

Information Booklet about the work of the RSPCA incorporating the Memorandum of Understanding between the RSPCA and the BVA

This Booklet sets out for veterinary surgeons in private practice information on the work of the RSPCA and advice regarding the handling and financial aspects of dealing with sick and injured owned, wild and stray animals. The Booklet contains the Memorandum of Understanding entered into between the RSPCA and the BVA and it is hoped that adherence to this Memorandum will result in a rapid and humane response to what may be an emergency situation.

For convenience, in this Booklet (including in the Memorandum of Understanding), the following words shall, unless the context requires otherwise, have the following meanings:

Booklet	this information booklet about the work of the RSPCA, for veterinary surgeons in private practice
Branches	branches of the RSPCA which are separately registered Charities in their own right
BVA	British Veterinary Association of 7 Mansfield Street, London, W1G 9NQ
Clinic	clinics set up by Branches to provide veterinary treatment for sick and injured animals subject to welfare assessment of their owners
CVO	Chief Veterinary Officer of the RSPCA
Initial Emergency Treatment	means the provision of emergency care as deemed necessary by the veterinary surgeon.
Memorandum	the Memorandum of Understanding between the RSPCA and the BVA as set out in this Booklet
NCC	the National Control Centre which operates a 24 hour telephone service on behalf of the RSPCA and is responsible for the issuing of log numbers. The priority line number for Veterinary Surgeons is 0300 123 8022
Regional Headquarters	the regional headquarters of the RSPCA. The Regional Headquarters should be consulted regarding arrangements for invoicing. They will also answer any queries if called within normal office hours. See Appendix A for phone numbers.
RSPCA	the national society of the Royal Society for the Prevention of Cruelty to Animals registered charity number 219099 of RSPCA Headquarters, Wilberforce Way, Oakhurst Business Park, Southwater, Horsham, West Sussex, RH13 9RS
Voucher Scheme	an RSPCA scheme where Branches issue animal owners with a voucher that covers the cost of specified treatment for that animal on the premises of a veterinary surgeon.

About the RSPCA

The objects of the RSPCA are “to promote kindness and to prevent or suppress cruelty to animals and to do all such lawful acts as the RSPCA may consider to be conducive or incidental to the attainment of those objectives”.

The RSPCA is a charity and the world's oldest animal welfare organisation. The Branches are separately registered charities, who raise and spend their own funds. As part of its work the RSPCA and its Branches run animal centres, animal hospitals and clinics and dispense treatment to animals both by its own employed veterinary surgeons and by using veterinary surgeons in private practice.

Neutering

As part of its commitment to tackling irresponsible and indiscriminate breeding, the RSPCA routinely neuters animals that it is responsible for. The RSPCA also neuters animals belonging to the general public, eligible for welfare assistance, at its companion animal hospitals or Clinics. Many Branches also have neutering schemes arranged with vets on a local basis.

Vaccination

Veterinary surgeons at RSPCA clinics and animal hospitals carry out vaccination of animals belonging to the general public who are eligible for welfare assistance. Certificates are issued by the veterinary surgeon.

The RSPCA vaccinates dogs and cats that it is responsible for before passing them on to new owners. The new owner is given a printed form (the Record of Vaccination) which provides information of the type of vaccine used, and recommends the new owner take the dog or cat to a veterinary surgeon in private practice for advice on further protection.

Branches and Clinics

Many Branches set up Clinics to provide treatment for sick and injured animals whose owners cannot afford ordinary veterinary fees. All RSPCA Clinics are inspected by a representative from the RSPCA Veterinary Department, are duly licensed by the RSPCA and bi-annually re-inspected.

When a Branch wishes to establish a Clinic, it is required to inform the RSPCA Headquarters, which then informs BVA Headquarters of the proposal. BVA Headquarters then informs the relevant BVA division.

The RSPCA expects the Branch to endeavour to consult with all veterinary surgeons practising in the area to discuss the project. It also requires that where possible and where consistent with obtaining the best standard and value of treatment for animals at the Clinic, all veterinary surgeons practising regularly in the area to be served by the Clinic, whether or not members of the BVA, should be invited to participate in the work of the Clinic.

While no animal or bird should be refused treatment in an emergency, owners who are able to pay ordinary veterinary fees are referred to local veterinary practices for initial and/or subsequent treatment, although the RSPCA may provide treatment if, in the opinion of the RSPCA representative responsible for welfare assessment, an animal would not otherwise receive veterinary attention.

