

## Pet Health Plan Terms and Conditions

Welcome to the Calweton Veterinary Group Pet Health Plan! We are excited to offer this plan that helps you provide your pets with the essential preventative care they need to stay healthy.

These terms and conditions outline the benefits, exclusions, and responsibilities associated with the plan. Please read them carefully before enrolling your pet.

These terms and conditions are governed by the laws of **England & Wales**

### 1. Eligibility and Membership

- 1.1. This plan is available for dogs and cats that are fully vaccinated and registered at Calweton Veterinary Group. Pets with pre-existing conditions may not be eligible or may require additional fee payments.
- 1.2. **Information setting out what is included in the plan from time to time can be found in leaflets at Calweton Veterinary Group or on our website at: <https://calwetonvets.com/pet-health-plan>**
- 1.3. **THE PLAN IS NOT AN INSURANCE POLICY AND DOES NOT COVER FOR EXISTING CONDITIONS, ILLNESSES, ACCIDENTS, HOSPITALISATION OR EMERGENCY CARE.**
- 1.4. Plan membership is exclusive to Calweton Veterinary Group and the registered pet, and is not transferrable.
- 1.5. Calweton Veterinary Group reserves the right to refuse applications for the plan and its benefits.
- 1.6. The direct debit payer must be named on the account with us at Calweton Veterinary Group. Please note that this will provide full consent for the direct debit payer to discuss the pet's treatment with us, authorise treatment (including treatment not related to the plan) and order/book services when required.
- 1.7. Calweton Veterinary Group reserves the right to alter the terms or benefits or withdraw the plan at its sole discretion at any time, on the provision of one month's written notice. Such notice may be given by email, letter, or by way of an update posted on our website. You will be deemed to have accepted any changes on expiry of the notice unless you cancel your plan (see section 6).
- 1.8. Calweton Veterinary Group may cancel your plan if you are in breach of our general customer terms and conditions (available on request or at <https://calwetonvets.com/terms-andconditions-0>). A cancellation fee may apply (see section 6).

- 1.9. If the plan is withdrawn during your plan year, and goods and services paid for but not yet received will be supplied within one month of closure of the plan.

- 1.10. Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which can be found at: <https://calwetonvets.com/privacy-policy-0>

### 2. Term and Renewal

#### 2.1. THE PLAN IS A 12 MONTH PLAN AND

**AUTOMATICALLY RENEWS EACH YEAR** unless we receive a request to cancel as per our cancellation policy (see 6 below). Please note that a cancellation fee will apply if the plan is cancelled mid-year.

### 3. Cost and Payments

- 3.1. The plan fee varies depending on your pet's species and the expected weight of your pet as an adult. If your pet's weight exceeds the weight bracket of your current plan, the direct debit fee will be changed to reflect your pet's weight. This may result in an increase of your direct debit each month.
- 3.2. Monthly payments are administered by The Animal Healthcare Company and full terms and conditions relating to payments, including information on admin fees, late and missed payment charges and direct debit guarantees can be found at: <https://protecteu.mimecast.com/s/t1HBCwEn4FLqDQ6HVpJXi?domain=premiervetalliance.com/>.
- 3.3. The first month's payment must be paid at the start of your pet's membership, direct to the practice or by card via the website digital sign-up page. Only 12 monthly payments will be paid in each plan year.
- 3.4. Plan fees are reviewed once a year. This may result in a mid-year increase in your direct debit payments. The administrators will contact you via email to provide you with notice. If you choose to cancel the plan following a price increase, a cancellation fee as per section 6 may apply.
- 3.5. Unpaid bills relating to fees may be referred to a third party debt collection agency.

### 4. Goods and Services

- 4.1. The provision of goods and services under the plan shall be subject to our general customer terms and conditions which can be found at: <https://calwetonvets.com/terms-andconditions-0>

**4.2.** We will make every effort to dispense Flea and Worming treatment that takes into consideration regulatory requirements, availability, effectiveness and your pet's lifestyle. Any special requests (such as changing to a different product) must be requested at the time of ordering your pet's treatment, however for the avoidance of doubt we have absolute discretion as to the medications and treatments provided as part of the plan.

**4.3.** Once you have requested your pet's flea and/or worming treatment, these can be collected from the practice. You will be informed that these are available to collect via text or email, and collections must be made within 10 working days. Home delivery is not included as standard on our plans. This may be agreed on an individual basis at the practice's sole discretion and subject to additional terms and conditions and charges that will be confirmed to you. In this event, we are not responsible for any treatment going missing in the post.

**4.4.** All our flea and worming treatment is POM-V medication, this can only be dispensed by veterinary practices and will not be available to buy over the counter at other outlets (such as pet shops/supermarkets). POM-V medications can only be dispensed by us if your pet has been seen for a general health check with one of our veterinary surgeons within the last 12 months. We may decline a prescription request and request to see your pet if your pet is due for a general health check. We may also decline your request if treatment has already been provided. Flea and worming treatment can only be dispensed up to 1 week in advance of their due date, based on the last date we dispensed them.

**4.5.** Any goods prescribed by us must be used in accordance with their instructions and must not be used on any pet other than the pet registered under the plan.

## 5. YOUR RESPONSIBILITIES

In applying for membership to the plan you agree that you will:

- 5.1.** Ensure all contact details including home address, email address and contact numbers are kept up to date.
- 5.2.** Inform us of any changes in your pet's health.
- 5.3.** Let us know that you are a member of the plan when you arrange treatment or purchase goods.
- 5.4.** Keep your pet's vaccinations and parasite prevention up to date as recommended by your vet. Calweton Veterinary Group is not responsible for any late or missed treatments, and missed or late treatments cannot be backdated. There will be no refunds issued for plan benefits not used within the plan year and goods and services cannot be claimed after the end of the plan year during which they were due.
- 5.5.** Request flea/worming treatments (these will not be automatically processed by Calweton Veterinary Group). We require 3-5 working days' notice for treatment requests. Prescription requests are monitored Monday to Friday, and requests will not be processed on weekends or Bank Holidays. Delays are likely during festive periods.

