultation, by the end of the second Working Day following the request. The counting of the two Working Days commences the day after the consultation or the request is made. For example, if the consultation is at 2pm on Monday, a digital copy of the prescription should be prepared by the end of Wednesday.

165. The digital copy must be ready, within those timeframes, to send to the Pet Owner or to their nominated Authorised Online Retailer (once the Pet Owner has informed the Veterinary Business which such retailer they are going to use). It must be sent as soon as reasonably practicable after it is ready.

166. Digital copies can either be sent directly to an Authorised Online Retailer or given directly to the Pet Owner. This decision is a matter for the prescribing Vet, who when sending directly to an Authorised Online Retailer should request the Pet Owner nominate a preferred Authorised Online Retailer.

167. Article 15(2) states that Controlled Drugs are excluded from the requirement to provide digital Written Prescriptions. This is because Controlled Drugs are subject to additional regulations which, among other things, require a wet ink signature on a prescription.

168. Article 15(3) provides an exception to the requirement to provide a Written Prescription where the Veterinary Professional considers there is a clinical need for the medication to be administered by a Veterinary Professional (for example, certain injectables) or for the Pet to start taking it urgently (for example, administering first aid and pain relief).

Standard Flyer for Ongoing Medication

169. Articles 16(1) to 16(5) stipulate that a Veterinary Business providing FOP services must provide a 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.

170. These Articles ensure Pet Owners who are prescribed Ongoing Medication are given additional information about their ability to request a Written Prescription and that the savings from purchasing long term medication online, or elsewhere, can be significant.

171. The definition of Ongoing Medication refers to medications which are issued repeatedly to treat or prevent the same condition over time. This definition includes parasiticides.

172. The Standard Flyer for Ongoing Medication refers to the document in Schedule 3 of the Substantive Order. It was produced by the CMA and made available to the RCVS as set out in the Substantive RCVS Undertakings. The CMA will be able to make minor and design-related changes to the Standard Flyer for Ongoing Medication, including to keep any QR code or website addresses up to date. The CMA will host the Standard Flyer for Ongoing Medication on its website.

173. Articles 16(2)(a) - (c) provide that the Standard Flyer for Ongoing Medication can be provided to Pet Owners in a physical format alongside the dispensed medication, for example on the dispensing bag in which the medication is provided or (if the Pet Owner requests this) via email at the same time or immediately after the medication is dispensed.

174. Veterinary Businesses may choose to provide the Standard Flyer for Ongoing Medication on dispensing bags provided that its contents are reproduced in full and unamended on the print area and that the necessary legibility requirements are still satisfied. This includes ensuring that the information is presented in a Clear and Prominent manner.

175. Article 16(3) provides that Veterinary Businesses are required to include the applicable and up to date Written Prescription fee charged by the FOP on the Standard Flyer for Ongoing Medication being provided to Pet Owners. The Written Prescription fee for the purposes of 16(3) is the prescription fee charged for providing a Written Prescription for the first medication prescribed within (or outside of) a consultation. The copy of the Standard Flyer for Ongoing Medication provided by the RCVS will allow Veterinary Businesses to edit the Standard Flyer for Ongoing Medication to insert the appropriate figure.

176. Article 16(5) provides an exception to the requirements of Article 16 where Ongoing Medication is provided without charge at the point of dispensing, such as where the Pet Owner is receiving the medication as part of their Pet Care Plan.

177. Article 16(6) requires Veterinary Businesses to implement any necessary changes when the Standard Flyer for Ongoing Medication is updated. Any updates will be communicated to Veterinary Businesses by the RCVS (including by email) and on the RCVS and CMA websites.

Own Brand Medication

178. An Own Brand Medication is a version of a veterinary medicine product that, rather than having the brand name of a manufacturer, has a brand name

given by the retailer or distributor of the product. It can be referred to as a ‘private label’ or ‘white label’ product. Each Own Brand Medication has a Reference Product which is clinically identical to it and is available for Pet Owners to purchase from third-party retailers.

