

## **The Pet Health Plan Terms and Conditions**

These are the Terms and Conditions for the Pet Health Plans run by Carton Veterinary Clinic Ltd

By signing up a pet to the Pet Health Plan you warrant that you are a consumer (being a person acting outside the course of his or her business or trade). Nothing in these terms and conditions affects any statutory rights you may have as a consumer. Please read through the following terms and conditions before signing up to the Pet Health Plan.

### **1. The Contract**

In this contract: 'we', 'us', or 'our' means the veterinary practice listed in the Registration Form; 'contract' means contract formed between you and us in respect of the Services listed as part of your pet's plan and including these terms and conditions; 'pet' means the pet who is identified on the Registration Form who is able to receive the Services; 'Registration Form' means the online registration form in relation to the Services to which these conditions are attached; 'Services' / 'Pet Health Plan' means the Pet Health Plan preventative healthcare services and products for your pet as noted in the Registration Form and further details of which are available from us; 'you' or 'your' means the person or persons named as the pet owner on the Registration Form.

TrustVet are the subscription management company that manages the online sign up process and administers payments.

### **2. The Annual services**

2.1 In consideration of the payment by you of the charges noted in your subscription you will be entitled to receive the benefits listed in your plan. Up to date plans and benefits can be found on our website.

**2.2 Please note this plan does not cover visits outside of normal hours and does not cover visits to any other veterinary clinic. Where your pet receives medication or additional tests or treatments that are not covered under your plan, you must pay for these treatments at the time of your visit.**

### **3. Payment**

3.1 You agree that you will make monthly or annual payments by registering through the portal on our practice website of the sum shown on our website payable monthly or annually in advance. The payments will be collected and managed by our partners TrustVet. The first payment will include a once off sign up fee as specified on our website

3.2 We reserve the right to increase the monthly price shown on our website at our absolute discretion provided that we give you not less than 30 days notice in writing of such increase. If you do not agree with the increase you may terminate your membership with by contacting TrustVet our subscription management company preferably by e-mail ([support@trustvet.com](mailto:support@trustvet.com)) within 30 days of receiving notice of the increase. Correspondence sent to the e-mail address provided by you and will be treated as adequate notice of a price increase.

3.3 If you fail to make any monthly payment on the due date for payment we shall be entitled to suspend the provision of goods and services to you until you have paid the overdue sum in full. . If payment is outstanding 2 weeks post due we will inform you and attempt to take a double payment on the next payment due date. If you default on two successive payments, we reserve the right to cancel your plan and seek to recover any outstanding sums.

3.4 If any monthly payment remains unpaid more one month after it has become due, we may terminate your membership with immediate effect by giving notice to you.

3.5 We reserve the right to terminate your membership immediately should your account at our veterinary practice go into arrears.

3.6 All payments collected by TrustVet on our behalf are inclusive of VAT and for the avoidance of doubt no interest is charged on payments made under this agreement.

#### **4. Term**

Unless terminated earlier your plan or will continue for an initial term of 12 months and shall automatically renew until such time as it is terminated by you or us in accordance with clause 5. Accordingly you agree that your subscription fee will be billed automatically at the beginning of each renewal period to the credit or debit card you have provided us with. Charges for each renewal period will be at the same level as the preceding subscription period unless the charges have increased in which case we will notify you beforehand. If you do not wish your subscription to a plan to renew automatically at the end of the then-current subscription period you must notify [support@trustvet.com](mailto:support@trustvet.com) in advance of renewal. If you do not do this charges will be made to your account. It is your responsibility to notify us in advance of renewal

#### **5. Termination**

5.1. We may terminate your plan at any time (including during the initial term) by giving you notice of termination to take immediate effect if you commit any serious breach of these terms and conditions, including failure to meet your payment obligations as set out in clause 3, or if in our reasonable opinion, you (and/or any person who brings the pet to us in relation to the Services) are aggressive and /or abusive to any of our staff

5.2 Either we or you may terminate your plan by giving 30 days notice to the other at any time. f you terminate your plan you will be required to pay to us either the outstanding amount for treatment received in the period between the joining date or and the cancellation date, at the full list price, or the monthly payments due until the anniversary of your plan, whichever is lower.

