The Agreement between you and your veterinary practice

Welcome to your pet health plan from your veterinary practice. The Agreement you have with your practice means you can enjoy the benefits of preventive healthcare for your pet(s).

The Animal Healthcare Company Ltd (The AHC Ltd) respects your privacy and is committed to protecting your personal data. This privacy notice sets out the way in which any personal data you provide to us is used and kept safe by us. For a more detailed explanation of how we use your data please take the time to read our full privacy policy online at the bottom of our website or alternatively request a copy from our Data Protection Officer at the address given below.

Your veterinary practice's pet health plan is administered by The AHC Ltd for and on behalf of your veterinary practice. The AHC Ltd's role is to provide administrative services to support the contract between you and your practice. This includes passing your payments onto your practice on a regular basis.

The following points make up the "terms and conditions" of your Contract with your veterinary practice and are effective from 1st July 2018. 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 health plan 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 health plan leaflet and any practice-specific notes or requirements in the leaflet will prevail.

1. Explanation of terms used

In this Agreement, "the Contract" means these terms and conditions and any other contractual terms between you and your veterinary practice which you have signed; "your veterinary practice" and "your practice" means the veterinary practice named on the Application Form; "you" means the Payment Plan holder who has signed the Application Form; and "we" and "our" means The AHC Ltd, a company incorporated in England and Wales with registered number 03302348 and whose registered office is at The Quorum, Bond Street South, Bristol, BS1 3AE

2. Plans, categories and fees

The cost, content and delivery of the goods and/or services paid for by this Contract are agreed between you and your practice.

3. Treatment to which you are entitled

The 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

The Contract is limited to the provision of routine preventative healthcare 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 Pet Health Plan.

6. Payment

You must pay your initial joining fee, which covers you for life, each pet's joining fee and monthly fee by Direct Debit in favour of The AHC Ltd as collecting agent for your practice.

Any other amounts due to your practice for treatment not covered by the Contract are payable directly to your practice. Your liability to pay the monthly fee continues until the 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 notice (correspondence will be sent as per the communications preference overleaf).

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 the Contract.

9. Your responsibilities

The date of birth and weight of your pet(s) entered on your application form will be the date of birth and weight used to determine the fee category your pet(s) falls into. If the month of birth is unknown, we will use 1st January of the specified year for this purpose. If the year of birth is unknown, an estimate should be made.

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). Products included in the plan must be collected within 3 months of treatment becoming due, unless your practice notifies you otherwise in writing. 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 the Contract immediately by giving notice to that effect.

10. Home delivery

If home delivery is available at your veterinary practice and you have selected to receive home delivery of veterinary and pet care products ("Products") under the services provided by them, the following additional terms apply to home deliveries:

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

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

(c) If any Products arrive damaged (or get lost on the way to you) your practice will at our sole discretion refund or replace them. All damages must be notified to your practice within 5 days of receipt or your practice may be unable to replace or refund. If you ask for your delivery to be left somewhere or provide any other delivery instructions, your practice will be unable to refund or resend items. Your practice recommends 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.

(d) The Consumer Rights Act 2015 says the 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 your practice as soon as possible if you consider any Product faulty or not as ordered.

(e) 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.

11. Ending the Contract

You may cancel your Contract by contacting The AHC Ltd or your practice within the cancellation period, which is 14 days following the start of your contract. Following this period, you may end the Contract by giving not less than 21 days' notice to your practice, expiring on the last day of a month. The practice may end the Contract by giving you written notice expiring on the last day of a month, after no 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

Non-payment of fees: If we attempt but are unable to collect a monthly payment The AHC Ltd will automatically attempt to collect that payment 10 working days later.

If the payment fails at the second attempt then your veterinary practice will need to collect the outstanding debt from you.

The AHC Ltd will continue to collect the standard monthly amount on the usual date the following month and in subsequent months and your Contract will remain in place.

13. Clinical Records

By signing the Application Form, you consent to the disclosure of your pet's medical notes and other records for the purpose of any review, assessment or consideration of the care provided by your practice, which may take place under the terms of their pet health plan; but not for any other purpose without your further consent.