179. Articles 17(1) to 17(4) stipulate that where a Veterinary Business is providing FOP services and a Veterinary Professional is prescribing an Own Brand Medication during a consultation, the following steps must be taken:

(a) the Veterinary Professional must inform the Pet Owner that their Pet is being prescribed an Own Brand Medication and that the Reference Product alternative is available for purchase from third parties such as Authorised Online Retailers;

(b) when the Own Brand Medication is dispensed, the Pet Owner must be provided, in writing, with the name of the Reference Product; and

(c) the labelling which is applied to the Own Brand Medication and on the accompanying invoice must state that the Reference Product alternative is available to purchase from third parties. This labelling does not need to include the name of the Reference Product.

180. The purpose of these steps is to ensure that Pet Owners being prescribed Own Brand Medication receive enough information that they know they are being prescribed such medication, they are made aware that a suitable alternative is available to them, and they are given the specific name of that suitable alternative to allow them to compare prices.

181. Article 17(4) contains a variation to the above requirements for certain cases. Where the relevant Veterinary Professional considers that the Reference Product is not appropriate for clinical reasons, a different medication which they consider to be clinically appropriate in the circumstances should be used instead as the comparator product for the purposes of complying with Articles 17(1) to (3). Reasons to take this approach include where a Reference Product is not available or a more appropriate formulation (for example, chewable versus non-chewable tablets) or a different bottle or package size is available and preferable for a specific Pet’s needs.

Prescription Fees

182. Article 18 imposes maximum fees (also referred to as price caps) on the price which a Veterinary Business can charge for providing Written Prescriptions. This is to enable Pet Owners to benefit from lower prices, greater choice and stronger competition when purchasing veterinary medications.

183. Article 18(1) establishes two price caps and makes clear that they apply to Veterinary Businesses whether they are providing FOP Services or OOH Services (ie in FOPs or OOH Centres). The first cap is on the prescription fee for the first medication prescribed, whether that be within or outside a consultation (the Primary Prescription Fee Cap). The second cap covers each additional medication prescribed in the same consultation or during the same event outside a consultation (the Additional Prescription Fee Cap).

184. The applicable price caps until 31 March 2028 are:

(a) the Primary Prescription Fee Cap: £21.40, inclusive of VAT; and

(b) the Additional Prescription Fee Cap: £12.70, inclusive of VAT.[25]

185. The price cap figures will be adjusted for inflation on an annual basis using CPI[26]. Updated figures will be published on the CMA website by 14 February each year. Any updated price caps will apply from 1 April of the same year. This means that the next updated price cap figures will be published by 14 February 2028 and be effective from 1 April 2028 to 31 March 2029.

186. The adjusted price caps will be calculated in accordance with the following formula and rounded to the nearest 10 pence (all amounts expressed inclusive of VAT):

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

187. The price caps are the maximum amounts which a Veterinary Business can charge for providing a Written Prescription. No additional fees may be charged (for example, additional administration charges for preparing or transmitting a Written Prescription). Veterinary Businesses can charge an amount below the price cap for providing a Written Prescription.

[25] The levels of the Primary Prescription Fee Cap and Additional Fee Cap have been adjusted for inflation in the period from the date of the Final Report in March 2026 and August 2026 based on CPI and rounded to the nearest 10 pence. The Final Report set the levels at £21 and £12.50 respectively, both including VAT.
[26] Consumer Prices Index, All Items.

188. Amendments to, or replacements of, a Written Prescription that are purely administrative should be included in the original Written Prescription fee. They should not incur another charge.

189. The strength of the medication prescribed or the quantity of medication (eg sufficient tablets to last six months) does not affect the applicable price cap. Both should be chosen by the relevant Veterinary Professional based on the specific clinical requirements in each case.