The RSPCA sets various requirements for Branch Clinics, including the following:

- (a) Clinics are to display a notice clearly visible when the Clinic is closed, stating the times of attendance of a veterinary surgeon at the Clinic. The notice must also state the names, addresses and telephone numbers of veterinary practices which have agreed with the Branch that they will provide a 24-hour emergency service for those animals whose owners would normally attend at the Clinic.
- (b) If a Clinic has a telephone, the Branch is to endeavour to ensure that an answerphone message will operate at all times when the Clinic is closed and will give the caller the telephone number of both the NCC and the veterinary practice that has agreed to provide 24-hour cover for the Clinic.
- (c) Welfare assessment. Branches are to make every effort to provide a welfare assessor for Clinic sessions whose duty shall be to receive cases and to enquire into the financial circumstances of their owners.
- (d) Except in emergencies, major operations are not normally to be undertaken at Clinics except at those approved by the RSPCA, but should be referred to the veterinary practice to which the owners would normally have gone if they could afford private veterinary fees. Payment for such operations is a matter for arrangements in each case between the owner of the animal, the veterinary practice, and the Branch

Secretary. Branches are encouraged to make use of the Voucher Scheme in cases that warrant the Branch bearing the cost, or part of the cost, of such operations.

- (e) The Branch is to provide clerical assistance for the keeping of records of cases seen at the Clinic, and assistance for the veterinary surgeon in attendance while he/she is carrying out his/her work.
- (f) The Branch is generally to be responsible for the equipment and maintenance of the Clinic, and may provide medicines, dressings, instruments etc, which shall be in the custody of the attending veterinary surgeon. However, not all Branches provide their own medicines, dressings etc, which are on occasion provided by the attending veterinary surgeon.
- (g) The Clinic is to provide lockable cupboards as necessary for the safe keeping of medicines and instruments, with the keys of such cupboards being held by the attending veterinary surgeon(s).
- (h) The Branch, when advertising the Clinic, is to stress the fact that it operates with the co-operation of the BVA; that it is available only to owners who cannot afford private veterinary fees, and will be subject to assessment; and that treatment is carried out by veterinary surgeons, stating the times at which they will be in attendance.
- (i) The names, addresses and telephone numbers of all veterinary practices in the area are to be displayed at the Clinic to enable an owner to seek professional assistance when the Clinic is closed.

Memorandum of Understanding

1 Introduction

This Memorandum of Understanding (Memorandum) brings up to date the arrangements set out in the agreement between the RSPCA and BVA first entered into in 1939 and last revised in 2001. It replaces and supersedes all previous agreements and Memoranda of Understanding between the RSPCA and the BVA.

The Memorandum should be read in conjunction with the Information Booklet about the work of the RSPCA, including the definitions at the start of that Booklet.

It covers the following matters:

- 1 – Introduction
- 2 – Purpose and Status of this Memorandum
- 3 – Co-operation and Liaison
- 4 – Neutering and Vaccination
- 5 – Clinics and welfare assessment
- 6 – Voucher Scheme
- 7 – Emergency and Accident Cases
- 8 – Miscellaneous

2 Purpose and status of this Memorandum

- 2.1 The purpose of this Memorandum is to clarify arrangements between veterinary surgeons in private practice and the RSPCA to try to ensure that appropriate professional treatment is available for all sick and injured animals which may not otherwise receive treatment. The Memorandum represents the understanding of the parties in relation to these matters.
- 2.2 Through this Memorandum it is the intention of the RSPCA and the BVA to establish good working relationships between practising veterinary surgeons and the RSPCA, working through its five Regional Headquarters, inspectors and animal collection officers, and to provide a basis upon which local Branches and veterinary surgeons practising in their respective areas may also establish such relationships.
- 2.3 This Memorandum is not intended to be legally binding on the RSPCA, the BVA, practising veterinary surgeons or the Branches. Branches are autonomous and separately registered charities in their own right and therefore disperse their Branch funds as they see fit within some parameters laid down by the RSPCA. The RSPCA is not, by reaching this Memorandum with the BVA, entering into any commitments on the Branches' behalf. The RSPCA will ensure that the Branches are aware of this Memorandum.
- 2.4 The guidelines set out in this Memorandum may be implemented through local co-operation between the relevant Regional Headquarters and practising veterinary surgeons in the region and between Branches and veterinary surgeons practising in their respective areas. It is accepted that variations will be required to meet local conditions.
- 2.5 Where a specific service level agreement has been drawn up between a Branch and a veterinary practice in relation to any of the matters set out in this Memorandum, as between that Branch and veterinary surgeon the terms of the service level agreement will prevail in the event of any inconsistency between the service level agreement and this Memorandum.