14. Variation of these terms and conditions

The terms and conditions of this Contract may be varied on one month's written notice given to you by your practice. If you do not wish the Contract to continue having regard to any variation notified to you, you may end it as detailed in condition 10. 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. If the practice is sold, this contract may be transferred to a new owner by notice in writing from a partner of the practice to you.

16. Treatment outside the Contract

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

17. Liability

Our role is to provide administration services relating to your Payment Plan on behalf of your practice, specifically registering and collecting your payments. As such we accept no liability to you (whether in respect of negligence, breach of contract, defective or unsatisfactory treatment, or otherwise) in connection with your Payment Plan or any goods or services provided under it to you by your practice. We have no obligation to pay to your practice any monies not received from you, even if treatment has been received.

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 AHC Ltd gives it to you on your practice's behalf. Any notice given by your practice or The AHC Ltd is valid if sent to you as per the communications preference overleaf.

20. How we use the information we hold about you

If you have a Contract, we need to know, for example, your name, address, date of birth. We may also take your phone number and email address. In order to take payments and to pay claims, we will need your bank account details.

The AHC Ltd may record and monitor telephone calls for training purposes and for use in the event of any subsequent queries.

We will hold and use information relating to you. We call this information personal data. The main purpose which we hold and use personal data for is to enable us to service the contract that you have purchased and to administer your plan. Other purposes which we use personal data for are to improve our services to you and our other clients, to comply with legal obligations which we are subject to, to protect our interests and for fraud detection and prevention.

We may also share your personal data with persons who provide a service to us or act as our agents, and where we have a duty to provide that data (such as to regulatory bodies), or if the law allows us to do so, or if the person who asks for the data has a lawful interest in seeing the data.

Sometimes we may use automation and profiling to evaluate information about you, which may include to determine whether an application for a product is accepted by us, to tailor our marketing material to your needs, to identify and investigate fraudulent activity,

to understand claiming behaviour and patterns, or to tailor our products and services to provide you with a more efficient, consistent and fair customer experience. If you want to know more please contact us.

By law we must have measures in place to protect data. As a result we have strict rules to protect the storage and use of all data. These rules apply to anyone who uses the data (we make sure that our contracts include clauses to protect data). We may send your personal data outside the European Economic Area. If we do this, we put contracts in place to ensure that the data will be kept confidential. Our processes also include protection for our buildings and IT systems. To check that these measures work we run independent audits on a regular basis.

The AHC Ltd is registered as a data controller with the Information Commissioner's Office, number ZA817801 If you have any questions about the personal data that we hold and how we use it, please write to: The Data Protection Officer, The Animal Healthcare Company Ltd, The Quorum, Bond Street South, Bristol, BS1 3AE

We keep your personal data for seven years after the policy has been cancelled.

You have the right to see your personal data that we hold. You also have the right to ask us to amend data that is incorrect. You can ask us to delete data, or not use it in certain ways. You have the right to move, copy or transfer your personal data. We will agree to any reasonable request unless it means that we cannot service your Contract. You'll need to contact the Data Protection Officer to do this.

If we have relied on your consent to process your data at any point, you can change your mind at any time. But if this means that we cannot service the Contract, we may have to cancel it.

We and other companies within the The AHC Ltd group may use your information to keep you informed about products and services that may be of interest to you.

You can contact our Data Protection Officer, or the Information Commissioner's Office (ICO) for the United Kingdom. You can call the ICO on 0303 123 1113 or 01625 545 745, or email the ICO at icocasework@ico.org.uk

21. Governing Law and Jurisdiction both parties agree that this Agreement shall be governed by and construed in accordance with the Law of England and Wales and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts.

The Direct Debit Guarantee

DIRECT Debit

- 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 AHC Ltd will notify you 3 working days in advance of your account being debited or as otherwise agreed. If you request The AHC 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 AHC 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 AHC 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.

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The Animal Healthcare Company Ltd is incorporated in England and Wales with registered number 03302348, whose registered office is at The Quorum, Bond Street South, Bristol, England Bs1 3AE United Kingdom.

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