

The Agreement between you and your veterinary practice.

Welcome to your payment plan from your veterinary practice. The agreement you have is with your practice which means you can enjoy the benefits of preventative healthcare for your pet(s).

Your payment plan is administered by The Animal Healthcare Company Limited ("The Animal Healthcare Company") for and on behalf of your veterinary practice. The Animal Healthcare Company's role is to provide administrative services to support the contract between you and your practice. This includes passing your payments to your practice on a regular basis. Please remember, your Contract is between you and your practice and is not transferable to another. However, if you are considering changing your practice, please contact The Animal Healthcare Company who will advise you on how to re-register, ensuring your pet's health is not compromised.

The following points make up the 'terms and conditions' of your Contract with your veterinary practice and are effective from 1st December 2021. 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 terms and conditions should be read in conjunction with your practice's leaflet and any practice-specific notes or requirements in the leaflet will form part of these terms and conditions. In the event of a conflict, your practice's leaflet and any practice-specific notes or requirements in the leaflet will prevail.

1. Explanation of terms used

In this Agreement, 'your Contract' means the contract formed between you and your veterinary practice which you have signed and which comprises these terms and conditions, your Application Form and your practice's promotional materials and 'your veterinary practice' and 'your practice' means the veterinary practice names on The Animal Healthcare Company Application Form.

2. Plans, categories, and fees

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

3. Treatment to which you are entitled

Your Contract entitles your pet to receive routine treatment required to maintain your pet's health as prescribed by your veterinary practice. A list of inclusions is available from your practice.

4. Treatment to which you are not entitled.

Your Contract is limited to the provision of routine preventive health care and only entitles your pet to the treatment required to monitor its health, as specified by your practice.

5. Treatment by another veterinary practice

Your Contract is with your practice. Where you choose for your pet to have routine care or treatment provided by a practitioner independently of your practice, your pet will not be covered by your Contract.

6. Payment

You must pay your monthly fee by Direct Debit in favour of The Animal Healthcare Company as collecting agent for your practice. Any other amounts due to your practice for treatment not covered by your Contract are payable directly to your practice, your liability to pay the monthly fees continues until your Contract is ended in accordance with these terms and conditions and no refund of fees will be allowed except in the case of administrative error or death of the pet or client.

7. Alteration of monthly fees and categories

Your practice will normally review your pet's monthly fee once a year. Your pet's monthly fee will also change as different age and weight thresholds are reached. Should your pet's fees change you will be given at least one month's written notice.

8. Direct Debit changes

Following a decrease in monthly fee or variation in discount available to you, your Direct Debit will be changed at the next available collection date. Where you are given notice of an increase in your monthly fee, your Direct Debit will be changed at the end of the notice period, unless in the meantime you end your Contract. If you need to change your bank details or any collection dates, please contact us 10 working days prior to the due date for collection and we will make the change without charge. We will charge an administration fee of £10 if any of your Direct Debit payments are returned to us unpaid. You authorise us 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.

9. Renewal

Your Contract is a monthly contract, no renewal fee will apply, and your contract will continue from month to month until it is ended, and we will continue to collect your monthly payment until your Contract is ended.

10. Your responsibilities

You are responsible for ensuring your pet(s) attend(s) the practice regularly and that you comply with the advice and treatment your veterinary practice prescribes for your pet(s). If, in the reasonable opinion of your practice, they are not able to maintain your pet's health due to any act or omission on your part, your practice may end your Contract immediately by giving notice to that effect. If your personal details change or your pet is lost or deceased, you should notify your practice and The Animal Healthcare Company.

11. Ending your Contract

You may cancel your Contract by contacting your practice, giving not less than 21 days' notice, expiring on the last day for which payment has been made. The practice may end your Contract by giving you written notice expiring on the last day of a month, after not less than one month's notice. If you cancel at any time other than on an anniversary of joining the plan, your practice may charge you either the outstanding amount for treatment received or the monthly payments due until the anniversary of your plan, whichever is lower.

12. Non-payment

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. You authorise us 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 if you default on 3 successive payments at your practice's discretion.

13. Refunds

If The Animal Healthcare Company (acting on behalf of your practice) agree to refund your fees for whatever reason, your registration for those months will be treated as unpaid and the conditions relating to a non-payment will fully apply to you.