3 Co-operation and liaison

- 3.1 In accordance with Rule v.9 of the RSPCA's rules, in the interests of co-operation between the RSPCA and the veterinary profession, the RSPCA shall invite to all meetings of its Council a member of the profession nominated by the BVA as Honorary Veterinary Adviser to the Council.

- 3.2 The RSPCA recommends to its Branches that a local veterinary surgeon be co-opted to the Branch Committee, as Honorary Veterinary Adviser. It further recommends that Branch Officers should endeavour to liaise with all veterinary practices situated in their Branch areas, in order to discuss matters of mutual concern.

4 Neutering and vaccination

- 4.1 The BVA and the RSPCA advocate the neutering of pet animals where practicable, unless there are overriding veterinary reasons to the contrary, as an important contribution to solving the problems of irresponsible and indiscriminate breeding. All initiatives to encourage owners to have their pets neutered are supported, since it is recognised that neutering is the principal method of pet population control.
- 4.2 Preventative medicine plays an essential part in controlling disease and maintaining the health and welfare of animals. To this end, the BVA and the RSPCA are committed to measures which encourage owners to ensure that their animals have regular healthcare, including vaccination, worming etc.
- 4.3 The RSPCA may enter into agreements with local veterinary practices for the neutering of animals at a specially reduced rate, subject to welfare assessment of their owners. The RSPCA may make a financial contribution to the cost of the neutering.

5 Clinics and welfare assessment

- 5.1 The RSPCA shall notify BVA Headquarters where any Branch proposes to establish a new Clinic for the treatment of animals. BVA Headquarters shall then inform the relevant BVA division.
- 5.2 Veterinary surgeons shall not treat the animals of their own clients at Clinics, unless the financial circumstances of the client have changed since the client was last seen at the veterinary practice and they satisfy the welfare assessment criteria when they attend the Clinic.
- 5.3 If veterinary surgeons make private use of ancillary diagnostic aids (e.g. x-ray equipment) belonging to the RSPCA, they shall make an appropriate donation to the Branch Clinic fund.
- 5.4 The fee for veterinary surgeons attending Clinics shall be agreed from time to time between the Branch and the veterinary practice concerned. Some veterinary surgeons may wish to act in an honorary capacity for a Clinic.
- 5.5 The RSPCA, through its block insurance policy, shall provide professional indemnity cover for veterinary surgeons whilst exercising their profession on behalf of the RSPCA on RSPCA premises.

6 Voucher Scheme

- 6.1 The Voucher Scheme is designed to enable Branches to obtain treatment at the premises of a veterinary surgeon for those cases they wish to assist. All Branches are recommended to establish such schemes.
- 6.2 Vouchers shall be issued only by accredited representatives of the Branch, whose names shall be made known to the veterinary practice(s) receiving the vouchers.
- 6.3 Vouchers should specify the nature and extent of the treatment to be covered, and how much the Branch is prepared to pay. The voucher should state clearly if VAT is included or excluded. Where this is not indicated, the veterinary surgeon should assume that the sum is inclusive of V A T . If the stated maximum Branch contribution proves insufficient, the veterinary practice must contact the Branch before further treatment is undertaken to seek authority for additional expenditure. In appropriate cases, after welfare assessment, the Branch may decide to meet part of the cost of treatment, leaving the owner to pay the balance to the veterinary practice.

