



## **TERMS AND CONDITIONS OF VERMONT PET CLUB MEMBERSHIP**

You should check the terms of this Agreement in detail before committing yourself to its terms. If you have questions concerning them, please ask at reception.

When joining the Vermont Pet Club (“VPC”) you are accepting these terms and conditions. It is important to read them carefully. Please note that Vermont Pet Club membership is NOT a Pet Insurance Policy, it is a Pet Health Care Plan (“Your Plan”) which is a way to both reduce and spread the cost of routine preventative pet care over a year. However, this Plan does NOT cover the costs of veterinary care for unexpected illness or injury to your pet.

We recommend taking out separate pet insurance for any unexpected illness or injuries. Your Plan is administered by Vermont Veterinary Practice Ltd. Vermont Veterinary Practice Ltd.'s role is to provide administrative services to support the contract to You. This includes passing your payments onto Your Vet on a regular basis.

1. By joining Vermont Pet Club (“VPC”) you confirm that you are the legal owner of the pet(s) (“Your Pet”) you are joining to the VPC and that you wish to enter a contract for membership with Vermont Veterinary Practice Ltd subject to these terms and conditions.
2. By paying for services and/or accepting services and treatment you are agreeing to these terms and conditions.
3. The Vermont Pet Club is only available at Vermont Veterinary Surgery.

### **General**

4. This document (“the Terms”) together with our Vermont Pet Club promotional literature set out the whole agreement for the supply of the veterinary products and services between you and us (“the Agreement”)
5. By entering these terms, you agree to receive complimentary reminders and communications relating to Your Plan, including specific email-only Benefits and Discretionary offers.
6. Reference to “You”/Your” means the pet owner; “Our/Us/We/Your Vet” means your veterinary practice trading under Vermont Veterinary Practice Limited; “Your Pet” means the pet registered under Your Plan with us.
7. Because your costs for the Services are spread over 12 months, if you cancel partway through a 12-month agreement there may be an outstanding amount you will need to pay as set out in clause 33.

8. Your Plan will start on the day your Initial Payment is made and continue automatically for periods of 12 months until it is cancelled by either you or us, in accordance with clause 32.
9. You must be over 18 years of age to enter into this Agreement.
10. If your personal details change, it is your responsibility to notify Your Vet immediately. To update or change your banking information you will need to notify Vermont Veterinary Practice Ltd via email at [admin@vermontvets.co.uk](mailto:admin@vermontvets.co.uk).
11. If Your Pet is lost or deceased, you should notify Your Vet immediately.
12. You have a period of 14 days from the date on which you start Your Plan with us to change your mind and terminate the Agreement (your 'cooling off period') by contacting Your Vet. If you do this, we will charge you the cost (at non-discounted prices) of any products and services you have received up to the date of cancellation (before issuing any refund if applicable).
13. If any court or other competent authority decides that any of the provisions of this Agreement is or are invalid, unlawful or unenforceable to any extent, the term(s) will, to that extent only be severed from the remaining terms of this Agreement which will continue to operate to the fullest extent operated by law.
14. This Agreement is subject to the laws of England and Wales and the exclusive jurisdiction of the Courts of England.

### **Services and Treatment**

15. The Vermont Pet Club ("VPC") is designed to help you spread the cost of specified routine preventative treatment for Your Pet over a 12-month period ("Your Plan"). Treatment paid for by Your Plan entitles the pet named on your direct debit confirmation letter ("Your Pet") to receive specified routine preventative treatment ONLY. Please refer to our marketing material or speak to Your Vet about the services that will be included as part of Your Plan (the "Services"). You can also find further details about Your Plan at <http://www.vermontvets.co.uk/pet-club>.
16. Your Plan entitles Your Pet to receive treatment by Vermont Veterinary Surgery only.
17. The Services will be provided by us in accordance with the normal standards of veterinary care. However, we can only provide the Services pursuant to appointments which you make, and it is your responsibility to make sure that Your Pet attends check-ups in accordance with Your Plan. We can only provide the Services based on the information we have concerning Your Pet, and you must let us know about all relevant information regarding Your Pet, including any health or lifestyle-related changes after the policy commences.

18. Your Plan includes:

(i) Unlimited free 15mins consultations with a veterinary surgeon at Vermont Veterinary Surgery. You are entitled to unlimited free Vet consultations, with the understanding that they should be utilized fairly and reasonably.

(ii) 10% off veterinary services and products, the discount will be applied to prescription medication and/or vet care services recommended by Your Vet.

