

# Terms and conditions of your Flea and Worm Health Plan (“Your Plan”)

These terms and conditions, the Membership Application Form and the Flea and Worm Pack Leaflet (together “Terms; Your Plan”) form the basis of the contract between your veterinary practice (“Your Vet”) and the pet owner (“you”, “your”). These Terms are 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.

Your Plan is administered by The Animal Healthcare Company Limited (“The Animal Healthcare Company”) for and on behalf of Your Vet. The Animal Healthcare Company’s role is to provide administrative services to support the contract between you and Your Vet. This includes passing your payments onto Your Vet on a regular basis.

## Treatment

1. Treatment your pet is entitled to – the treatment paid for by Your Plan entitles the pet you name on your Membership Application Form (“Your Pet”) to receive specified routine preventative healthcare, services, and treatments required to maintain Your Pet’s health, as prescribed by Your Vet and as described in the Flea and Worm Pack Leaflet (“Treatment”).
2. Nothing in Your Plan prevents you and Your Vet 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.
3. Treatment by another veterinary practice – Your Plan entitles Your Pet to receive Treatment at Your Vet only. If you choose for Your Pet to have healthcare, services or treatments provided by a veterinary practice other than Your Vet, these services will not be covered by Your Plan.
4. Products prescribed by Your Vet must be used in accordance with Your Vet’s instructions and must not be used on any pet other than Your Pet. If Your Pet is sensitive or allergic to the products prescribed under Your Plan, substitute products may be available, which may result in an additional charge. Please discuss Your Pet’s clinical requirements with Your Vet.
5. Your Plan entitles Your Pet to one consultation with Your Vet per year, at the discretion of Your Vet. You must ensure that Your Pet has had a consultation within 12 months prior to any Treatment. Please note that any additional veterinary consultations, health checks, treatments, preventative healthcare or services are payable separately by you to Your Vet.

## Payments and your Direct Debit

6. By entering into Your Plan you are agreeing to pay the initial one-off payment as detailed in the Membership Application Form, followed by equal monthly payments by direct debit, paid to The Animal Healthcare Company Limited the first of which will be requested within 30 days and the following direct debit payments will be requested monthly on your preferred day of the month as specified by you in the Membership Application Form. Your Plan will be automatically renewed on the anniversary of your initial one-off payment, and thereafter on an annual basis unless you cancel Your Plan in accordance with clause 14. If you do not pay your instalments we reserve the right to terminate Your Plan in accordance with clause 10, and obtain from you any unpaid amounts for Treatments Your Pet has received and any payments outstanding for the remainder of the year.
7. If you need to change the date for payment collection, you should contact the Animal Healthcare Company by telephone (0800 587 1019) or by email (ahcvets4pets@simplyhealth.co.uk) at least FOUR working days prior to the due date for collection. We will not charge you to change your due date for collection.
8. Non-payment – if any of your direct debit payments are returned to us unpaid by your bank, we will inform you and will arrange a subsequent attempt to collect the payment from your bank account. If this happens, the Animal Healthcare Company will charge you an administration fee of £10.
9. Non-payment of one or more fees – 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 will be terminated if you default on 3 successive payments and Your Vet will obtain from you any unpaid amounts for Treatments Your Pet has received and any outstanding payments due for the remainder of the year. If you cancel your Direct Debit for any reason at any time, we will treat this agreement as terminated.
10. You must pay the direct debit payments until Your Plan is terminated in accordance with clauses 6, 9, 13, 14, 15 or 16. 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 sums you have already paid for which Your Pet has not received Treatment. You must collect all prescribed treatments within 3 months after the termination of Your Plan following which you will not be entitled to collect any prescribed Treatments. In order to comply with dispensing regulations your pet will need to have been examined by a veterinary surgeon within the 12 months prior to collection, otherwise you may be required to book a consultation which will be charged at Your Vet’s normal rates.
11. If Your Pet’s weight changes and as a result it moves into a higher or lower weight threshold, we reserve the right to re-start this agreement by providing at least 28 days’ notice in writing. You will then be required to enter into a new plan and pay 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 28 days’ notice in writing.
12. We reserve the right to suspend Your Plan if you have any outstanding debt with Your Vet for any treatment or medication outside of Your Plan that is more than 7 days overdue. Your Plan will be reactivated once payment of the debt is made in full.