- 6.4 A Voucher shall cover the specified treatment only, or euthanasia. It is not intended to cover a series of treatments, but should the veterinary surgeon deem this to be necessary, he/she should consult the Branch before undertaking further treatment to enable the Branch to decide:
- (a) to what extent it is able to defray from Branch funds the additional fees likely to be involved;
 - (b) whether the subsequent treatment could be carried out at the Branch Clinic, if one exists.
- 6.5 With regard to the treatment of individual cases covered by the Voucher Scheme, the importance of two-way communication between the veterinary practice and the accredited representative(s) of the Branch cannot be overstressed.
- 6.6 If an owner takes an emergency case direct to a veterinary surgeon and subsequently discovers that he cannot meet the cost of veterinary treatment, the Branch may, subject to the normal welfare assessment process, consider to what extent it can help – perhaps by defraying part of the cost of treatment. It is emphasised that in such cases the RSPCA is not automatically responsible for the cost of veterinary treatment, as the owner is the private client of the veterinary surgeon. The veterinary surgeon should not assume that the RSPCA will cover any or part of the cost of treatment until it has agreed to do so.
- 6.7 It is noted that RSPCA officials are frequently asked for the address of the nearest veterinary surgeon, but the giving of this information, which is part of the RSPCA's normal service, does not mean that it will accept responsibility for the cost of treatment and this should be made clear to owners by RSPCA personnel when giving such information. In any event, subject to paragraph 7.1 of this Memorandum, veterinary surgeons must not undertake work on the basis that it will be paid for by the RSPCA unless it has authority from the RSPCA itself to do so.

7 Emergency and accident cases

- 7.1 Veterinarians are obliged by **their professional code of conduct** to provide emergency treatment for all sick or injured animals regardless of the ability to pay of the person presenting the animal. This is detailed in the RCVS Guide to Professional Conduct, Part 2B.
- 7.2 In all cases, subsequent treatment or hospitalisation of an emergency case shall not be the responsibility of the RSPCA or the Regional Headquarters. It may be that the Branch will fund further treatment. However, there must always be prior consultation with the Branch before subsequent treatment or hospitalisation commences and the Branch shall only be responsible for paying for any treatment where it has specifically agreed to do so. However, because branches do not provide a 24-hour contact service and because the RSPCA exists to prevent suffering and cruelty, subject to compliance with paragraphs 7.3 to 7.9 and providing no other statutory responsibility exists to cover the veterinary fees (see paragraph 7.10), the RSPCA is willing to financially assist veterinarians in their Initial Emergency Treatment or euthanasia of emergency cases in the following circumstances, as well as by covering the reasonable cost of a visit to the scene of an accident by a veterinary surgeon or an out of hours surcharge:
- (a) where the owner is unknown and the animal is referred to the veterinary practice by the public
 - (b) wild animals.

Where the owner is known, arrangements must be made via the local Branch. The RSPCA does not accept responsibility for Initial Emergency Treatment of animals where the owner is known.

BVA Council has endorsed the recommendation by the British Small Animal Veterinary Association that veterinary surgeons should treat free of charge small wild mammals and all wild birds brought to their surgeries during normal practice hours. The RSPCA will meet the cost of Initial Emergency Treatment or euthanasia including, if necessary, the reasonable cost of a visit to the scene of the accident by a veterinary surgeon or an out of hours surcharge, of:

