



79 Tavistock Road, Callington, PL17 7RD t: 01579 383231
e: reception@calwetonvets.co.uk w: calwetonvets.com

The VetPartners Pet Health Plan Terms and Conditions

Welcome to the VetPartners Pet Health Plan! We are excited to offer this Plan which provides your pets with essential preventative care to help them 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. You and Calweton Veterinary Group also submit to the exclusive jurisdiction of the English Courts, save where you live in Wales, Scotland, Northern Ireland, Jersey or Guernsey, in which case both you and Calweton Veterinary Group can also bring a claim in the courts of the country you live in.

In addition to these terms, you agree to the Payment Administration Terms and Conditions, a copy of which has been provided to you and is referenced in section 3.2 of these terms.

1. ELIGIBILITY AND MEMBERSHIP

1.1 This Plan is available for dogs, cats and rabbits that are fully vaccinated and registered at a VetPartners practice. Pets with pre-existing conditions may not be eligible or may require additional fee payments.

1.2 Plan membership is exclusive to the registered pet and your primary registered

Practice (**Calweton Veterinary Group**). It is not transferable to any third party, and/or between pets and/or different Practices.

1.3 Information setting out what is included in the Plan can be found in leaflets at Calweton Veterinary Group or on Calweton Veterinary Group's website.

1.4 Any price comparisons or savings information provided in promotional materials are for illustrative purposes only.

1.5 THE PLAN IS NOT AN INSURANCE POLICY AND DOES NOT COVER FOR EXISTING

CONDITIONS, ILLNESSES, ACCIDENTS, HOSPITALISATION OR EMERGENCY CARE.

1.6 **Calweton Veterinary Group** reserves the right to refuse applications for the Plan and its benefits.

1.7 Treatments, goods and services included in the Plan are subject to availability. We reserve the right to temporarily vary the Plan and, where possible, provide reasonable alternatives in the event of supply shortages or other circumstances beyond our control.

1.8 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.



vetPartners



79 Tavistock Road, Callington, PL17 7RD t: 01579 383231
e: reception@calwetonvets.co.uk w: calwetonvets.com

1.9 Calweton Veterinary Group reserves the right to alter the terms or benefits of the Plan in its reasonable discretion at any time, including for legal or regulatory reasons or any other reason which is beyond our reasonable control, on the provision of one month's written notice. Calweton Veterinary Group also reserves the right to withdraw the Plan entirely from the market at any time for any reason on the provision of three months' written notice. Such notices 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).

1.10 Calweton Veterinary Group may cancel your Plan if you are in serious breach of Calweton Veterinary Group's general customer terms and conditions (available on request or on the Calweton Veterinary Group website). In particular, Calweton Veterinary Group may cancel your Plan if you do not pay for any non-Plan related treatments, services or products you choose to buy from Calweton Veterinary Group. In these circumstances a cancellation fee may apply (see section 6).

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

1.12 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 via the Calweton Veterinary Group.

1.13 You must be aged 18 or over to take out the plan.

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 section 6 below). Please note that a cancellation fee may apply if the Plan is cancelled mid- year in accordance with these terms.

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 actual weight. This may result in an increase of your direct debit each month.

3.2 Monthly payments are administered by The Animal Healthcare Company / Premier Vet Alliance. Full Payment Administration Terms and Conditions relating to payments, including information on admin fees, late and missed payment charges and direct debit guarantees can be found below.

3.3 The first month's payment must be paid at the start of your pet's membership, direct to Calweton Veterinary Group or by card via the website digital sign-up page. Only 12 monthly payments will be paid in each Plan year.

3.4 The Plan fees are reviewed once a year. This may result in a mid-year increase in your direct debit payments if you started the Plan midway through our review cycle. The administrators will contact you via email to provide you with one month's notice of the price increase. If you choose to cancel the Plan following notification of 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 on Calweton Veterinary Group's website.

4.2 We will make every effort to dispense parasite treatments that takes into consideration regulatory requirements, availability, regional risks, effectiveness, your pet's lifestyle and your personal 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 whether we can accommodate any special requests as to the parasite treatments provided as part of the Plan.



vetPartners



79 Tavistock Road, Callington, PL17 7RD t: 01579 383231
e: reception@calwetonvets.co.uk w: calwetonvets.com

4.3 Once you have requested your pet's parasite treatment/s, these can be collected from Calweton Veterinary Group. 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 Calweton Veterinary Group's sole discretion and subject to additional terms and conditions and charges that will be confirmed to you. In this event, (i) we are not responsible for any treatment/s going missing in the post, and (ii) 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.

4.4 The vast majority of our parasite treatment is POM-V medication, which 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 ask 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. Parasite treatment can only be dispensed up to 1 week in advance of its due date, based on the last date we dispensed them.

4.5 Any treatments prescribed by Calweton Veterinary Group 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 registered with Calweton Veterinary Group 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.

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 parasite 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. You may also be charged a missed payment administration fee by the direct debit administrator. If you default on more than one consecutive payment or you fail to bring any missed payments up to date, Calweton Veterinary Group may at its absolute discretion cancel the Plan. You may be required to pay a cancellation fee as a result (see section 6).