14. Variation of these terms and conditions

The terms and conditions of your Contract may be varied on one month's written notice given to you by us. If you do not wish the Contract to continue regarding any variation notified to you, you may end it as detailed in condition 11. If you do not do this by the time the notice expires, you will be deemed to have accepted the variation.

15. Contract not transferable

As your Contract is between you and your practice alone, you may not transfer it to another practice. If you need to change to another participating practice, a new contract will be required, and the monthly fees may be different.

16. Treatment outside of your Contract

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

17. Liability

The Animal Healthcare Company administer The Animal Health Company registration and collects monthly fees on your practice's behalf.

Your Contract is not with The Animal Health Company and The Animal Healthcare Company 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 practice's behalf. The Animal Healthcare Company has no obligation to pay to your practice any payment fees not received by us, or any other monies owed by you.

18. Disputes

If you are unhappy with any aspect of your pet's veterinary care, you should approach your practice directly.

19. Notices

Any notice given to you by your practice under these terms and conditions is considered valid if The Animal Healthcare Company give it to you on your practice's behalf. Any notice given by your practice, or The Animal Healthcare Company is valid if sent to your last known email address.

20. Your personal data

The main purpose for which we hold and use personal data is to enable us to administer your Payment Plan. We also use personal data for marketing research, to improve our services to you and our other customers, to comply with legal obligations which we are subject to, to protect our interests and for fraud detection and prevention.

Whilst administering your Payment Plan, we may receive and share personal data with:

- Other relevant persons involved in dealing with your Payment Plan. For example, your veterinary practice dealing with a query regarding your Payment Plan
- Persons appointed by the Payment Plan holder and/or under a Power-of-attorney for a period of time. For example, the pet's owner when different to the Payment Plan holder.

We may provide your personal data to persons who provide services to us – this can include companies operating outside the United Kingdom and the European Economic Area, and to persons engaged in fraud detection and prevention. We operate strict procedures to ensure that your personal data is kept safe and secure.

Where we have your agreement, we may use your personal data to provide you with offers of products and services from The Animal Healthcare Company and other carefully selected partners.

You have the right to know what personal data we hold about you, why we hold it and what we do with it, how long we keep it and to whom we may disclose it. If you wish to find out any of these things or to advise us of a change to your personal data then please write to: The Data Protection Officer, The Animal Healthcare Company Ltd, The Quorum, Bond Street, Bristol, BS1 3AE. Please note that a small charge may apply.

21. Complaints Procedure

Should you have any cause of complaint about the administration of your Direct Debit then please contact: The Animal Healthcare Company, The Quorum, Bond Street, Bristol, BS1 3AE. Telephone 0117 3700 300 or email pcp@premiervetalliance.co.uk.

22. Governing Law and Jurisdiction

You and we agree that this Agreement shall be governed by and construed in accordance with the Law of England and Wales and you, and we hereby irrevocably submit to the exclusive jurisdiction of the English Courts.

23. Home Delivery of veterinary and pet care products (Products)

Unless otherwise agreed, Products will be delivered to the address as shown on the Agreement at scheduled intervals. We use reasonable efforts to deliver Products within 14 days of the planned date of shipment. Delivery may take longer. If there is likely to be a long delay, we will contact you by email. We may cancel any order that cannot be fulfilled for any reason. If we do so we will issue a full refund of any money paid for that order.

The packaging of the Products delivered may differ from that shown on our promotional literature. We may switch types/brands of Products when required. We will inform you of any such changes. You can refuse to accept such substitutes, in which case we will offer you a refund or a replacement.

If any Products arrive damaged (or get lost on the way to you) we will at our sole discretion refund or replace them. All damages must be notified to us within 5 days of receipt or we may be unable to replace or refund. If you ask for your delivery to be left somewhere or provide any other delivery instructions, we will be unable to refund or resend items. We recommend not leaving such delivery instructions wherever possible but requesting delivery to you at an alternate address instead (such as a work address). Please note that 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.

The Consumer Rights Act 2015 says Products must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product you're entitled to the following: (a) for up to 30 days after delivery, if your Products are faulty, you can get a replacement or refund; and (b) for up to six months after delivery, if they can't be replaced, then you're entitled to a full refund, in most cases. Exceptions apply. Please contact The Animal Healthcare Company as soon as possible if you consider any Product faulty or not as ordered.

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.

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 Animal Healthcare Company will notify you 10 working days in advance of your accounts being debited or as otherwise agreed. If you request The Animal Healthcare Company Limited 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 Animal Healthcare Company 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 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.