190. Article 18(2) provides that Veterinary Businesses providing FOP and OOH services must put certain policies and procedures in place to ensure there is no difference between the duration that a medication would be prescribed for when it is supplied in a FOP or OOH Centre and when it is issued as a written prescription. This is to avoid written prescriptions being issued for shorter periods than what is offered in Practice, undermining a Pet Owner’s ability to make savings from purchasing medication elsewhere. As per 18(3), this requirement does not apply where Controlled Drugs are prescribed.

Part 5 – Out-of-hours contracts – Article 19

191. Part 5 of the Substantive Order restricts the use and enforcement of certain contractual terms in existing and future agreements for the provision of OOH services for Household Pets to Veterinary Businesses operating FOPs (in other words, contracts between one Veterinary Business and another). The purpose of Part 5 is to ensure that FOPs are able to switch OOH provider more easily should they wish to do so.[27]

192. Article 19(4) provides that Veterinary Businesses which provide OOH Services must not include in New Contracts terms which:

(a) contain a Prohibited Notice Provision. These are provisions which require a Veterinary Business operating a FOP (and to which OOH Services are provided under the contract) to give more than 12 months’ notice to terminate the contract for those OOH Services; or

(b) contain a Prohibited Payment Provision. These are provisions which, amongst other possibilities, require a Veterinary Business operating a FOP which has given and served due notice (of no more than 12 months) to make any payment which is specific to the termination of the contract.

---

[27] The requirements in Article 19 apply to both New Contracts and Existing Contracts for the provision of OOH services for Household Pets. As the scope of the Substantive Order relates to Household Pets, where a contract covers services for both Household Pets and other animals, the requirements apply only to the extent that the contract relates to services for Household Pets.

193. Where a contract is terminated without the required notice, Article 19(4)(b) caps any termination payment at the sum the Veterinary Business operating FOPs would be required to pay in the unserved portion of the notice period, up to a maximum of 12 months. For example, where a contract requires that business to give 12 months' notice and it terminates the contract after giving only 6 months' notice, any termination payment must be capped at the price the business would have been bound to pay for the remaining 6 months of the notice period. Depending on the terms of the contract, the amount due may be a set fee or an amount reflecting reasonably anticipated lost income due under the contract. A requirement to make a greater payment would be a Prohibited Payment Provision under Article 19(4)(b).

194. Article 19(5) addresses Existing Contracts. Where contracts entered into before the Substantive Order comes into force contain either a Prohibited Notice Provision or a Prohibited Payment Provision, those provisions are unenforceable. Veterinary Businesses providing OOH Services must not seek to enforce such provisions and must allow Veterinary Businesses operating FOPs to terminate those contracts by giving no more than 12 months' notice.[28]

195. For example, where a relevant contract requires a Veterinary Business to give 18 months' notice to terminate a contract, that provision would be unenforceable under the Substantive Order. The business would instead be entitled to terminate the contract by giving no more than 12 months' notice.

196. Most requirements of Article 19 apply with immediate effect when the Substantive Order comes into force. There is no need for Veterinary Businesses to renegotiate or formally amend Existing Contracts in order to comply with the Substantive Order.

197. Veterinary Businesses providing OOH Services must, however, take certain administrative steps to ensure that FOPs are aware of the changes imposed by Article 19. In particular, they are required to identify relevant Existing Contracts and write to affected Veterinary Businesses operating FOPs to inform them of their rights under the Substantive Order. Veterinary Businesses providing OOH Services under such relevant contracts must complete these steps within three months of the Substantive Order coming into force.

---

[28] This requirement applies only to any notice period served after the Substantive Order is made and does not apply retrospectively to any notice a FOP may already have served. Any notice period served prior to the Order being made will not count towards the maximum 12 months' notice period.