6. CANCELLATIONS

6.1 The Plan represents a contract between you and Calweton Veterinary Group. If you change your mind, you may cancel this contract by contacting Calweton Veterinary Group in writing within 14 days from the day after the day on which your contract first starts ('cooling off period'). If you cancel within the cooling off period, you will be entitled to a refund of any sums you have paid to us in relation to the Plan in accordance with section 3.3, but we may deduct an amount which represents a fair proportion of the services already provided to you, based on the length of your membership and the value or cost of any treatments and services received up to the cancellation date. **In the event this amount exceeds any refund due to you, we will require you to pay the difference to us.**



vetPartners



79 Tavistock Road, Callington, PL17 7RD t: 01579 383231
e: reception@calwetonvets.co.uk w: calwetonvets.com

6.2 After the cooling off period, you may give us notice of **non-renewal** at least 21 days' prior to the

next scheduled annual renewal date (being the anniversary of the date on which you joined the Plan). If you do so, we will cancel the renewal of the Plan and it will end automatically on the next anniversary date. The Plan shall remain active until that date and any payments up to that date shall remain due and payable.

6.3 If you would like to **cancel** the Plan before the next annual renewal date, please contact Calweton Veterinary Group in writing, giving no less than 21 days' notice. In this case, the Plan will end after the direct debit collection that follows the expiry of the 21-day notice period, and an early cancellation fee may apply, as set out in section 6.5. Any direct debits that are currently processing may still be debited from your account.

6.4 You may **cancel** the Plan with immediate effect by giving Calweton Veterinary Group notice in writing, if Calweton Veterinary Group is in serious breach of the Plan terms or its general customer terms and conditions (available on request or on the Calweton Veterinary Group website).

6.5 IF YOU CANCEL AT ANY TIME OTHER THAN THE ANNIVERSARY OF JOINING THE PLAN (AND OTHER THAN IN ACCORDANCE WITH SECTION 6.4) OR IF CALWETON VETERINARY GROUP TERMINATES THE PLAN IN ACCORDANCE WITH SECTIONS 1.10 OR 5.7, WE MAY CHARGE YOU FOR EITHER THE COST OF TREATMENTS AND SERVICES WHICH HAVE ALREADY BEEN USED UNDER THE PLAN (TO THE EXTENT THIS COST EXCEEDS THE AMOUNT ALREADY PAID UNDER THE PLAN AT THE DATE OF CANCELLATION), OR THE VALUE OF MONTHLY PAYMENTS DUE UNTIL THE ANNIVERSARY OF THE PLAN, WHICHEVER IS LOWER.

6.6 Cancellation fees must be paid within 7 days of being notified to you. You will be informed of the cancellation fee by email or post.

6.7 No refunds will be issued for unused portions of the Plan at the date of cancellation.

6.8 Paying the cancellation fee will not reinstate the Plan. 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.

6.9 In the event your pet dies, your membership will be cancelled as soon as reasonably practicable subject to you notifying Calweton Veterinary Group of the same. In that case, Calweton Veterinary Group will discuss with you any outstanding amounts due from you under the Plan.

7. VARIATION OF THESE TERMS

These terms and conditions and any associated terms, including the Payment Administration Terms and Conditions, may be varied by Calweton Veterinary Group on giving you at least one month's notice.

8. SEVERANCE

If any provision of these and conditions are found to be invalid, unlawful or unenforceable by a court to any extent, such provision will to that extent be severed from the remaining provisions, which will continue to be valid to the fullest extent permitted by law.

If you have any questions about the VetPartners Pet Health Plan, please do not hesitate to contact Calweton Veterinary Group using the contact details available on the website.



Your Pet Health Plan – Payment Administration Terms and Conditions

Welcome to your Pet Health Plan, provided by Calweton Veterinary Group.

These payment administration terms and conditions form part of your Pet Health Plan contract. 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 payment administration terms and conditions are supplemental to and should be read in conjunction with your VetPartners Pet Health Plan terms and conditions, and your inclusions leaflet. In the event of a conflict, the VetPartners Pet Health Plan terms and conditions, Calweton Veterinary Group's inclusions leaflet and any practice-specific notes or requirements in the leaflet will prevail over these payment administration terms and conditions.

Payments for your Pet Health Plan are administered for and on behalf of your veterinary practice by either: The Animal Healthcare Company Ltd (Reg. No. 03302348) or Premier Vet Alliance Limited (Reg. No. 07267818) (each a "Payment Plan Provider"). To find out which Payment Plan Provider is administering your Pet Health Plan, please contact Calweton Veterinary Group.

The Payment Plan Provider's role is to provide administrative services to support the Pet Health Plan. This includes passing your payments to Calweton Veterinary Group on a regular basis. Please remember, your Pet Health Plan is between you and Calweton Veterinary Group and is not transferable to another practice. However, if you are considering changing Calweton Veterinary Group, please contact your Payment Plan Provider who will advise you on how to re-register, so that your pet's health is not compromised.