- (i) sick or injured larger wild mammals, e.g. deer; or

- (ii) small wild mammals or wild birds brought to a practice out of normal practice hours.
- 7.3 The NCC must be informed of such Initial Emergency Treatment or euthanasia as soon as is practicable and before further treatment is undertaken. A log number will be issued and must be quoted on all invoices submitted to the Regional Headquarters for payment. Appendix A contains relevant addresses and telephone numbers.
- 7.4 A detailed invoice should be sent to the relevant Regional Headquarters as soon as possible following completion of the Initial Emergency Treatment, quoting the log number.
- 7.5 Initial Emergency Treatment means the provision of emergency care as deemed necessary by the veterinary surgeon. The RSPCA will contribute a maximum of £60 towards this provision. This sum will be reviewed every three years to take account of rpi inflation and a revised sum agreed.
- 7.6 It is only in exceptional cases (where there is a life-threatening condition that cannot otherwise be satisfactorily treated) that Initial Emergency Treatment should include such procedures as X-ray diagnosis, blood biochemistry, operative surgery, etc, etc. Except in exceptional circumstances, such procedures should be discussed and cleared with Regional Headquarters, during office hours, before being undertaken, since they would normally be categorised as part of the further investigation and treatment of such cases.
- 7.7 In all cases, where veterinary surgeons submit an account to the RSPCA for work which the RSPCA has agreed to cover, whether as set out above or in specific circumstances, it is the RSPCA's intention that the veterinary surgeon be paid their expenses and a reasonable fee for their time in the circumstances, but equally the RSPCA trusts that the fees rendered will be reasonable and subject to any discount agreed between the RSPCA or the Branch and veterinary surgeon from time to time. The RSPCA accepts that it will often be the case that any fees paid will constitute a contribution to costs rather than full reimbursement and acknowledges the partnership in welfare shared with members of the veterinary profession.
- 7.8 In the case of wild animals and birds, the veterinary surgeon should bear in mind the likelihood in practice of rehabilitating the animal or bird back in the wild. In considering the long-term welfare of the animal, it may be that euthanasia will be more appropriate than treatment.
- 7.9 Police or local authority referred cases:
- (a) Where the Police request veterinary attention to any sick or injured animal, the primary responsibility for the payment of veterinary fees associated with the Initial Emergency Treatment or euthanasia of that animal, rests with the Police.
- (b) However, the Environmental Protection Act 1990 places a duty on local authorities to have a responsibility for stray dogs. This responsibility includes not only collecting and detaining stray dogs for up to seven days, but also includes a duty to properly maintain the dog. Local authorities must appoint an officer for the purpose of discharging these functions, who may or may not be called a dog warden. However, the local authority officer responsible for these functions is likely to be on duty only during normal working hours.
- (c) In all cases involving the Initial Emergency Treatment or euthanasia of sick or injured stray dogs, the veterinary practice should report the facts of the case to the relevant local authority officer as soon as is practicable and get a reference number for the particular case. An account for the Initial Emergency Treatment or euthanasia should be sent to the local authority. Once again, the matter of further investigation and treatment should be discussed with the local authority officer and agreement reached as to the costs likely to be incurred.
- (d) Within the framework of the statutory requirements in relation to stray dogs as outlined in paragraph 7.10 (a) to (d), there are significant local variations in the practical implementation of these requirements and it is therefore recommended that all veterinary practices have in place a local working arrangement with the local authority with regard to the handling of stray dogs at any time of the day or night.

- (e) Where the local authority for one reason or another refuse responsibility for payment for the Initial Emergency Treatment or euthanasia of any sick or injured stray animal, the Regional Headquarters are willing, if necessary and subject to the provisions of paragraphs 7.1 to 7.9, to meet such costs where the owner is unknown. Once again, it is vitally important that there is good written(?) communication between the practising veterinary surgeon and the Regional Headquarters regarding such cases and a RSPCA log number must be obtained for each case and quoted on the subsequent detailed invoice.

8 Miscellaneous

- 8.1 This Memorandum will be reviewed on a regular basis or annually. The review will be co-ordinated by the CVO of the RSPCA and a person nominated by the Member Service Committee of the BVA and will address any changes of circumstance or direction and any outstanding problems of either participant.
- 8.2 If any cause for concern arises at any stage outside of the review referred to above concerning any aspect of one participant's behaviour in relation to or affecting the other's interests, the RSPCA or the BVA as applicable will address these to the CVO or Company Secretary of the other participant as applicable in the first instance. The two parties will endeavour to resolve any problems between themselves via this route and will not be referred to any tribunal or third party for settlement.¹² This should not prevent either participant from resolving matters of a minor nature, directly with the staff concerned without escalation to the persons mentioned above.
- 8.3 This Memorandum may be terminated by either the RSPCA or the BVA by one month's written notice to the other participant.

Accepted and Agreed:

..... Dated:
For and on behalf of RSPCA

..... Dated:
For and on behalf of British Veterinary Association

Appendix A

National Control Centre 0300 123 8022

South and South West Region

RSPCA Regional HQ
Blackhat Lane
Bakers Hill
Exeter
EX2 9TA

0300 123 8238/8239

Wales and West Region

RSPCA Regional HQ
Gonsal Farm
Dorrington
Shrewsbury
Shropshire
SY5 7ET

0300 123 8605

North Region

RSPCA Regional HQ
P O Box BR29
Leeds
LS13 2XL

0300 123 8815/8805

South East Region

RSPCA Regional HQ
Wilberforce Way
Southwater
Horsham
West Sussex
RH13 9RS

0300 123 0118

East Region

RSPCA Regional HQ
P O Box 60
Peterborough
PE1 5SZ

0300 123 8405