Part 6 – Cremation Services – Article 20

198. Part 6 contains provisions to ensure that Pet Owners are aware of the options available to them when accessing Cremation Services, are able to access a Basic Communal Cremation if preferred, and have access to clear pricing information before making a decision about the arrangements they make for a deceased Pet. This remedy complements the Ownership Information and the Price List provisions in Part 2 of the Substantive Order which require Veterinary Businesses operating FOPs and Crematoria (and Other Service Providers) to publish Ownership Information and prices.

199. The term 'End-of-Life Care Options' is defined in Article 20(1) and refers to the full range of options available to a Pet Owner. These are:

(a) to purchase a communal cremation or an individual cremation (if offered) from the FOP (most businesses have an arrangement with a crematorium to provide this service);

(b) to make separate arrangements themselves directly with a crematorium; or

(c) to take their deceased pet away for burial at home.

200. Articles 20(2) to (4) provide that all Veterinary Businesses providing FOP Services, OOH FOP Services, or OOH Provider Services (ie in FOPs or OOH Centres) must:

(a) offer a Basic Communal Cremation Service. This must cover the administration, handling and storage of the deceased Pet, transportation to the crematorium, any payment processing fees, and a communal cremation in which a number of animals are cremated together and no ashes are returned to the Pet Owner;

(b) publish the End-of-Life Care Options on the Veterinary Business's website. Each of the End-of-Life Care Options should be set out with equal prominence. This means that each option should be presented clearly and with comparable visibility and weight, so that Pet Owners can understand the full range of options available without one option being given undue emphasis over the others; and

(c) 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.

201. Article 20(5) requires that, where a Pet Owner is considering purchasing Cremation Services, the Veterinary Business must ensure that clear pricing information is provided for both individual cremations (if offered) and communal cremations. The business must:

(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, unless the Pet Owner refuses to receive the information, before the Pet Owner decides which End-of-Life Care Option to pursue for their deceased Pet. This could be, for example, on a consent form, on a separate leaflet, or via email; and

(b) provide, in writing (including via a hard copy document or via email), the price for each discretionary Cremation Add-On which is charged as an extra, unless the Pet Owner refuses to receive this information. This means that where Pet Owners are offered the option to pay extra for certain services (such as fur clippings, urns or paw prints), these must not be included in the price of the Cremation Service but instead shown to Pet Owners separately, for example, on a website or in a brochure.[29] Where such Cremation Add-Ons are provided free of charge, Veterinary Businesses must make this clear to Pet Owners.

Part 7 – Complaints and redress – Articles 21 - 23[30]

202. Part 7 refers to steps which Veterinary Businesses must take in relation to Actionable Complaints. A Complaint means an expression of dissatisfaction, either spoken or written, made by a Pet Owner to a Veterinary Business[31] 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 (ie in a FOP or OOH Centre) of that business.[32] An Actionable Complaint is defined as a Complaint which a Veterinary Business has been unable to resolve within ten working days of it being made to the business.

In-house complaint processes

---

[29] These Cremation Add-Ons do not need to be listed in the FOP's Price List (as required under Article 7).

[30] Articles 21, 22 and 23 only apply to Actionable Complaints received by a Veterinary Business on or after the day on which Veterinary Businesses are required to comply with Articles 21-23.

[31] Including any of its staff.

[32] If it is unclear if a Pet Owner is making a complaint or, alternatively for example, providing feedback, Veterinary Businesses should seek to clarify this with the Pet Owner.

203. Article 21(2) provides that, for each FOP or OOH Centre it operates, a Veterinary Business must have a written in-house Complaint Process which must include and explain certain information about how the business will handle Actionable Complaints. This includes information about how Pet Owners can complain, what Pet Owners can expect after they complain, how a Veterinary Business must respond and by when, and what steps Pet Owners can take if their Actionable Complaint is not resolved by the Veterinary Business.