1. Explanation of terms used

In this agreement, 'your Contract' means the Pet Health Plan contract formed and agreed between you and your veterinary practice which comprises the VetPartners Pet Health Plan terms and conditions, these payment administration terms and conditions, and your application form; and 'your veterinary practice' and 'Calweton Veterinary Group' means the veterinary practice named on these materials.

2. Plans, categories, and fees

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

3. Payment

You must pay your monthly fee by Direct Debit to the Payment Plan Provider as collecting agent for Calweton Veterinary Group. Any other amounts due to Calweton Veterinary Group for goods and/or services not covered by your Contract are payable directly to Calweton Veterinary Group. Your liability to pay the monthly fees continues until your Contract is ended in accordance with the VetPartners Pet Health Plan terms and conditions.

4. Direct Debit changes

Your monthly fee may change as described in the VetPartners Pet Health Plan terms and conditions.

If a change in your monthly fee is due to take effect, your Direct Debit will be changed at the next applicable collection date. If you need to change your bank details or any collection dates, please contact the Payment Plan Provider no less than 10 working days prior to the due date for collection and the Payment Plan Provider will make the change without charge. If less than 10 working days' notice is given, the Payment Plan Provider will make the change without charge, but it may not be effective until the following collection date.

5. Renewal

Your Contract is for a fixed minimum period and automatically renews, as described in the VetPartners Pet Health Plan terms and conditions.

6. Non-payment

If the Payment Plan Provider is unable to collect your monthly payment, it will inform you accordingly and re-attempt to collect the payment from your account in 10 working days. You will be charged a £10 administration fee for each attempted Direct Debit instalment that cannot be collected. You authorise the Payment Plan Provider to set up a one-off Direct Debit to collect this fee for each missed payment. You will be notified in advance of the date and amount of any such payment, in accordance with the Direct Debit Guarantee. Your Contract may be terminated at Calweton Veterinary Group's discretion if you default on successive payments, in addition to its other termination rights under the Contract.

7. Refunds

If the Payment Plan Provider (acting on behalf of Calweton Veterinary Group) agrees to refund your fees for whatever reason, your registration for those months will be treated as unpaid by Calweton Veterinary Group, and the terms and conditions in the VetPartners Pet Health Plan terms and conditions relating to non-payment will fully apply to you.

8. Treatment outside of your Contract

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

9. Liability

The Payment Plan Provider administers your registration and collects monthly fees on Calweton Veterinary Group's behalf but is not responsible for provision of the plan and associated goods and/or services.

Your Contract is not with the Payment Plan Provider and it 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 Calweton Veterinary Group's behalf. It has no obligation to pay to Calweton Veterinary Group any payment fees not received by the Payment Plan Provider, or any other monies owed by you.

10. Notices

Any notice given to you by Calweton Veterinary Group under these terms and conditions is considered valid if the Payment Plan Provider gives it to you on Calweton Veterinary Group's behalf. Any notice given by Calweton Veterinary Group or the Payment Plan Provider is valid if sent to your last known email or postal address.

11. Your personal data

The main purpose for which the Payment Plan Provider holds and uses your personal data is to enable them to administer your Payment Plan. The Payment Plan Provider may also use your personal data for marketing and research, to improve its services to you and its other customers, to comply with its legal obligations, to protect its legitimate business interests and/or for fraud detection and prevention.

Calweton Veterinary Group and the Payment Plan Provider are independent controllers of any personal data they each hold about you. The use of your personal data is subject to:

- Calweton Veterinary Group's Privacy Policy which is available on request from Calweton Veterinary Group or on Calweton Veterinary Group's website;
- the Payment Plan Provider's Privacy Policy (as applicable) which is available at premiervetalliance.com/privacy-policy

12. Complaints Procedure

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.

Should you have any cause of complaint about the administration of your Direct Debit then please contact the relevant Payment Plan Provider:

- The Animal Healthcare Company at The Quorum, Bond Street, Bristol, BS1 3AE. Telephone 0117 472 5500 or email VPHealthPlan@premiervetalliance.co.uk.
- Premier Vet Alliance Ltd at The Quorum, Bond Street, Bristol, BS1 Telephone 0117 472 5500 or email VPHealthPlan@premiervetalliance.co.uk.

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.

13. Governing Law and Jurisdiction

You and Calweton Veterinary Group agree that this Contract shall be governed by and construed in accordance with the laws of England and Wales. You and Calweton Veterinary Group also hereby irrevocably submit to the exclusive jurisdiction of the English Courts, save where you live in Wales, Scotland, Northern Ireland, Jersey or Guernsey in which case both you and Calweton Veterinary Group can also bring a claim in the courts of the country you live in.

14. Severance

If any provision of these terms or any provisions of any Contract are found to be invalid, unlawful or unenforceable by a court to any extent, such provision will to that extent be severed from the remaining provisions, which will continue to be valid to the fullest extent permitted by law.

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 Payment Plan Provider will notify you 10 working days in advance of your accounts being debited or as otherwise agreed. If you request the Payment Plan Provider 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 Payment Plan Provider 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 Payment Plan Provider 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 the Payment Plan Provider.