**5.6.** Ensure your bank or building society is authorised to have direct debits set up.

Calweton Veterinary Group is not responsible for cancellations outside of its control (such as banks or building societies declining the direct debit set up).

**5.7.** Ensure all plan direct debits are paid on time. We may contact you for payment for any missed direct debits, and these must be paid within 24 hours. If no payments are made, or you fail to bring any missed payments up to date, Calweton Veterinary Group may cancel the plan. You may be required to pay a cancellation fee as a result (see section 6).

## 6. Cancellations

**6.1.** You may cancel your Contract by contacting the practice in writing within the cancellation period, which is 14 days following the start of your contract. You will be charged for any treatment received up to the cancellation date.

**6.2.** Outside of the period stated in clause 6.1, if you would like to cancel the plan, please contact the practice in writing, giving no less than 21 days' notice expiring on the last day for which payment has been made. Any direct debits that are currently processing may still be debited to your account.

**6.3. IF YOU CANCEL AT ANY TIME OTHER THAN THE ANNIVERSARY OF JOINING THE PLAN, WE MAY CHARGE YOU FOR EITHER THE COST OF TREATMENTS AND SERVICES UNDER THE PLAN, OR THE VALUE OF MONTHLY PAYMENTS DUE UNTIL THE ANNIVERSARY OF THE PLAN, WHICHEVER IS LOWER.**

**6.4.** Cancellation fees must be paid within 7 days of being processed. You will be informed of the cancellation fee by email or letter.

**6.5.** No refunds will be issued for unused portions of the plan at the date of cancellation.

**6.6.** Paying the cancellation fee will not reinstate the plan benefits. If the plan is cancelled, the benefits can only be reinstated at Calweton Veterinary Group's discretion. Reinstatement must be requested by email within 7 days of the cancellation fee being processed. Please note, the plan can only be reinstated once (at Calweton Veterinary Group's discretion), and if cancelled again, there will not be an option for further reinstatement.

**6.7.** In the event your pet dies, your membership will be cancelled as soon as reasonably practicable subject to you notifying us of the same, and the practice will discuss with you any amounts due.

## 7. Contact Us

**7.1.** If you have any questions about the Calweton Veterinary Group Pet Health Plan, please do not hesitate to contact us at 01579 383231 or [reception@calwetonvets.co.uk](mailto:reception@calwetonvets.co.uk)

## The Agreement between you and your veterinary practice.

Welcome to your payment plan from your veterinary practice. The agreement you have is with your practice which means you can enjoy the benefits of preventative 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 to your practice on a regular basis. Please remember, your Contract is between you and your 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> December 2021. 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 promotional materials and 'your veterinary practice' and 'your practice' means the veterinary practice names 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 fees 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 10 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

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 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 may be terminated if you default on 3 successive payments at your practice's discretion.

### 13. Refunds

If The Animal Healthcare Company (acting on behalf of your practice) agree to refund your fees for whatever reason, your registration for those months will be treated as unpaid and the conditions relating to a nonpayment 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 regarding 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 administer The Animal Health Company registration and collects monthly fees on your practice's behalf.

Your Contract is not with The Animal Health 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 give 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 email address.

#### 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 marketing 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 you 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, The Quorum, Bond Street, Bristol, BS1 3AE. Please note that a small charge may apply.

#### 21. Complaints Procedure

Should you have any cause of complaint about the administration of your Direct Debit then please contact: The Animal Healthcare Company, The Quorum, Bond Street, Bristol, BS1 3AE. Telephone 0117 3700 300 or email [pcp@premiervetalliance.co.uk](mailto:pcp@premiervetalliance.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.

#### 23. Home Delivery of veterinary and pet care products (Products)

Unless otherwise agreed, Products will be delivered to the address as shown on the Agreement at scheduled intervals. We use reasonable efforts to deliver Products within 14 days of the planned date of shipment. Delivery may take longer. If there is likely to be a long delay, we will contact you by email. We may cancel any order that cannot be fulfilled for any reason. If we do so we will issue a full refund of any money paid for that order.

The packaging of the Products delivered may differ from that shown on our promotional literature. We may switch types/brands of Products when required. We will inform you of any such changes. You can refuse to accept such substitutes, in which case we will offer you a refund or a replacement.

If any Products arrive damaged (or get lost on the way to you) we will at our sole discretion refund or replace them. All damages must be notified to us within 5 days of receipt or we may be unable to replace or refund. If you ask for your delivery to be left somewhere or provide any other delivery instructions, we will be unable to refund or resend items. We recommend not leaving such delivery instructions wherever possible but requesting delivery to you at an alternate address instead (such as a work address). Please note that it is your responsibility to ensure the product can be delivered safely to your address (i.e. away from children and pets) and once delivered is stored safely and used as directed.

The Consumer Rights Act 2015 says Products must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product you're entitled to the following: (a) for up to 30 days after delivery, if your Products are faulty, you can get a replacement or refund; and (b) for up to six months after delivery, if they can't be replaced, then you're entitled to a full refund, in most cases. Exceptions apply. Please contact The Animal Healthcare Company as soon as possible if you consider any Product faulty or not as ordered.

Nothing in this contract affects your legal rights under the Consumer Rights Act 2015. You may also have other rights in law. Please contact Citizens Advice or seek professional advice to find out more about your legal rights.

#### 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 payments, The Animal Healthcare Company will notify you 10 working days in advance of your accounts 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 any 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.