204. Article 21(2) requires, amongst other things, that Veterinary Businesses' Complaints Processes provide for the businesses to send full letters of response to Actionable Complaints within specified timeframes. A full letter of response must contain the detail required to demonstrate that the Veterinary Business has fully understood the Complaint and how the business has considered the Complaint and reached its conclusions. This may mean, for example, setting out the business's understanding of the Complaint, explaining the actions the business has taken to investigate the Complaint and the outcome.

205. The final response letter should explain what, if any, remedial action the Veterinary Business intends to take. It should clearly state it is a final response letter and provide the Decision Tree[33] so that Pet Owners who remain unsatisfied can consider any further steps they may wish to take. Communications with Pet Owners should be clear and avoid, or explain in plain English, any veterinary or technical terminology.

206. Article 21(3) provides that at each FOP or OOH Centre it operates, a Veterinary Business must:

(a) follow its Complaint Process for all Actionable Complaints that arise;

(b) make the Complaint Process available on its website and have signage in its reception stating that the Complaint Process is available on the relevant website and in hard copy on request;

(c) inform Pet Owners when they register at, or first use, a FOP or services at an OOH Centre, where the Complaint Process can be found by providing a link to the Complaint Process on its website or a hard copy of the process;

---

[33] Defined in Article 21(1) as 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.

(d) signpost Pet Owners to the Complaint Process on invoices;

(e) when an Actionable Complaint arises, provide the Pet Owner with the Complaint Process (either by providing a link to where the Complaint Process can be found online or by providing a hard copy) and a named contact whom the Pet Owner may contact about their Complaint;[34]

(f) seek to understand the Actionable Complaint and, having done this, offer what the business reasonably considers to be a commensurate remedy where it considers there is merit to the Complaint;[35]

(g) review the Complaint Process on a regular basis and train all Veterinary Professionals and client-facing staff on the process; and

(h) 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.

207. Article 21(1) is an important accompanying provision to the substantive and procedural requirements in Articles 21(2) and (3). It explains that the Decision Tree is the document setting out the routes to redress available to a Pet Owner who has a Complaint about a Veterinary Business. The Decision Tree will be published by the RCVS on its website. Article 21 requires Veterinary Businesses to display the Decision Tree and provide it to Pet Owners at certain times. Where the Decision Tree is updated, the RCVS will notify Veterinary Businesses of this (including by email), and Veterinary Businesses should implement any necessary changes to ensure their compliance with Article 21 within one month of being notified of the changes.

Complaint logs

208. Article 22(1) provides that 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, certain information. Veterinary Businesses may add additional fields to record further information if they wish. The Complaint Log must record all Actionable Complaints made to the Veterinary

[34] A named contact may be a veterinary or non-veterinary staff member and in large groups could be a person performing centralised role covering multiple Practices. The role of the named contact is to provide the Pet Owner with one person with whom they can discuss their Complaint.

[35] Remedies can include a range of different actions, for example, acknowledging a mistake and apologising, explaining why a mistake occurred and what has been, or is being, done to prevent it happening again, offering a gesture of goodwill which might in some circumstances include a financial payment. It is for a Veterinary Business to determine the most appropriate and proportionate remedy.

Business in respect of FOP Services, OOH FOP Services, and OOH Provider Services by Pet Owners.

(b) Retain the Complaint Log for each Actionable Complaint for a minimum of one year from when the Actionable Complaint was resolved.

(c) Periodically (for example, annually) review the Complaint Log and make related improvements to services or processes where it is reasonable to do so.

209. Article 22(2) explains that Veterinary Businesses must, if requested to do so by the RCVS, submit to the RCVS their Complaint Process and Complaint Log. The Complaint Log submitted should cover all Actionable Complaints made (regardless of whether they have been resolved or not) within the year preceding the date of the RCVS request and be in the format prescribed in Schedule 4 of the Substantive Order.[36] The Complaint Log submitted to the RCVS must be accurate at the date of submission.

Mediation

210. Article 23(1) provides that 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. The chosen ADR provider must be approved in line with the Alternative Dispute Resolution for Consumer Disputes Regulations 2015 or the DMCCA,[37] as applicable at the relevant time, and must be free at the point of use for Pet Owners.