(iii) Unlimited free Nurse consultations. You are entitled to unlimited free Nurse consultations, with the understanding that they should be utilized fairly and reasonably.

(iv) Six complimentary visits to be used between nail clippings and anal sac expression within the free Nurse consultations.

19. Nothing in Your Plan prevents You and Your Vet from agreeing that they will provide additional healthcare, services, and treatments outside Your Pet's entitlement under Your Plan. Any additional healthcare, services or treatments which are not included in Your Plan will incur an additional charge which is payable separately by You to Your Vet.

20. You must use products prescribed by Your Vet in accordance with their instructions and in accordance with the product data sheets provided. Any prescribed products must not be used on any other pet than the pet they are prescribed for. No refunds will be given in the case of improper use of the products. If Your Pet has a sensitivity or allergic reaction to any products prescribed on Your Plan, alternative products may be available to Your Pet, but these may incur an additional charge not covered by Your Plan.

21. You are responsible for ensuring Your Pet attends Your Vet regularly and that you comply with the advice and treatment Your Vet prescribes for Your Pet. We will endeavour to remind you about treatments that are due, but it is your responsibility to ensure that you collect and correctly administer any prescribed treatments that are covered within Your Plan, and you should not rely solely on the complimentary reminders. We will not refund fees paid or payable by you if you fail to collect any or all products and services on Your plan in accordance with clause 20.

22. There may be instances where we are unable to provide the Services for reasons beyond our reasonable control. Such circumstances include (but are not limited to) the absence or illness of suitably qualified veterinary staff and/or shortages in the supply of necessary vaccinations or drugs. Where we experience delays in the provision of the Services to you for reasons beyond our control, we will do what we reasonably can to minimise these delays and accommodate You and Your Pet with another appointment. However, we will not be liable to you for a failure to deliver

the Services in these circumstances.

## **Payment and Costs**

23. By entering Your Plan, you are agreeing to make the payments detailed to you by the veterinary practice to Your Vet, in accordance with clauses 24 and 25.

24. Payment - You can choose to pay for Your Plan in one upfront annual payment or in equal monthly instalments via direct debit payment ("DD"). If you choose to pay annually, a £5 non-refundable admin fee will be added to the total annual fee. If you choose to pay via monthly DD, a £5 non-refundable fee will be collected with your first DD payment.

25. The Initial Payment - Is due in practice on the day you set up Your Plan. Thereafter, monthly DD payments will be collected on or around the same date each month (last day of the month- 28<sup>th</sup>/30<sup>th</sup>/31<sup>st</sup>), until such time as this Agreement is terminated. If your selected payment date falls within 10 days of setting up Your Plan (the DD confirmation period) then the first payment will be collected on the last day of the following month.

26. Failed payment - If you pay by monthly DD and we are unable to collect your monthly payment, we will contact you and attempt to collect the payment from your account again within 10 working days.

27. Failed payment of more than 1 payment - Your Plan will be terminated if you default on 2 consecutive payments and Your Vet reserves the right to obtain from you any unpaid direct debits for the remainder of the 12-month agreement. If you cancel your Direct Debit for any reason at any time, we will treat this agreement as terminated. If any payment for Your Plan remains unpaid one month after it is due Your Vet reserves the right to terminate your agreement at any time in accordance with clause 32. We reserve the right to charge interest to you at the rate of 4% above the base rate of the Bank of England and/or suspend the provision of Services if your payments are in arrears or if you have any outstanding debt with Your Vet which falls outside of Your Plan. Following full payment of any outstanding debt we will reactivate Your Plan.

28. Plan costs - Your Plan and the associated cost will be determined by the weight of Your Pet on the day you set up Your Plan and will be subject to any changes in accordance with clause 29. The cost for puppies in the first 12-months will be determined by the expected adult weight of Your Pet (dependent on breed) and will be subject to any changes in accordance with clause 29. Your Vet will explain which Plan is best suited to Your Pet when you set up Your Plan.

29. Changes to Plan costs - If Your Pet's weight changes and as a result it moves into a higher or lower weight threshold, we will contact you to amend Your Plan and charge

you the increased or decreased fee accordingly. We also reserve the right to change the weight thresholds from time to time by giving you at least one month's written notice.

### **Starting and Ending this Agreement**

30. The Agreement will commence on the day you join Your Plan. However, the Agreement will be conditional on your Direct Debit being confirmed within 10 working days. If your Direct Debit is not confirmed, Your Plan will be terminated, and we will charge you the cost of treating Your Pet(s) to that date and/or any administrative costs reasonably incurred by us.

