

## The Agreement between you and your veterinary practice

Welcome to your payment plan from your veterinary practice. The agreement you have with your practice means you can enjoy the benefits of preventive healthcare for your pet(s).

Your payment plan is administered by The Animal Healthcare Company Limited ("The Animal Healthcare Company") for and on behalf of your veterinary practice. The Animal Healthcare Company's role is to provide administrative services to support the contract between you and your practice. This includes passing your payments onto your practice on a regular basis. Please remember, your Contract is between you and your specified veterinary practice and is not transferable to another. However, if you are considering changing your practice please contact The Animal Healthcare Company who will advise you on how to re-register, ensuring your pet's health is not compromised.

The following points make up the 'terms and conditions' of your Contract with your veterinary practice and are effective from 1<sup>st</sup> August 2015. These are very important and we strongly advise that you read through them carefully, and keep them in a safe place, so that you can refer to them in the future, should you wish to. These terms and conditions should be read in conjunction with your practice's leaflet and any practice-specific notes or requirements in the leaflet will form part of these terms and conditions. In the event of a conflict, your practice's leaflet and any practice-specific notes or requirements in the leaflet will prevail.

### 1. Explanation of terms used

In this Agreement, 'your Contract' means the contract formed between you and your veterinary practice which you have signed and which comprises these terms and conditions, your Application Form and your practice's leaflet; and 'your veterinary practice' and 'your practice' means the veterinary practice named on The Animal Healthcare Company Application Form.

### 2. Plans, categories and fees

The cost, content and delivery of the goods and services paid for by your Contract are set by your practice. There is no insured benefit under your Contract. PLEASE NOTE THAT YOUR CONTRACT IS NOT AN INSURANCE POLICY.

### 3. Treatment to which you are entitled

Your Contract entitles your pet to receive routine treatment required to maintain your pet's health, as prescribed by your veterinary practice. A list of inclusions is available from your practice.

### 4. Treatment to which you are not entitled

Your Contract is limited to the provision of routine preventive health care and only entitles your pet to the treatment required to monitor its health, as specified by your practice.

### 5. Treatment by another veterinary practice

Your Contract is with your practice. Where you choose for your pet to have routine care or treatment provided by a practitioner independently of your practice, your pet will not be covered by your Contract.

### 6. Payment

You must pay your monthly fee by Direct Debit in favour of The Animal Healthcare Company as collecting agent for your practice. Any other amounts due to your practice for treatment not covered by your Contract are payable directly to your practice. Your liability to pay the monthly fee continues until your Contract is ended in accordance with these terms and conditions and no refund of fees will be allowed except in the case of administrative error or death of the pet or client.

### 7. Alteration of monthly fees and categories

Your practice will normally review your pet's monthly fee once a year. Your pet's monthly fee will also change as different age and weight thresholds are reached. Should your pet's fees change, you will be given at least one month's written notice.

### 8. Direct Debit changes

Following a decrease in monthly fee or variation in discount available to you, your Direct Debit will be changed at the next available collection date. Where you are given notice of an increase in your monthly fee, your Direct Debit will be changed at the end of the notice period, unless in the meantime you end your Contract. If you need to change your bank details or any collection dates please contact us 3 working days prior to the due date for collection and we will make the change without charge. We will charge an administration fee of £10 if any of your Direct Debit payments are returned to us unpaid.

### 9. Renewal

#### Annual contract

If your Contract is an annual contract it will be automatically renewed by us at the end of your Contract year, subject to a charge of £1.50 which will be collected via your Direct Debit payments. If you do not want to renew your Contract for a further year then you must provide us with not less than 21 days' notice prior to the end of your Contract year.

#### Monthly contract

If your Contract is a monthly contract, no renewal fee will apply and your Contract will continue from month to month until it is ended and we will continue to collect your monthly payment until your Contract is ended.

### 10. Your responsibilities

You are responsible for ensuring your pet(s) attend(s) the practice regularly and that you comply with the advice and treatment your veterinary practice prescribes for your pet(s). If, in the reasonable opinion of your practice, they are not able to maintain your pet's health due to any act or omission on your part, your practice may end your Contract immediately by giving notice to that effect. If your personal details change or your pet is lost or deceased, you should notify your practice and The Animal Healthcare Company.