211. The RCVS has undertaken to contract with an ADR provider which meets these requirements and which will be available as an ADR provider which Veterinary Businesses may choose to use. The ADR provider contracted by the RCVS will be funded by Veterinary Businesses through the levy established by the Funding Order. Where a Veterinary Business chooses to use another ADR provider it may need to pay for that ADR service.

[36] Veterinary Businesses may maintain a log of Actionable Complaints in any format they wish during the normal course of business, but if the RCVS asks the Veterinary Business to submit its Complaint Log this must be done in the format prescribed in Schedule 4 of the Substantive Order.

[37] Part 3, Chapter 4 of the Digital Markets, Competition and Consumers Act 2024

212. Article 23(2) provides that the relevant Veterinary Businesses must participate in mediation in good faith to resolve a Pet Owner's Complaint when all of the listed criteria in this Article have been met.[38]

213. The requirement for the Veterinary Business to engage in mediation 'in good faith' means that it must engage proactively with the mediation process in a genuine attempt to resolve Complaints fairly and without undue delay. The Veterinary Business should be represented in the process by someone of appropriate authority who is able to explain the business's position in relation to the Complaint and resolve the dispute on behalf of the business, including by offering a commensurate remedy where there is merit to some or all of the Complaint.[39] The obligation to participate in mediation rests on the Veterinary Business. Veterinary Businesses should require their staff to support the mediation process.

214. Article 23(4) explains that the obligation on Veterinary Businesses to engage in mediation does not apply where one or more of the following applies:

(a) the ADR provider considers that the Complaint is frivolous or vexatious. Guidance on when a Complaint may be considered to be frivolous or vexatious by the ADR provider is provided in paragraphs 216 to 221 of this Explanatory Note;

(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).

215. Article 23(5) states that the obligation to engage in mediation 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 issue, 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

---

[38] Article 23 sets out the circumstances in which a Veterinary Business is required to engage in mediation. Veterinary Businesses may engage in mediation where they are not required to do so under this Article if they so wish.

[39] The outcome of mediation will not be binding unless both parties accept it as a full and final settlement of the Complaint. Any agreed settlement will then provide the parties with rights they may enforce under contract law if necessary.

(b) other forms of investigation are ongoing in relation to the same Complaint, or the same issues as are raised in the 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. This may occur, for example, when the RCVS investigates the Complaint as a professional misconduct matter or a professional indemnity insurer has been instructed to investigate the Complaint.

Frivolous and vexatious complaints

216. Veterinary Businesses are not required to engage in mediation where the ADR provider reasonably considers that a Complaint is frivolous or vexatious. The ADR provider’s decision should be communicated by the ADR provider to the Pet Owner.

217. A Complaint may be considered to be frivolous where it has no serious purpose, substance or reasonable prospect of establishing a legitimate concern. This would be the case where a complaint is trivial, manifestly lacking in merit, wholly unsupported by evidence, or relates to matters so insignificant that a formal investigation would be disproportionate.

218. A Complaint will not be regarded as frivolous merely because it is more likely to be unsuccessful than successful, mistaken, poorly expressed or difficult to substantiate.

219. A Complaint may be considered to be vexatious where it is pursued in a manner which is unreasonable, persistent or disproportionate, or if it (or the way it is pursued) is intended to harass, burden or disrupt a Veterinary Business rather than seeking a genuine resolution of concerns. This may include where a Pet Owner engages in threatening, abusive or intimidating conduct. In such cases, the manner in which the Complaint is pursued places an unjustified burden on the Veterinary Business.

220. A Complaint will not be regarded as vexatious solely because the complainant is dissatisfied with the outcome, expresses strong emotions, or continues to seek clarification where legitimate issues remain unresolved. The ADR provider should consider the burden created by the manner in which the Complaint is pursued against the need to resolve legitimate concerns.