31. Where you pay by monthly DD - Your Plan will start on the day your Initial Payment is made and continue automatically for periods of 12 months until it is cancelled by either you or us. To cancel, you must give Your Vet more than 30 days' notice ahead of the end of your current 12-month period. To cancel at any other time, you must notify Your Vet and settle either the outstanding amount for treatment received in the period between the joining date or anniversary of joining (as applicable) and the cancellation date (including all discounts received up to the cancellation date), or all outstanding payments for the remainder of the year immediately (whichever is lower).

32. Where you pay with an annual payment - Your Plan will start on the day you make a full payment and will end after a period of 12 months or if it is cancelled by either you or us. To cancel Your Plan, you must give Your Vet more than 30 days' notice, following a cancellation, we will refund you any remaining money after deducting the cost of any treatments received in the period between joining date or anniversary of joining (as applicable) and the cancellation date.

33. If you cancel Your Plan because you are no longer the legal owner of the pet, then you must notify us of this change and settle any outstanding amount for treatment received up to the date you cancel in accordance with clause 32.

34. We reserve the right to cancel this Agreement if you fail to keep up with all payments due to us as set out in clause 24.

35. Unless otherwise specified in this agreement, we will not refund fees paid or payable by you except in the case of our administrative error (in our reasonable opinion) or the death of Your Pet, in which case we will only refund payments (for the deceased pet's Plan) that we receive after the date you notify us (for example where a payment is being processed on or around the day you notify us).

36. For the avoidance of any doubt, upon ending Your Plan in accordance with the terms of this Agreement you will no longer be eligible to receive any of the plan benefits as outlined in the marketing material. This does not exclude your pet from

receiving future treatment or services outside of the Plan, but any associated discounts and benefits provided under Your Plan will no longer apply.

37. We reserve the right to terminate your membership immediately for any reason at our discretion provided we have reasonable grounds to do so or if you commit any serious breach of these terms and conditions which shall include failure to meet your payment obligations as set out at clauses 24 and 25.

### **Use of Personal Information**

38. We will hold and process your personal data in accordance with all applicable data protection and privacy legislation, including Regulation (EU) 2016/679 (“GDPR”) and any law based on or enacting essentially equivalent provisions to GDPR in the UK. We will only process the personal data and financial information provided by you in this Agreement as is necessary for the provision of the Services.

### **Variations**

39. The cost of supplying veterinary treatment can vary from time to time due to, for instance, fluctuations in the cost of vaccinations and drugs, or an increase in the amount of vaccinations or drugs required due to a change in the size of the pet receiving that treatment. We therefore reserve the right to vary the amount of the monthly payments and we will give you a minimum of one month’s written notice if there is any such change.

40. If you need to change the date your DD is collected or to update your direct debit details, you must notify Vermont Veterinary Practice Ltd via email at [admin@vermontvets.co.uk](mailto:admin@vermontvets.co.uk). We will not charge you to change your due date for collection. It is your responsibility to notify us of any changes to your direct debit and/or contact details.

41. We reserve the right to transfer our rights under this Agreement to any other suitable person if we give you 4 weeks' notice.

42. You cannot transfer Your Plan either from Your Pet to another pet, or from you to a third party. In a case where a Pet is rehomed, the Plan can be terminated. You will be required to notify us. Following a termination, we will refund you any remaining money after deducting the cost of any treatments received in the period between joining date or anniversary of joining (as applicable) and the termination date.

43. Where a pet is missing or due to exceptional circumstances beyond your control, you may request a termination of Your Plan from Your Vet. You will be required to notify us. Following a termination, we will refund you any remaining money after deducting the cost of any treatments received in the period between joining date or anniversary of joining (as applicable) and the termination date.

If Your Plan is reinstated - Your Vet will extend Your Plan to the period for which Your Plan was suspended. The relative DD payments will be reinstated; a £5 admin fee will be applied.

If Your Plan is cancelled - A fee may be due in accordance with clause 32. Your Vet reserves the right to authorise or deny any request made for a plan suspension.

44. We reserve the right to vary this Agreement at any time by providing you with one month's written notice of any changes.

### **Complaints**

45. If you have any cause for complaint about the administration of Your Plan, please contact Your Vet or write to us at [admin@vermontvets.co.uk](mailto:admin@vermontvets.co.uk).

