



## Perth Equine Vets – Health Plan

### Plan Terms and Conditions of Membership

This document sets out the terms and conditions of membership of the Plan. By completing and submitting your details to the practice or completing a Registration Form, you confirm that you are the legal owner of the animal(s) listed on the Registration Form above, and that you wish to enter into a contract for membership of the Plan with Perth Equine Vets that you provided your information to, subject to these terms and conditions.

Please read the terms and conditions carefully. If you have questions concerning them please raise these with us within 14 days of signing up to this plan.

### Definitions

Leaflet – the leaflet detailing the Plan as provided by the vet practice (TVP).

GoCardless (GC) –payment administrators for TVP

Plan – the animal health services plan provided by TVP full details of which are set out in the Leaflet

Registration Form – the registration form overleaf

TVP – the veterinary practice detailed overleaf

You/Your – the customer details of which are set out overleaf

## 1 The Annual Plan Services

On submission of the completed Registration Form and **payment of the first monthly fee** (as outlined in Clause 2.1), you will be entitled to receive the following plan entitlements for the animal(s) named on the Registration Form **if stated on leaflet/website supplied by TVP**:

- 1 x Annual booster and health check (as recommended by your vet)
- Annual worming programme (3 x FWECs, 1 x annual worming, 10% off other wormers)
- 10% off further vaccinations
- £1 discount per additional horse on plan
- 10% off tape and encysted red worm lab fees
- 1 x annual dental examination and 10% off further dentals
- Unlimited access to our free visit scheme
- Other benefits and discounts may also be available to members of the Plan on selected products and services – for further details owners should refer to the practice plan Leaflet.



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**These benefits are not to be used in conjunction with any other offer.** Please note that it is your responsibility to utilise the above listed benefits applicable to the relevant Plan and that you shall not be entitled to any refund in respect of unutilised benefits. THIS IS NOT AN INSURANCE POLICY so there are no insured benefits.

## 2 Payment

2.1 You agree that you will make monthly payments to TVP through administrators, GC (or such replacement payment administrators as TVP shall notify to you from time to time) of the sum shown on the Registration Form, payable in advance. The first payment is payable by cash or credit card at the time of the Registration Form being submitted at TVP, with all subsequent payments payable by Direct Debit.

2.2 TVP reserves the right to increase the monthly payment shown on the Registration Form at its absolute discretion provided that it gives you not less than one month's notice in writing of such increase. TVP shall not increase the monthly payment more than once in anytwelve (12) month period. If you do not agree with the increase you may terminate your membership of the Plan with immediate effect by notifying TVP or GC in writing within two (2) weeks of receiving notice of the increase.

2.3 If you fail to make any monthly payment on the due date for payment TVP shall be entitled to suspend the provision of goods and services to you until you have paid the overdue sum in full. Should you fail to do so within thirty (30) days TVP shall be entitled to terminate your membership in accordance with clause 2.4.

2.4 In the event of any monthly payment being unpaid one (1) month after it has become due, TVP may terminate your membership with immediate effect by giving notice to you.

2.5 All payments made to GC are inclusive of VAT and for the avoidance of doubt no interest is charged on payments made under this agreement.

2.6 If an outstanding balance remains with TVP for more than 30 days, TVP has the right to take payment for the outstanding balance via Direct Debit after giving you a minimum of 7 days' notice via email.

## 3 Term

Unless terminated earlier in accordance with clause 4 your membership of the Plan will continue for an initial term of one year, and will continue unless cancelled by you.

## 4 Termination of this agreement

4.1 TVP may terminate your membership of the 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 which shall include failure to meet your payment obligations as set out at clause 2.



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4.2 You may terminate your membership of the Plan during the initial term of one year by giving TVP notice of termination to take immediate effect if:

(a) you notify TVP of your desire to cancel within FOURTEEN days from the date you joined the Plan by giving notice as set out in clause 9 below; or

(b) the animal(s) named on the Registration Form dies.

4.3 Either you or TVP may terminate your membership by giving one (1) month's notice to the other at any time after the initial term of one year has expired.