## Term and termination

13. Your Plan is an ongoing annual contract and will be automatically renewed by us on the anniversary of your contract. You may cancel Your Plan on one month’s written notice to us, however any outstanding payments for the remainder of the year will be due and payable immediately.
14. If you fail to keep up with the payments under Your Plan, we will terminate it in accordance with clause 9 above.

15. If you change your mind and wish to cancel Your Plan, you have 14 days from paying the initial one-off payment set out in the Membership Application Form in which to do so. You should contact us in writing at the address above. The initial one-off payment set out in the Membership Application Form is non-refundable, but we will cancel Your Plan and will not request any direct debit payments. You will be liable to pay to Your Vet the full, non-discounted value of any Treatments received prior to the date of cancellation of Your Plan.
16. Your Vet reserves the right to terminate Your Plan by giving you one month’s written notice, for any reason that they consider reasonable and necessary.

## General Conditions

17. You MUST be over 18 years of age to enter these Terms.
18. Your Plan may not be transferred either from Your Pet to another pet, or from you to a third party.
19. THIS IS NOT AN INSURANCE POLICY.
20. These Terms are subject to English law.
21. The estimated saving compared to the full price of the treatments in Your Plan will be calculated by Your Vet before you complete the Membership Application Form. Please note that any offer or discount to reduce the price of Your Plan at the time of your application will be permitted solely at the discretion of Your Vet.
22. All new Flea and Worm Pack Plans are subject to our acceptance of your Membership Application Form and we reserve the right to refuse to enter into the Terms with you.

## Variation of these Terms

23. Your Vet reserves the right to vary these Terms on one month’s written notice given to you by them. If you do not wish Your Plan to continue having regard to any variation notified to you, you may end it as detailed in clause 13. If you do not do this by the time the notice has expired, you will be deemed to have accepted the variation.

## Your Responsibilities

24. The weight of Your Pet entered on your Membership Application Form will be the weight used to determine the fee category Your Pet falls into, subject to any changes in accordance with clause 11.
25. If your personal details change, you should notify Your Vet immediately.
26. If Your Pet is lost or deceased, you should notify Your Vet and contact us to cancel Your Plan.
27. 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 reminder system.

## Complaints Procedure

28. If you have any cause for complaint about the administration of Your Plan, please contact the Animal Healthcare Company by telephone: 0800 587 1019 or email: ahcvets4pets@simplyhealth.co.uk or write to The Hambleton House, Waterloo Court, Andover, Hampshire, SP10 1LQ.
29. If you are unhappy with the Treatment or any aspect of Your Pet’s veterinary care, you should contact Your Vet.

## Use of your Personal Information

30. The main purpose for which the Animal Healthcare Company hold and use your personal data is to enable us to administer your Plan. They also use personal data for market research to improve services to you and other customers, to comply with legal obligations which they are subject to, to protect their interests and for fraud detection and prevention.
31. Whilst administering your Plan, the Animal Healthcare Company may receive and share personal data with:
  - other relevant persons involved in dealing with your Plan e.g. your Vet Practice
  - Data processors appointed by us in connection with the administration of your Payment Plan. Data may be processed outside the EEA
  - persons approved by you, e.g. Your Pet’s owner when different to the Plan holder.

The Animal Healthcare Company operates strict procedures to ensure that your personal data is kept safe and secure.

You have the right to know what personal data the Animal Healthcare Company hold about you, why they hold it and what they do with it. If you wish to find out any of these things or advise us of a change to your personal data then please write to: The Data Protection Officer, The Hambleton House, Waterloo Court, Andover, Hampshire, SP10 1LQ. Please note that a small charge may apply.

## Liability

32. The Animal Healthcare Company administers Flea and Worm Pack registrations and collects fees on Your Vet’s behalf. Your contract for the provision of treatment or veterinary services is not with the Animal Healthcare Company Limited and the Animal Healthcare Company Limited 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 Vet’s behalf. The Animal Healthcare Company has no obligation to pay Your Vets any payment or fees not received or any other monies owed by you.

## 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 Direct Debit The Animal Healthcare Company Ltd will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request The Animal Healthcare Company Ltd to collect a payment, confirmation of the amount and date will be given to you at the time of the request
- If an error is made in the payment of your Direct Debit, by The Animal Healthcare Company Ltd 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 Ltd 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.

*Banks and Building Societies may not accept Direct Debit Instructions from some types of account.*