221. It is for the ADR provider, not the Veterinary Business, to determine whether a Complaint is frivolous or vexatious.

Part 8 – Monitoring, compliance, variation and termination – Articles 24 – 29

Monitoring

222. While the Substantive Order applies to all Veterinary Businesses, the obligations set out in Article 24(1) to (8) to confirm compliance with the Substantive Order to the RCVS and CMA in the form of an Attestation apply only to Veterinary Businesses which operate two or more FOPs or OOH Centres. Such Veterinary Businesses are only required to submit Attestations in relation to those parts of the Substantive Order which apply to them. Veterinary Businesses can submit a single attestation covering all of their FOPs and other locations.

223. Article 24(1) specifies that Veterinary Businesses must confirm to the RCVS that they comply with the following requirements, in order to support the RCVS in monitoring compliance with the Substantive Order:

(a) Part 2: Pet Owner empowerment;

(b) Part 3: Choice of treatments and diagnostics;

(c) Part 4: Veterinary medicines;

(d) Part 6: Cremations; and

(e) Part 7: Complaints and redress.

224. Article 24(2) specifies that Veterinary Businesses must confirm to the CMA that they comply with Part 5 of the Substantive Order on Out-of-hours contracts, in order to support the CMA in monitoring compliance with the Substantive Order. Only Veterinary Businesses to which Part 5 applies are required to submit this Attestation.

225. Article 24(3) sets out that Veterinary Businesses must confirm compliance to the RCVS and CMA:

(a) within 30 days of the date by which they are required to comply with each Article or Part of the Substantive Order;

(b) no later than 30 September 2027 with regard to their compliance from the date of their previous confirmation of compliance in relation to that Article or Part to 31 August 2027; and thereafter

(c) no later than the last working day of September of each year with regard to their compliance from the preceding 1 September to 31 August.

226. Articles 24(4) and (5) require Veterinary Businesses to confirm their compliance in the format stipulated by the RCVS and CMA.

227. Articles 24(6), (7) and (8) state that the Veterinary Business must sign the Attestation to confirm certain information, and specify which individuals are permitted to sign on behalf of the Veterinary Business.

Supply of information to the RCVS and CMA

228. Articles 25(1) and (2) require Veterinary Businesses to supply information and documents to the RCVS and CMA (other than information or documents covered by legal professional privilege), when requested to do so, for the purposes of allowing the RCVS and CMA to monitor Veterinary Businesses' compliance with the Substantive Order and for the CMA to review the effectiveness of the Substantive Order.

229. Article 25(3) provides that Veterinary Businesses shall have a duty to keep for a specified period (which would be communicated by the CMA or the RCVS) records relating to the operation of any provision of the Substantive Order that are specified in writing by the CMA or the RCVS. Veterinary Businesses must produce such records if requested to do so by the CMA or the RCVS, other than information or documents covered by legal professional privilege.

230. Articles 25(4) and (5) require Veterinary Businesses, if they are aware they are not compliant with the Substantive Order, or of the possibility that they will be non-compliant in the near future and such non-compliance cannot be avoided, to report this non-compliance, or such possibility, to the CMA (in relation to Part 5 of the Substantive Order) or to the RCVS (in relation to all other parts of the Substantive Order). They must do so within 14 days of becoming aware that they are not compliant or likely to become non-compliant.[40]

231. The early notification referred to in the preceding paragraph will allow for the CMA or the RCVS to work with the party concerned on actions to end the breach quickly and effectively, and for the CMA to understand whether specific enforcement action is necessary to end any breach. This approach facilitates the efficient use of investigative resources in the CMA, the RCVS and the party concerned.