4.4 Subject to clause 4.6 below, either you or TVP may terminate your membership on not less than one month's notice in the event that TVP ceases to operate the Plan.

4.5 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 GC and will no longer be eligible to receive any of the entitlements listed at clause 1 from TVP.

4.6 If you cancel/terminate at any time other than on an anniversary of joining the Plan or in accordance with clause 4.2 above, you will be required to pay to TVP either the outstanding amount for treatment received in the period between the joining date or anniversary of joining (as applicable) and the cancellation/termination date (at the then current full list price), or the monthly payments due until the anniversary of your Plan, whichever is lower.

### **5 General Conditions Applicable to this Agreement**

5.1 It is your responsibility to let TVP know that you are a member of the Plan when you arrange treatment or purchase goods.

5.2 All notices given to TVP under the provisions of this agreement must be in writing and sent to TVP address listed on the Registration Form.

5.3 For the purposes of the Contracts (Rights of Third Parties) Act 1999 this agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

5.4 TVP shall only be liable for any loss or damage suffered by you which is a reasonably foreseeable consequence of a breach of this Agreement.

5.6 For the avoidance of doubt TVP has absolute discretion as to the medications and treatments provided under the terms of this Agreement.

5.7 The Plan is not transferrable.



5.8 Where you have provided TVP with an email address, you agree to accept service of correspondence by email from or on behalf of either TVP or GC. If you require correspondence to be sent by post then please notify TVP of your preference by writing to it at the address overleaf.

5.9 This Agreement is governed by the laws of England & Wales. The courts of England & Wales shall have exclusive jurisdiction over any claim or dispute arising under this Agreement.

## **6 Right of Early Repayment**

You are entitled to pay the sums due under this Agreement early. If you wish to make early repayment please contact TVP or GC to make arrangements to pay the balance of the payments due under this Agreement. In the event of early repayment you will remain entitled to access the Services and benefits listed above until expiry of the Agreement.

## **7 Your Right to Complain**

In the event of dispute you are entitled to complain about this Agreement to the Financial Ombudsman Service. Details can be found at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

## **8 Management of Direct Debit Collections and Data Protection**

8.1 TVP and GC, as administrators of the Plan, take your privacy very seriously and take great care to comply with their obligations under the General Data Protection Regulation (2018) and to protect your personal information including any financial details that you provide. TVP and GC will use your personal information to provide and administer the Plan. TVP or GC may need to disclose or share your personal information with regulatory authorities for the purpose of fraud preventions and/or to comply with any legal or regulatory requirement.

8.2 If you have any questions about the way TVP or GC use your personal information you should write to the Data Protection Officer at the TVP address listed on the Registration Form or MiVetClub Limited, CVS House, Owen Road, Diss, Norfolk, IP22 4ER.

8.3 If the payment administrators change, this will be notified to you in accordance with clause 2.1 above and new direct debit arrangements will need to be entered into by you and the new payment administrators.

8.4 From time to time TVP may wish to use the details you have provided to advise you of associated products important to your animal's welfare and of potential interest as an animal owner. If you do not wish to be informed of these please notify TVP of your preference by writing to it at the address set out on the Registration Form.



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## 9 CANCELLATION

9.1 You are entitled to withdraw from this Agreement within 14 days of the start date as detailed on the registration form without having to provide any reason.

9.2 You may exercise your right of withdrawal by giving us either written or oral notice. To give written notice of your intention to withdraw from this Agreement please fill in the Cancellation Form overleaf and/or available from TVP and send it to TVP. To provide oral notice please contact the TVP at the address listed on the Registration Form or telephone 01738259427.

9.3 Please note that if you have already used any of the services financed under this Agreement prior to withdrawing from it, you will have 30 days from the date upon which you give notice of withdrawal to pay the cash price (at the full list price as set out on TVP website and/or provided to you at the time of registration) of the service(s) which you have used and in accordance with clause 4.6 above.

## DIRECT DEBIT GUARANTEE

- This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme.

The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.

- If the amounts to be paid or the payment dates change CVS (UK) Ltd will notify you 10 working days in advance of your account being debited or as otherwise agreed.
- If an error is made by CVS (UK) Ltd or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society.