5.3 In the unfortunate event of your pet's death the cancellation policy detailed in clause 5.2 applies.

5.4 For the avoidance of any doubt, upon termination of your membership in accordance with the terms of this agreement you will no longer be liable to make any further payments to us and will no longer be eligible to receive any of the entitlements listed at clause 1 from us.

#### **6. Data Protection**

Personal data that you provide to us in respect of this Service will be held by us in a database accessible to us and to our subscription management company Trustvet and will be used for the purpose of providing the veterinary service plans and products to you.

Unless you have told us that you do not want to receive such contact, we may occasionally

contact you in respect of similar services. You may tell us at any time not to contact you in this way. Please e-mail [support@trustvet.com](mailto:support@trustvet.com) if you would prefer not to be contacted this way. You will still continue to receive transactional emails.

## **7. General terms applicable to the contract;**

7.1 It is your responsibility to read and comply with the terms and conditions provided by us.

7.2 Your pet's plan does not prevent your pet from receiving treatment or services and products which are not included in the plan. You will be responsible for paying for such treatment, services and products at the prevailing list prices.

7.3 There is no insured benefit. THIS IS NOT AN INSURANCE POLICY.

7.4 Your plan only applies to the named and identified pet on the Registration Form and is not transferable between pets.

7.5 Your plan is a contract between you and us for services and products identified in your plan. This plan is NOT transferable to other veterinary practices.

7.6 It is your responsibility to ensure you attend the appointments suggested by us and no financial compensation will be given if reminders are not acknowledged.

7.7 It is your responsibility to ensure that you fully understand what is required for each appointment, for example if you are required to provide a urine sample from your pet. If you need assistance please do not hesitate to speak to a member of our staff.

7.8 You are responsible for ensuring your pet attends our practice regularly and that you comply with the treatment, service and products we prescribe for your pet. If, in our reasonable opinion, we are not able to maintain your pet's health due to any act or omission on your part, we may end the contract immediately by giving notice to that effect.

7.9 We hope to provide you with an exceptional service (and we will always provide the Services with reasonable skill and care), but in the event you have any questions or complaints about the service offered please contact us in the first instance. We have a complaints procedure, details of which are available on request.

7.10 The terms and conditions of this contract may be changed with 30 days written notice. If you do not wish the contract to continue having regard to any change notified to you, you may terminate this contract as outlined in clause 5. Correspondence sent to the email address provided by you and will be treated as adequate notice.

7.11 We may review and apply price increases to the Pet Health Club. You will be informed in writing at least 30 days before any price change takes effect and will be given the option of terminating this contract as outlined in clause 5. Correspondence sent to the postal address or email address provided by you and will be treated as adequate notice.

7.12 Each provision of this contract shall be construed separately and notwithstanding that the whole or any part of any such provision may prove to be illegal or unenforceable the other provisions of this contract and the remainder of the provision in question shall continue in full force and effect.

7.13 Except where we have been negligent or have caused death or injury to a person we shall only be responsible for losses that you suffer that are a reasonably foreseeable consequence of our breach. Neither we nor you shall be liable to (whether in contract, tort, negligence or otherwise and howsoever arising) under this contract for: any trade or

business losses; and/or for any delays or failures to perform that were caused by events beyond our reasonable control.

7.14 Subject to clause 7.16 below, our total liability to you (whether in contract, tort, negligence or otherwise and howsoever arising) shall in no event exceed twice the value of treatment, services and products covered by the plan only and paid for by you over the period of this contract.

7.15 Nothing in this contract seeks to limit or exclude our liability to you for: death and/or personal injury to any person caused by our negligence; and/or for any other matter that cannot be restricted and/or excluded.

7.16 This contract shall be subject to the laws of the country in which you are domiciled and each party agrees to be bound by the non-exclusive jurisdiction of those courts.

7.17 Where your plan includes flea and worm preventative products, we may dispense a maximum of 3 months products at any given time. It is your responsibility to collect any products due to you in a timely manner. The decision of which products are most appropriate for your pets needs rests entirely with the veterinary surgeon on duty.