232. Where a Veterinary Business which operates two or more FOPs or OOH Centres is aware that it is not compliant with any part of the Substantive Order

---

[40] Article 25(6) specifies the information which Veterinary Businesses must include in a report of non-compliance or likely non-compliance in accordance with Articles 25(4) and (5).

it must, in addition to informing the CMA or RCVS of such non-compliance, include this information in its Attestation (which it is required to submit under Article 24 of the Substantive Order). In its Attestation, the Veterinary Business should specify the part of the Substantive Order with which it has not been compliant and the FOPs or other locations in respect of which that is or was the case.

233. Article 25(7) provides that, subject to Part 9 of the Act which restricts the disclosure of certain information, the CMA may publish any information or documents that it has received in connection with the monitoring or the review of the Substantive Order or any provision of the Substantive Order. The CMA may do so to assist in its discharge of its functions under or in connection with the Substantive Order.

Information required by the RCVS from Veterinary Businesses

234. Article 26 requires certain Veterinary Businesses to provide information to the RCVS, to the extent that they have not already provided that information in accordance with Article 5 of the Funding Order.

235. Article 26(1) requires each Veterinary Business which operates a FOP, OOH Centre, Crematorium or Referral Centre on the day the Substantive Order comes into force to provide to the RCVS the information specified in Articles 26(1)(a) – (f). It must provide that information no later than 30 November 2026.[41]

236. Article 26(2) requires each Veterinary Business which begins operating a FOP, OOH Centre, Crematorium or Referral Centre after the day the Substantive Order comes into force to provide to the RCVS the same information as is specified in Articles 26(1)(a) – (f), together with the date the business began operating. It must provide that information no later than 28 days after the date on which it begins operating.

237. Article 26(3) applies where any of the information that a Veterinary Business is required to provide to the RCVS in accordance with Articles 26(1) or 26(2) changes. Where such changes occur, the business must notify the RCVS. It must do so no later than 28 days after the changes occur. For example, if a business opens or closes a FOP or an OOH Centre it must notify the RCVS within that time limit.

[41] With regard to Article 26(1)(d) the individual responsible for communicating with the RCVS about the Veterinary Business's compliance with the Substantive Order does not need to have a FOP, OOH Centre or Referral Centre as their place of work.

Investigation and Enforcement Powers

238. Article 27(1) provides that section 174 of the Act shall apply to the enforcement functions of the CMA under the Substantive Order. This refers to the statutory investigation powers available to the CMA.

239. Article 27(2) requires Veterinary Businesses to allow the RCVS to inspect the business's sites, locations or premises where the RCVS reasonably suspects that the business has breached an obligation under the Substantive Order. This requirement does not give the RCVS new general powers to inspect premises. The requirement is limited to the RCVS's role in monitoring compliance with the Substantive Order.

240. The RCVS will not carry out routine inspection of premises as part of its role in monitoring compliance with the Substantive Order. However, inspections may be appropriate if, for example, there is a high volume of complaints about a particular Veterinary Business or its compliance with particular provisions in the Substantive Order, or if a Veterinary Business's Attestation indicates systemic non-compliance with the Substantive Order.

241. In circumstances in which an inspection is appropriate, the RCVS might, for example, inspect premises to check whether the Veterinary Business is displaying the information which it is required to display in accordance with the Substantive Order. The RCVS will provide Veterinary Businesses with reasonable notice before carrying out any such inspections, in accordance with paragraph 3.6 of the Substantive RCVS Undertakings.

Directions

242. Article 28 provides that the CMA may give directions as to compliance with the Substantive Order and it may vary or revoke any directions so given.

Termination and variation

243. Article 29 provides that the Substantive Order is in force until it is varied or revoked, and that any variation or revocation will not affect the validity or enforceability of any rights or obligations that arose prior to the variation or revocation.

Annexes

Annex 1 – Indicative price lists – An indicative price list with definitions for line items to support practice implementation, and an indicative price list template for optional use by practices.

Annex 2 – Pet Care Plan information - An illustration of information a Veterinary Business could provide in respect of one of its FOP's Pet Care Plans.