### 11. Ending your Contract

You may cancel your Contract by contacting The Animal Healthcare Company or your practice giving not less than 21 days' notice, expiring on the last day for which payment has been made. The practice may end your Contract by giving you written notice expiring on the last day of a month, after not less than one month's notice. If you cancel at any time other than on an anniversary of joining the plan, your practice may charge you either the outstanding amount for treatment received, or the monthly payments due until the anniversary of your plan, whichever is lower.

### 12. Non-payment

If we are unable to collect your monthly payment we will inform you accordingly and attempt to collect the payment from your account within 10 days. You will be charged a £10 administration fee if any of your Direct Debit instalments is returned to us unpaid. Your Contract will be terminated if you default on 3 successive payments.

### 13. Refunds

If The Animal Healthcare Company (acting on behalf of your practice) agrees to refund your fees for whatever reason, your registration for those months will be treated as unpaid and the conditions relating to non-payment will fully apply to you.

### 14. Variation of these terms and conditions

The terms and conditions of your Contract may be varied on one month's written notice given to you by us. If you do not wish the Contract to continue having regard to any variation notified to you, you may end it as detailed in condition 11. If you do not do this by the time the notice expires, you will be deemed to have accepted the variation.

### 15. Contract not transferable

As your Contract is between you and your practice alone, you may not transfer it to another practice. If you need to change to another participating practice, a new contract will be required and the monthly fees may be different.

### 16. Treatment outside of your Contract

Your Contract does not prevent you and your practice agreeing that they will provide treatment outside your entitlement under your Contract. You will be responsible for paying for such treatment directly to your practice.

### 17. Liability

The Animal Healthcare Company administers The Animal Healthcare Company registrations and collects monthly fees on your practice's behalf.

Your Contract is not with The Animal Healthcare Company and The Animal Healthcare Company accepts no liability to you (whether in respect of negligence, breach of contract, defective or unsatisfactory treatment, or otherwise) in connection with any contract it administers on your practice's behalf. The Animal Healthcare Company has no obligation to pay to your practice any payment fees not received by us or any other monies owed by you.

### 18. Disputes

If you are unhappy with any aspect of your pet's veterinary care, you should approach your practice directly.

### 19. Notices

Any notice given to you by your practice under these terms and conditions is considered valid if The Animal Healthcare Company gives it to you on your practice's behalf. Any notice given by your practice or The Animal Healthcare Company is valid if sent to your last known address by ordinary post.

### 20. Your personal data

The main purpose for which we hold and use personal data is to enable us to administer your Payment Plan. We also use personal data for market research, to improve our services to you and our other customers, to comply with legal obligations which we are subject to, to protect our interests and for fraud detection and prevention.

Whilst administering your Payment Plan, we may receive and share personal data with:

- other relevant persons involved in dealing with your Payment Plan
- For example, your veterinary practice dealing with a query regarding your Payment Plan
- persons appointed by the Payment Plan holder and/or under a Power-of-Attorney for a period of time

For example, the pet's owner when different to the Payment Plan holder.

We may provide your personal data to persons who provide services to us – this can include companies operating outside the United Kingdom and the European Economic Area, and to persons engaged in fraud detection and prevention. We operate strict procedures to ensure that your personal data is kept safe and secure.

Where we have your agreement, we may use your personal data to provide you with offers of products and services from The Animal Healthcare Company and other carefully selected partners.

You have the right to know what personal data we hold about you, why we hold it and what we do with it, how long we keep it and to whom we may disclose it. If you wish to find out any of these things or to advise us of a change to your personal data then please write to: The Data Protection Officer, The Animal Healthcare Company Ltd, New Bond House, Bristol BS2 9AG. Please note that a small charge may apply.

### 21. Complaints Procedure

Should you have any cause for complaint about the administration of your Direct Debit then please contact: The Animal Healthcare Company Limited, New Bond House, Bristol BS2 9AG. Telephone: 0800 587 0068. Email: [admin@animal-healthcare.co.uk](mailto:admin@animal-healthcare.co.uk)

### 22. Governing Law and Jurisdiction

You and we agree that this Agreement shall be governed by and construed in accordance with the Law of England and Wales and you and we hereby irrevocably submit to the exclusive jurisdiction of the English Courts.

### The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your The Animal Healthcare Company will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request The Animal Healthcare Company Limited to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by The Animal Healthcare Company or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society – If you receive a refund you are not entitled to, you must pay it back when The Animal Healthcare Company asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.